REQUEST FOR PROPOSAL (RFP)
CONSULTING SERVICES AGREEMENT
CERTIFIED INDUSTRIAL HYGIENIST

1. BACKGROUND
Lorneville Mechanical Contractors Investments Ltd. (LMCI) has developed an industrial hygiene program with the overall objective of protecting the health and safety of our employees and meeting the provincial regulatory (WorkSafe) requirements of each provincial jurisdiction. Our program outlines clear objectives regarding industrial hygiene requirements. To facilitate and enhance our program, we are looking to retain a Certified Industrial Hygienist.

The Consulting Services Agreement is entered into by the Consultant (name and address) and Lorneville Mechanical Contractors Investments Ltd., 75 Stinson Drive, Saint John, NB and execution of this Consulting Services Agreement is considered a retainer for stated consulting services for the period of two (2) years from the start-up date.

2. STATEMENT OF WORK
General Service Requirements:
- Visual and physical assessment of project site (walkthrough inspection of the accessible area)
- Determine sampling or testing to be conducted, number of samples, collection protocol/method, laboratory to be used for analysis
- Determine what other physical measurements will be taken (temperature, relative humidity and other IAQ parameters)
- Assessment report to LMCI to include but not limited to observations, findings, sampling results, measurements, WorkSafe regulatory requirements of the provincial jurisdiction or other regulatory requirements and recommendations
- On-call services

3. COMPENSATION – BASIS OF PAYMENT
The following information is requested:
- Consultants’ hourly rate for services (include all rates)
- Premium labor rates for hours charged for evenings, weekends, holidays
- Travel costs
- Equipment costs
- Other labour costs (requires client approval)
- Expendable materials
- Laboratory analysis fees (standard for each analysis and markup for expedited turn-around-time)
- Shipping costs (rental equipment, samples, reports, etc.)
4. **INVOICES**
   The consultant shall submit an itemized invoice(s) of services performed and expenses incurred during the period of performance.

5. **STANDARD OF CARE**
   The consultant will exercise the degree of care and skill ordinarily exercised by a duly certified industrial hygienist. The consultant will not be obligated to perform services not authorized in the consulting services agreement.

6. **LIMITATIONS ON RELIANCE ON DATA COLLECTED**
   The consultant and LMCI (client) agree that the Consultant is responsible to exercise the normal standard of care, as defined in Section 5, Standard of Care and that all readings and samples collected are only representative of the conditions existing at the time and location such readings were taken and samples collected. The Consultant is not responsible for any conditions that existed prior to the time the Consultant performed the work, or for any conditions that came into existence after the Consultant performed such services.

7. **DOCUMENTS**
   Documents generated by the Consultant are intended for the sole use of LMCI (client). LMCI shall not transfer them to others or permit them to be used at other projects for which they were not prepared, without the Consultants’ expressed written consent. In addition the Consultant does not accept liability for any loss, injury, claim or damage arising directly or indirectly from any unauthorized use or reliance on such documents.

8. **CERTIFICATION OF QUALIFICATION**
   Please provide the following:
   - Schooling
   - Certification/designation
   - References

9. **EXPECTED TERMS OF SERVICE**
   Initial services are required for two (2) year period, to be reviewed at the end of the first year, after award of the contract and start-up date. This agreement may be terminated by either party before the end of the term, with or without cause, by giving 45 days written notice.

10. **LMCI’s CONTRACT CONTACT**
    The Program Administrator is LMCI’s Corporate Health, Safety & Environment Manager. LMCI Ltd. is inclusive of; Lorneville Mechanical Contractors Ltd., Master Mechanical Contractors Ltd. and LOMA Ltd.

11. **CURRENT AND EXPECTED LOCATIONS**
    The Consultant shall have the ability to provide a national network capable of providing services outside of the province of New Brunswick.
Styve Dumouchel, Chief Executive Officer
Lorneville Mechanical Contractors Investments Ltd.

__________________________________
Consultant

Date:

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Date: