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Bid Receiving Public Works and Government  
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PO Box 1408 , Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3C 2Z1  
Bid Fax: (204) 983-0338

## **SOLICITATION AMENDMENT MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

### **Comments - Commentaires**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada -  
Western Region  
P.O. Box 1408, Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3C 2Z1

<b>Title - Sujet</b> CHARS Construction Manager	
<b>Solicitation No. - N° de l'invitation</b> ET025-130917/B	<b>Amendment No. - N° modif.</b> 004
<b>Client Reference No. - N° de référence du client</b> AANDC - 20130917	<b>Date</b> 2012-12-03
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PWZ-050-8259	
<b>File No. - N° de dossier</b> PWZ-2-35112 (050)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-12-19</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Central Standard Time CST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> McRuer, Daniel	<b>Buyer Id - Id de l'acheteur</b> pwz050
<b>Telephone No. - N° de téléphone</b> (204) 983-6106 ( )	<b>FAX No. - N° de FAX</b> (204) 983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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**Amendment No. 004 is being issued for the following:****1. Bidders' Conference Minutes**

Attached are the minutes from the Bidders' Conference held on November 22, 2012 in Winnipeg, Manitoba.

**2. Presentation to Bidders of Construction Management Services**

Attached on MERX as ATT 10.

**3. General Instructions To Bidders**

GI09 Bid Security Requirements

Clarification to Item 1):

The "bid amount" means the "Total Proposal Amount" referenced in Appendix "A" Price Proposal Form BA03 1).

**4. Supplementary Conditions**

Add the following:

SC04 Option to Award Contract

Canada shall initially award the Fixed Fee portion of the Total Proposal Amount (Appendix "A" BA03 1) (a)). The Contractor grants to Canada the irrevocable option to award the remaining portion of the Total Proposal Amount (Appendix "A" BA03 1) (b) and (c)) under the same conditions, for the portion of the Work described in Section 3 of Annex A (CM Constructor Required Services).

Canada may exercise this option at any time by sending a written notice to the Contractor. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

**5. Contract Documents****GC9 Contract Security R2890D (2012-07-16)**

GC9.1.1 (Obligation to Provide Contract Security)

Delete in its entirety.

Replace with:

Within 14 days after the date that the Contractor receives written notice that Canada has exercised its option for the work outlined in Appendix "A" BA03 1) (b) and (c) (CM Constructor Required Services), the Contractor shall, at the Contractor's expense, obtain and deliver Contract Security to Canada in one of the forms prescribed in GC9.2, "Types and Amounts of Contract Security".

### **Insurance Terms R2910D (2008-12-12)**

#### **IT1.1.1 (Proof of Insurance)**

Delete in its entirety.

Replace with:

Within thirty (30) days after the Contractor receives written notice that Canada has exercised its option for the work outlined in Appendix "A" BA03 1) (b) and (c) (CM Constructor Required Services), and prior to commencement of the Work, the Contractor shall deposit with Canada a Certificate of Insurance Form 357, a copy of which is available on Public Works and Government Services Canada's Web site.

## **6. Annex A Construction Management Terms of Reference**

### **6.1 Section 3.6.1.1 CM's "Own Forces" work**

Delete: \$50,000.00

Replace with: \$25,000.00

### **6.2 Delete Section 3.1.2.3.9 Costs of Fees, Permits, and Certificates.**

### **6.3 Add the following items to Section 3.1.2.4:**

3.1.2.4.6 Costs of Fees, Permits, and Certificates

3.1.2.4.7 Utility connection charges

3.1.2.4.8 Cable/Broadband connection charges

3.1.2.4.9 Telephone connection charges

### **6.4 Add paragraph to end of Section 3.1.2.4 to read: The reimbursable costs cover net cost to the contractor of services, products, construction machinery and equipment, freight, handling, unloading, storage, installation and other authorised expenses incurred in performing the work. The Construction Manager's percentage base fee will be applied against the net cost of the reimbursable expense.**

### **6.5 Add the following to the end of Section 2.8.5: Travel expenses during the design phase (airfare, board and lodging, vehicle rental, taxi, etc.) will be paid for at cost (according to Treasury Board approved rates) without mark-up. A reimbursable expense allowance of \$60,000 has been established for this purpose and will form part of your fixed price for advisory services. The contract price for advisory**

services will be adjusted by written order to provide for excess or deficit to the reimbursable expense allowance.

6.6 Delete Section 2.8.6 Meetings During the Construction Phase

6.7 Add Section 3.1.3 Meetings during the Construction Phase

The CM shall:

- .1 Arrange and coordinate all construction meetings on site.
- .2 Regular site meetings to be held monthly through the duration of the project.
- .3 Bi-weekly teleconferences may also be required throughout the construction phases of the project.
- .4 Prepare and distribute minutes within two (2) working days of the meeting.
- .5 Endeavour to hold all meetings as Green Meetings (i.e. Electronic copies of documents where possible or double sided hard copies).
- .6 Establish a list of standing agenda items, including (as a minimum):
  - .1 Review and acceptance of previous minutes
  - .2 Schedule and progress
  - .3 Cost issues and changes
  - .4 Risk and quality issues
  - .5 Quality
  - .6 Scope of work
  - .7 Site safety and security
  - .8 Sustainable development and
  - .9 Commissioning

6.8 Change Section 1.6.1.3.6 from "other packages to be identified later (approximately 10%)" to "other packages to be identified later (approximately 9.5%)"

6.9 Add Section 1.6.1.3.7 Reimbursable Cost Allowance (approximately 0.5%)

## 7. Answer to an Enquiry received during the Solicitation Period

Question: With respect to SI10 Nunavut Land Claims Agreement, of the Request for Proposal, where is the proponent to identify their Inuit Benefits Plan within the proposal submission as well as associated values / percentages to be used in the evaluation process as set out Appendix 'E' of the Inuit Benefits Incentive and Penalty Sample Evaluation? Presently there is no allowance for this in the 30 page submission requirement or the Price Proposal Form. In another PWGSC CM Services RFP we have looked at recently this component is specifically excluded from the page counts and sets out submittals.

Answer: Please refer to Solicitation Amendment No. 003, Item 2.

Solicitation No. - N° de l'invitation

ET025-130917/B

Amd. No. - N° de la modif.

004

Buyer ID - Id de l'acheteur

pwz050

Client Ref. No. - N° de réf. du client

AANDC - 20130917

File No. - N° du dossier

PWZ-2-35112

CCC No./N° CCC - FMS No/ N° VME

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## **8. Appendix "A" Price Proposal Form**

Delete: PRICE PROPOSAL FORM (5 pages)

Replace with: PRICE PROPOSAL FORM (6 pages)

**Solicitation ET025-130917/B**  
**Canadian High Arctic Research Station (CHARS)**  
**Construction Manager (CM) Bidders' Conference**  
**Broadway Conference Room, 167 Lombard Ave., Winnipeg, MB**  
**November 22nd, 2012, 1:00 PM CST**

**ATTENDANCE**

**PWGSC Representatives:**

Brian Milne (Project Manager)  
Dan McRuer (Supply Specialist)  
Ada Yu (Acquisitions Manager)  
Bev Laurin (Procurement Assistant)

Bob Tibbo (Fairness Monitor)  
Alain Fournier (FGMDA/ NFOE)

Jamie Whaley (EllisDon)  
Ken Szarkowicz (Clark Builders)

**AANDC Representatives:**

Nick Xenos (Director, Arctic Science Policy)  
Matthew Hough (Engineering Manager)

**MINUTES**

**Meeting commencement:**

1:01 PM

**1. Welcome and Introductions** (Dan McRuer)

- Dan McRuer introduced himself as the Public Works and Government Services Canada (PWGSC) Contracting Officer for the CHARS project and delivered welcoming remarks.
- The Agenda for the meeting was distributed to all.
- Dan advised that minutes are being taken and will be issued on MERX as a Solicitation Amendment. The minutes will become the official record of what was discussed at the Bidders' Conference, and will form part of the solicitation.
- All were requested to sign the Attendance Register.
- Dan introduced the PWGSC and AANDC (Aboriginal Affairs and Northern Development Canada) representatives.
- Dan also introduced Alain Fournier, representing the CHARS Design Consultant, and the Fairness Monitor, Bob Tibbo.
- Bob explained the role of the Fairness Monitor:
  - The Fairness Monitor's role is to ensure fairness in the overall process. The Fairness Monitor will review all documents and communications between the government project team and the Bidders as well as observe decision making processes ensuring the process is fair, open, transparent and consistent with the process as it is defined. A report will be written by the Fairness Monitor following the procurement process attesting to the fairness of the procurement activities.
- Round Table introductions were done for the interested Bidders present.

**2. CHARS Project Overview** (Nick Xenos)

- Nick Xenos provided a summary of the CHARS project via a PowerPoint presentation.  
Note: Please refer to the attached document: *Presentation to Bidders of Construction Management Services* [attached on MERX as ATT 10].
- Nick noted the following:
  - The Prime Minister has visited the North for the past seven summers.
  - CHARS is a priority of the Canadian Government.
  - CHARS will help further Canada's Northern Strategy.
  - An important political milestone is the opening of CHARS on July 1, 2017.

- Cambridge Bay was picked for many reasons (e.g., wildlife, resources, a regional hub, interesting partners from a science point of view, a fair sized community).
- Integration into the community of Cambridge Bay is very important.
- The four pillars of Canada's Northern Strategy were reviewed [please see the PowerPoint presentation for details].

#### Questions and Answers:

Q1) Will the successful proponent be responsible for having a presence in Cambridge Bay?

A1) No.

Q2) How close are you to selecting a site?

A2) Fairly close; the intention is to have a site picked before the CM contract is awarded.

Q3) Is the design complete, or in design phase?

A3) We're still doing design, and we are nailing down the requirements. We are in the pre-design phase. We are finalizing, so it's good to have the CM on board as soon as possible.

Q4) Is there an option for the CM being part of the design process?

A4) Yes, the CM will become part of the design team, and there is a series of duties the CM will be involved with such as constructability issues, scheduling, and product selection. The CM can give us advice during the design phase. It is an integrated design approach. In Nunavut 50% of the population is under 25, and this is an opportunity to get them excited. It is a small town and the town is very excited about the project. The CM will have a role in the community, how the facility is built, and who it is built with. The CM will be part of the design and schedule, but also have the opportunity to obtain local spin-offs, and use local contractors. The major decision was that we wanted integration, instead of a standard contract, or using exterior resources. We need that capacity to maintain the station after it is built. We want to be a model in the North. As a science and technology station, we want to be a model and we are taking it to heart.

### **3. CHARS Prime Consultant Comments** (Alain Fournier)

- Alain introduced himself as in charge of the joint venture FGMDA / NFOE Architects, acting as the Prime Consultant for the CHARS project.
- Alain provided the following comments:
  - FGMDA has experience working in the north, and NFOE brings extensive science laboratory expertise.
  - One sub-consultant is SNC-Lavalin, who has extensive northern experience.
  - Currently, we are at the end of the pre-design phase, completing space data sheets, a proximity exercise with AANDC, and waiting to get approval. Then we'll move onto the design phase.
  - Design phase will start once a site is selected. We are close, it's a matter of getting it approved. Hope is it will be approved by the time the CM is on board.
  - AANDC is working on finalizing the program.
  - Topographical surveys are also being done on the potential sites.
  - Given the tight timelines, it is intended to have the CM involved as early as possible.
  - The CM will work together the Prime Consultant on the design concept, and structure of the work packages. Part of the CM's challenge will be deciding how the work packages are structured so they can be integrated in the local community and meet the project schedule.
- Alain indicated he is looking forward to working with the successful CM.

#### Questions and Answers:

Q1) Is the project team any closer to finalizing the functional program area?

A1) The project team is meeting Friday, November 23rd, to finalize the functional program.

Q2) There's a large square metre spread in the contract documents for the functional program area. Will more updated information be available before closing?

A2) Yes. The number and size of the various buildings is still being determined; however, the overall gross functional program area is estimated to be 6774 square metres. A more detailed breakout will be provided in a Solicitation Amendment.

#### **4. Project Management Overview** (Brian Milne)

- Brian introduced himself to the group and reiterated that he will be the lead for the project.
- He explained that he would be working directly with the successful firm after contract award.
- He indicated PWGSC has a comprehensive team for this project: a contracting group (Dan and Ada), a senior Project Manager (John Davidson), and an Architectural & Engineering group in Winnipeg and Edmonton that will be able to provide technical assistance and expertise.
- Brian also commented that it is important to note that Dan will be the main contact for Bidders during the procurement process (including debriefings once the CM contract is awarded).

#### **5. Request for Proposal Overview** (Dan McRuer)

- Dan provided the following overview of the Request for Proposal:
  - This bid solicitation cancels and supersedes previous bid solicitation number ET025-130917/A dated October 2, 2012 with a closing of November 14, 2012 at 14:00 hours. The referenced solicitation is being reissued to amend the estimated construction cost in Appendix "A" Price Proposal Form, and Annex A - Construction Management Services Terms of Reference.
  - The reissued RFP was posted on MERX November 9th.
  - To date three amendments have been issued and all are appearing on MERX
  - This is a One Phase Request for Proposal. This means both the Technical Portion and Price Proposal are submitted at same time and must be submitted on or before the solicitation closing date (December 19, 2012, at 2:00 PM, Winnipeg time, Central Standard Time).
  - The Bid Receiving Address is located on the front page of the RFP document. Proposal packages must be delivered to this address.
  - Is important to read over the documents carefully to make sure all the requirements of the RFP are met.
  - All questions regarding the solicitation are to be submitted in writing and directed to me only. My email address can be found in Amendment No. 1 [dan.mcruer@pwgsc-tpsgc.gc.ca].
  - Per SI04, enquiries should be received no later than 9 calendar days prior to the solicitation closing date. This will be Monday, December 10th, 2012.
  - Enquiries received after that time may result in an answer not being provided.
  - Bid security as defined in GI09 must be submitted with your proposal at time of solicitation closing.
  - If you are submitting a Bid Bond, make sure to use the Bid Bond form specified in the RFP (PWGSC TPSGC 504 dated May 2011).
  - Also, make sure to consult the "Treasury Board Appendix L, Acceptable Bonding Companies" to ensure the Bonding Company you are using is on the list.
  - Links to these two documents can be found in RFP SI13 Web Sites.
  - Per GI09, a separate Consent of Surety document is not a requirement. The Bid Bond document and the Price Proposal Form cover the Bidder's obligations should they be awarded the Contract.
- Dan also discussed two changes that will be made to the RFP:
  - First of all, due to Treasury Board approvals required for this project, the Contract will be awarded as follows:  
Canada shall initially award the Fixed Fee portion of the Total Proposal Amount (Appendix "A" BA03 1) (a)).  
The Contractor grants to Canada the irrevocable option to award the remaining portion of the Total Proposal Amount (Appendix "A" BA03 1) (b) and (c)) under the same conditions, for the portion of the Work described in Section 3 of Annex A (CM Constructor Required Services).
  - A Supplementary Condition (SC04) will be issued to add this award option condition.



- As a result, the Contract Security requirements (per GC9 Contract Security) and the Insurance requirements covered in GC10 Insurance and in the Insurance Terms (please refer to BA06 of the Price Proposal Form for a list of the Contract Documents) will not need to be supplied until Canada has exercised the option to award the remaining portion of the Total Proposal Amount (i.e., the CM Constructor Required Services).
- Secondly, a Solicitation Amendment will be issued covering the following items as reimbursable costs:
  - Travel
  - Construction Permits and Fees
  - Utility connection charges (e.g., power, telephone, broadband)
- The Solicitation Amendment will cover in detail how these reimbursable costs will be administered during the contract.

## **6. Questions and Answers**

### **Questions asked during the Bidders' Conference**

Q1) Are the reimbursable travel costs from a specific city?

A1) It will be for travel associated with the Advisory Services as requested by the Project Manager. The specific details are unknown at this time.

Q2) Are all the consultants selected?

A2) Yes.

Q3) Why did the budget drop by ten percent?

A3) The budget did not drop by ten percent from the canceled solicitation (ET025-130917/A) to this solicitation. A wrong budget figure was used in error.

Q4) To confirm, there is a list of acceptable Treasury Board bonding companies?

A4) Yes. RFP SI13 provides the link to the TB web site which lists the acceptable bonding companies.

Q5) Where will most of the pre-construction and advisory meetings be held?

A5) Right now the possible locations are: Winnipeg, Ottawa, Cambridge Bay, and Montreal. That is why there will be a reimbursable expense for travel; at this point we don't know where the different meeting locations will be. There are several options available as AANDC is in Ottawa [Gatineau], the Consultant is in Montreal, and Winnipeg is in the middle of the of the country. In addition to other meetings, there will also be design charrettes held in Cambridge Bay.

### **Questions submitted prior to the Bidders' Conference**

Q1) Annex 'A' Paragraph 1.3.2.9 discusses BIM for the design documents and then only references BIM again in the Warranty Section 3.10.1 of the service requirements saying that the CM is to turn over updated BIM. Can you confirm who is responsible for updating the BIM throughout the course of construction, the Design Consultant or the CM?

A1) This question will be answered in more detail as a Solicitation Amendment; however, in general terms, CHARS is being designed using BIM, and the Consultant will have access to BIM. The CM will not be required to provide input or changes to the BIM model. It will only be for the CM's use if needed.

Q2) With respect to the pricing proposal submission, we find it difficult to provide lump sum pricing for some aspects of Division 1 requirements such as the final site location, final program size, footprint/floors, etc. and how this relates to our temporary services such as temporary heat, temporary power, security fencing, etc. Please clarify, or possibly provide an allowance for all bidders to carry in regards to components not able to be defined at this time.

A2) As mentioned earlier, this will be addressed by way of a Solicitation Amendment covering several reimbursable costs. Also, some of these requirements are covered in the drawing provided as part of Solicitation Amendment No. 003 (e.g., building layout, security fencing). Once you have seen these [reimbursable costs] please flag us with further questions if there are additional concerns. There are unknowns associated with this project; however, we will try to minimize the risk and mitigate your concerns.

Q3) With respect to Bid Security as well as Performance Surety requirements, we request the following clarifications: Is Consent of Surety required? If so, what will be the Bond requirement for the successful proponent?

A3) Consent of Surety was covered earlier [please see Request for Proposal Overview] and GC9 provides the requirements for contract security.

Note: A similar request was also made regarding the Insurance requirements. Bidders are to refer to GC 10 Insurance and Insurance Terms which provide complete details of what is required.

Q4) Our interpretation is that there may be some overlap in what is defined as the cost of construction and discussion on what is in and out of Sections BA03 1) a, b and c. Primarily the division between the lump sum fee bid which relates to what would be categorized as Pre-Construction Services except then slides into Construction Services as well as the make up of construction cost in relation to CM salaries noted in BA04 1) (b). Please clarify.

A4) Section 2.0 "CM Advisory and Support Required Services" is required during both the design and construction phases of the project. The fixed price portion of the contract covers Section 2.0 "CM Advisory and Support Required Services" and will be paid out in equal monthly installments over the duration of the project from initial contract award through to project completion. Section 3.0 "Constructor Required Services" covers only the construction phase of the project through to project completion. Your percentage based fee will cover only Section 3.0 requirements.

Q5) We typically submit a price for construction staff as a monthly cost including overhead and support services. In the RFP, staff is included in the % fee. What would be the mechanism for change should the project duration change. The RFP suggests a 33 month construction duration, should we base our staff costs on this time frame only?

A5) When you bid, base it upon the 33 month construction estimate. This is the best estimate we have at this time.

Note 1: One Bidder asked: Isn't item 3 [BA03 1)(c) of the Price Proposal Form] a percentage fee? Wouldn't it be a justified percentage? For example, if the budget of \$70M goes to \$90M then the value of the percentage fee changes? Answer: Yes. It is based on the total contract value.

Note 2: One Bidder asked: What will happen if the construction time goes from 33 to 36 months? Answer: We will have to discuss it, and we would need to see what happened. If it is out of the CM's responsibility, then the CM would submit a claim and we would review the claim. The GC's cover the steps required regarding a claim.

Q6) Will bonding and insurance be requested at point of construction or at point of contract award?

A6) As discussed earlier, the bonding and insurance will be required once the option for the CM Constructor Required Services is invoked. A Solicitation Amendment will be issued to clarify.

Q7) The Hamlet of Cambridge Bay only offers Development Permits. Reference: "GI05 CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES. Will the Construction Manager supply the Development Permit?

A7) Yes.

Note: One Bidder asked if this will be a reimbursable expense. The answer was, yes, it will be a reimbursable expense.

- Dan advised that should there be additional questions, please send the questions to him in writing per SI04.

**Meeting Adjourned:**

2:15 PM