

RFP FOR CONSULTANT SERVICES
Airfield Lighting Rehabilitation Design and Contract
Administration
For Saint John Airport, NB



Issued Date: July 15, 2021

**Proposals shall be submitted no later than:
July 28, 2021 2:00:00 PM**

1. INTRODUCTION

In 1999, the Government of Canada transferred control and operation of the airport to Saint John Airport Inc. (SJAI), a self-funding, non-share, not-for-profit airport authority. The Airport has many stakeholders, including local communities served, air carriers, passengers, and local businesses.

In accordance with normal corporate governance best practices, airports are managed by a board of directors who provide appropriate oversight of the management team. Individuals who are appointed to the Airport's board of directors possess a broad range of skills, business experience and expertise. Aviation expertise is but one important skill set, however, others include engineering, legal, marketing and financial accounting.

SJAI is dedicated to improving the airport, providing the best possible customer service in a safe environment and creating commercial opportunities and economic development for the Saint John area. Financial sustainability and fair business practices are also goals.

Respondents to this Request for Proposal are asked to note that SJAI is not bound by the tendering and evaluation policies or practice of any regulatory or governmental body and reserves the right to reject any or all proposals submitted. SJAI will evaluate proposals based on best value for the Airport.

2. BACKGROUND

The SJAI is soliciting proposals from qualified engineering firms, registered to practice under license in the Province of New Brunswick, for the provision of airport engineering services for the detailed design, preparation of engineering drawings and specifications, tendering, construction inspection, and contract administration for the Airfield Lighting Rehabilitation Project. This project is made possible through funding contributions from Transport Canada under the Airport Capital Assistance Program (ACAP) and Saint John Airport Inc.

Firms wishing to be considered are invited to submit proposals for the proposed airport engineering services at the time and location stated in this document.

The terminal apron floodlighting lighting and FEC Constant Current Regulators have been recommended for rehabilitation and has received ACAP funding. ACAP funding agreements are in place and the project must be completed by March 31, 2022.

Some preliminary engineering has been completed in support of the ACAP application and will be the starting point and basis of undertaking further assessment, design, and execution of the rehabilitation work. The drawings and technical supplementary information are attached as a reference document with this RFP.

3. SCOPE OF WORK

3.1 General

The approved project scope involves:

PART A – APRON FLOODLIGHTING

1. Replacement of three (3) apron floodlight poles including concrete foundation, pole and reuse of existing conduit extended through new foundation.
2. Replacement of existing apron floodlight fixtures with new LED fixtures.
3. Installation of new LED obstruction light fixtures on all six poles.
4. Replacement of existing wiring and contactors.

PART B - CONSTANT CURRENT REGULATORS (CCRS)

1. Removal of sixteen (16) existing constant current regulator/circuit selector switch/spare cells
2. Salvage of six (6) existing constant current regulator cells and protection for reinstallation (less than 15 years old)
3. Supply and installation of thirteen (13) new 2500V ferro-resonant type constant current regulator cells
4. Re-installation of six (6) salvaged constant current regulator cells.
5. Supply and installation of 4 position 2400V circuit selector switch cell.
6. Associated temporary removal and re-termination of existing airfield series lighting cables.
7. Associated connections to existing control system and modifications to existing airfield lighting control system.

All improvements will comply with Transport Canada TP312 5th Edition Amendment 1 Standards. The work will need to be completed while the airport remains operational and will require a Plan of Construction to facilitate this work. The work must also comply with Canadian Aviation Regulations affecting aerodrome operations.

In general, the objectives are to provide professional airport engineering and construction administration and inspection services for the above project as approved by SJAI. These services will be broken down into three defined areas.

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- 1) Design and Tendering
 - 2) Construction Phase Services (Non-Resident and Resident)
 - 3) Post Construction Phase Services

3.2 Design and Tendering

The consultant will complete the design including the preparation of the tender documents (all specifications and drawings) in coordination with SJAI Procurement Department, provide support during the tendering process, and evaluate bid submissions for award recommendation.

Key Deliverables:

1. Design drawings, cost estimate, design assumptions – for, 75% design, and 95% design and design finalization.
2. Communication Plan, Risk Management and Risk Mitigation Plan, Stakeholder List and Communication approaches, Constructability of Design, list of the features (authorized/unauthorized) that will be impacted by the construction, etc.
3. Plan of Construction Operations
4. NAV CANADA Land Use Approvals
5. Tender package including all specifications and stamped IFT drawings.
6. Bid review and award recommendation.
7. Organize design review meetings at 75%, and 95% of the design with all key stakeholders at the Saint John Airport. A cost estimate must be produced at each milestone to forecast the total cost of the contract/project.
8. Conduct one (1) Airport Stakeholder Briefing to provide a project overview and schedule update including presentation drawings and handouts.
9. Prepare tender documents (drawings and specifications) in coordination with SJAI Procurement Department.
10. During the tender stage, hold virtual Pre-Bid Meeting, prepare responses to bidders' queries, and prepare addenda as required.
11. Review bid submissions and recommendation of award in conjunction with SJAI Procurement Department.

The responsibilities of the consultant are briefly outlined below, but are not limited to:

- a. Meet SJAI project team to review details of the project and establish priorities.
- b. Collection and analysis of background information regarding each objective including site visit.
- c. Conduct necessary survey, work including identification of underground utilities as required for design purposes.
- d. Confirm status of applicable regulatory requirements with Transport Canada.

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- e. Create “ftp site” or similar for project communication and upload project related documents/specifications/drawings.
 - f. Preparation of Design Brief/design basis memorandum providing details of design methodology. The purpose of this document is to clearly identify all project elements, constraints, solutions, options, costs, scheduling, and construction implementation strategies.
 - g. Review of the preliminary Design Brief/design basis memorandum with SJAI Project Team.
 - h. Analyze design assumptions and create risks table for each option.
 - i. Develop preliminary schedule.
 - j. Responsible for obtaining all permits, approvals, agreement, etc. as required by the federal, provincial, municipal, or aviation authorities.
 - k. Stakeholder communication strategy.
 - l. Validate options in the pre-design report.
 - m. Liaison with required regulatory and other federal/provincial government agencies and obtain all regulatory approvals, if necessary.
 - n. Prepare final design all in accordance with TP312 5th Edition, National Electrical Code, and any other reference material required to comply with codes and regulations.
 - o. Prepare tender documents and specifications.
 - p. Preparation of cost estimates at various stages during the design process and as requested by SJAI.
 - q. Prepare a Plan of Construction Operations, including Transport Canada approval, liaise and consult with stakeholders including NAV Canada and the airlines.
 - r. Confirm approval requirements with NAV Canada; complete and administer any applications for the approval process.
 - s. Review Final Design/Tender Documents with SJAI.
 - t. Tendering of works and organization of pre-bid meeting with all contractors.
 - u. Three (3) client meetings are required including: kick off meeting, 75% design meeting and pre-bid tender meeting. All meetings can be via teleconference or web-based conferencing tools.

SJAI will provide the successful proponent with all background engineering work completed to date on the project including airport CAD site plans and any topographic survey and field inspection reports.

3.3 Construction Phase Services

Upon award of the work, the consultant will supervise construction, so that “best practices” and standards are complied with. The consultant will be responsible for all aspects of the construction administration and supervision. The consultant will report to SJAI Project Manager for all management of the project.

Key Deliverables

1. Construction administration and resident construction inspection.
2. Communication and emergency management plan.
3. Reporting: weekly progress report, bi-weekly meeting/report, ftp site update.

The responsibilities of the consultant are briefly outlined below, but are not limited to:

- a. Supervise work in accordance with all applicable safety standards and regulations for this type of work.
- b. Notify project execution plan to Airport Operator about temporary services and plan for continuing air traffic operation during construction.
- c. Review and approve contractor's work plan including proposed materials, test certificates, shop drawings, RFI, and other relevant documents. Review the contractor's plan for compliance with any construction safety requirements and contract terms.
- d. Inspect materials and workmanship to ensure contractor's work meets the intent of the design and conforms to plans and specifications.
- e. Coordinate and attend weekly construction and progress meetings including preparation and distribution of meeting minutes, schedule (in Gantt Chart showing milestone, baseline and estimate to completion) and cost to completion.
- f. Design, if necessary, all markers, flags, lights, and signs as required by Transport Canada to meet temporary day/night runway displacement.
- g. Certify all materials for acceptability and assist Engineering Department to answer queries and/or complaints.
- h. Supervise and review quality control and quality assurance testing, initiating corrective action including re-testing and re-inspection as required to ensure that project objectives are met.
- i. Monitor the effectiveness of the contractor's Quality Control Program and recommend adjustments as necessary to ensure that project objectives are maintained.
- j. Monitor the contractor for compliance with all safety and security requirements. Liaison with Airport Manager and issue immediate instructions to the contractor in the event of any violation against the requirements. Make sure construction does not unduly interfere or cause for service outage.
- k. Review contractor's submittals for correctness, completeness, and adequacy.
- l. Maintain detailed record daily diaries with appropriate photos, minutes of meeting, amendments to drawings, instructions to contractor, contractor's site activities, and other relevant data.
- m. Call and chair regular site meetings with the Project Team, Airport Operation, contractor, and others as necessary at time intervals to be determined by SJAI.

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- n. Report project progress on a weekly basis and prepare monthly progress claims.
 - o. Advise immediately of any cost overruns and obtain prior approval of Owner before any issuance of Change Orders. Institute a Contemplated Change Order process and other processes to establish cost and schedule control.
 - p. Liaison with, receive instructions from, submit documents for approval to and report regularly, both orally and in writing to SJAI Project Manager. In addition, prepare and submit a written monthly project report covering all aspects of the work. The format of the reports and their content shall be to the approval of SJAI. Include monthly cost reports, separately for engineering, quality control, assurance testing, and construction services, and explain any variance from budget and schedule. Participate in forecasting processes leading to cost estimates to complete the work and schedule analysis.
 - q. Preparation of monthly progress reports for submission to Transport Canada by the Airport Manager/SJAI Project Team.
 - r. Assist Airport Manager in filing, updating, or removing notice to airmen using NAV CANADA NOTAM Standards with the aviation authority to alert aircraft pilots of potential hazards along a flight route or at a location that could affect the safety of the flight.

Resident Engineering Services in addition to the above during the construction phase include, but are not limited to:

- a. Provide a resident engineer and inspection staff to supervise workmanship and quality and examine the progress of all construction activity. The resident engineer and inspectors will ensure that all work is satisfactory and conforms to the drawing and specifications.
- b. Provide support for construction surveys and field testing, conducting inspection of materials and equipment. The engineer's quality assurance program will complement the contractor's quality control program. The resident engineer will ensure that the contractor maintains accurate records of the quality control program.
- c. Review contractors QC program and monitor results and compliance.
- d. Review and monitor all environmental issues.
- e. Notify the contractor of any deficiency in construction work, instructing the contractor to take the appropriate corrective measures, then to confirm and report to SJAI the results of the corrective measures.
- f. Ensure on-site works do not affect surrounding lands (i.e., mud tracking, dust, erosion, redirected runoff), and if they do, coordinating for immediate clean up.
- g. Monitor site during construction stage including, but not limited to ensuring all necessary signage and lighting is in place, and all garbage and/or debris is removed from the site.
- h. Prepare the contractor's change order and progress payment certificates.

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- i. Ensure all consultants and contractors on the project site comply with Occupational Health and Safety Regulations and the SJAI's safety policies and procedures.
 - j. Check the construction site if it is properly secured including danger signs all along the fence on regular intervals.
 - k. Report alteration of construction schedule for all milestone and SJAI.
 - l. Manager to create revised construction notice to update impacted parties.
 - m. Provide final inspection report at the end of construction.
 - n. **For the RFP, fee estimates for the resident inspection hours should consider a part-time schedule with one (1) inspection per week based on an 8-hour day and 8 week construction period for a total of 64 hours. The Owner may adjust this to match actual construction requirements once the project has been awarded.**

3.4 POST CONSTRUCTION SERVICES

The responsibilities of the consultant are briefly outlined below, but are not limited to:

1. Provide reports related to maintenance of the assets for:
 - a. Maintenance plan
 - b. Progress photographs
 - c. Test results
 - d. Shop drawings
 - e. Specifications
 - f. Record drawings
2. Provide a record for all final measurements and submit an accurate record (including as-built) drawings (signed and stamped) for all work performed within sixty (60) days of project completion. SJAI will be provided with latest version of AutoCAD files and a PDF soft copy.
3. Perform final inspection and ensure that all deficient items are corrected.
4. Review and assist SJAI to negotiate any outstanding claims with the contractor, making appropriate recommendations to SJAI.
5. Prepare all documents related to aviation publication updates including CFS, CAP, and AOM as required.
6. Prepare an As-Built Design Conformity Analysis of each project as applicable or geometric compliance with TP312 standards. Submit a Summary Report and Engineer's Attestation of Compliance.
7. Submission of project close out documentation required by Transport Canada.

3.5 Project Management

The consultant will be responsible for all elements of project management throughout the project. Effective management and cost control techniques are requirements for a project of this nature. The proponent will provide an overview of their project management philosophy and methods that will be utilized for this project. The tasks as part of the project management include, but are not limited to:

1. Provide cost and schedule control for the engineering agreement, supply and installation contracts. Any requests for change or payments will be processed promptly as required by the contract documents.
2. Submit the consultant's invoices monthly. The invoices will provide a breakdown of the engineering fees by individual personnel showing the hours worked and the charge for the period.
3. Disbursements will be itemized to show fees from each sub-consultant and broad expense categories. Backup will be required at the time of invoice.
4. Provide a documentation control system that will log and track all project correspondence, minutes, reports, vendor drawings, engineering drawings, material receiving reports, etc.

3.6 Code and Regulation Compliance

The Consultant will review all relevant codes, statutes, regulations, and by-laws applicable to the design and ensure those authorities having jurisdiction are consulted and approvals as appropriate are secured or complied with.

4. PROJECT SCHEDULING

It is intended that the consultant retained will enter a contract with SJAI for the provision of engineering services. The consultant will work with SJAI in establishing priorities.

- ACAP Funding Agreement in Place – Completed
- Design - August 2021
- Tendering – August-September 2021
- Construction – September – December 2021
- Closeout – January 2022

5. PROPOSAL SUBMISSION

5.1 General Information and Deadline

Proponents are requested to submit electronically. Proposals should be submitted in PDF format clearly titled labeled “**SJAI RFP for Airfield Lighting Rehabilitation for the Saint John Airport**” no later than the proposal due date. Late proposals will not be accepted and will be returned to the originator unopened.

Proponents are required to organize the information requested in this RFP in accordance with the format outlined. Failure by the respondent to organize the information required in this RFP as outlined may result in the SJAI, at its sole discretion, disqualifying the respondent from further consideration. A clear and concise presentation of information is strongly encouraged.

5.2 Qualifications and Proposed Approach

The Qualifications and Proposed Approach Document should provide SJAI with a detailed overview of the qualifications and proposed approach the Proponent brings to the project. The following information is required, at a minimum:

I. Cover Letter – The proposal must include a letter of transmittal attesting to its accuracy. The cover letter must provide the name, address, telephone and e-mail addresses of the Proponent.

II. Experience with the ACAP– Proponents shall demonstrate their experience with the ACAP. Additional information may be requested during the evaluation of the qualifications.

III. Relevant Project Qualifications/Experience/References – Demonstrated background, successful experience, and relevant knowledge. A reference list of three (3) clients with whom the Proponent has provided similar services shall be provided. SJAI reserves the right to contact any/all the references listed as part of their evaluations. All projects must be airports and work completed in the last three (3) years.

IV. Proposed Approach – Demonstrated level of commitment and ability to provide all services as outlined in the RFP; specific outline of how the work will be performed; any special resources the Proponent offers.

V. Cost – Competitiveness of price

5.3 Professional Fees

This section should provide a summary of fixed fees, terms and conditions (if any). All taxes are to be excluded. The format of presentation for the fees shall be per the table below:

Item No.	Fee Description	Proposed Fixed Fee
1	Design and Tendering	\$
2	Construction Services	
2.1	Non-Resident Services	\$
2.2	Part-time Resident Services	\$
3	Project Closeout	\$
	TOTAL FEE (Excluding HST)	\$

6. REVIEW / EVALUATION

The following scoring matrix will be utilized by the evaluation team. The evaluation team may consist of personnel from SJAI.

SJAI reserves the right to cancel this RFP at any time for any reason, prior to an official contract/agreement being signed.

Overall Impression – Quality and depth of proposal	10%
Experience with ACAP application	20%
Overall Qualification and Experience – The Proponent will be evaluated on the depth of experience in projects relating to airport asphalt pavement assessments and projected rehabilitation of such as qualifications of individual team members. References will also be considered to ensure satisfactory performance on past projects.	25%
Proposed Approach – Evaluated based on proposed approach, work plan, timelines and deliverables.	30%
Cost	15%

7. OTHER REQUIREMENTS AND INFORMATION

RFP Closing and Submission

Proposals must be submitted prior to 2:00 pm (Local Time) July 28, 2021, to

Email: bwiggins@sjairport.ca

8. ADDITIONAL CONDITIONS

8.1 Confidentiality

Confidentiality of records and information relating to this Project must be maintained at all times.

All correspondence, documentation and information provided by SJAI staff to any Proponent in connection with, or arising out of this RFP or the acceptance of any proposal:

- Remains the property of SJAI.
- Shall be treated as confidential.
- Shall not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent agreement.

All correspondence, documentation and information provided to staff of SJAI by any Proponent in connection with, or arising out of this RFP, and the submission of any Proposal will become the property of SJAI.

8.2 Conflict of Interest Statement

In its Proposal, the Proponent shall disclose to SJAI any potential conflict of interest that might compromise the performance of the work. If such a conflict of interest does exist, SJAI may, at its discretion, refuse to consider the Proposal.

If, during the Proposal evaluation process or the negotiation of the Agreement, the Proponent is retained by another client, giving rise to a potential conflict of interest, then the Proponent shall so inform SJAI. If SJAI requests, then the Proponent shall refuse the new assignment or will take such steps as are necessary to remove the conflict of interest concerned.

Proponents are cautioned that the acceptance of their Proposal may preclude them from participating as a Proponent in subsequent projects where a conflict of interest may arise. The Proponent for this project may participate in subsequent/other SJAI projects provided the Proponent has satisfied pre-qualification requirements of SJAI, if any, and in the opinion of SJAI, no conflict of interest would adversely affect the performance and successful completion of an Agreement by the Proponent.

8.3 Non-Collusion

A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative about the preparation of the Proposals. Each Proponent shall attest that its participation in the RFP process is conducted without any collusion or fraud. If SJAI discovers there has been a breach of this requirement at any time, SJAI reserves the right to disqualify the Proposal or terminate any ensuing Agreement.

8.4 SJAI's Rights In Respect Of the RFP

This RFP does not constitute an offer of any nature or kind whatsoever by SJAI to the Proponent. SJAI does not bind itself to accept any Proposals and may proceed as it determines, in its sole discretion, following receipt of the Proposals. SJAI reserves the right to accept any proposal in whole or in part or to discuss with any Proponent, different or additional terms to those envisaged in this RFP or in such Proponents proposal.

SJAI has the right:

- To cancel the RFP at any time without liability whatsoever to any Proponent.
- To reject any or all the Proposals.

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- To accept any or all of the Proposals;
 - If only one Proposal is received, elect to accept or reject it;
 - Not to accept the lowest fixed fee amount;
 - To alter the schedule; RFP process, procedures or objective of the project or any other aspect of the RFP, as it may determine in its sole and absolute discretion; or
 - To negotiate with one or more Proponents to reach a final agreement for the services.

It is the nature of this RFP process that this RFP and/or the Proposal in response to the RFP will not constitute a binding agreement but will only form the basis for the finalization of the terms upon which SJAI and the chosen Proponent will enter into a final agreement (the “Agreement”), and does not mean that the Proposal is necessarily totally acceptable in the form submitted. After the selection of a Proponent, if any, SJAI has the right to negotiate with the Proponent and, as part of that process, to negotiate changes, amendments or modifications to the proposal without offering the other Proponents to the right to amend their proposals.

8.5 Proponent’s Cost

All costs and expenses incurred by a Proponent related to the preparation or presentation of its proposals shall be borne by the Proponent. SJAI is not liable to pay such costs and expenses or to reimburse or to compensate a Proponent under any circumstances.

8.6 Delays

SJAI shall not be responsible for any delays or costs to the Proponents associated with any reviews or the approval process.

8.7 Funding

The award of any contract is conditional upon funding availability and approval by SJAI and ACAP.

8.8 Payment

Payments to the Proponent will be monthly upon an invoice being submitted by the Proponent to SJAI. All payment terms shall be net thirty (30) days.

8.9 Errors and/or Omissions

It is understood and acknowledged that while the RFP includes specific requirements, a complete review and recommendation is required. Minor items not herein specified but obviously required shall be provided as if specified. The Proponents shall satisfy themselves fully as to the extent of the work required and shall provide all services required to complete the intent of the project. Any misinterpretation of requirements

within this RFP shall not relieve the bidder of the responsibility of providing the services as aforesaid.

8.10 Workplace Safety and Insurance Board

The Proponent shall supply a Clearance Certificate, from the Workplace Safety and Insurance Board with all invoices.

8.11 Changes in the Project

The Proponent shall consider that during the term of the contract there may be regulatory changes that could impact the program. At this time SJAI does not foresee any changes to the above scope of work but changes in legislation or budget constraints may necessitate changes. SJAI reserves the right to negotiate the scope of the assignment during the term of the assignment to reflect issues such as budget concerns, regulatory changes, etc.

8.12 Insurance Requirements

HOLD HARMLESS AGREEMENT: _____ (insert company name) shall at all times indemnify and save harmless SJAI from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever made or brought against, suffered by, or imposed on the SJAI in respect of any loss, damage or injury to any person and/or property directly or indirectly arising out of, resulting from, or sustained, as a result of this contract, the provision of services and any operations connected therewith, save and except for the gross negligence or willful misconduct of SJAI.

Comprehensive General Liability and Automobile Insurance (from the successful proponent & prior to commencement of any work)

The contractor shall, at all times during the course of any work for the Corporation of SJAI, maintain and be financially responsible for:

- a. Commercial general liability insurance coverage in respect to the risks hereunder set out and all operations associated therewith for a limit of no less than \$5,000,000 per occurrence. Coverage shall include but not limited to bodily injury, personal injury, property damage, contractual liability, liquor liability up to the full policy limits, non-owned automobile liability and shall contain a cross liability, severability of insured clause. And have the Contractor's Insurer add by endorsement the Corporation of the SJAI, as an additional insured. The policy shall be endorsed to provide the Corporation of SJAI thirty (30) days written notice of cancellation.

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- b. Standard OAP 1 Automobile Insurance Policy for any vehicle in the care, custody, or control of the Contractor for a minimum limit of no less than \$2,000,000 per accident.
 - c. General Conditions:

Thirty (30) days prior to the execution of the contract, the Contractor shall provide to SJAI Clerk of SJAI confirmation of insurance. SJAI will only accept a certificate of insurance that confirms that all requirements as stated under the Section referred to as **INSURANCE** have been met. If the certificate does not confirm that all requirements have been met, SJAI will require that the Contractor re-issue the certificate. SJAI shall have the right to request a certified copy of the policy issued by a licensed insurance broker.

The policies shall be considered primary and not excess to any insurance available to Corporation of SJAI. All applicable deductibles shall be at the sole expense of the contractor.

Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$2,000,000 and to be job specific. When requested, the Proponent shall provide satisfactory proof of Professional Liability Insurance carried by the Proponent and in accordance with the Professional Engineers Act, R.S.O. 1990, c. P. 28 and Regulations therein in a form acceptable to SJAI.

Change in Coverage

It is understood and agreed that the coverage provided by these policies shall not be changed or amended in any way, nor cancelled by the Proponent until sixty (60) days after written notice of such change or cancellations has been personally delivered to SJAI.

8.13 Permits, Certificates, and Licensing

The Proponent shall be responsible for strict adherence to all Federal, Provincial, Municipal and Engineering codes and by-laws and shall obtain all permits, certificates and licenses as applicable including work completed by Sub-Proponents.

8.14 Safety Regulations and Labour Codes

The Proponent shall be aware of, and comply fully, with SJAI's Health and Safety Program, Health and Safety Requirements in all applicable legislation and regulations in effect in all jurisdictions where the work shall be performed. The Proponent shall also communicate the Health and Safety requirements to their Sub-Contractors and ensure

compliance. The Proponent shall provide a copy of their Health and Safety policy to SJAI prior to commencement of work. Employee training records shall be available to SJAI upon request.

The Proponent (Contractor) and their employees must be trained on SJAI Contractor Orientation prior to commencing the work. All contractors will receive a SJAI Contractor Orientation Card as proof of completion of training. If an employee of a contractor is removed from a SJAI site due to safety violations, the contractor will return their Contractor Orientation Card. The contractor must inform the Corporation of any new or additional employees working on Corporation project and these employees must be orientated prior to beginning work.

8.15 Influence

No person, company, corporation or organization shall attempt in any way, either in private or in public, to influence the outcome of any SJAI purchasing or hiring process.

Any person, company, corporation or organization that attempts to influence the outcome of any SJAI purchasing or hiring process shall be disqualified, and the person, company, corporation or organization may be subjected to exclusion or suspension from other works with SJAI.

8.16 Billing Summaries

The Proponent shall provide a breakdown before its first invoice detailing all work. The breakdown shall be approved by SJAI. Every invoice shall include original upset limit, the current monthly amount, the actual to date, percent (%) complete, and the total amount to complete for each item in the breakdown. All extra work shall be indicated separately. Invoices shall be submitted monthly and any work performed, as an extra, shall have received prior approval by the Contract Administrator in writing. A copy of the written approval shall accompany the invoice. The conditions for invoicing and payment shall be incorporated into any contract that may be prepared as part of the process. Each invoice shall reference the purchase order provided for these works.

8.17 Indemnity

The Proponent agrees to indemnify and save harmless SJAI from any claim or demand arising because of the performance or non-performance of this Contract by the Proponent, and without limiting the generality of the foregoing.

8.18 Dispute Resolution

Disputes shall be adjudicated following agreed protocols.

8.19 Contract Preparation

The Proponent shall be responsible for preparing the first draft of the legal agreements, which shall be subject to the review and approval of SJAI and its counsel. Once the form of Agreement is agreed to by all parties and their counsel, following execution by all parties, SJAI will issue a purchase order to the Proponent.

8.20 Proposal Payment

There shall be no direct payment for the preparation and submission of Proposals or to attend interviews in response to this request for proposals.

8.21 Negotiations

SJAI may award the Agreement based on initial offers received, without discussion. Therefore, each initial offer shall contain the Proponent's best terms/information, including all required documentation as listed.

SJAI reserves the right to enter negotiations with the selected Proponent. If SJAI and the selected Proponent cannot negotiate a successful agreement, SJAI may terminate the negotiations and begin negotiations with the next selected Proponent. This process will continue until an agreement has been executed or all Proponents have been rejected. No Proponent shall have any rights against SJAI arising from negotiations.

8.22 Proponents to Investigate

Consulting firms submitting a proposal shall satisfy themselves by personal examination of the site and, by such means, as they prefer, as to the actual conditions and requirements of the Work.

Proponents shall not rely on information provided by SJAI including reports, existing drawings or any work completed under prior assignments, or any other information provided by SJAI but shall satisfy themselves as to the accuracy of the information and accept full responsibility for design of the works.

8.23 Authorization

LEGAL NAME OF COMPANY: _____

NAME: _____

AUTHORIZED SIGNATURE: _____

ADDRESS _____

TELEPHONE NO. _____

DATED _____

These terms of reference shall be signed and bound or accompany the submitted proposal.

For further information regarding this Request for Proposal please contact:

Brian Wiggins, P.Eng.
Director, Engineering, Facilities and Capital Projects
Saint John Airport Inc.
4180 Loch Lomond Road, Saint John, NB
E2N 1L7, Canada
Tel: 506.638.5574, Fax: 506.638.5550
Cell: 506.647.2697
Email: bwiggins@sjairport.ca

Attachments:

1. Preliminary Design Drawings