

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
Suite 1650
635 - 8th Ave. S.W.
Bureau 1650
635 - 8e avenue, SO
Calgary
Calgary
Alberta
T2P 3M3
Bid Fax: (403) 292-5786

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet General Design - Giant Mine	
Solicitation No. - N° de l'invitation EW702-140229/A	Date 2013-06-20
Client Reference No. - N° de référence du client PWGSC 20140229	
GETS Reference No. - N° de référence de SEAG PW-\$GMP-006-6089	
File No. - N° de dossier GMP-3-36009 (006)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-07-31	Time Zone Fuseau horaire Mountain Standard Time MST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Pahl, Nathaniel	Buyer Id - Id de l'acheteur gmp006
Telephone No. - N° de téléphone (403) 292-5410 ()	FAX No. - N° de FAX (403) 292-5786
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 5TH FL TELUS PLAZA NORTH 10025 JASPER AVE EDMONTON Alberta T5J1S6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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/Travaux
publics et Services gouvernementaux Canada
Suite 1650
635 - 8th Ave. S.W.
Bureau 1650
635 - 8e avenue, SO
Calgary
Calgary
Alberta
T2P 3M3

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

TABLE OF CONTENTS

The following is intended to clarify the general structure of the whole document.

A. Supplementary Instructions to Proponents (SI)

- SI1 Introduction
- SI2 Summary of Requirement
- SI3 Proposal Documents
- SI4 Questions or request for clarifications
- SI5 Optional Site Visit and Proponents Conference
- SI6 Canada's Trade Agreements
- SI7 Code of Conduct and Certifications - Related Documentation
- SI8 Supplemental Insurance
- SI9 Web Sites

B. Terms, Conditions and Clauses

- 1. Agreement
- 2. Supplementary Conditions (SC)
 - SC1 Public Ceremonies and Signs
 - SC2 Agreement Term
 - SC3 Task Authorization Process
 - SC4 Authorities
 - SC5 Supplementary Insurance
 - SC6 Health and Safety
 - SC7 Tlicho Land Claim and Self-Government Agreement
 - SC8 Aboriginal Opportunities Consideration
- 3. Agreement Particulars

Annexes

- Annex A Team Identification Format
- Annex B Declaration/Certifications Form
- Annex C Price Proposal Form
- Annex D Submission Requirements and Evaluation (SRE)
- Annex E Terms of Reference
- Annex F Task Authorization Form

A. SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

SI1 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) intends to retain an individual consulting firm or joint venture to provide the professional services for the project as set out in this Request for Proposal (RFP).
2. This is a single phase selection process. The nature of the requirement and the anticipated limited number of response by the industry leads PWGSC to believe that this approach will not unduly force a large number of firms to expend an overall unreasonable amount of effort in response to PWGSC.
3. Proponents responding to this RFP are requested to submit a full and complete proposal. The proposal will cover not only the qualifications, experience and organization of the proposed Proponent Team, but also the general approach to the services, and the pricing and terms offered. A combination of the technical and price of services submissions will constitute the proposal.

SI2 SUMMARY OF REQUIREMENT

Giant Mine is a former gold mine located within the City of Yellowknife in the Northwest Territories. It covers 872 hectares and encompasses a number of ponds and small lakes - including Baker Creek, Pocket Lake, Trapper Lake and a portion of Yellowknife Bay (Great Slave Lake). Giant Mine is roughly a 10-minute drive from downtown Yellowknife along Highway 4 Ingraham Trail. From 1948 to 2004, Giant Mine produced 7.6 million ounces of gold. While gold mining in Yellowknife was a significant economic driver to the economy, it left a legacy at Giant. The processing of gold resulted in the production of approximately 237,000 tonnes of arsenic trioxide, and that trioxide is currently stored in solid rock in underground vaults. There is also arsenic contamination on the surface. In 1999, the owner of Giant Mine, Royal Oak Mines, went into receivership. The court assigned the site to the Government of Canada through Aboriginal Affairs and Northern Development Canada (AANDC) whom effectively inherited the site and its environmental condition.

In order to prepare the Giant Mine Remediation Plan, AANDC incorporated eight years of research and engineering work into the plan. The plan has evolved and been improved through-out this time by input sessions from community, public and stakeholders. The plan has also been reviewed and adapted by experts in the fields of engineering, mine remediation, geology and health sciences. Remediation activities at Giant Mine require a water license and as part of the water licensing process, the Giant Mine Remediation Project (GMRP) was directed into an environmental assessment (EA). With the support of PWGSC, AANDC has submitted the Giant Mine Remediation Plan that is currently under EA review.

This procurement will result in a task authorization agreement to supply general engineering and design services required on an "as and when requested basis" to advance ground freezing and water treatment components of the remedial approach currently under review. The final scope of services to be completed by the successful Proponent cannot be finalized until the formal EA review process is complete and the remedial approach is confirmed. As proposed, the remedial response includes freezing of underground chambers to isolate stored arsenic trioxide dust and long term water treatment of arsenic impacted mine water and surface water. It is anticipated the scope of services will include the advancement of the conceptual design of the water treatment

plant (as the project is anticipated to be delivered under a Design-Build-Operate approach) and detailed design of the ground freezing components of the remedial approach.

The Proponent will be expected to provide a full range of engineering and design services on an "as and when requested" basis including but not limited to, electrical, mechanical, instrumentation & controls, structural and ground freeze engineering, as well as cost estimates, risk assessments, on-site supervision, quality control & assurance, commissioning witnessing/verification and project close-out coordination. The proponent may also be required to provide technical support to PWGSC through the regulatory process.

The Proponent will also assist PWGSC and the Construction Manager to develop work packages to support Design-Bid-Build, Design-Build and Design-Build-Operate project delivery approaches. PWGSC will act as the Project Manager throughout the duration of this Agreement.

SI3 PROPOSAL DOCUMENTS

1. All instructions, general terms, conditions and clauses identified in the RFP by number, date and title, are hereby incorporated by reference into and form part of this solicitation and any resultant agreement.

All instructions, general terms, conditions and clauses identified in the RFP by number, date and title, are set out in the Standard Acquisition Clauses and Conditions Manual (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) issued by Public Works and Government Services Canada.

2. The following are the proposal documents:
 - (a) Supplementary Instructions to Proponents (SI); R1410T (2013-04-25), General Instructions to Proponents (GI); Submission Requirements and Evaluation (SRE);
 - (b) the general terms, conditions and clauses, as amended, identified in the Agreement clause;
 - (c) Terms of Reference;
 - (d) any amendment to the solicitation document issued prior to the date set for receipt of proposals; and
 - (e) the proposal, Declaration/Certifications Form and Price Proposal Form.
3. Submission of a proposal constitutes acknowledgment that the Proponent has read and agrees to be bound by these documents.

SI4 QUESTIONS OR REQUEST FOR CLARIFICATION

Questions or requests for clarification during the solicitation period must be submitted in writing to the Agreement Authority named below as early as possible. Enquiries should be received no later than 7 working days prior to the closing date identified on the front page of the Request for Proposal. Enquiries received after that date may not be answered prior to the closing date of the solicitation.

Nathaniel Pahl

nathaniel.pahl@pwgsc-tpsgc.gc.ca

SI5 OPTIONAL SITE VISIT AND PROPONENTS CONFERENCE

It is recommended that the Proponent or a representative of the Proponent visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on **July 09, 2013 at 09:00 AM, C-Dry Boardroom, Giant Mine Site, Yellowknife NWT.**

Attendance of the Site Visit is limited to 1 individual from each company for the tour of the work site.

A proponents conference will be held after the site visit **at 1:30 PM**. The location of the proponents conference will be provided to registrants once the location has been determined.

The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. Any questions and answers, clarifications or changes to the proposal solicitation resulting from the proponents' conference will be included as an amendment to the proposal solicitation. It is recommended that proponents who intend to submit a proposal attend or send a representative. Proponents who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a proposal.

The Pre Design Reports (PDRs) will be provided at the Proponents Conference. The PDRs available for this conference include the Freeze, Water Treatment Plant and Site Services.

Proponents are requested to communicate with the Agreement Authority before the scheduled visit and conference to confirm attendance. Proponents should provide, in writing, to the Agreement Authority, the names of the person(s) who will be attending and a list of issues they wish to table at least 5 working days before the scheduled conference.

It is mandatory that all persons attending the site visit have the proper safety footwear (CSA approved green patch) . Hard hats, safety glasses and high visibility vests are also required. Personnel/individuals who do not have the proper safety attire will be denied access to the site. Non-registered proponents may not be allowed on the site.

All travel and living costs associated with travel to Yellowknife for the purpose of attending the Site Visit / Proponents Conference will be borne by the Proponent or their representative.

SI6 CANADA'S TRADE AGREEMENTS

This procurement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the World Trade Organization - Agreement on Government Procurement (WTO-AGP).

SI7 CODE OF CONDUCT AND CERTIFICATIONS - RELATED DOCUMENTATION

By submitting a proposal, the Proponent certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the R1410T (2013-04-25) General Instructions to Proponents (GI). The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true.

SI8 SUPPLEMENTAL INSURANCE

This procurement contains Supplementary Insurance Requirements described in the Supplemental Conditions.

SI9 WEB SITES

The connection to some of the Web sites in the RFP is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Employment Equity Act

[Http://laws.justice.gc.ca/en/E-5.401/index.html](http://laws.justice.gc.ca/en/E-5.401/index.html)

Federal Contractors Program (FCP)

<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>

Certificate of Commitment to Implement Employment Equity form LAB 1168

<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>

Code of Conduct for Procurement

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

Consent to a Criminal Record Verification (PWGSC-TPSGC 229 form)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

Lobbying Act

<http://laws.justice.gc.ca/en/L-12.4/?noCookie>

Contracts Canada

<https://buyandsell.gc.ca/>

Supplier Registration Information

<https://srisupplier.contractsCanada.gc.ca>

Consultant Performance Evaluation Report Form

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf>

Canadian economic sanctions

<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

National Joint Council (NJC) Travel Directive

[Http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php](http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php)

B. TERMS, CONDITIONS AND CLAUSES

1. AGREEMENT

1. The Consultant understands and agrees that upon acceptance of the offer by Canada, a binding Agreement shall be formed between Canada and the Consultant and the documents forming the Agreement shall be the following:

- (a) the Front Page and this Agreement clause;
- (b) the General Terms, Conditions and Clauses, as amended, identified as:
 - R1210D (2013-04-25), GC1 - General Provisions
 - R1215D (2011-05-16), GC2 - Administration of the Contract.
 - R1220D (2011-05-16), GC3 - Consultant Services
 - R1225D (2012-07-16), GC4 - Intellectual Property
 - R1230D (2012-07-16), GC5 - Terms of Payment
 - R1235D (2011-05-16), GC6 - Changes
 - R1240D (2011-05-16), GC7 - Taking the Services Out of the Consultant's Hands, Suspension or Termination
 - R1245D (2012-07-16), GC8 - Dispute Resolution
 - R1250D (2012-07-16), GC9 - Indemnification and Insurance
 - Supplementary Conditions
 - Agreement Particulars
- (c) Terms of Reference;
- (d) any amendment to the solicitation document incorporated in the Agreement before the date of the Agreement;
- (e) The signed TA agreement (including all of its annexes, if any);
- (f) the proposal, the Declaration/Certifications Form and the Price Proposal Form.

2. The documents identified above by title, number and date are hereby incorporated by reference into and form part of this Agreement, as though expressly set out herein, subject to any other express terms and conditions herein contained.

The documents identified above by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

3. If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.
 - (a) any amendment or variation in the Agreement that is made in accordance with the terms and conditions of the Agreement;
 - (b) any amendment to the solicitation document incorporated in the Agreement before the date of the Agreement;
 - (c) this Agreement clause;
 - (d) Supplementary Conditions;
 - (e) General Terms, Conditions and Clauses;
 - (f) Agreement Particulars;
 - (g) Terms of Reference;
 - (h) the proposal.

2. SUPPLEMENTARY CONDITIONS (SC)

SC1 COST CONTROL

If the services required under a Task Authorization are for a construction project, the following will apply:

1. Throughout Project development, the Construction Cost Estimate prepared by the Consultant shall not exceed the Construction Cost Limit.
 - (a) In the case of TA 2 (per the attached Terms of Reference, section 3.1), the Construction Cost limit will be defined as the approved Class D Cost estimate.
 - (b) In the case of TA 3 and TA4 (per the attached Terms of Reference, section 3.1), the Construction Cost limit will be defined as the approved Substantive Cost estimate.
2. Notwithstanding GC 5.8 of R1230D Terms of Payment, para 1 to 4, in the event that the Consultant considers that the Construction Cost Estimate will exceed the Construction Cost Limit, the Consultant shall notify the Project Authority and if the excess is due to factors under the control of, or reasonably foreseeable by the Consultant, the Consultant shall, if requested by the Project Authority, and at no additional cost to Canada, make such changes or revisions to the design as may be necessary to bring the Construction Cost Estimate within the Construction Cost Limit
3. Notwithstanding GC 5.8 of R1230D Terms of Payment, para 1 to 4, in the event the lowest price obtained by bid process or negotiation exceeds the Construction Cost Limit, and if the excess is due to reasons within the control of, or reasonably foreseeable by the Consultant, the Consultant shall, if requested by the Project Authority, and without additional charge, be fully responsible for revising the Project scope and quality as required to reduce the construction cost and shall modify the construction documents as necessary to comply with the Construction Cost Limit.

SC2 PUBLIC CEREMONIES AND SIGNS

The Consultant shall not permit any public ceremony in connection with the Services without the prior consent of Canada.

The Consultant shall not erect nor permit the erection of any sign or advertising on the Services or its site without the prior consent of Canada.

SC3 AGREEMENT TERM

1. Period of the Agreement

The period of the Agreement is from date of Agreement entry to **31 March 2017** inclusive.

2. Option to Extend the Agreement

The Consultant grants to Canada the irrevocable option to extend the term of the Agreement by up to **six (6) additional one-year periods** under the same terms and conditions. The Consultant agrees that, during the extended period of the agreement, it will be paid in accordance with the applicable provisions as set out in the Terms of Payment.

Canada may exercise this option at any time by sending a written notice to the Consultant at least thirty (30) calendar days before the expiry date of the Agreement. The option may only be exercised by the Agreement Authority, and will be evidenced for administrative purposes only, through an amendment.

SC4 TASK AUTHORIZATION PROCESS

1. Task Authorization

Services to be performed under the Agreement will be on an "as and when requested basis" using a Task Authorization (TA). Services described in the TA must be in accordance with the scope of the Agreement.

2. Task Authorization Process

1. The Project Authority will provide the Consultant with a description of the task using the Task Authorization form specified in Annex F.
2. The Task Authorization (TA) will contain the Terms of Reference, details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable terms and methods of payment as specified in the Agreement.
3. The Consultant must provide the Project Authority within 15 working days of receipt of the TA form, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Terms of Payment specified in the Agreement.
4. The Consultant must not commence services until a TA authorized by the Project Authority or Contract Authority (based on the TA limits outlined at SC3 3.) has been received by the Consultant. The Consultant acknowledges that any services performed before a TA has been received will be done at the Consultant's own risk.

3. Task Authorization Limit

The Project Manager may authorize individual task authorizations up to a limit of \$25,000.00, Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions. The Senior Project Manager may authorize individual task authorizations up to a limit of \$50,000.00, Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions. Any task authorization to be issued in excess of \$50,000.00 Goods and Services Tax or Harmonized Sales Tax included, must be authorized by the Project Authority and Agreement Authority before issuance.

4. Periodic Usage Reports - Agreements with Task Authorizations

The Consultant must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Agreement.

The Consultant must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Consultant must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contract Authority.
The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31; and
4th quarter: January 1 to March 31.

The data must be submitted to the Contract Authority no later than fifteen (15) calendar days after the end of the reporting period.

Reporting Requirement - Details

A detailed and current record of all authorized tasks must be kept for each Agreement with a task authorization process.

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, GST or HST extra;
- iv. the total amount, GST or HST extra, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (GST or HST extra) specified in the Agreement (as last amended, as applicable) as Canada's total liability to the consultant for all authorized TAs; and
- ii. the total amount, GST or HST extra, expended to date against all authorized TAs.

5. Terms of Payment - Limitation of Expenditure - Task Authorizations

The Consultant will be reimbursed for the costs reasonably and properly incurred in the performance of the service specified in the authorized Task Authorization (TA), as determined in accordance with the Terms of Payment, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Consultant under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the liability of Canada or in the price of the Services specified in the authorized TA resulting from any design changes, modifications or interpretations of the Services will be authorized or paid to the Consultant unless these design changes, modifications or interpretations have been authorized, in writing, by the Contract Authority before their incorporation into the Services.

5.1 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Consultant under the Agreement for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of **\$ 6,000,000.00**. Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada will be authorized or paid to the Consultant unless an increase has been approved, in writing, by the Contract Authority.
3. The Consultant must notify the Contract Authority in writing as to the adequacy of this sum:
 - (a) when it is 75 percent committed, or
 - (b) four (4) months before the agreement expiry date, or
 - (c) as soon as the Consultant considers that the sum is inadequate for the completion of the Services required in all authorized TAs, inclusive of any revisions,

whichever comes first.
4. If the notification is for inadequate agreement funds, the Consultant must provide to the Contract Authority, a written estimate for the additional funds required. Provision of such information by the Consultant does not increase Canada's liability.

5.2 Minimum Work Guarantee - All Services - Task Authorizations

1. In this clause,

"Maximum Agreement Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Agreement; and

"Minimum Agreement Value" means **10% of the Maximum Agreement Value**.
2. Canada's obligation under the Agreement is to request Services that, in the aggregate, totals the Minimum Agreement Value or, at Canada's option, to pay the Consultant at the end of the Agreement in accordance with paragraph 3. In consideration of such obligation, the Consultant agrees to stand in readiness throughout the Agreement period to perform the Services described in the Agreement. Canada's maximum liability for services performed under the Agreement must not exceed the Maximum Agreement Value, unless an increase is authorized in writing by the Contract Authority.
3. In the event that Canada does not request services that, in the aggregate, totals the Minimum Agreement Value during the period of the Agreement, Canada must pay the Consultant the difference between the Minimum Agreement Value and the total cost of the Services requested.
4. Canada will have no obligation to the Consultant under this clause if Canada terminates the Agreement in whole or in part for default.

SC5 AUTHORITIES

1. Agreement Authority

The Agreement Authority for the Agreement is:

Nathaniel Pahl, Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
1650, 635 - 8th Avenue, SW
Calgary, Alberta T2P 3M3

Telephone: 403-292-5410
Facsimile: 403-292-5786
nathaniel.pahl@pwgsc-tpsgc.gc.ca

The Agreement Authority is responsible for the management of the Agreement and any changes to the Agreement must be authorized in writing by the Agreement Authority. The Consultant must not perform services in excess of or outside the scope of the Agreement based on verbal or written requests or instructions from anybody other than the Agreement Authority.

2. Project Authorities

The Project Authorities for the Agreement are:

Senior Project Manager - **TO BE ANNOUNCED**

Project Manager(s) - **TO BE ANNOUNCED**

Project Authorities are the representatives of the department or agency for whom the Services are being carried out under the Agreement and are responsible for all matters concerning the technical content of the Services under the Agreement. Technical matters may be discussed with the Project Authorities; however, the Project Authorities have no authority to authorize changes to the scope of the Services. Changes to the scope of the Services can only be made through an amendment to the Agreement issued by the Agreement Authority.

3. Consultant's Representative

Name:
Title:
Address:

Telephone:
Facsimile:
E-mail address:

SC6 SUPPLEMENTARY INSURANCE

General Condition R1250D GC9.2 (2012-07-16) Insurance Requirements, "3. Professional Liability" is deleted and replaced with the following:

3. Professional Liability

- a. The Professional Liability insurance coverage shall be in an amount usual for the nature and scope of the Services but, shall have a limit of liability of not less than **\$5,000,000 per claim**, and be continually maintained from the commencement of performance of the Services until five (5) years after their completion. **Such insurance must be procured and maintained on a project-specific basis with a dedicated limit for the Services identified in this requirement.**
- b. The following provision must be incorporated into the conditions of the Consultant's Professional Liability insurance coverage: "**Notice of Cancellation of Insurance Coverage:** The Insurer agrees to give the Agreement Authority at least thirty (30) days' prior written notice of any policy cancellation and before making any adverse material changes."

SC7 HEALTH AND SAFETY

1. Workers Compensation

1. The recommended Proponent shall provide to the Agreement Authority, prior to entry of the Agreement:
 - a) a Workers Compensation Board letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or who are anticipated to be present on the work site(s).
2. The recommended Proponent shall deliver all of the above documents to the Agreement Authority on or before the date stated (usually 3-5 days after notification) by the Agreement Authority. Failure to comply with the request may result in the proposal being declared non-compliant.

2. Employer/Prime Consultant

The Consultant must comply with the applicable Health and Safety requirements specified by the Mine Manager while on site.

The Care & Maintenance contractor on site currently takes on the responsibilities of the Mine Manager as defined in the NWT Mine Health and Safety Act Regulations and assumes responsibility for Health & Safety and Environment at the site, during its own work activities and when other Contractors and/or Consultants are at the site (including when PWGSC or AANDC has Contracts and/or Agreements with other contractors and/or consultants for work at the site). It is anticipated that by 2014/15 the Main Construction Manager will assume the responsibilities for Care and Maintenance and as such the Role of Mine Manager.

SC8 TLICHO LAND CLAIM AND SELF-GOVERNMENT AGREEMENT

The area of the agreement is within the Môwhì Gogha Dè Nīitāèè area, as defined in the Tlicho Land Claims and Self-Government Agreement, and proximate to Yellowknife and Akaitcho Dene First Nation.

The requirements of the Tlicho Land Claim and Self Government Agreement will apply to this procurement. The benefits that apply are contained in: Chapter 26, the Tlicho Land Claim and Self Government Agreement, clauses 26.3, 26.3.1 (a).

[Http://www.aadnc-aandc.gc.ca/eng/1292948193972/1292948598544](http://www.aadnc-aandc.gc.ca/eng/1292948193972/1292948598544)

SC9 ABORIGINAL OPPORTUNITIES CONSIDERATION

Compliance with the aboriginal opportunities consideration certification provided by the Consultant in its bid is a condition of the Agreement and subject to verification by Canada during the term of the Agreement in accordance with the requirements listed below.

1. Background

Aboriginal Affairs and Northern Development Canada (AANDC)'s mandate is to maximize Aboriginal employment, sub-contracting and on-the-job training opportunities and involve local, regional and Aboriginal citizens and businesses under agreement.

AANDC has requested this requirement includes Aboriginal Opportunities Consideration (AOC) for Supplies/Materials, Equipment and Services, on the job training, internal hiring for Aboriginal individuals or companies and Community development program for local and/or regional Aboriginal citizens.

Where government carries out public activities wholly or partly in Mòwhì Gogha Dè Nîîtâèè (NWT) which give rise to employment or other economic opportunities and government elects to enter into agreements with respect to those activities,

- (a) the Government of Canada shall follow its procurement procedures and approaches intended to maximize local, regional and Aboriginal employment and business opportunities, including the provision of opportunities for potential consultants to become familiar with bidding systems;

2. Area of Agreement

This area of the agreement is within the Mòwhì Gogha Dè Nîîtâèè area, as defined in the Tlìcho Land Claims and Self-Government Agreement and proximity to Yellowknife and Akaitcho Dene First Nation.

3. Reporting

A summary of activities undertaken to meet commitments made as part of the Aboriginal Opportunities Considerations portion of the Consultant's proposal should be provided with each invoice. The following table is to be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the consultant on a monthly basis.

	Total to date	Aboriginal Content
Supplies/Materials, Equipment and Services procured for this agreement	<i>value expended against this agreement to date</i>	<i>value expended to Aboriginal Companies against this agreement to date</i>
Value of on-the job training and Apprenticeship programs for Aboriginal people under this agreement	<i>value expended against this agreement to date</i>	<i>value expended to Aboriginal people against this agreement to date</i>
Aboriginal opportunities for internal hiring	<i>value expended against this agreement to date</i>	<i>value expended to Aboriginal Companies against this agreement to date</i>
Delivery of community development programs for local and/or regional Aboriginal citizens.	<i>value expended against this agreement to date</i>	<i>value expended to Aboriginal Companies against this agreement to date</i>

3. AGREEMENT PARTICULARS

The Agreement Particulars will be issued at the time of agreement entry and will identify the rates to be used for Task Authorizations per the Price Proposal Form.

ANNEX A TEAM IDENTIFICATION FORMAT

For details on this format, please see the SRE section in the Request For Proposal. Back-ups required are to be clearly identified as such below.

The prime consultant and other members of the Consultant Team shall be, or eligible to be, licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law.

I. Prime Consultant (Proponent):

Firm or Joint Venture Name:

.....

.....

Key Individuals and provincial professional licensing status and/or professional accreditation:

.....

.....

.....

.....

.....

.....

II. Key Sub Consultants / Specialists:

1. Project Principal / Senior Project Manager

Firm Name:

.....

Key Individual and provincial professional licensing status and/or professional accreditation:

.....

.....

.....

.....

.....

2. Mining Engineer and Back-up

Firm Name:

.....

Key Individuals and provincial professional licensing status and/or professional accreditation:

.....

.....

.....

.....

Solicitation No. - N° de l'invitation

EW702-140229/A

Amd. No. - N° de la modif.

File No. - N° du dossier

GMP-3-36009

Buyer ID - Id de l'acheteur

gmp006

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

PWGSC 20140229

CCC No./N° CCC - FMS No/ N° VME

.....

3. Geotechnical Engineer - Rock Mechanics and Back-up

Firm Name:

Key Individuals and provincial professional licensing status and/or professional accreditation:

.....

4. Water Treatment Specialist and Back-up

Firm Name:

Key Individuals and provincial professional licensing status and/or professional accreditation:

.....

5. Civil / Municipal Engineer (Cold Regions)

Firm Name:

Key Individuals and provincial professional licensing status and/or professional accreditation:

.....

6. Mechanical Engineer - Refrigeration Specialist and Back-up

Firm Name:

Key Individual and provincial professional licensing status and/or professional accreditation:

.....

7. Mechanical Engineer - Water Treatment Specialist and Back-up

Firm Name:
.....

Key Individual and provincial professional licensing status and/or professional accreditation:

.....
.....
.....
.....
.....

8. Electrical Engineer (Industrial) and Back-up

Firm Name:
.....

Key Individuals and provincial professional licensing status and/or professional accreditation:

.....
.....
.....
.....
.....

9. Hydraulics / Hydrology Specialist

Firm Name:
.....

Key Individual and provincial professional licensing status and/or professional accreditation:

.....
.....
.....
.....
.....

10. Structural Engineer

Firm Name:
.....

Key Individual and provincial professional licensing status and/or professional accreditation:

.....
.....
.....
.....
.....

11. Ground Freeze Specialist

Firm Name:
.....

Key Individual and provincial professional licensing status and/or professional accreditation:

.....
.....
.....
.....
.....

12. Instrumentation and Control Specialist (Industrial)

Firm Name:
.....

Key Individual and provincial professional licensing status and/or professional accreditation:

.....
.....
.....
.....
.....

13. Commissioning Specialist

Firm Name:
.....

Key Individual and provincial professional licensing status and/or professional accreditation:

.....
.....
.....
.....
.....

14. Cost Estimator

Firm Name:
.....

Key Individual and provincial professional licensing status and/or professional accreditation:

.....
.....
.....
.....
.....

15. Surveyor - Surface

Firm Name:
.....

Key Individual and provincial professional licensing status and/or professional accreditation:

.....
.....
.....
.....
.....

16. Surveyor - Underground

Firm Name:
.....

Key Individual and provincial professional licensing status and/or professional accreditation:

.....
.....
.....
.....
.....

17. CADD Specialist

Firm Name:
.....

Key Individual and provincial professional licensing status and/or professional accreditation:

.....
.....
.....
.....
.....

18. 3D Underground Modeling Specialist

Firm Name:
.....

Key Individual and provincial professional licensing status and/or professional accreditation:

.....
.....
.....
.....

Solicitation No. - N° de l'invitation

EW702-140229/A

Amd. No. - N° de la modif.

File No. - N° du dossier

GMP-3-36009

Buyer ID - Id de l'acheteur

gmp006

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

PWGSC 20140229

CCC No./N° CCC - FMS No/ N° VME

.....

Solicitation No. - N° de l'invitation

EW702-140229/A

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

PWGSC 20140229

Amd. No. - N° de la modif.

File No. - N° du dossier

GMP-3-36009

Buyer ID - Id de l'acheteur

gmp006

CCC No./N° CCC - FMS No/ N° VME

ANNEX B DECLARATION/CERTIFICATIONS FORM

1. Proponent Information

Project Title: Giant Mine Engineer - General Design

Name of Proponent:

Street Address:

Mailing Address *(if different than street address)*

City:

City:

Prov./Terr./State:

Prov./Terr./State:

Postal/ZIP Code:

Postal/ZIP Code:

Telephone Number:()

Fax Number: ()

E-Mail:

Procurement Business Number:

Type of Organization: ____ Sole Proprietorship ____ Partnership ____ Corporation ____ Joint Venture	Size of Organization: Number of Employees _____ Graduate Architects / Professional Engineers _____ Other Professionals _____ Technical Support _____ Other _____
--	---

2. Federal Contractors Program (FCP) - Certification

Pursuant to GI 12, The Proponent must complete the following certification.

1. The Proponent, or, if the Proponent is a joint venture the member of the joint venture, certifies its status with FCP, as follows:

The Proponent or the member of the joint venture

- (a) ☐ is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada,
- (b) ☐ is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c.44;
- (c) ☐ is subject to the requirements of the FCP, having a workforce of 100 or more full time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) ☐ is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Please check the appropriate item above. Further information on the FCP is available on the HRSDC Web site.

2. If the Proponent does not fall within the exceptions enumerated in 1. (a) or (b), or does not have a valid certificate number confirming its adherence to the FCP, the Proponent must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. Former Public Servant (FPS) - Certification

Agreements with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, proponents must provide the information required below.

3.1 Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or

- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

3.2 Former Public Servant in Receipt of a Pension

As per the above definitions, is the Proponent a FPS in receipt of a pension?

YES () NO ()

If so, the Proponent must provide the following information, for all FPS in receipt of a pension, as applicable:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

By providing this information, Proponents agree that the successful Proponent's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

3.3 Work Force Reduction Program

Is the Proponent a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Proponent must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all agreements awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Solicitation No. - N° de l'invitation

EW702-140229/A

Amd. No. - N° de la modif.

File No. - N° du dossier

GMP-3-36009

Buyer ID - Id de l'acheteur

gmp006

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

PWGSC 20140229

CCC No./N° CCC - FMS No/ N° VME

4. Declaration

Name of Proponent:

DECLARATION:

I, the undersigned, being a principal of the proponent, hereby certify that the information given on this form and in the attached proposal is accurate to the best of my knowledge.

If any proposal is submitted by a partnership or joint venture, then the following is required from each component entity.

.....

 name signature

.....
 Title
 I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

.....

 name signature

.....
 title
 I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

.....

 name signature

.....
 title
 I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

During the proposal evaluation period, PWGSC contact will be with the following person: _____.

Telephone Number: () _____ Fax Number: () _____

E-mail: _____

This Annex "B" should be completed and submitted with the proposal, but may be submitted afterwards as follows: if Annex "B" is not completed and submitted with the proposal, the Agreement Authority will so inform the Proponent and provide the Proponent with a time frame within which to meet the requirement. Failure to comply with the request of the Agreement Authority and meet the requirement within that time period will render the proposal non-responsive.

ANNEX C PRICE PROPOSAL FORM

INSTRUCTIONS: Complete this Price Proposal Form and submit in a **separate sealed envelope** with the Name of Proponent, Name of Project, PWGSC Solicitation Number, and the words "PRICE PROPOSAL FORM" typed on the outside of the envelope. Price Proposals are not to include GST/HST.

PROPOSERS SHALL NOT ALTER THIS FORM

Project Title: Giant Mine Engineer - General Design

Name of Proponent:

The following will form part of the evaluation process:

- ◆ **Time Based Fees** (R1230D (2012-07-16), GC 5 - Terms of Payment)
- ◆ **Fixed Fees** (R1230D (2012-07-16), GC 5 - Terms of Payment)

Rates stated below are to be fixed for any Tasks requested during Agreement Period 1 and Agreement Period 2 (approximately 3 years).

The estimated hours shown in the respective categories of the Tables below are estimates.

All proponents must provide an hourly rate and an extended price for all items below. In the case of a discrepancy the hourly rate will apply and the extended total will be corrected by Canada.

A. HOURLY RATES**1. Period 1: (Estimated) January 2014 – 31 March 2015**

#	Position/Title	Est Hours	Hourly Rate	Extended Price
1	Principal/Senior Project Manager	500		
2	Mine Engineer			
2.1	Snr. Eng.	300		
2.2	Int. Eng.	200		
2.3	Jr. Eng.	100		
2.4	Snr. Tech	200		
2.5	Int. Tech	200		
2.6	Jr. Tech	10		
3	Geotechnical Engineer - Rock Mechanics			
3.1	Snr. Eng.	300		
3.2	Int. Eng.	200		
3.3	Jr. Eng.	200		
3.4	Snr. Tech	200		
3.5	Int. Tech	10		
3.6	Jr. Tech	5		
4	Water Treatment Specialist			
4.1	Snr. Eng.	200		
4.2	Int. Eng.	150		
4.3	Jr. Eng.	100		

4.4	Snr. Tech	300		
4.5	Int. Tech	10		
4.6	Jr. Tech	5		
5	Civil Municipal Engineer			
5.1	Snr. Eng.	100		
5.2	Int. Eng.	50		
5.3	Jr. Eng.	50		
5.4	Snr. Tech	200		
5.5	Int. Tech	10		
5.6	Jr. Tech	5		
6	Mechanical Engineer - Refrigeration			
6.1	Snr. Eng.	250		
6.2	Int. Eng.	200		
6.3	Jr. Eng.	300		
6.4	Snr. Tech	300		
6.5	Int. Tech	20		
6.6	Jr. Tech	50		
7	Mechanical Engineer - Water Treatment			
7.1	Snr. Eng.	250		
7.2	Int. Eng.	200		
7.3	Jr. Eng.	300		
7.4	Snr. Tech	300		
7.5	Int. Tech	20		
7.6	Jr. Tech	50		
8	Electrical Engineer			
8.1	Snr. Eng.	200		
8.2	Int. Eng.	200		
8.3	Jr. Eng.	100		
8.4	Snr. Tech	300		
8.5	Int. Tech	20		
8.6	Jr. Tech	10		
9	Hydraulics Engineer / Hydrology Specialist			
9.1	Snr. Eng.	100		
9.2	Int. Eng.	200		
9.3	Jr. Eng.	200		
9.4	Snr. Tech	300		
9.5	Int. Tech	10		
9.6	Jr. Tech	5		
10	Structural Engineer			
10.1	Snr. Eng.	100		
10.2	Int. Eng.	200		
10.3	Jr. Eng.	20		
10.4	Snr. Tech	200		
10.5	Int. Tech	10		
10.6	Jr. Tech	5		
11	Ground Freeze Design Specialist			
11.1	Snr. Eng.	500		
11.2	Int. Eng.	250		
11.3	Jr. Eng.	300		
12	Instrumentation & Controls Design Specialist			
12.1	Snr. Eng.	200		
12.2	Snr. Tech	300		

13	Commissioning Specialist			
13.1	Snr. Eng.	150		
13.2	Snr. Tech	150		
14	Cost Estimator	300		
15	Surveyor Surface	300		
16	Surveyor Underground	300		
17	CADD Specialist	150		
18	3D Underground Modeling Specialist	150		
19	Administration	250		
	PERIOD 1 EXTENDED PRICE			
	Others - Please provide any other rates that may be applicable and used for Task Authorizations if not included above. They will not form part of Financial Evaluation. Canada may accept or reject any of the hourly rates proposed. Canada reserves the right to negotiate these hourly rates.			

2. Period 2: 01 April 2015 – 31 March 2017

#	Position/Title	Est Hours	Hourly Rate	Extended Price
1	Principal/Senior Project Manager	1000		
2	Mine Engineer			
2.1	Snr. Eng.	600		
2.2	Int. Eng.	400		
2.3	Jr. Eng.	200		
2.4	Snr. Tech	400		
2.5	Int. Tech	400		
2.6	Jr. Tech	20		
3	Geotechnical Engineer - Rock Mechanics			
3.1	Snr. Eng.	600		
3.2	Int. Eng.	400		
3.3	Jr. Eng.	400		
3.4	Snr. Tech	400		
3.5	Int. Tech	20		
3.6	Jr. Tech	10		
4	Water Treatment Specialist			
4.1	Snr. Eng.	400		
4.2	Int. Eng.	300		
4.3	Jr. Eng.	200		
4.4	Snr. Tech	600		
4.5	Int. Tech	20		
4.6	Jr. Tech	10		
5	Civil Municipal Engineer			
5.1	Snr. Eng.	200		
5.2	Int. Eng.	100		
5.3	Jr. Eng.	100		
5.4	Snr. Tech	400		
5.5	Int. Tech	20		
5.6	Jr. Tech	10		
6	Mechanical Engineer - Refrigeration			
6.1	Snr. Eng.	500		
6.2	Int. Eng.	400		
6.3	Jr. Eng.	600		

6.4	Snr. Tech	600		
6.5	Int. Tech	40		
6.6	Jr. Tech	100		
7	Mechanical Engineer - Water Treatment			
7.1	Snr. Eng.	500		
7.2	Int. Eng.	400		
7.3	Jr. Eng.	600		
7.4	Snr. Tech	600		
7.5	Int. Tech	40		
7.6	Jr. Tech	100		
8	Electrical Engineer			
8.1	Snr. Eng.	400		
8.2	Int. Eng.	400		
8.3	Jr. Eng.	200		
8.4	Snr. Tech	600		
8.5	Int. Tech	40		
8.6	Jr. Tech	20		
9	Hydraulics Engineer / Hydrology Specialist			
9.1	Snr. Eng.	200		
9.2	Int. Eng.	400		
9.3	Jr. Eng.	400		
9.4	Snr. Tech	600		
9.5	Int. Tech	20		
9.6	Jr. Tech	10		
10	Structural Engineer			
10.1	Snr. Eng.	200		
10.2	Int. Eng.	400		
10.3	Jr. Eng.	40		
10.4	Snr. Tech	400		
10.5	Int. Tech	20		
10.6	Jr. Tech	10		
11	Ground Freeze Design Specialist			
11.1	Snr. Eng.	1000		
11.2	Int. Eng.	500		
11.3	Jr. Eng.	600		
12	Instrumentation & Controls Design Specialist			
12.1	Snr. Eng.	400		
12.2	Snr. Tech	600		
13	Commissioning Specialist			
13.1	Snr. Eng.	300		
13.2	Snr. Tech	300		
14	Cost Estimator		600	
15	Surveyor Surface		600	
16	Surveyor Underground		600	
17	CADD Specialist		300	
18	3D Underground Modeling Specialist		300	
19	Administration		500	
	PERIOD 2 EXTENDED PRICE			
	Others - Please provide any other rates that may be applicable and used for Task Authorizations if not			

Solicitation No. - N° de l'invitation

EW702-140229/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

gmp006

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

PWGSC 20140229

GMP-3-36009

included above They will not form part of Financial Evaluation. Canada may accept or reject any of the hourly rates proposed. Canada reserves the right to negotiate these hourly rates.

Solicitation No. - N° de l'invitation

EW702-140229/A

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

PWGSC 20140229

Amd. No. - N° de la modif.

File No. - N° du dossier

GMP-3-36009

Buyer ID - Id de l'acheteur

gmp006

CCC No./N° CCC - FMS No/ N° VME

3. Total Extended Price

1	Period 1 Extended Price	
2	Period 2 Extended Price	
	TOTAL EXTENDED PRICE	

4. Total Evaluated Price

1	Total Extended Price	
2	Total Communications Fee Estimate (See 2. Disbursements below)	
3	Total Insurance Cost Estimate (See 4. Disbursements below)	
	TOTAL EVALUATED PRICE	

B. DISBURSEMENTS

1. Major Disbursements

At cost without allowance for mark-up or profit, supported by invoices/receipts - see clause R1230D (2012-07-16), GC 5 - Terms of Payment, section GC5.12 Disbursements.

2. Communications

Communications (such as Information Technology, telecom, faxcom, cellcom, day to day printing, courier) will be recovered at a firm fixed percentage of the professional fees. This fixed fee % will remain unchanged for the full period of the agreement including any option periods.

Firm Fixed Fee _____%

For evaluation purposes, the firm fixed fee percentage provided will be applied to the Total Extended Price to calculate the Total Communications Fee Estimate and will be included in the Total Evaluated Price. If no percentage fee is inserted a 0% fee will apply for evaluation and to the agreement for all TA's.

3. Equipment

Equipment required to complete the scope of services for each individual Task Authorization is to be identified in the consultant's proposal in response to the Terms of Reference for the Task Authorization, and accepted and approved by the Project Authority and Agreement Authority. The equipment will be reimbursed at cost without allowance for mark-up or profit, supported by invoices/receipts.

4. Insurance

The Consultant will be reimbursed annually for the costs incurred in obtaining insurance for the performance of the Services, as listed in "SC4 - Supplementary Insurance" to a ceiling price of \$ _____. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs incurred in maintaining the insurance required in the performance of the Services.

For evaluation purposes, the ceiling price provided will be multiplied by 3 to calculate the Total Insurance Cost Estimate for duration of the agreement (not including option periods) and will be included in the Total Evaluated Price. If no ceiling price is provided, a \$0 fee will apply for evaluation and to the agreement.

C. OPTION PERIODS

Prior to exercising an option period, hourly rates will be adjusted using the Statistics Canada figures for "Management, scientific and technical consulting services [5416]" (excluding overtime). This will result in either an increase or decrease to the current hourly rates.

Any resulting adjustments will be effective no sooner than the start of the option period and approved in writing by the Agreement Authority. In the instance where a TA will bridge the agreement and option period, the TA will be based on the rates from the period in which the majority of the services are to be completed as forecasted at the time of TA issuance. If it is determined that the majority of the services will be completed in the next period of the agreement and the rates are unknown, current rates will be used until the new rates are in place.

Historic rates for Average weekly earnings from the Survey of Employment, Payrolls and Hours (SEPH), by type of employee for selected industries classified using the North American Industry Classification System (NAICS) for "Management, scientific and technical consulting services [5416]" (excluding overtime and including All Canada) are as follows:

Year	Management, scientific and technical consulting services [5416]	Percentage + / -
2005	976.12	-
2006	995.07	1.94%
2007	1,058.82	6.41%
2008	1,107.61	4.61%
2009	1,116.76	0.83%
2010	1,139.71	2.06%
2011	1,174.58	3.06%
	Total Increase	18.90%

More information can be found at:

<http://www5.statcan.gc.ca/cansim/a26?lang=eng&retrLang=eng&id=2810027&tabMode=dataTable&srchLan=-1&p1=-1&p2=9>

An example of calculations are as follows:

$$\text{Adjusted Price} = P \times [1 + (A-B)/A]$$

Where:

P = Current Rate

A = Base year Average Weekly Earnings (AWE) for the previous year

B = Average Weekly Earnings for 2 years prior

Example: Price increase applied prior option period 1 for the firm unit rate of \$150 per hour.

AWE 2011: 1,174.58

AWE 2010: 1,139.71

$$= \$150 \times [1 + (1,174.58 - 1,139.71) / 1,139.71]$$

$$= \$150 \times 1.03059550236$$

$$= \text{Adjusted rate of } \$ 154.59.$$

ANNEX D SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

SRE 1 GENERAL INFORMATION

1.1 Reference to the Selection Procedure

An 'Overview of the Selection Procedure' can be found in R1410T General Instructions to Proponents (GI3).

1.2 Calculation of Total Score

For this project the Total Score will be established as follows:

Technical Rating x 90%	=	Technical Score (Points)
<u>Price Rating x 10%</u>	=	<u>Price Score (Points)</u>
Total Score	=	Max. 100 Points

SRE 2 PROPOSAL REQUIREMENTS

2.1 Requirement for Proposal Format

The following proposal format information should be implemented when preparing the proposal.

- Submit one (1) bound original plus four (4) bound copies of the proposal
- Paper size should be - 216mm x 279mm (8.5" x 11")
- Minimum font size - 10 point Times or equal
- Minimum margins - 12 mm left, right, top, and bottom
- Double-sided submissions are preferred
- One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper
- 279mm x 432 mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages.
- The order of the proposals should follow the order established in the Request for Proposal SRE section

2.2 Specific Requirements for Proposal Format

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is forty (40) pages.

The following are not part of the page limitation mentioned above;

- Covering letter
- Table of Contents and section dividers
- Consultant Team Identification (Annex A)
- Declaration/Certifications Form (Annex B) including Code of Conduct Certifications.
- Front page of the RFP
- Front page of revision(s) to the RFP
- Price Proposal Form (Annex C)
- Resumes identified in Point Rated Criteria 3.2.2.
- Aboriginal Opportunities Consideration submission (if applicable)

Consequence of non-compliance: any pages which extend beyond the above page limitation and any other attachments will be extracted from the proposal and will not be forwarded to the PWGSC Evaluation Board members for evaluation.

SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION

3.1 MANDATORY REQUIREMENTS

The following list of documents and forms is provided with the intention of assisting the Proponent in ensuring a complete submission. The Proponent is responsible for meeting all submission requirements. Please follow detailed instructions in R1410T General Instructions to Proponents, GI16 Submission of Proposal. Proponents may choose to introduce their submissions with a cover letter.

Failure to meet mandatory requirements will render the proposal as non-responsive and no further evaluation will be carried out.

MANDATORY AT BID CLOSING		MET	NOT MET
1.	Technical & Price Proposals (Annex C) must be received in the bid receiving unit prior to the date and time indicated in the solicitation document.		
2.	Complete and Submit Team Identification information (Annex A)		

MANDATORY PRIOR TO EVALUATION		MET	NOT MET
1.	Complete and Submit the Declaration / Certifications Form (Annex B)		
2.	Complete list of names of all individuals who are currently directors of the Proponent in accordance with the Code of Conduct Certifications in SI7.		

3.1.1 Licensing, Certification or Authorization

The proponent shall be licensed, or eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the territory of the North West Territories.

3.1.2 Consultant Team Identification

The consultant team to be identified must include the following:

- 1) Project Principal/Senior Project Manager
- 2) Mining Engineer / back-up
- 3) Geotechnical Engineer - Rock Mechanics / back-up
- 4) Water Treatment Specialist / back-up
- 5) Civil/Municipal Engineer (Cold Regions) / back-up
- 6) Mechanical Engineer - Refrigeration Specialist / back-up
- 6) Mechanical Engineer - Water Treatment Specialist / back-up
- 8) Electrical Engineer / back-up
- 9) Hydraulics / Hydrology Specialist
- 10) Structural Engineering

- 11) Ground Freeze Specialist
- 12) Instrumentation and Controls Specialist
- 13) Commissioning Specialist
- 14) Cost Estimator
- 15) Surveyor Surface
- 16) Surveyor Underground
- 17) CADD Specialist
- 18) 3D Underground Modeling Specialist

Information required - name of firm, key personnel to be assigned to the project. For the prime consultant indicate current license and/or how you intend to meet the provincial or territorial licensing requirements. In the case of a joint venture identify the existing or proposed legal form of the joint venture (refer to R1410T General Instructions to Proponents, GI9 Limitation of Submissions).

An example of an acceptable format (typical) for submission of the team identification information is provided in Annex A.

3.1.3 Declaration/Certifications Form

Proponents must complete, sign and submit the following:

- Annex B, Declaration/Certifications Form as required.

3.1.4 Code of Conduct Certifications - Consent to a criminal record verification

Proponents must submit with their bid or promptly thereafter,:

- (a) a complete list of names of all individuals who are currently directors of the Proponent;

3.2 RATED REQUIREMENTS

Proposals meeting the mandatory requirements will be evaluated in accordance with the following criteria. The clarity of the proposal writing will form part of the evaluation (use of language, document structure, conciseness and completeness of the response).

3.2.1 Achievements of Proponent on Projects

(Maximum Points: 50; Mandatory Minimum Score: 30)

Describe the proponent's accomplishments, achievements and experience as prime consultant on projects.

Select a **maximum** of three (3) projects undertaken within the last eight (8) years. Joint venture submissions are not to exceed the maximum number of projects. Only the first three (3) projects listed in sequence will receive consideration and any others will receive none as though not included. If Consultant team is a partnership or joint venture, a project for each partner in the team must be included in the project summaries. If the Consultant team is a partnership or joint venture, a project involving the team working together should be provided.

It is requested that Proponents limit the project descriptions to two (2) pages each.

Information that should be supplied:

- clearly indicate how this project is comparable/relevant to the requested project.
- brief project description and intent. Narratives should include a discussion of design philosophy / approach to meet the intent, design challenges and resolutions.
- budget control and management - i.e. Initial design agreement value & final cost - explain variation
- project schedule control and management - i.e. initial design schedule and revised schedule - explain variation
- client references - name, address, phone and email of client contact at working level - references may be checked
- names of key personnel responsible for project delivery. Additional points may be provided to Project Summaries that include Key Personnel that are identified below in section 3.2.2.
- awards received / accomplishments / achievements

3.2.2 Achievements of Key Personnel / Specialists / Sub-consultants on Projects

(Maximum Points: 200; Mandatory Minimum Score: 140)

Describe the experience and performance of key personnel to be assigned to this project regardless of their past association with the current proponent firm. This is the opportunity to emphasize the strengths of the individuals on the team, to recognize their past responsibilities, commitments and achievements. The number in the () below represent the points available per individual.

If multiple individuals are proposed for a single key personnel position and it is not identified who the primary individual is, the first individual in sequence will be evaluated. Back-ups identified for positions where a back-up is not requested in the RFP will not be evaluated.

Provide a resume / CV for each key personnel that includes the following, as well as the specific skills identified for each key personnel. It is requested that Proponents limit the resume to two (2) pages and focus on experience outlined below and relate it to listed in 3.3 to 3.10 inclusive under Section 3. "Description of Services" in the Terms of Reference.

- 1) Project Principal/Senior Project Manager (15)
 - Experience directly managing multi-discipline design teams on complex projects in northern remote cold regions, preferably at a mine site
- 2) Mining Engineer (10) / back-up (5)
 - Experience with both the design and operation of surface and underground mine workings
- 3) Geotechnical Engineer - Rock Mechanics (10) / back-up (5)
 - Experience with surface and underground mine site rock mechanics and stability investigations and design
- 4) Water Treatment Specialist (15) / back-up (5)
 - Experience with the design of mine site water treatment systems, specifically to treat arsenic
- 5) Civil/Municipal Engineer (Cold Regions) (10)
 - Experience with the design of pumping and pipelines and other infrastructure in cold regions
- 6) Mechanical Engineer - Refrigeration Specialist (10) / back-up (5)
 - Experience with industrial refrigeration systems, preferably in northern remote cold regions
- 7) Mechanical Engineer - Water Treatment Specialist (10) / back-up (5)

- Experience with mine water treatment systems, preferably in northern remote cold regions
- 8) Electrical Engineer (10) / back-up (5)
 - Experience with mine or industrial site electrical infrastructure, including High Voltage distribution systems, preferably in northern remote cold regions
- 9) Hydraulics/Hydrology Specialist (10)
 - Experience with surface and subsurface water interactions and management, preferably on a mine site
- 10) Structural Engineering (10)
 - Experience with mine or industrial site buildings and structures and foundations in areas with non-continuous perma-frost
- 11) Ground Freeze Specialist (15)
 - Experience with ground freezing to support mining or underground infrastructure development (eg. Tunnels), experience with modeling and designs involving thermosyphons is preferable
- 12) Instrumentation & Controls Design Specialist (10)
 - Experience with mine or industrial site buildings and structures, preferably in northern remote cold regions
- 13) Commissioning Specialist (10)
 - Experience with complex industrial projects, preferably with refrigeration and water treatment systems
- 14) Cost Estimator (5)
 - Experience with PWGSC Class Cost Estimate process, as well as other industry accepted standards
- 15) Surveyor Surface (5)
 - Experience with Surface Mine surveying in northern remote cold regions
- 16) Surveyor Underground (5)
 - Experience with Underground Mine surveying
- 17) CADD Specialist (5)
 - Experience with CADD for industrial and mine sites
- 18) 3D Underground Modeling Specialist(5)
 - Experience with 3D Underground Mine Modeling

Additional information that should be supplied for each key personnel:

- relevant experience, expertise and number of years of experience in the position proposed
- role, responsibility and degree of involvement of individual in past projects, specifically at mine and industrial sites in northern remote cold regions
- project management experience as a design lead (as relevant to the discipline)
- experience with investigations, developing design and tender documents (stamped drawings and specifications) and completing on -site inspection and QA functions (as relevant to the discipline)
- professional accreditation
- accomplishments/achievements/awards

3.2.3 Management of Services

(Maximum Points: 30; Mandatory Minimum Score: 18)

The proponent should describe how he/she proposes to perform the services and meet the constraints; how the services will be managed to ensure continuing and consistent control as well as production and communication efficiency; how the team will be organized and how it will fit in the

existing structure of the firm(s); to describe how the team will be managed. The proponent is also to identify sub-consultant disciplines and specialists required to complete the consultant team.

If the proponent proposes to provide multi-disciplinary services which might otherwise be performed by a sub-consultant, this should be reflected here.

Information that should be supplied:

- Confirm the makeup of the full project team including the names of the consultant sub-consultants and specialists' personnel and their role on the project.
- Organization chart with position titles and names (Consultant team). Joint Venture business plan, team structure and responsibilities, if applicable.
- Organization Chart should also identify the number and designated positions that Aboriginal employees will occupy, if applicable.
- What back-up will be committed
- Profiles of the key positions (specific assignments and responsibilities)
- Outline of an action plan of the services with implementation strategies and sequence of main activities
- Reporting relationships / structure between consultant, sub-consultants and PWGSC
- Communication strategies
- Response time: demonstrate how the response time requirements will be met

3.2.4 Proposal

(Maximum Points: 10; No Minimum Score)

The proponent should provide a clear and concise proposal that is well organized and prepared and follows the format outlined in Annex D.

3.2.5 Hypothetical Project

Use the following hypothetical project to prepare your proposal. The hypothetical project will be used to evaluate the point rated criteria 3.2.5.1 and 3.2.5.2.

The proponent should identify the personnel (out of the list of required resources identified in 3.1.2) that will be involved in the services and all of the steps required to complete the site work through completion, as well as the steps required to effectively manage the consultant services internally.

In response to the hypothetical project, the proponent should demonstrate the provision of applicable services listed in 3.4 to 3.10 inclusive under Section 3. "Description of Services" in the Terms of Reference. (Annex E).

The proponent is not to provide a design/solution in response to the hypothetical solution, but to outline the steps/plan required to complete the activities identified in the hypothetical project.

Hypothetical Project

Through previous investigations, PWGSC has determined that a portion of the underground workings adjacent to an arsenic containing stope is unstable and plans to develop a freeze wall to address the stability concerns. PWGSC has been operating an experimental freeze plant at the site in another

area of the mine and has performance information on the system operation, as well as information on construction methods and costs.

PWGSC requires a consultant to complete a design and substantive cost estimate and provide all engineering services to take the project to completion.

Please outline all the steps required and personnel that would be involved in order to address this issue.

3.2.5.1 Understanding of the Project

(Maximum Points: 40; Mandatory Minimum Score: 24)

The proponent should demonstrate understanding of the goals of the hypothetical project, the technical requirements, the constraints and the issues that will affect the hypothetical project.

Demonstrate an understanding and appreciation of the unique nature of the hypothetical project relative to, but not limited to, the constraints of working on an abandoned mine site in the North, under the control of a separate contractor that fulfills the role of the Mine Manager.

Information that should be supplied:

- The technical requirements
- Relationship of services of the agreement to the GNWT Mines Reclamation Guideline (2007)
- Broader Goals (federal image, sensitivities, AANDC values and departmental objectives, etc)
- Significant issues, challenges and constraints (ex. Logistics planning)

3.2.5.2 Scope of Services

(Maximum Points: 20; Mandatory Minimum Score: 12)

The proponent should demonstrate capability to perform the services in the hypothetical project, meet the hypothetical project challenges and to provide a plan of action.

Information that should be supplied:

- Approach to controlling the proponent's own scope, schedule and cost in the performance of the scope of services

3.3 ABORIGINAL OPPORTUNITIES CONSIDERATION

(Maximum Points: 40; NO Mandatory Minimum Score)

Proponents should provide the information requested below. Aboriginal Affairs and Northern Development Canada (AANDC) provide to the proponents an opportunity to achieve additional points to be used in the evaluation of their proposals. This is in accordance with Land Claim Agreements and AANDC's mandate to support and provide opportunities to the local Aboriginal communities under Federal government agreements within a land claims area.

There is no pass/fail mark for this section. The aboriginal opportunities considerations evaluation criteria are not considered in the calculation for the required minimum of points overall. However, the available points under these criteria will be included in total number of available points.

3.3.1 Plan (*Points Available: 15*)

Proponent should provide a measurable plan and outline the steps that will be taken to achieve the plan that maximizes the use of Aboriginal employment and business opportunities from the area of the agreement.

3.3.2 Offices (*Points Available: 5*)

Proponent has head offices, staffed administrative offices or other facilities within the area of the agreement.

3.3.3 Training and Development (*Points Available: 10*)

Proponent should provide an undertaking of a commitment with respect to delivery of training and/or development programs for Aboriginal people from the area of the agreement at no additional cost under this project.

This will be evaluated based on the following criteria:

Innovation

Long-term Socio-Economic Benefit/Impact

Marketable Training/Skills

Some options include but are not limited to:

Apprenticeship Programs

Summer employment for College/University students

Scholarship funds

Partnerships with Training Organizations (i.e. Colleges, Universities, ECO Canada, Mine Training Society)

3.3.4 Community Development (*Points Available: 10*)

Proponent should provide an undertaking of a commitment with respect to delivery of a community development program for Aboriginal people from the area of the agreement at no additional cost under this project.

This will be evaluated based on the following criteria:

Innovation

Long-term Socio-economic Benefit/Impact

Alignment with the Communities' development Plan

Some options include but are not limited to:

Grants

Infrastructure

Equipment

3.4 EVALUATION AND RATING

Price envelopes will remain sealed and only the technical components of the proposals which are responsive will be reviewed, evaluated and rated by a PWGSC Evaluation Board in accordance with the following to establish Technical Ratings:

3.4.1 Technical

	Criterion	Weight Factor	Rating	Criterion Pass Mark	Weighted Rating
3.2.1	Achievements of Proponent on Projects	5.0	0 – 10	30	0 - 50
3.2.2	Achievements of Key Personnel / Specialists / Sub-Consultants on Projects	n/a	0 - 200 *	140	0 - 200
3.2.3	Management of Services	3.0	0- 10	18	0 - 30
3.2.4	Proposal	1.0	0 - 10	n/a	0 - 10
3.2.5.1	Hypothetical Project - Understanding of the Project	4.0	0 - 10	24	0 - 40
3.2.5.2	Hypothetical Project - Scope of Services	2.0	0 - 10	12	0 - 20
	Technical Rating	Total			0 - 350
	Minimum Points Acceptable (70% Pass Mark)				245

* Personnel are rated on a scale of 0-10. Where applicable, personnel that are worth 5 points will be rated on a scale of 0-10 and then divided by 2 to obtain the total evaluated score out of 5.

To be considered further, proponents must achieve a minimum pass mark for each section and an overall Technical Rating of two hundred forty five (245) points out of the three hundred fifty (350) points available as specified above. No further consideration will be given to proponents not achieving the pass marks identified.

B. Aboriginal Opportunities Consideration

Criterion	Weight Factor	Rating	Weighted Rating
Plan	1.5	0 - 10	0 - 15
Offices	0.5	0 - 10	0 - 5
Training and Development	1.0	0 - 10	0 - 10
Community Development	1.0	0 - 10	0 - 10
Aboriginal Opportunities Consideration Rating (No Pass Mark)			0 - 40

C. Total Available Technical Score

Rating	Possible Range
Technical Rating	0 - 350
Aboriginal Opportunities Consideration Rating	0 - 40
Total Technical Score	390

3.4.2 Generic Evaluation Table

PWGSC Evaluation Board members will individually evaluate the strengths and weaknesses of the Proponent's response to the evaluation criteria and will rate each criterion with even numbers (0, 2, 4, 6, 8 or 10) using the generic evaluation table below. At the time of evaluating proposals, the PWGSC Evaluation Board may award an odd number for evaluation criterion once consensus has been reached.

Non Responsive	Inadequate	Weak	Adequate	Fully Satisfactory	Strong
0 Point	2 Points	4 Points	6 Points	8 Points	10 Points
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements	Some understanding of the requirements but lacks adequate understanding in some areas of the requirements	Demonstrates a good understanding of the requirements	Demonstrates a very good understanding of the requirements	Demonstrates an excellent understanding of the requirements
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Proponent does not possess qualifications and experience	Proponent lacks qualifications and experience	Proponent has an acceptable level of qualifications and experience	Proponent is qualified and experienced	Proponent is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

SRE 4 PRICE OF SERVICES

All price proposal envelopes corresponding to responsive proposals which have achieved the minimum pass mark for each point rated section and an overall pass mark of two hundred forty five (245) points will be opened upon completion of the technical evaluation.

The Total Evaluated Price will be the sum of the Total Extended Price, the Total Insurance Cost Estimate and the Communications Fee Estimate.

When there are three or more responsive proposals, an average price is determined by adding all the price proposals together and dividing the total by the number of price proposals opened. All price proposals which are greater than twenty-five percent (25%) above the average price will be set aside and receive no further consideration.

The remaining price proposals are rated as follows:

The lowest price proposal receives a Price Rating of 10

The second, third, fourth and fifth lowest prices receive Price Ratings of 8, 6, 4, and 2 respectively. All other price proposals receive a Price Rating of 0.

On the rare occasions where two (or more) price proposals are identical, the matching price proposals receive the same rating and the corresponding number of following ratings are skipped.

The Price Rating is equal to the applicable percentage to establish the Price Score.

SRE 5 TOTAL SCORE

Total Scores will be established in accordance with the following:

Rating	Possible Range	% of Total Score	Score (Points)
Technical Rating + AOC Rating	0 - 390	90	0 - 90
Price Rating	0 - 10	10	0 - 10
Total Score		100	0 - 100

The Proponent receiving the highest Total Score is the first entity that the Evaluation Board will recommend for the provision of the required services. In the case of a tie, the proponent submitting the lower price for the services will be selected.

Example:

The table below illustrates an example where all three bids are responsive and the selection of the consultant is determined by a 90/10 ratio of technical merit and price, respectively.

The total available points is 390.

The lowest evaluated price is \$1,650,000.00 for Proponent C. Therefore, Proponent C gets the full 10 points available for price.

Firm Name	Technical Proposal (245 Pass Mark)	AOC Rating (No Pass Mark)	Points Awarded	Weighted Technical Rating 90% = (points awarded / total points) * 90	Evaluated Price Proposal	Price Rating 10%	Total Score (Technical + Price Rating)
A	260/350	25/40	285/390	= $90(285/390) = 65.77$	\$1,800,000.00	6	71.77
B	280/350	10/40	290/390	= $90(290/390) = 66.92$	\$1,700,000.00	8	74.92
C	250/350	15/40	265/390	= $90(265/390) = 61.15$	\$1,650,000.00	10	71.15
D	230/350	N/A	N/A	N/A	N/A	N/A	N/A

3 proposals met the minimum pass mark in the technical evaluation portion of the proposal evaluation. As a result, all evaluated price proposals were added together and divided by 3 in order to reach the average bid price which was determined to be \$1,716,666.67. No price proposals were greater than twenty-five percent (25%) above the average price so as a result, no proposals were set aside.

Proponent D did not achieve the minimum pass mark for the technical proposal and was not considered any further.

Proponent B was deemed the Best Overall Proposal.

Solicitation No. - N° de l'invitation

EW702-140229/A

Amd. No. - N° de la modif.

File No. - N° du dossier

GMP-3-36009

Buyer ID - Id de l'acheteur

gmp006

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

PWGSC 20140229

CCC No./N° CCC - FMS No/ N° VME

ANNEX E TERMS OF REFERENCE

This Annex is attached as a separate .pdf document.

Solicitation No. - N° de l'invitation

EW702-140229/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

gmp006

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

PWGSC 20140229

File No. - N° du dossier

GMP-3-36009

CCC No./N° CCC - FMS No/ N° VME

ANNEX F TASK AUTHORIZATION FORM

This Annex will be provided upon Agreement entry.

ANNEX E TERMS OF REFERENCE

1 Description of Project

- 1.1 Project Information
- 1.2 Project Identification
- 1.3 Consultant Services
- 1.4 Project Delivery Approach
- 1.5 Existing Documentation

2 Project Administration

- 2.1 General
- 2.2 Roles and Responsibilities
- 2.3 Communications and Meetings
- 2.4 Project Review and Approval
- 2.5 Cost Management
- 2.6 Schedule Management

3 Description of Services

- 3.1 Intent
- 3.2 Project Types
- 3.3 Scope & Activities
- 3.4 Risk Management
- 3.5 Design
- 3.6 Construction Documentation
- 3.7 Construction Contract Administration
- 3.8 Commissioning
- 3.9 Project Closeout
- 3.10 Full-time On-site Site Supervision & Contract Administration

1 DESCRIPTION OF PROJECT

1.1 PROJECT INFORMATION

Public Works and Government Services Canada (PWGSC) intends to retain a consultant for the provision of the services required for this project.

PWGSC Project Title: Giant Mine Remediation Project
Giant Mine Engineer – General Design Services

Location of the Project: Yellowknife, NT

PWGSC Project Number: R.014204

User Department: Aboriginal Affairs and Northern Development Canada (AANDC)

PWGSC Project Manager: To Be Provided Upon Agreement Issuance

**Estimated Initial Project Budget
(Date of Agreement Issuance to
31 March 2017):** \$6,000,000.00 (GST Extra)

**Estimated Total Project Budget
(inclusive of Option Periods):** \$24,000,000.00 (GST Extra)

1.2 PROJECT IDENTIFICATION

1.2.1 Need

The Giant Mine Site, located in Yellowknife, NT, is a contaminated site that is the responsibility of AANDC. AANDC has engaged Public Works and Government Services Canada (PWGSC) to deliver the planning, design and delivery of the Major Construction activities of the Giant Mine Remediation Project (GMRP). Site Remediation cannot begin until a Water Licence is issued, which is anticipated to occur by 2016. As such, Remediation planning is underway through advancement of design, development of specifications and sequencing of construction. The Major construction activities at the site will be delivered by a Construction Manager contracted to PWGSC.

The purpose of this Agreement is to provide electrical, mechanical, instrumentation & controls, structural and ground freeze engineering to support the development of design and construction documents for the construction and operation of the Ground Freezing and Effluent Treatment Plant projects.

1.2.2 Existing Conditions

A significant number of hazards have been identified as a result of the operations of the Giant Mine Site.

Identified general hazards are as follows:

- .1 Hydrocarbon Contaminated Soil: There is an estimated 5,000 m3 of hydrocarbon contaminated soil at the Mine Site.
- .2 Arsenic Contaminated Soil: There is an estimated 75,000 m3 of arsenic contaminated soil and 600,000 m3 of general waste rock at the Mine Site.
- .3 Hazardous Materials: There are many buildings at the Mine Site that are contaminated with arsenic trioxide dust, asbestos and other harmful substances. Security of these buildings forms

part of the Care and Maintenance Work, and these buildings will be identified as off limits, except for inspections when necessary.

- .4 Mine Site Openings: There are a minimum of 37 identified Mine Site openings to the underground workings and eight (8) open pits.

Identified Mine Site hazards are as follows:

1. Approximately 237,000 tonnes of arsenic trioxide dust stored underground in sealed storage chambers/stopes.
2. Areas in underground workings in vicinity of arsenic storage chambers/stopes which are highly contaminated with arsenic.
3. Northwest tailings pond hazardous materials storage area which contains approximately 1,400 over-pack containers of arsenic and asbestos contaminated waste.
4. Asbestos containing materials are present in many parts of the Mine Site, including but not limited to asbestos in roaster complex, asbestos on many building interior and exterior surfaces; and in association with assorted insulation on piping, utilidors and boilers.
5. Arsenic trioxide dust stored in over-pack containers is secured in a locked facility on the surface.
6. Approximately 55 tonnes of arsenic trioxide dust is deposited in roaster flues and associated ductwork. In addition, arsenic trioxide dust in quantities not determined, exist in the Cottrell Plant, bag house areas and arsenic distribution piping on surface and underground.
7. The Ingraham Trail is a major public highway (No. 4) that passes through the centre of the Mine Site and provides access to destinations north of Yellowknife.
8. Existing Mine Site security facilities consist of a few sections of fence and lockable gates at key areas, and may not be sufficient to adequately control access to the Mine Site.
9. Baker Creek, which flows through the Mine Site is a valued aquatic resource and is a security issue during the open water season.
10. Aged and decrepit buildings and infrastructure.

1.2.3 Constraints & Challenges

The services of this Agreement must be coordinated with other work on the site, such as Care & Maintenance (C&M), advanced remediation of the Underground Workings (stabilization/backfilling), investigations and studies to support other components of the design of the Overall Site Remediation planning and construction of a new Territorial highway along the west side of the site.

1.3 CONSULTANT SERVICES

- .1 Engineering and Consulting Services for are required on an as needed basis
- .2 Consultant is to assist PWGSC by providing a range of electrical, mechanical, instrumentation & controls, structural and ground freeze engineering services to support the advancement of design and develop a Substantive Level Cost Estimate for each design package

- .3 Consultant is to work with PWGSC and the Construction Manager to develop Specifications and Drawings to support a Design-Bid-Build project delivery approach for the Ground Freeze System and supporting on and off-site infrastructure.
- .4 Consultant is to work with PWGSC and the Construction Manager to develop Performance Based Specifications to support a Design-Build-Operate project delivery approach for the Effluent Treatment Plant.
- .5 Consultant is to assist PWGSC by providing various on-site services (inspection and QA).
- .6 PWGSC will act as the Project Manager throughout the duration of this Agreement. The Consultant will adhere to all standards and guidelines outlined in this Terms of Reference, as may be applicable to each project.
- .7 The Consultant will be the prime Consultant for their specific Scope of Work (SOW) and will be responsible to co-ordinate any Sub-Consultant or Specialty Consultants. The services outlined apply not only to the Consultant, but to any Sub-Consultant and Specialty Consultant disciplines that may be required for a specific SOW.
- .8 The Consultant will work as part of a collaborative team including AANDC, PWGSC, a Construction Manager (CM), and other consultants and contractors, as identified by PWGSC.

1.4 PROJECT DELIVERY APPROACH

The following describes the various components and the respective parties responsible for project development and delivery for the Advanced and Overall Remediation projects.

1.4.1 Advanced Remediation

- .1 Advanced Remediation of the Roaster Complex
 - .1 Construction: Design-Build Contractor (awarded in March 2013)
 - .2 Design Criteria / RFP PWGSC Engineering Agreement (previous existing Agreement)
 - .3 Site Inspection / QA Giant Mine Engineering - Environmental Support Services (awarded in May 2013)
- .2 Advanced Remediation of the Underground Workings (stabilization/backfilling)
 - .1 Construction: Design-Build Contractor (to be awarded in July 2013)
 - .2 Design Criteria / RFP AANDC Technical Advisor
 - .3 Site Inspection / QA Giant Mine Engineering – Mining Support Services (awarded in May 2013)

1.4.2 Overall Remediation

- .1 Construction
 - .1 A Construction Manager (CM) will be responsible for the delivery of the Overall Remediation and must utilize sub-contractors using various contracting approaches (Design-Bid-Build, Design-Build and Design-Build-Operate contracts)
- .2 Engineering
 - .1 The following Table summarizes all of the Engineering Contracts and the associated anticipated Design Packages

GIANT MINE ENGINEERING CONTRACTS SUMMARY			
Engineering Contract	Design Packages	Construction Contracting Approach	General Scope
Environmental Support Services	Contaminated Soils	Design-Build	Investigations, EPA Cost Estimate, Performance Based Criteria, QA
	Hazardous Materials Abatement and Demolition and Debris Disposal	Design-Build	Investigations, EPA Cost Estimate, Performance Based Criteria, QA
Mining Support Services	Underground Works	Design-Build	Investigations, EPA Cost Estimate, Performance Based Criteria, QA
	Open Pits	Design-Build	Investigations, EPA Cost Estimate, Performance Based Criteria, QA
	Openings to Surface	Design-Build	Investigations, EPA Cost Estimate, Performance Based Criteria, QA
General Design	Freeze	Design-Bid-Build	Investigations, EPA Cost Estimate, Detailed Design, Specifications and Drawings, Inspections
	Site Services & Utilities	Design-Bid-Build	Investigations, EPA Cost Estimate, Detailed Design, Specifications and Drawings, Inspections
	Effluent Treatment Plant	Design-Build-Operate	Investigations, EPA Cost Estimate, Performance Based Criteria, QA
Civil Design ***	Design Integration		Coordinate overall design elements, identify Gaps and linkages between all design packages, etc.
	Tailings Cover	Design-Bid-Build	Investigations, EPA Cost Estimate, Detailed Design, Specifications and Drawings, Inspections
	Surface Water Management	Design-Bid-Build	Investigations, EPA Cost Estimate, Detailed Design, Specifications and Drawings, Inspections
	Baker Creek	Design-Bid-Build	Investigations, EPA Cost Estimate, Detailed Design, Specifications and Drawings, Inspections
	Borrow	Design-Build and/ or Design-Bid-Build	Investigations, EPA Cost Estimate, Detailed Design, Specifications and

			Drawings, Inspections
--	--	--	-----------------------

*** Note that the Civil Design Engineer's role is to lead the process of identifying linkages and dependencies between the various design packages. The Civil Design Engineer i.e. the Integrator is responsible for overall design coordination. Consultants will be expected to work cooperatively and closely with the Integrator and the Construction Manager to develop the overall design for the project as well as the individual packages required to support construction. The Integrator will not be responsible for, nor will influence, the design of the other consultants.

1.4.3 Project Schedule Milestones

- .1 Regulatory
 - .1 Environmental Assessment (EA)
 - .1 The project is currently undergoing an EA with Report of findings from the Mackenzie Valley Environmental Impact Review Board (MVEIRB) expected to be issued in 2013
 - .2 Water Licence (WL)
 - .1 The WL application (including the Consolidated Project Report) is to be developed throughout 2013-2015, after receipt of the findings of the EA Report and advancement of design.
 - .2 The WL is anticipated to be awarded in 2016

1.5 EXISTING DOCUMENTATION

1.5.1 Existing Documentation - to be made available for successful Proponent

- .1 Various existing documents will be made available to the successful proponent to be utilized where necessary in advancing design and developing new construction and other documentation.
- .2 These documents are in the form of drawings, reports, photographs, maintenance records, etc.

2 PROJECT ADMINISTRATION

2.1 GENERAL

2.1.1 General Requirements

- .1 “Project Team” refers to key representatives involved in this project.
- .2 The PWGSC Project Manager is the Project Authority and is responsible for conveying all resultant requirements to the Consultant.
- .3 All team members must maintain a professional, cordial and collaborative relationship.

2.1.2 Language

- .1 All deliverables and construction documents must be prepared in English.

2.1.3 Media

- .1 The Consultant will not respond to any media inquiry.
- .2 Direct all media requests to the Project Authority

2.2 ROLES AND RESPONSIBILITIES

2.2.1 Consultant

- .1 The “Consultant Team” includes the Consultant’s staff, sub-consultants and specialists.
 - .1 The team must include qualified Engineering and Geoscience professionals registered in the Northwest Territories, with extensive relevant experience, capable of providing all required services for the duration of the Agreement.
 - .2 The Consultant may be asked by the Project Authority to expand the team to include additional disciplines.
- .2 The Consultant is responsible for:
 - .1 Preparing a design that meets project requirements.
 - .2 Coordinating and directing the work of all design team activities, including sub-consultants and specialists
 - .3 Obtaining Project Authority acceptance for each project phase before proceeding to the next phase.
 - .4 Accurately communicating design, budget, and scheduling issues to staff, sub-consultants and specialists.
 - .5 Coordinating input for the Project Authority’s Risk Management Plan
 - .6 Obtaining approvals on behalf of the Project Authority from all levels of government, including provincial and municipal governments.
 - . 1 The Consultant will adjust the documentation to meet the requirements of these authorities.
- .3 The Consultant will:
 - .1 During the design phases:

- .1 Attend meetings,
 - .2 Record the issues and decisions,
 - .3 Prepare and distribute minutes within two working days of the meeting,
 - .4 Ensure all meetings are green i.e. using electronic documents or double-sided hard copies
 - .5 Ensure sub-consultants attend required meetings
- . 2 During the construction phase:
 - .1 Attend meetings and provide site inspection services
 - .2 Ensure sub-consultants provide site inspection services and attend required meetings.
- .4 The Consultant must:
 - .1 Obtain written authorization from the Project Authority before proceeding from one phase of work to the next phase of a project.
 - .2 Coordinate all services with the Project Authority.
 - .3 Deliver each project utilizing best practices, respecting the approved financial budget, schedule, scope and quality requirements.
 - .4 Establish a cohesive functional partnership and open communication between all members of the project delivery team and stakeholders throughout all phases of the project life,
 - .5 Ensure that the Consultant team has an in-depth understanding and collective 'buy-in' of the project requirements, scope, budget and scheduling objectives, working constructively to build a collaborative and cooperative team approach with knowledgeable and timely input and contribution by all project team members, including representatives from PWGSC, AANDC, the CM Team and the other consultants.
 - .6 Conduct rigorous quality assurance reviews during the design and construction phases, including the application of value engineering principles during the design of all complex systems.
 - .7 Provide a written response to all PWGSC and CM Team comments included in Quality Assurance reviews conducted throughout the design of the project.
 - .8 Develop a rigorous quality management plan in order to respond to and correct, in a timely and effective manner, all issues as they occur,
 - .9 If any alterations are required during the development of the design, analyze the impact on all project components and resubmit for approval before proceeding further,
 - .10 Establish and maintain a change control procedure for scope changes,
 - .11 Ensure that an experienced Project Engineer or Project Geoscientist is assigned to each project, who will be responsible for the production, coordination and delivery of all design and construction documents for all project disciplines,
 - .12 Prepare a continuous risk identification and management program employing effective methodologies to ensure construction safety as well as claims avoidance,
 - .13 Provide continuous and comprehensive documentation of the project at all stages of the project implementation, and
 - .14 Ensure continuity of key personnel and maintain a dedicated working team for the life of the project.

2.2.2 PWGSC

- .1 Administration
 - .1 PWGSC administers the projects and exercises continuing control over the projects during all phases of development.
- .2 Reviews

- .1 PWGSC will review the services at various stages and reserves the right to reject unsatisfactory services at any stage.
- .2 If later reviews show that earlier acceptances must be withdrawn, the Consultant will redesign and re-submit at no extra cost.
- .3 Acceptance
 - .1 PWGSC acceptance of submissions from the Consultant simply indicates that, based on a general review, the material complies with governmental objectives and practices, and meets overall project objectives
 - .2 Acceptance does not relieve the Consultant of professional responsibility for the services and for compliance with the Agreement.
- .4 PWGSC Project Management
 - .1 The Project Manager assigned to the project is the Project Authority.
 - .2 The Project Authority is directly responsible for:
 - .1 The progress and administration of the projects, on behalf of PWGSC
 - .2 Day-to-day project management and is the Consultant's single point of contact for project direction.
 - .3 Providing authorizations to the Consultant on various tasks throughout the projects.
 - .4 The liaison amongst and between the Consultant, PWGSC, AANDC, the CM Team and the other consultants and also manages the internal federal government stakeholders.
- .5 PWGSC Professional & Technical Resources Team
 - .1 As required, provides professional advice and quality assurance reviews of consultant deliverables by Engineering and Geoscience professional disciplines (using in-house and external resources).
 - .2 Offers expert technical advice on related project issues, such as options analysis, risk management, cost planning, scheduling, contract interpretation, specifications, terms of reference, commissioning, claims management, project delivery approach and project compliance.
 - .3 Participates as necessary in design phases and may attend (during construction), contractor meetings and conduct field reviews on behalf of the Project Authority.
- .6 PWGSC Commissioning Specialist represents the Project Authority's interests in the commissioning process by:
 - .1 Providing technical advice on operation & maintenance (O&M) matters, operational criteria and quality assurance on the commissioning process throughout the project life cycle;
 - .2 Coordinating and overseeing internal PWGSC commissioning activities during all project phases to ensure that O&M concerns are addressed;
 - .3 Working closely with the Consultant, the Consultant's Commissioning Manager, the CM and the Project Authority for Commissioning activities and,
 - .4 Reviews all documentation and reported results relative to commissioning throughout the project delivery.

2.2.3 AANDC

- .1 The AANDC Project Leader:
 - .1 Is accountable for the expenditure of public funds and delivery of the projects in accordance with terms accepted by the Treasury Board

- .2 Reports to senior AANDC executive management
- .3 Coordinates the quality, timing and completeness of information and decisions relating to issues related to the performance of the projects.

2.3 COMMUNICATIONS AND MEETINGS

2.3.1 Communication

- .1 In general, communications will be through the Project Authority, unless directed otherwise.
 - .1 This includes formal contact between the Consultant, the Construction Manager, the PWGSC Project Team and AANDC.
- .2 Direct communication between members of the PWGSC Project Team and the consultant on routine matters may be required for resolution of technical issues.
 - .1 However, this will not alter project scope, budget or schedules, unless confirmed in writing by the Project Authority.
- .3 During construction tender call, the CM will conduct all correspondence with bidders and award the contract. Except in the case of a Design-Build-Operate contract for the Effluent Plant, where PWGSC may conduct all correspondence with the bidders and award the contract.
- .4 If any direct communication with AANDC results in the need for any change to the Project scope of work, quality, cost or schedule, the Consultant will inform the Project Authority, and seek direction, before taking any action.
- .5 No communication will alter the terms of the project scope, budget or schedules unless directed in writing by the Project Authority
- .6 The Project Authority will arrange for the Consultant and CM to obtain access to the PWGSC secure shared document management site.
- . 7 Correspondence
 - .1 All correspondence from the Consultant will be distributed as directed by the Project Authority.
 - . 2 There will be no correspondence between occupants or users of the site and the Consultant unless directed by the Project Authority.
 - .3 All correspondence must carry the Contract name/number, PWGSC Project title, PWGSC Project number and File number and a date (i.e. Month/Day/Year).
 - .4 Automatic date fields will not be used, except when preceded by the text "Printed on:"

2.3.2 Meetings During The Design Phases

- .1 Meetings with PWGSC, AANDC, the General Design Consultant, the CM Team and other consultants will normally be held in Edmonton, AB.
- .2 The Project Authority will arrange meetings bi-weekly (or on a frequency applicable to the scope of the project), throughout the design phases of the project, with representatives from:
 - .1 PWGSC;
 - .2 Consultant team (all consultants, as required);

- .3 AANDC; and
 - .4 Construction Management Team.
- .3 The Consultant will:
- .1 Prepare minutes of meetings during the design phases.
 - .2 Forward minutes to PWGSC, AANDC, CM and other Consultants
- .1 These meetings are for the accurate exchange of information.
 - .2 All requests and decisions taken must follow the formal lines of communications.
 - .3 Endeavour to hold all meetings as Green Meetings (i.e. Electronic copies of documents where possible or double sided hard copies).
 - .4 Attend all design meetings.
 - .5 Respond to minutes as required prior to the next meeting.

2.3.3 Meetings During the Construction Phases

The Consultant will attend all regular bi-weekly (or on a frequency applicable to the scope) construction meetings on site through the duration of the project and respond to minutes, prepared by the CM, within two (2) working days of the meeting.

2.3.4 Project Response Time

- .1 The Consultant must ensure that all key personnel are personally available to attend meetings as required and respond to inquiries promptly.
 - .2 During the project, the Consultant's Key Personnel will be:
 - .1 Available to attend meetings and respond to inquiries within three (3) working days notice.
 - .2 Able to respond by phone or email to emergencies within four (4) hours, including those occurring during off hours and on weekends/ holidays.
 - .3 On occasion, there may be urgent, problem-solving meetings.
- . 1 The Consultant must be available to attend such meetings on site within one (1) day.

2.3.5 Submissions to PWGSC

- .1 Where submissions to PWGSC include summaries, reports, network diagrams, drawings, plans, specifications or finish schedules, the Consultant will place the documents in the appropriate file on the PWGSC secure shared document management site (Buzzsaw) and advise the Project Authority, unless otherwise directed in writing.
- .2 Electronic format:
 - .1 The electronic deliverables will be provided using Microsoft applications.
 - .2 Alternatively, the Consultant may submit all work in Adobe Acrobat *.pdf format except for Network Diagrams which must be submitted in their original electronic format.

2.4 PROJECT REVIEW AND APPROVAL

2.4.1 Federal Government

The federal authorities having jurisdiction over this project, including but are not limited to:

- .1 HRSDC for fire prevention engineering services and life safety;
- .2 Environment Canada and Department of Fisheries and Oceans (DFO) for environmental regulations;

2.4.2 PWGSC Reviews, Approvals & Presentations

- .1 Senior Management Approval
 - .1 The projects are subject to approval by senior managers of PWGSC and AANDC. These authorities are responsible for final decisions on the projects.
 - .2 These authorities may require both formal oral presentations and written submissions by the Consultant at key project phases.
- .2 Project Delivery Team Approval
 - .1 This includes both the PWGSC Professional & Technical Team reviews and AANDC approval.
 - .1 The purpose of this review is technical quality assurance;
 - .2 Submission documents will be in the following format: reports, drawings and specifications, oral presentation and other format as required;
 - .3 Submissions will be reviewed at various design stages, which may include pre-design phase, schematic design phase, design development phase, construction documents phase (eg. 33%, 50%, 75% and 99% complete);
 - .4 Expected turnaround time is 3 weeks.
- .3 PWGSC Review
 - .1 The Project Authority will conduct Quality Assurance Reviews on reports, drawings, schedules, and costs estimates prepared by the Consultant, in a manner and at stages noted herein. The Consultant will respond in writing to PWGSC's comments, in a timely manner and will be held accountable for delays if proper and timely responses do not occur.
 - .2 Such reviews are not intended as a check against errors or omissions contained within the documents submitted. The Consultant is responsible for any such errors or omissions, regardless of any review by PWGSC.
 - .3 While PWGSC acknowledges the Consultant's obligations to meet project requirements, the project delivery process entitles PWGSC to review the services. PWGSC reserves the right to reject undesirable or unsatisfactory services. The Consultant will obtain the Project Authority's acceptances during each of the project stages.
 - .4 Acceptances indicate that, based on a general review of material for specific issues, the material is considered to comply with governmental and departmental objectives and practices and that overall project objectives should be satisfied. The acceptance does not relieve the Consultant of professional responsibility for the services and compliance with the terms and conditions of the Agreement.
 - .5 The Project Authority acceptances do not preclude the possibility that the services may be determined to be unsatisfactory at later stages of review (e.g. there may be more than one (1) draft version of a report required). If progressive design development or technical investigation reveals that earlier acceptances should be withdrawn, the Consultant is

responsible for redesigning services and resubmitting for acceptance at the Consultant's cost.

- .6 Acceptances by the Client and other agencies and levels of government will be obtained to supplement the Project Authority acceptances. The Consultant will assist the Project Authority in securing all such acceptances and adjust all documentation as required by such authorities when securing acceptance.

2.4.3 Territorial And Municipal Authorities

- .1 The federal government generally defers to Territorial and municipal authorities for specific regulations, standards and inspections but in areas of conflict, the more stringent authority prevails.

2.4.4 Codes and Standards

- .1 All criteria will be in accordance with the current edition of Canadian Codes and Standards, and, any other relevant Codes as applicable. If local or municipal codes and bylaws are more stringent, they will take precedence.
- .2 Regulations, by-laws, and decisions of "Authorities having jurisdiction" will be observed. In cases of overlap, the most stringent will apply.
- .3 The Consultant will identify and communicate with all jurisdictions applicable to the project.
- .4 For material properties (both physical and chemical), methods of fabrication, tests, etc., reference should be made to the latest editions of CSA Standards and the Canadian General Standards Board, or to local standards if they are more stringent.

2.4.5 Project Budget and Cost

- .1 The Consultant's approved budget for the project must not be exceeded unless otherwise approved by the Project Authority by written confirmation. Effective cost estimating and cost control is of prime importance.

2.5 COST MANAGEMENT

2.5.1 CONSTRUCTION COST ESTIMATES

- .1 The following provides a general indication of the information needed by the Consultant's cost estimator to prepare specific classifications of estimates.
- .2 These are the minimum requirements only and should be supplemented where additional information exists or is warranted.
- .3 Construction cost estimates are to be prepared and submitted to PWGSC and the CM at various stages during the design process.
- .4 In addition to the Consultants' estimate, PWGSC may have independent estimates performed to compare with the Consultant estimate.

2.5.2 CLASSES OF ESTIMATES

- .1 PWGSC applies a detailed, four level, classification using the terms Class A, B, C and D (outlined below).

- .2 Apply these estimate classifications at the project stages as defined herein.

2.5.3 CLASS 'D' (INDICATIVE) ESTIMATE

- .1 Based upon a comprehensive statement of requirements and an outline of potential solutions, this estimate is to provide an indication of the final project cost, and allow for ranking of all the options being considered.
- .2 Submit Class 'D' cost estimates in elemental analysis format.
- .3 Include a summary in the cost estimate, plus full back up, showing items of work, quantities, unit prices, allowances and assumptions.
- .4 The level of accuracy of a class D cost estimate will be such that no more than a 20% design contingency allowance is required.

2.5.4 CLASS 'C' ESTIMATE

- .1 Based on a comprehensive list of requirements and assumptions, including a full description of the preferred Schematic Design option, construction experience, design experience and market conditions, this estimate must be sufficient for making the correct investment decision.
- .2 Submit Class 'C' cost estimates in elemental analysis format.
- .3 Include a summary in the cost estimate, plus full back up, showing items of work, quantities, unit prices, allowances and assumptions.
- .4 The level of accuracy of a class C cost estimate will be such that no more than a 15% design contingency allowance is required.

2.5.5 CLASS 'B' (SUBSTANTIVE) ESTIMATE

- .1 Based on design development drawings and outline specifications, which include the preliminary design of all major systems and subsystems, as well as the results of all site/installation investigations, this estimate must provide for the establishment of realistic cost objectives and be sufficient to obtain effective project approval.
- .2 Submit Class 'B' cost estimates in both elemental analysis format and trade divisional format.
- .3 Include a summary in the cost estimate, plus full back up, showing items of work, quantities, unit prices, allowances and assumptions.
- .4 The level of accuracy of a class 'B' cost estimate will be such that no more than a 10% design contingency allowance is required.

2.5.6 CLASS 'A' (PRE-TENDER) ESTIMATE

- .1 Based on completed construction drawings and specifications prepared prior to calling competitive tenders, this estimate must be sufficient to allow a detailed reconciliation and/or negotiation with any contractor's tender.
- .2 Submit Class 'A' cost estimates in both elemental analysis format and trade divisional format.
- .3 Include a summary in the cost estimate, plus full back up, showing items of work, quantities, unit prices, allowances and assumptions.

- .4 The level of accuracy of a class 'A' cost estimate will be such that no more than a 5% design contingency allowance is required.

2.6 SCHEDULE MANAGEMENT

2.6.1 PROJECT SCHEDULE

- .1 A Detailed Project Schedule is a schedule developed in reasonable detail to ensure adequate Time Management planning and control of the project.
- .2 Project Schedules are used as a guide for the planning, design and implementation phases of the project, as well as to communicate to the project team when activities are to happen, based on network techniques using Critical Path Method (CPM).
- .3 When building a Project Schedule, the Consultant must consider:
 - .1 The level of detail required for control and reporting;
 - .2 The reporting cycle will be monthly, unless otherwise identified in the Terms of Reference
 - .3 What is required for reporting in the Project Teams Communications Plan and
 - .4 The nomenclature and coding structure for naming of scheduled activities, which must be submitted to the Project Manager for acceptance.
- .4 PWGSC presently utilizes the Primavera Suite software and Microsoft Project for its current Control Systems and any software used by the consultant should be fully integrated with either of these programs, using one of the many commercially available software packages.

2.6.2 MILESTONES

- .1 The Major Milestones are standard Deliverables and Control Points and are required in all schedule development.
- .2 These Milestones will be used in Time Management Reporting within PWGSC as well as used for monitoring project progress using Variance Analysis.
- .3 Milestones may also be external constraints such as the completion of an activity, exterior to the project, affecting the project.

2.6.3 ACTIVITIES

- .1 All activities will need to be developed based on:
 - .1 Project Objectives,
 - .2 Project Scope,
 - .3 Milestones,
 - .4 Meetings with the project team and
 - .5 The scheduler's full understanding of the project and its processes.
- .2 Subdivide the elements down into smaller more manageable pieces that organize and define the total scope of work in levels that can be scheduled, monitored and controlled.
 - .1 This process will develop the Activity List for the project.
- .3 Each activity will describe the work to be performed using a verb and noun combination (i.e. Review Design Development Report).

- .4 These elements will become activities, interdependently linked in the Project Schedule.
- .5 If unforeseen or critical issues arise, the Scheduler will advise the Project Manager and submit proposed alternative solutions in the form of an Exception Report.
 - .1 An Exception Report will include sufficient description and detail to clearly identify:
 - .1 Scope Change: Identifying the nature, reason and total impact of all identified and potential project scope changes affecting the project.
 - .2 Delays and accelerations: Identifying the nature, the reason and the total impact of all identified and potential duration variations.
 - .3 Options Enabling a Return to the project baseline: Identifying the nature and potential effects of all identified options proposed to return the project within base lined duration.
- .6 At each submission or deliverable stage, provide an updated schedule and exception report.

3 DESCRIPTION OF SERVICES

3.1 INTENT

The purpose of this stage is to describe, in general terms, services that are planned for completion during the term of the Agreement, so the Consultant can understand the type of services that will or may occur under this Agreement. The specific scope of services to be undertaken for each individual project will be described in detail in each Terms of Reference that will form the basis of the Task Authorization (TA) that will be put in place.

3.2 PROJECT TYPES

The purpose of this Agreement is to provide, electrical, mechanical, instrumentation & controls, structural and ground freeze engineering to advance the design, develop a Class B Cost Estimate and develop construction specifications for the Ground Freeze (freezing of underground chambers to isolate stored arsenic trioxide dust) and Effluent Treatment System (long term water treatment of arsenic impacted surface and underground mine water) projects, as well as the design of on and off-site utilities required to support the Overall Remediation and Long Term Operation of the Freeze and Effluent Treatment System Infrastructure. The purpose of this Agreement is also to complete inspections and complete Quality Assurance on behalf of PWGSC during construction, assist with commissioning and complete as-built and project close-out reporting.

3.3 SCOPE & ACTIVITIES

Generally, the scope that the Consultant will be required to complete, may include, but will not be limited to the items outlined below. Note that the consultant's detailed scope will be defined in the Terms of Reference that will support the Task Authorization for each individual task the Consultant will be required to complete.

3.3.1 Freeze System Design

1. Review existing information as supplied by PWGSC, validate existing design parameters, identify information gaps and propose additional services (studies, investigations, etc.) required to fill information gaps to a level that is sufficient to advance design.
2. Complete additional services required to fill information gaps identified.
3. Complete a feasibility review of available freeze technologies (passive vs. active) complete with life cycle costing, performance considerations, monitoring and maintenance requirements and constructability. Feasibility review is to formulate a recommended option with a decision matrix and supporting information. The review must consider active, passive and hybrid freeze systems and the range of alternative technologies for delivering each with a final recommendation.
4. Work with the CM and the other consultants to develop work packages that meet all technical, schedule and cost efficiency and socio-economic objectives of the project.
5. Advance design to a level that supports the development of a substantive cost estimate (work with PWGSC and the CM to define the level of design).
6. Participate in and adjust design according to a Value Engineering session on the Overall Remediation Plan.
7. Assist the CM with the development of a substantive cost estimate to support a Treasury Board Submission for Effective Project Approval. Develop supporting documentation, as required.
8. Complete tender ready construction documents (specifications and drawings) for the work packages that support the freeze system project.

- .1 Preparation of complete, comprehensive and fully coordinated stamped construction drawings and details suitable for tendering purposes.
 - .2 Preparation of specifications of all elements, including materials and equipment, manufacturer's methods of installation, design and performance criteria and quality of workmanship.
 - .3 Assistance during Tender period, by preparing addenda and answering questions and attending meetings with bidders and sub-contractors.
9. Develop and carry-out an inspection and QA/QC program for each of the work/tender packages that support the freeze system project.
 10. Support the PWGSC and the CM in the Change Order process through the development of design change documentation and subsequent review and recommendation of plans and costs from Contractors in response to the proposed changes.
 11. Complete a construction report at the end of the construction phase detailing all aspects of the construction, including construction process undertaken, design changes, and "As-Built" drawings to accurately define the actual conditions at time of completion.
 12. Review plan and approve commissioning plan and then monitor and validate commissioning of the system and review and approve operation & maintenance manuals prior to close-out of construction contract.
 13. Develop a long term monitoring system to monitor the design parameters such as, but not limited to, performance of the system, ground temperatures, and hydrological impacts.

3.2.2 Effluent Treatment System Design:

1. Review existing information as supplied by PWGSC, validate existing design parameters, identify information gaps and propose additional services (studies, investigations, etc.) required to fill information gaps to a level that is sufficient to advance design.
2. Complete additional services required to fill information gaps identified.
3. Complete a feasibility review of available water treatment technologies complete with life cycle costing, performance considerations, monitoring and maintenance requirements and constructability. Feasibility review is to formulate a recommended option with a decision matrix and supporting information. The review must consider long term operational impacts (such as long term availability of chemical additives and volume of sludge production) and the range of alternative technologies for delivering each with a final recommendation.
4. Work with the CM to complete a substantive cost estimate (including full life cycle costs) and supporting documentation to support a Treasury Board Submission for Effective Project Approval
5. Work with PWGSC (since the project may be delivered as a P3 or Design-Build-Operate contracted directly with PWGSC) and the CM and rest of the design team to develop work packages that meets all technical, schedule and cost efficiency and socio-economic objectives of the project.
6. Complete tender ready performance based specifications for the work packages that support the effluent treatment system project.
7. Review Designs issued by the Design-Build Contractor to ensure conformance with the performance based criteria.
8. Develop and carry-out a QA/QC program for each of the work packages that support the effluent treatment system project.
9. Support PWGSC in the Change Order process through the development of design change documentation and subsequent review and recommendation of plans and costs from Contractors in response to the proposed changes.
10. Complete a construction report at the end of the construction phase detailing all aspects of the construction, including construction process undertaken, design changes, and "As-Built" drawings to accurately define the actual conditions at time of completion.
11. Review plan and approve commissioning plan and then monitor and validate commissioning of the system prior to close-out of construction contract.

12. Develop a long term monitoring system to monitor the design parameters such as, but not limited to, performance of the system.

3.2.3 Site Services & Utilities:

1. Review existing information as supplied by PWGSC, validate existing design parameters, identify information gaps and propose additional work (studies, investigations, etc.) required to fill information gaps to a level that is sufficient to advance design.
2. Complete additional services required to fill information gaps identified.
3. Complete a feasibility review of available water treatment technologies complete with life cycle costing, performance considerations, monitoring and maintenance requirements and constructability. Feasibility review is to formulate a recommended option with a decision matrix and supporting information. The review must consider long term operational impacts (such as long term availability of chemical additives and volume of sludge production) and the range of alternative technologies for delivering each with a final recommendation.
4. Work with the CM to complete a substantive cost estimate (including full life cycle costs) and supporting documentation to support a Treasury Board Submission for Effective Project Approval
5. Work with the CM and rest of the design team to develop work packages that meet all technical, schedule and cost efficiency and socio-economic objectives of the project.
6. Participate in and adjust design according to a Value Engineering session on the Overall Remediation Plan.
7. Assist the CM with the development of a substantive cost estimate to support a Treasury Board Submission for Effective Project Approval. Develop supporting documentation, as required.
8. Complete tender ready construction documents (specifications and drawings) for the work packages that support the freeze system project.
 - .1 Preparation of complete, comprehensive and fully coordinated stamped construction drawings and details suitable for tendering purposes.
 - .2 Preparation of specifications of all elements, including materials and equipment, manufacturer's methods of installation, design and performance criteria and quality of workmanship.
 - .3 Assistance during Tender period, by preparing addenda and answering questions and attending meetings with bidders and sub-contractors.
9. Develop and carry-out an inspection and QA/QC program for each of the work/tender packages that support the freeze system project.
10. Support the PWGSC and the CM in the Change Order process through the development of design change documentation and subsequent review and recommendation of plans and costs from Contractors in response to the proposed changes.
11. Complete a construction report at the end of the construction phase detailing all aspects of the construction, including construction process undertaken, design changes, and "As-Built" drawings to accurately define the actual conditions at time of completion.
12. Review plan and approve commissioning plan and then monitor and validate commissioning of the system and review and approve operation & maintenance manuals prior to close-out of construction contract.

3.4 RISK MANAGEMENT

- .1 The Consultant will assist the Project Authority in:
 - .1 identifying risk elements based on past experience, using a proposed checklist or other available lists

- .2 qualifying/quantifying probability of risk event and their impact on project or related work (low, medium, high)
- .3 applying a dollar value to all risk/probability impact events
- .4 preparing contingency plans for possible changes to the work, budget and schedule
- .5 prioritizing risk events (i.e. concentrate efforts on risk event with high probability and medium to high impact)
- .6 developing risk management plan (i.e. evaluate alternatives for mitigation of risks involved)
- .7 implement risk mitigation on items and approaches approved by the Project Authority.

3.5 DESIGN

- .1 The Consultant will provide and co-ordinate full professional design services required during all phases of project delivery.
- .2 The objective of this stage is to translate the Preliminary Phase findings into construction drawings and specifications for the purpose of tendering.

3.6 CONSTRUCTION DOCUMENTATION

3.6.1 Intent

The intent of Construction Documentation Services is for the Consultant to:

- .1 Translate design documents into tender ready construction drawings and specifications, setting forth in detail all the requirements for the construction of the project along with a final Class "A" (Substantive, +/- 5%) cost estimate.

3.6.2 Specifications and Drawings

- .1 The Project Authority will respond to questions from the Consultant as required, review and accept the final the Construction Document progress at 50% and 99% and formally accept documents ready for Tender.
- .2 The Consultant will provide the 50% and 99% submissions general requirements as follows but not limited to:
 - .1 Regulatory and detailed analysis.
 - .2 Obtain acceptance for submissions.
 - .3 Confirm format of drawings and specifications.
 - .4 Clarify special procedures (i.e. phased construction).
 - .5 Submit drawings and specifications at the required stages.
 - .6 Provide written response to all review comments and incorporate them into Construction Documents.
 - .7 Advise as to the progress of cost estimates and submit updated cost estimates as the project develops.
 - .8 Provide project schedule.
 - .9 Prepare a Class "B" (Substantive, +/- 10%) and Class "A" (Substantive, +/- 5%) estimate.
- .3 The Consultant will provide the 75% submission deliverables as follows but not limited to:
 - .1 Submit the Class "B" (Substantive, +/- 10%) cost estimate.
 - .2 Submit the project schedule.
 - .3 Specifications to be 75% edited with all pertinent sections.

- .4 75% drawings to include but not limited to, Aerial Photographs, Site Plan, Demolition Plan, Impacted Areas Plan, Sections and Details, General Notes, Design codes used, Strength and grades of materials used, Special construction requirements.
 - .5 Provide co-ordination of all drawings.
- .4 The Consultant will provide the 99% submission deliverables as follows but not limited to:
- .1 Submit written response to PWGSC review on comments made at 75% stage.
 - .2 All working drawings and specifications co-ordinated with the Specifications.
 - .3 Submit the Class "A" (Substantive, +/- 5%) cost estimate.
 - .4 Submit the updated project schedule.
 - .5 Submit 99 % edited specifications.
 - .6 Submit 99% complete set of coordinated construction drawings, including details, sections, plans and schedules including information on drawings will fully comply with codes and standards.
- .5 Submissions, Review and Approval Process
- .1 The Consultant will provide all required submissions, either to, as directed by the Project Authority.
 - .2 The Consultant will provide required sets of Construction Drawings and Specifications to the Project Authority for review at the 75% and 99% submission stage.
 - .3 The Consultant will provide deliverables as per Documentation Standards.
 - .4 The purpose of review and approval process is to ensure compliance with the project program, adherence to good design practice and technical quality assurance.

3.6.3 Tendering Documents

- .1 The Consultant will provide the 100% submission deliverables as follows but not limited to:
- .1 Incorporate PWGSC comments made at the 99% stage, either in the documents themselves if time allows, or as an Addendum during the tendering period.
 - .2 Submit all drawings and specifications 100% reviewed and co-ordinated for Tender call.
 - .3 Submit all specification sections and an index of specifications. The specifications will consist of typed and edited NMS sections.
 - .4 Submit final project schedule.
 - .5 Submit Revised Class "A" (Substantive, +/- 5%) level cost estimate, if needed.
 - .6 Documentation Standards will be outlined in each Task Authorization issued by the Project Authority.
 - .7 The Consultant will provide submit and obtain formal acceptance on plans and specifications required by Inspection Authorities before Tender call.
 - .8 All Drawings and Specifications to be signed and sealed by the Consultant and annotated "Issued For Construction".
 - .9 A Complete Commissioning Plan with associated documentation.

3.6.4 Tendering Assistance

- .1 General
- .1 The Construction Manager (CM) will undertake public tendering of the Projects (except for the Effluent Treatment Plant). The Consultant's original Tender documents are used to produce sets of prints required for Tender call. The Construction Manager issues all necessary addenda to the recipients of the Tender Documents. Addenda are to be prepared as required, by the Consultant.
 - .2 The Consultant will provide assistance during the tendering process including preparation of addenda and review of tender results (CM carries out the tendering process).

.2 Bidder's Conference

- .1 The CM may call a tenderers' briefing meeting to clarify the requirements of the Project. The Consultant will attend and prepare necessary addenda for issue by the CM. Questions arising in such meetings will be answered by written addenda only.
- .2 The Consultant will provide the CM with all information required by tenderers to fully interpret the Tender Documents. Keep full notes of all inquiries during the bidding period, including briefing meetings and submit a copy to the CM and the Project Authority at the end for PWGSC records.

.3 Addenda

- .1 The Consultant will prepare addenda to Tender Documents when necessary, and submit them to the CM for assembly and issue. Amendments to Tender Documents are prepared and distributed by the CM. Normally, addenda are issued no later than five (5) working days before the tenders close. No addendum is to be issued orally.
- .2 Addenda will be sealed and signed by the Consultant.
- .3 The Consultant will reissue all drawings and specification upon award of contract incorporating all addenda items.

3.7 CONSTRUCTION CONTRACT ADMINISTRATION

3.7.1 Intent

- .1 The intent of this phase is to implement the project in compliance with the Construction Contract Documents and to direct and monitor all necessary or requested changes to the scope of work during construction, commissioning and closeout.
- .2 The full detailed scope of the contract administration services for each project will be outlined in the Terms of Reference that supports the Task Authorization for the respective project.

3.7.2 General

- .1 The Consultant will:
 - .1 Coordinate all activities and share all project information with the Project Authority,
 - .1 All material specifications, mixes and test results will be turned over to the Project Authority for future maintenance by PWGSC and others
 - .2 This service is required for each construction package developed.
 - .2 During the implementation of the project, act on PWGSC's behalf to the extent provided in this document,
 - .3 Offer timely technical advice on all disputes and claims between PWGSC and the CM.
- .2 For Cost Advisory Services:
 - .1 Provide cost advice during construction,
 - .2 Obtain detailed cost breakdown from the CM contractor and provide cost reports with updates at the end of each month
 - .3 Evaluate costs of change orders; claims, work completed and cash flow.
- .3 For Schedule Advisory Services:

- .1 Review contractor's monthly schedule report; report findings and recommendations to the PWGSC for further discussion with the CM Contractor.
- .2 Update the Master Schedule, based on CM Contractor's submissions and on-site performance
- .4 For Changes to the work:
 - .1 Advise the Project Authority of all potential changes to scope for the duration of the implementation
 - .2 Prepare and justify CCN's and COs, to be issued by the Project Authority or CM.
- .5 For Construction & contract administration the Consultant will:
 - .1 Attend regular construction meetings
 - .2 Provide monthly work progress reports and project cost reports,
 - .3 Provide additional drawings to clarify, interpret or supplement Construction Documents
 - .4 Act as interpreter of the requirements of the Contract Documents,
 - .5 Prepare and issue a communications protocol and a shop drawing review protocol in consultation with the Project Authority
 - .1 Review the CM Contractor's submittals, shop drawings, etc.
 - .6 Provide two (2) copies of reviewed shop drawings
 - .7 Review and comment on Contractor's Progress Claims,
 - .1 Determine the amounts owing to the CM Contractor based on work progress, and certify payments to the CM Contractor
 - .8 Monitor performance of the CM and Sub-contractors with respect to construction safety, labour laws and bylaws,
 - .9 Follow-up on the status of the building permit application
 - .10 Authorize special tests, inspections and minor works that do not impact project cost and schedule
- .6 The Consultant will conduct site visits to:
 - .1 Review work at regular intervals appropriate to determine conformity with the contract documents and keep Project Authority informed of work progress,
 - .2 Keep the Project Authority informed of the progress and quality of the work, report any defects or deficiencies and recommend the rejection of unsatisfactory work,
 - .3 Provide written reports from site visits,
 - .4 Furnish supplemental site instructions to the CM Contractor with reasonable promptness or in accordance with a schedule for such instructions agreed to by PWGSC and the

3.8 COMMISSIONING

- .1 When requested by the Project Authority, commissioning may be performed by an independent commissioning firm or expert independent of the design team
 - .1 To assist in implementing the commissioning program, the Consultant will appoint a commissioning coordinator with proven expertise in implementing commissioning programs who will co-ordinate and provide direction for all commissioning.
- .2 Commissioning applies to all disciplines.
- .3 The Consultant will provide fully integrated and comprehensive commissioning for the project.

- .4 The project will be accepted and the Certificate of Substantial Completion will be issued only after:
 - .1 Successful completion of integrated systems tests, life safety support systems tests and after meeting all requirements of the authority having jurisdiction
 - .2 All test certificates; commissioning reports and commissioning documentation have been approved by the Project Authority
- .5 Commissioning deliverables at various project phases are:
 - .1 Design intent including design criteria
 - .2 O&M report including budget
 - .3 Commissioning plan
 - .4 Commissioning specifications
 - .5 Performance verification for components, sub-systems, systems and integrated systems
 - .6 Commissioning schedule
 - .7 As-built plans and specs
 - .8 Spare parts & inventory list and
 - .9 Final evaluation report and commissioning documentation

3.9 PROJECT CLOSEOUT

Before handing over the project to PWGSC, the Consultant will:

- .1 Provide Certificate of Substantial Completion,
- .2 Prepare record drawings and specifications based on Contractor's as-builts;
 - .1 Indicate any changes or material / equipment substitutions on Record Documents,
 - .2 Revise documentation to reflect all changes, revisions and adjustments after completion of commissioning
- .3 Provide Final Warranty Review report,
- .4 Participate in warranty inspections with Project Authority and Contractor
 - .1 Provide warranty deficiency list
- .5 Monitor and certify rectification of deficiencies before expiry of warranties
- .6 Submit project archives to Project Authority
- .7 Participate in Lessons Learned workshops
- .8 Prepare and submit a final debriefing report to the Project Authority
- .9 Prepare and submit an integrated Commissioning, Operation and Evaluation Report to the Project Authority
- .10 Provide Post-Construction Evaluation report.
- .11 Prepare and submit Final Certificate of Completion, Post-occupancy inspection report and final records Project Plan.

3.10 FULL-TIME ON-SITE SUPERVISION AND CONTRACT ADMINISTRATION

3.10.1 Intent

The Consultant may be required to provide full-time on-site supervision and contract administration on behalf of the Project Authority. The full detailed scope of the contract administration services for each project will be outlined in the Terms of Reference that supports the Task Authorization for the respective project.

3.10.2 General

- .1 The Consultant or the Consultant's on-site representative will inspect and monitor all aspects of the work during the construction and liaise with the Project Authority. This may be on a part-time or full-time basis depending on the project and as determined by the Project Authority.
- .2 The Consultant will provide, on a part-time basis, Sub-Consultants or Specialty Consultants required to perform specialized on-site inspections.
- .3 The Consultant will provide Site Supervision and Construction Contract Administration Services for certain projects, as outlined below but not limited to:
 - .1 Monitor the progress of Contractors' work, compliance with all drawings and specifications, time schedules, quality standards and progress reports.
 - .2 Convey instructions regarding the required standards of workmanship to the Contractor.
 - .3 Although informal discussions with sub-trade Superintendents are usually permissible, but only with the agreement of the Contractor, the Consultant will not deal directly with foreman or tradesmen, or interfere with the progress of the work.
 - .4 Communicate formally with the Contractor via memorandum form only. When this form is issued, the Consultant will immediately file copies with the Project authority.
 - .5 Accompany the Project Authority on inspections and record comments or instructions of the Project Authority.
 - .6 Provide inspection for all aspects of the project, maintaining records of all work.
 - .7 Attend meetings as required by the Project Authority.
 - .8 Review reports on Health and Safety strategies for stage of work.
 - .9 Review and process shop drawings.
 - .10 Provide detailed drawings, clarification instruction, Contemplated Change Notices, Task Authorizations and Change Orders as required.
 - .11 Review testing methods, data of inspection/testing agencies.
 - .12 Report on Contractors maintaining specified quality and schedules, ensuring that Contractors are monitoring delivery of critical materials and equipment.
 - .13 Consider and evaluate any suggestions or modifications to the documents advanced by the Contractor and immediately report these to the Project Authority with comments.
 - .14 Ensure that the Project Authority is notified promptly when key pieces and / or components of materials and equipment are delivered, so that these parties can arrange for the appropriate personnel to have an opportunity to inspect same prior to installation.
 - .15 Review and make recommendations on progress claims.
 - .16 Verify quantities of materials received and record work progress through photographs.
 - .17 Issue interim and final deficiency reports.
 - .18 Finalize project documentation and accounts.
 - .19 Assist (if required) in release of holdback upon satisfactory completion.
 - .20 Follow-up on any problems identified by the Project Authority arising during the warranty period.
 - .21 Prepare and submit as-built drawings and specifications.
 - .22 Other reporting as per regulatory agencies.
- .4 The Sub-Consultants or Specialty Consultants may be required to perform specialized on-site Inspections as outlined below, but not limited to:
 - .1 Environmental Inspection including, but not limited to, supervision of soil excavation activities, collection of samples, inspections, reporting of results, confirmation of compliance to all permits and assistance to the Consultant.
 - .2 Geotechnical inspections including, but not limited to, various testing of materials to meet the specifications, compaction testing, supervision of material placements, confirmation of compliance to all permits and assistance to the Consultant.

- .3 Other technical inspections based on the nature of the project including, but not limited to, mine waste chemistry, mine water treatment, confirmation of compliance to all permits/licenses and assistance to the Consultant.

3.10.3 Site Safety

- .1 All projects that are occupied by federal employees are subject to the Canada Occupational Safety and Health Act and Regulations as administered by Health and Welfare Canada.
- .2 In case of emergencies, the Consultant is empowered to stop the work, or give orders to protect the safety of the workers or property and contact the Project Authority immediately for further instruction.
- .3 The Consultant will adhere to the Mine Manager's Site Specific Health and Safety Plan.

3.10.4 Records

- .1 The Consultant, when on site, will keep a daily log recording of but not limited to:
 - .1 Weather conditions, particularly unusual weather relative to construction activities in progress.
 - .2 Major material and equipment deliveries.
 - .3 Daily activities and major work done.
 - .4 Health and Safety meetings.
 - .5 Start, stop or completion of activities.
 - .6 Presence of inspection and testing firms, tests taken and results.
 - .7 Unusual site conditions experienced.
 - .8 Significant developments, remarks.
 - .9 Special visitors on-site.
 - .10 Authorities given Contractor to undertake certain or hazardous works.
 - .11 Environmental incidents.
 - .12 Reports.
 - .13 Stop work requests by the Project Authority.
- .2 The log is the personal property of the Consultant. Copies of the logbook, certified as copies, are to be provided to the Project Authority at the end of the project.
- .3 The Consultant will prepare weekly reports of but not limited to:
 - .1 Progress relative to schedule.
 - .2 Major activities commencing or completed during the week; main activities now in progress.
 - .3 Major deliveries of materials and / or equipment.
 - .4 Difficulties which may cause delays in completion.
 - .5 Materials and labour needed immediately.
 - .6 Cost estimates of work completed and materials delivered.
 - .7 Outstanding information or action required by the Project Authority.
 - .8 Work force, including the number of Aboriginal/Inuit working on site.
 - .9 Remarks.
 - .10 Accidents on-site.
 - .11 Life safety or building hazards caused by the work, the Contractor or his/her agents.

3.10.5 Contractor's Project Schedule

- .1 The Consultant will:
 - .1 Obtain a Project Schedule from the Contractor as soon as possible after Contract award and ensure proper distribution.
 - .2 Review and advise to ensure that the schedule has detailed components of the work shown separately.
 - .3 Use the schedule as the basis for evaluating the progress of the work, once the Project Authority has accepted the Contractor's Project schedule.
 - .4 Record all discrepancies and agreed remedial measures.
 - .5 Keep accurate records of causes of delays.
 - .6 Make every effort to assist the Contractor to avoid delays.
 - .7 Only the Project Authority may authorize any request for Time Extensions. Authorization will be issued in writing.

3.10.6 Budget/Cash Flow

- .1 Once the Project Authority has accepted the Contractor's cost breakdown, the Consultant will:
 - .1 Monitor budget/cash flow requirements as required on a project by project basis.
 - .2 Review value of progress of work against the approved cost breakdown. When each trade is regularly reviewed against the Project Schedule and the cost breakdown, it quickly becomes apparent whether the Contractor is on budget and is generating the appropriate cash flow for the work.
 - .3 Record all discrepancies and agreed remedial measures.

3.10.7 Shop Drawings

- .1 The Consultant will review, discuss, record problems and identify agreed remedial action. Monitor and record the progress of shop drawing review. Record parties designated for action and follow up.
- .2 On completion of project, the Consultant will forward three copies of reviewed shop drawings to the Project Authority. The Consultant will ensure that shop drawings include the project number and are recorded in sequence.
- .3 The Consultant will verify the number of copies of shop drawings required. Consider additional copies for Client's and the Authorities Having Jurisdiction office.
- .4 Shop drawings will be stamped: "Checked and Certified Correct for Construction" by the Contractor and stamped: "reviewed" before returning to the Contractor.

3.10.8 Site Instructions

- .1 The Consultant will provide clarifications on Plans and Specifications or site conditions, as required in order that project not be delayed.
- .2 The Consultant will record Contractor's acknowledgement of receipt of all site instructions, ensure and record that required action does not have an impact on cost or schedule.
- .3 The Consultant will provide the Project Authority information with any additional detail drawings as and when required to properly clarify or interpret the Contract Documents, in a timely manner.

3.10.9 Work Measurement

- .1 If work is based on unit prices, The Consultant will measure and record the quantities for verification of monthly progress claims and the Final Certificate of Measurement.
- .2 When Contemplated Change Notice, Change Orders or Task Authorization are to be issued based on Unit Prices, the Consultant will keep accurate account of the work and record dimensions and quantities.

3.10.10 Continuous Site Supervision and Inspections

- .1 The Consultant will provide daily inspections as follows but not limited to:
 - .1 Assess quality of work and identify, in writing to the Project Authority, all defects and deficiencies observed at time of such inspections.
 - .2 Inspect materials and prefabricated assemblies and components at their source or assembly plant, as necessary for the progress of the project.
 - .3 Any directions, clarifications or deficiency lists will be issued in writing to the Project authority, with a copy to the Contractor.
 - .4 Keep the Project Authority informed of the progress and quality of the work and report any defects or deficiencies in the work observed during the course of the site reviews.
 - .5 Make on-site observations and spot checks of the work to determine whether the work, materials and equipment conform with the Contract Documents and supplementary documentation.
 - .6 Advise the Contractor of any deficiencies or unapproved deviations via memorandum and report immediately to the Project Authority any of these on which the Contractor is/are tardy or refuses to correct.
 - .7 Report if materials and equipment are being incorporated into the project prior to approval of relative shop drawings or samples.
 - .8 Assist in the preparation of all deficiency, interim, preliminary, and final reports in collaboration with the Project Authority.
 - .9 Be responsible for the measurement of all work to be done on a unit-cost basis.
 - .10 Be responsible for the measurement of percentage completion of lump sum item.

3.10.11 Specialized Inspection and Testing

- .1 Prior to Tender, the Consultant will provide the Project Authority with a recommended list of tests to be undertaken, including on site and factory testing, and ensure that all testing is detailed. Include items in specifications as necessary.
- .2 When the Contract is awarded, the Consultant will assist the Project Manager in briefing the testing firm on required services, distribution of reports, communication lines, etc.
- .3 The Consultant will review all test reports and take necessary action with Contractor when work fails to comply with Contract requirements. The Project Authority will be immediately notified when tests fail to meet project requirements and when corrective work will affect the schedule.
- .4 The Consultant will assist the Project Authority in evaluating testing firm's invoices for services performed.
- .5 The Consultant will:
 - .1 Ensure that the tests and inspections required by the Contract Documents are conducted, and should observe these tests and report the results in the daily log.
 - .2 Provide non-resident inspection services by qualified personnel to ensure compliance with Contract Documents. These personnel will be fully knowledgeable with technical and administrative requirements of project. Establish a written understanding with Contractors as to what stages or aspect of the work are to be inspected prior to being covered up.

- .3 Will notify the Project Authority if the test results do not meet the specified requirements, or if the Contractor does/do not have tests undertaken as required.

3.10.12 Task Authorizations and Change Orders

- .1 The Consultant does not have authority to change the work or the price of the Construction Contracts that they are providing consulting services on. Only the Project Authority can issue a Task Authorizations or Change Order.
- .2 Change Orders will cover all changes, including those not affecting the cost of the project, such as schedule, substitutions, etc.
- .3 Task Authorization will cover all additional work as identified in the contract documents as Potential Additional Work and in the Basis of Payment Form.
- .4 The Consultant will prepare Contemplated Change Notices (CCN), quotations, reviews to support issuance of Change Orders (CO) and Task Authorization (TA) by the Project Authority. This includes monitoring and recording the progress of CCN, CO and TA. Where work will proceed pending issue of a Change Order or Task Authorization, the Consultant will record time and materials expended.
- .5 Changes that affect cost or design or otherwise alter the terms of the Contract will be accepted by the Project Authority and approved by the Contract Officer. Upon approval from the Project Authority, quotations will be obtained from the Contractor in detail. Prices are then reviewed and recommendations forwarded to the Project Authority.
- .6 The Project Authority will issue the CCN, CO and TA to the Contractor, with a copy to the Consultant.
- .7 The practice of "trade offs" is not allowed.

3.10.13 Contractor's Progress Payments

- .1 Each month, the Contractor submits a progress claim for work and materials as required in the Contract. The claims are made by completing the following forms where applicable:
 - .1 Request for Payment.
 - .2 Cost Breakdown for Unit and/or combined Price Contract or Cost Breakdown for Fixed Price Contract.
- .3 Statutory Declaration: Progress Claim.
- .2 The Consultant will determine the amounts owing to the Contractor based on the progress of the work and certify payments to the Contractor.
- .3 The Consultant will review and sign designated forms and promptly forward claims to the Department for processing. Obtain the following information from Contractor and submit with each progress claim:
 - .1 Updated schedule of the progress of work.
 - .2 Photographs of the progress of the work.

3.10.14 Payment for Materials on Site

- .1 The Contractor may claim for payment of material on site, but not yet incorporated in work.

- .2 Material will be stored in a secure place designated by the Project Authority.
- .3 A detailed list, checked and verified by the Consultant, of materials with supplier's invoice showing price of each item will accompany each claim.
- .4 Items will be listed separately on the Detail Sheet showing the breakdown list and total.

3.10.15 Interim Inspection

- .1 The Consultant will verify that all items are correctly stated and ensure that completed documents and any supporting documents are given to the Project Authority for processing.
- .2 Payment requires completion and signing, by the parties concerned, of the following documents:
 - .1 Certificate of Substantial Performance,
 - .2 Cost Breakdown for Fixed Price Contract, or Cost Breakdown for Unit or Combined Price Contract,
 - .3 Inspection and Acceptance,
 - .4 Statutory Declaration Certificate of Substantial Performance,
 - .5 Worker's Compensation Board Certificate.

3.10.16 Final Inspection

- .1 The Consultant will inform the Project Authority when satisfied that all work under the Contract has been completed, including all deficiency items listed during the Interim Inspection. The Project Authority and the Client will be in attendance for the final inspection.
- .2 The final payment to Contractor requires completion and signing by the parties concerned, of the following documents:
 - .1 Certificate of Completion.
 - .2 Cost Breakdown for Fixed Price Contract or Cost Breakdown for Unit and/or Combined Price Contract.
 - .3 Inspection and Acceptance.
 - .4 Statutory Declaration Certificate of Completion.
 - .5 Worker's Compensation Clearance Certificate.
 - .6 Trades' Certificates as appropriate.
- .3 The Consultant will verify that all items are correctly stated and ensure that completed documents and any supporting documents are given to the Project Authority for processing.
- .4 There are instances in the past when the Contractor has taken more than a year to complete deficiencies. The Consultant will continue to monitor the situation and communicate with the Contractor to ensure that he/she does not delay deficiency work beyond reasonable time frames.

3.10.17 As-Built and Record Drawings and Specifications

- .1 At the end of the project, the Consultant will obtain as-built marked-up hard copy from the Contractor for areas that show significant deviations from the original Contract drawings, including changes shown on Post-Contract Drawings, changes resulting from Change Orders or from On Site Instructions or Task Authorizations. The Consultant will:
 - .1 Check and verify all as-built records for completeness and accuracy and submit to the Project Authority.
 - .2 Produce Record Drawings by incorporating As-Built information into project drawings.

- .3 Submit Record Drawings and Specifications in number and format required within four (4) weeks of final acceptance.
- .4 Provide a complete set of final shop drawings and list of changes to specifications.

3.10.18 Post Construction

- .1 All work under the Construction Contract carries a standard twelve (12) month warranty commencing on the effective date of the Interim Certificate of Completion.
- .2 The Contractor is responsible for correcting all defects in the work during the warranty period, except for damage caused by misuse, abuse or neglect by others including the building occupants.
- .3 The Project Authority will promptly notify the Consultant in the event that defects or alleged defects appear in the work of the Contractor.
- .4 The Consultant will investigate all defects and alleged defects in the work promptly and issue appropriate instructions to the Contractor until all work is satisfactorily comp