

**Vendor Performance evaluation – general guidance: Consulting Services (Construction)**

|   | Overall Score<br>(all questions combined) | Description   |
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| Greatly exceeds expectations  | 99-100                                    | If all or nearly all of the deliverables exceed HRM expectations. Clarification: 80 to 100% of the deliverable’s expectations have been exceeded.                               |
| Exceeds expectations  | 80-98.9                                   | If some deliverables exceed expectations and all others meet expectations Clarification: 20% of deliverables exceed expectations and others consistently meet expectations      |
| Meets expectations  | 60-79.9                                   | If all deliverables meet quality expectations outlined in the contract, but no “extra-value” is added   |
| Minor Concerns  | 40-59.9                                   | If a minimal portion of deliverables are below expectations. Clarification: Less than 20% of deliverables below expectations  |
| Major concerns  | 20-39.9                                   | If more than a minimal portion of deliverables are below expectations. Clarification: More than 20% of deliverables below expectations and may or have jeopardized the project. |
| Unacceptable  | 0-19.9                                    | Contract terminated for default or legal action taken   |
| <p>Note: when the majority of the criteria are exceeding expectations, but there is a minimal amount that also fall below expectations the project manager has the flexibility to look at this holistically and apply judgement in scoring.</p> |   |   |

| <b>Criteria</b>   | <b>Exceptional</b>   | <b>Exceeds Expectations</b>  | <b>Met Expectations</b>   | <b>Minor Concerns</b>  | <b>Major concerns</b>  |
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| Contract deliverables are concise, complete, accurate, and provide required level of detail with regards to elements such as, but not limited to: Pre-Design, Schematic Design, Design Development, Construction Documents, and Pre-Tender. | Deliverables exceed expectations. Consultant responds to questions or concerns promptly and maintains productivity to meet milestones at or before the scheduled time. Proposes creative design solution(s). Demonstrates thoroughness and a logical approach to problem analysis and exploration of alternatives. | Deliverables exceed expectations. Consultant responds to questions or concerns promptly and maintains productivity to meet milestones at or before the scheduled time.   | Provides contract deliverables that are complete, accurate, and contain the required level of detail. | Project experiences delays, unnecessary increased project costs, missed milestones and/or completion date delays, as a result of Consultant action or inaction | Consult with Procurement and Legal Services  |
| The Consultant is responsive regarding owner project input, communicating updates on deliverables as required   | Goes to great lengths to incorporate HRM and/or client input given short turnaround times and maintaining project budget while satisfying the requests. Incorporates changes in a timely and cost-effective manner. Proactively advises HRM and client of potential issues before they arrive.                     | Responds to HRM feedback and incorporates HRM and client input where reasonable and appropriate in accordance with the contract. Exceeds expectations through incorporating HRM feedback. Communicates updates on contract deliverables as | Incorporates HRM and client input and feedback on deliverables.                                       | Fails to consider and/or incorporate feedback from HRM and client as required by the contract  | Does not provide or provides inadequate communication on updates and contract deliverables. Inadequate approach to problem analysis and exploration of alternatives. |

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|   |  | required. Proposes creative design solution(s). Demonstrates thoroughness and logical approach to problem analysis and exploration of alternatives.                                  |   |  |   |
| Cost estimates are within the accuracy range for the prescribed estimate class.   | N/A  | N/A  | Cost estimates are within the accuracy range for the prescribed estimate class. | Cost estimates are not within the accuracy range for the prescribed estimate class.            | N/A   |
| The project is constructible as tendered  | No addenda are required related to the tender documents  | Questions and addenda issued do not result in design changes   | No more than 3 addenda are issued related to the design specifications          | 3 or more addenda are issued as a result of errors or omissions in the design                  | Project tender documents must be reissued as a result of errors and omissions   |
| The Consultant manages errors and omissions: issues accurate specifications and drawings that result in minimal amendments and change orders during the construction phase due to errors and omissions. Addenda are clear | Goes to great lengths to incorporate HRM and/or client input given short turnaround times and maintaining project budget while satisfying the requests. Incorporates changes in a timely and cost-effective manner. Proactively advises HRM and client of potential issues before they arrive. | No HRM intervention required to correct drawings or specifications. Consultant addresses compliance issues with requirements earlier than requested. Documents are clear and concise | Incorporates HRM and client input and feedback on deliverables.                 | Fails to consider and/or incorporate feedback from HRM and client as required by the contract. | Does not provide or provides inadequate communication on updates and contract deliverables. Inadequate approach to problem analysis and exploration of alternatives |

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| and concise, properly referencing specification documents and drawings as required.  |  | and error-free.  |  |   |   |
| Are there any safety violations (such as WCB and OHS notices) during the project.  | N/A  | There are no safety concerns/violations during the project   | Safety concerns/violations, if any, are resolved promptly and appropriately  | Safety concerns or violations involving the Consultant are not resolved promptly or appropriately.  | Safety concerns or violations are repetitive and not resolved promptly  |
| Each stage of the design meets basic legislative requirements, codes and standards related to safety, accessibility, and community needs | Produces innovative design approaches for meeting codes, standards, and other legislated requirements. Proactively integrates accessibility aspects into design for all infrastructure. Proactively provides recommendations/solutions to design issues not previously considered by HRM and/or users. | No safety issues at each design stage. Addresses safety concerns quickly, causing no delays (in schedule or adversely affecting the scope/timeframe). Proactively demonstrates inclusive public accessibility to all infrastructure. | Produces a design at each stage which meets codes, standards, and legislated requirements related to safety, accessibility, and community needs. | Additional costs are incurred due to safety issues. Safety issues identified in designs (e.g.: lacks, but not limited to, reference to applicable legislative codes such as the building code, safety code, electrical code, fire code, etc.... | Fails to address or inadequately addresses identified safety issues. Lacks inclusive public accessibility to infrastructure as required. Safety issues (e.g., not meeting the required code(s) and/or standard(s)) identified in one or more designs. |
| The Consultant provides a final product that functions (i.e., effective,   | Functional programming is performed to exceed user requirements and expectation. Provides user-centric substantiated   | Provides improvements that exceed requirements (i.e. with respect to   | Provides a design that functions for users in accordance with requirements. Design reflects overall  | Final product is inadequate and/or does not fulfill requirements;   | Numerous aspects of the design are inadequate in accordance with requirements.  |

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| <p>economical, efficient, safe, convenient, easy to operate and maintain including engineering and architectural support and service) for program users in accordance with requirements.</p>   | <p>design choices and recommendations in a majority of the design.</p>   | <p>standards, that consider mandatory requirements) that enhance asset preservation. User expectations are exceeded. Provides clear understanding of the overall project objectives and provides substantiated recommendations for the project. Design reflects overall project objectives and constraints.</p> | <p>project objectives and constraints</p>   | <p>requires intervention from HRM to meet standards and other mandatory requirements. Design inadequately enhances asset preservation and fails to reflect project objectives and constraints.</p>   | <p>Design fails to or inadequately reflects project objectives and constraints. Design requires intervention from HRM to meet minimum user-functionality requirements.</p>   |
| <p>The Consultant provides an effective technical concept, which meets the project's environmental requirements, including sustainable design criteria; addresses any compliance issues with the Technical Design Requirements within required</p> | <p>Provides an innovative design that creatively satisfies HRM's Technical Design Requirements in the context of the project. Provides a design with no compliance issues with HRM's Technical Design Requirements. Proactively works with HRM's Project Manager to minimize/eliminate non-compliance prior to submission. Technical</p> | <p>Deliverables exceed mandatory environmental expectations, and long-term sustainability requirements. Negotiates and incorporates changes due to regulatory requirements (over and above guidelines and</p>   | <p>Provides a technical concept that aligns with HRM's Technical Design Requirements. Addresses any compliance issues with HRM's Technical Design Requirements within required timeframes. Provides a technical concept which meets the project's</p> | <p>Deliverables fail to consider or inadequately considers required environmental issues and sustainability, or life cycle costs and/or long-term sustainability. Consultant fails to address or</p> | <p>Extensive re-work of the technical concept is required due to noncompliance with standards or criteria. Technical concept fails to consider or inadequately considers required environmental and sustainability requirements.</p> |

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| timeframes.  | concept exceeds mandatory environmental expectations and sustainability requirements.     | standards), in a timely and cost effective manner. Has no compliance issues with Technical Design Requirements.                          | environmental requirements, including sustainable design criteria.   | inadequately addresses compliance issues with the requirements within committed timeframes.   | Does not comply with HRM's Technical Design Requirements Does not respond to HRM's Project Manager during Technical Design Requirement reviews. |
| No substitutions to key resources, or any substitutes thereto have been vetted and approved by HRM in accordance with requirements.  | Kept the same resources as noted in the bid throughout the contract with no substitutions | Resources substituted upon award (prior to commencement of work) were approved by HRM and stayed throughout the project                  | Limited substitutions to key resources, HRM was advised and HRM approved of the substitution(s), or the substitution was allowed per the contract documents.   | Substitutions were made to resources without following processes outlined in the contract   | Key resources which were one of the basis for award of the contract were substituted with less qualified resources.                             |
| The Consultant manages and facilitates good quality control and inspection process as required: provides timely field reviews, site monitoring/reviews and reporting as required. Expedient review of shop drawings (where applicable to the work) and | Exceeds required quality control and inspection of deliverables.                          | Performed on time or ahead of schedule and with no intervention required from HRM staff or user groups. Exceeds quality of deliverables. | Manages and facilitates quality control and inspection processes. Conducts field reviews and site monitoring/reviews as required. Provides reports on inspections and reviews as required. Reviews shop drawings and other submissions following HRM's | Consultant is unreliable, does not show up on-site during scheduled times. Does not perform or inadequately performs required duties and has conflicts with user groups. Inadequate quality control |   |

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| submissions following HRM's stated format.  |   |  | stated format.  | of deliverables.   |  |
| The Consultant is responsive in managing the contract elements and communicating updates as require   | Exceeds requirements in coordinating contract deliverables in a clear and transparent manner that incorporates other consultants/contractors, in order to meet contract deliverables on or ahead of schedule. | Proactively communicates updates on contract deliverables, responds quickly ahead of required timeframes. Timely, accurate and clear internal responses to contractor /stakeholders. | Communicates regarding deliverables, issues, and activities to relevant stakeholder(s). Responds in a timely manner. Communicates in the manner and format agreed-to. | Does not provide communication, or inadequately communicates on contract deliverables as required, necessitates intervention by HRM staff to provide deliverable information. Causes contract deliverable delays. Fails to respond within required timeframes. Responses are unclear and result in call-backs/RFI responses. |  |
| The Consultant provides proficient contract administration (accurate, organized, effective, practical | Exceeds expectations in managing and coordinating sub-consultants, and is cooperative and available as required. Communication flow is timely and efficient.  | Contract administration tasks such as reviewing work, certifying contractor  | Manages and coordinates sub-consultants, contractors, and suppliers (as applicable) as  | Contract administration tasks such as reviewing work, certifying contractor  | Fails to or inadequately manages and coordinates sub-consultants as required. Fails to |

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| <p>adherence to the contractual obligations and procedures) as required.</p>  |  | <p>payment, and commissioning coordination are up to date and exceed requirements with no issues.</p> | <p>required. Employs sub-consultants who perform the work in accordance with all requirements.</p>  | <p>payment, and commissioning coordination are late and/or inadequately performed</p>   | <p>employ sub-consultants who perform the work in accordance with all requirements. Fails to cooperate and be available pursuant to contract. Instructions do not reach sub-consultants/sub-contractor/supplier in a timely fashion; material input from sub-consultant/sub-contractor/supplier does not reach HRM in time, impacting overall contract progression.</p> |
| <p>The Consultant works well with stakeholders and engages the public as required, escalating issues for additional monitoring. Assists HRM with preventing and resolving site problems, claims, or disputes.</p> | <p>Provides prompt issue prevention and resolution activities in accordance with the contract.</p> | <p>Exceeds scope requirements for the public involvement process and stakeholder sensitivities.</p>   | <p>Works with stakeholders (including HRM staff, clients, and the public) to facilitate the completion of the project. Assists HRM with preventing and resolving site problems, claims, and disputes.</p> | <p>Does not address or fails to adequately address public concerns as required by contract; external communication is poor.</p> | <p>Fails to provide a solution-focused approach to help prevent and resolve site issues, claims and/or disputes in accordance with the contract.</p>  |

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|   |  |  | Stakeholder requests are duly considered and adequately addressed to the stakeholder's satisfaction. |  |   |
| The Consultant demonstrates effective relationship management and coordination of sub-consultants, contractors, and suppliers (if applicable), showing leadership, efficiency, fairness, ensuring positive, professional relationship skills in working with HRM staff and clients as required. | Contract administration tasks such as reviewing work, certifying contractor payment, and commissioning coordination are always up to date and exceed requirements with no issues. Proactively advises the project management team and Contractor before compliance issues arise. | Exceeds expectations in managing and coordinating sub-consultants, and is cooperative and available as required. Employs sub-consultants who perform the work in accordance with all requirements. | Provides contract administration pursuant to the contract  | <p>Fails to or inadequately manages and coordinates sub-consultants as required.</p> <p>Fails to employ sub-consultants who perform the work in accordance with all requirements.</p> <p>Fails to cooperate and be available pursuant to contract.</p> | Contract administration tasks such as reviewing work, certifying contract payment, and commissioning coordination are regularly late and/or inadequately performed. |
| The project was completed on time (as adjusted where applicable).   | N/A  | Provides on schedule delivery of services at every stage of the project (such as, but not limited to: contract acceptance procedures completed; schedule of  | Meets scheduled milestones and deliverables on time as submitted in approved schedule.               | Does not meet scheduled milestones and deliverables on time.   | Inability to meet scheduled milestones and deliverables places project at risk.   |

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|  |  | <p>schematic design, design development, tender drawings and specifications; cost estimates at each stage; processing of change orders; operation &amp; maintenance manuals; approval of shop drawings, warrant inspections, and post occupancy documentation received).</p> |  |  |  |
| <p>The Consultant provides adequate/appropriate time for HRM to review contract deliverables in accordance with requirements</p> | <p>Works with HRM proactively to minimize review time and expedite the review process by resolving potential issues prior to submission.</p> | <p>Exceeds schedule expectations. Provides contract deliverables well ahead of committed timeframes for HRM to review. Consultant's actions and responses to questions contributed to meeting all milestones and early project</p>   | <p>Provides adequate/appropriate time for HRM to review contract deliverables.</p> | <p>Response time is delayed, does not provide HRM adequate time to review.</p> | <p>Missing milestones place the project at risk and/or contribute to increased project costs</p> |

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| Contract amendment requests comply and align with contract requirements, account for items included in scope, and maximize time value while minimizing cost. | Monitors change and risk management plans, making recommendations in order to meet required outcomes (including fundamental shifts in project direction). Provides transparency with HRM regarding contract amendments as required. | No additional costs / amendments for in-scope work. Exceeds expectations with respect to communication and is transparent with HRM regarding contract amendments as required  | Contract amendment requests comply and align with contract requirements, accounts for items included in scope, maximization of time value while minimizing cost.   | Fails to account, or inadequately accounts for items included in scope.  | Amendments for additional fees do not comply or align with contract requirements and are not approved. Fails to manage changes in project direction, HRM intervention is required. |
| Invoices and change orders comply with requirements and align with the work.   | No cost impact due to errors and omissions. Invoices are error-free and are submitted on a regular basis in the prescribed format.  | Change orders and requests for substitutions are requested in compliance with the requirements and align with the work. Reviewing work, certifying contractor payment, commissioning coordination is up to date and exceeds requirements. | Provides invoices and change orders that are accurate, detailed, supported by factual evidence, and reflect the services provided in support of the work. Invoices are submitted in the prescribed format. | Change orders and requests for substitutions are inadequate, and/or not in compliance with the requirements and/or do not align with the work. Invoices are inaccurate, illegible, submitted very late or before work completed. | Reviewing work, certifying contractor payment, commissioning coordination is delayed or inaccurate. Cost impact occurs due to errors and omissions.                                |
| The professional services contract was completed on budget.  | Proactively manages costs by collaborating with HRM and Contractor to meet the approved budget.   | Recommending and improving scope of work and standards that   | Keeps project costs within HRM's approved budget.  | Stages were delayed/late, over forecasted compared to the  | Significant variation in pre-bid estimate and bids received. Costs are   |

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|  |  | <p>reduces project costs. Continuously monitoring HRM's approved budget, and finds innovative ways to save costs. No to minimal variation in pre-bid estimate versus bids received. Estimates include provisions to adjust productivity factors to improve accuracy. Completes work within or under approved budget</p> |  | <p>actuals at each stage. Fails to account for scope of work and standards, lacks contingency or risk mitigation strategies for changes, resulting in additional costs.</p> | <p>outside the accuracy range as detailed in the contract. Estimates do not include all factors and are inaccurate. Fails to complete work within approved budget.</p> |
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