



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Parks Canada Agency – Bid Receiving Unit  
111 Water Street  
Cornwall, ON, K6H 6S3**

**Bid Fax: 1-877-558-2349**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

Proposal to: Parks Canada Agency  
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 or attached hereto, the supplies and services listed herein or on any attached sheets at the price(s) set out therefore.

Proposition à : l'Agence Parcs 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 articles et les services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Parks Canada Agency  
National Contracting Services  
111 Water St.  
Cornwall, ON K6H 6S3

<b>Title-Sujet</b> <b>A&amp;E Consultant Services for Cyprus Lake Recapitalization</b>		<b>Date</b> <b>March 24, 2016</b>
<b>Solicitation No. - No. de l'invitation</b> <b>5P300-15-5853</b>	<b>Client Ref. No. - No. de réf du client.</b> <b>N/A</b>	
<b>GETS Reference No. - No de reference de SEAG</b> <b>5P300-15-5853</b>		
<b>Solicitation Closes</b> <b>L'invitation prend fin –</b>  <b>at – à 02:00 PM</b> <b>on – le 2016-05-09</b>	<b>Time Zone</b> <b>Fuseau horaire -</b>  <b>EASTERN DAYLIGHT TIME (EDT)</b>	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/></b>		
<b>Address Inquiries to: - Adresser toute demande de renseignements à :</b>  <b>Annie Roy (<a href="mailto:annie.roy@pc.gc.ca">annie.roy@pc.gc.ca</a>)</b>		
<b>Telephone No. - No de téléphone</b>  <b>613-938-5752</b>	<b>Fax No. - No de FAX:</b>	
<b>Destination of Goods, Services, and Construction:</b> <b>Destinations des biens, services et construction:</b>  <b>Parks Canada Agency</b> <b>Bruce Peninsula NP</b> <b>Tobermory, On</b>		
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>    <b>No de téléphone - Telephone No. : _____</b> <b>No de télécopieur - Facsimile No. : _____</b> <b>Adresse courriel – Email address : _____</b>		
<b>Name and title of person authorized to sign on behalf of the Vendor/Firm</b> <b>Nom et titre de la personne autorisée a signer au nom du fournisseur/ de l'entrepreneur</b>		

## REQUEST FOR PROPOSAL (RFP)

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**PLEASE NOTE:**

All reference to the Department of Public Works and Government Services Canada should be deleted and replaced with Parks Canada Agency.

**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 Consultant Team, but also the detailed approach to the work, and the pricing and terms offered. A combination of the technical and price of services submissions will constitute the proposal.

**SI2 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 contract.

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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2. The following are the proposal documents:
  - (a) Supplementary Instructions to Proponents (SI);

R1410T (2016-01-28), General Instructions (GI) – Architectural and/or Engineering Services – Request for Proposal;  
Submission Requirements and Evaluation (SRE);

- (b) the general terms, conditions and clauses, as amended, identified in the Agreement clause;
  - (c) Project Brief / Terms of Reference;
  - (d) the document entitled "Doing Business" ;
  - (e) any amendment to the solicitation document issued prior to the date set for receipt of proposals; and
  - (f) 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.

### **SI3 QUESTIONS OR REQUEST FOR CLARIFICATION**

Questions or requests for clarification during the solicitation period must be submitted in writing to the Contracting Authority named on the RFP - Page 1 as early as possible. Enquiries should be received no later than 5 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.

### **SI4 CANADA'S TRADE AGREEMENTS**

This procurement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Agreement on Internal Trade (AIT).

### **SI5 CERTIFICATIONS**

#### **1. Integrity Provisions – Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences, of section 01 of the General Instructions, the Proponent must provide with its bid, a completed Declaration Form, to be given further consideration in the procurement process.

#### **2. Federal Contractors Program for Employment Equity - Proposal Certification**

By submitting a proposal, the Proponent certifies that the Proponent, and any of the Proponent's members if the Proponent is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list

([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a proposal non-responsive if the Proponent, or any member of the Proponent if the Proponent is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

## **SI6 - WEBSITES**

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-lois.justice.gc.ca/eng/acts/E-5.401/index.html>

Federal Contractors Program (FCP)

[http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/index.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/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>

Lobbying Act

<http://laws-lois.justice.gc.ca/eng/acts/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>

## TERMS, CONDITIONS AND CLAUSES

### 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 (2015-07-09), General Condition (GC) 1 - General Provisions – Architectural and/or Engineering Services
    - R1215D (2016-01-28), General Condition (GC) 2 - Administration of the Contract
    - R1220D (2015-02-25), General Condition (GC) 3 - Consultant Services
    - R1225D (2015-04-01), General Condition (GC) 4 - Intellectual Property
    - R1230D (2016-01-28), General Condition (GC) 5 - Terms of Payment
    - R1235D (2011-05-16), General Condition (GC) 6 - Changes
    - R1240D (2011-05-16), General Condition (GC) 7 - Taking the Services Out of the Consultant's Hands, Suspension or Termination
    - R1245D (2016-01-28), General Condition (GC) 8 - Dispute Resolution
    - R1250D (2015-07-03) R1650D (2015-07-03), General Condition (GC) 9 - Indemnification and Insurance
    - Supplementary Conditions
    - Agreement Particulars
  - (c) Project Brief / Terms of Reference;
  - (d) the document entitled "Doing Business";
  - (e) any amendment to the solicitation document incorporated in the Agreement before the date of the Agreement;
  - (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) Project Brief / Terms of Reference;
- (h) the document entitled "Doing Business";
- (i) the proposal.

## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC1 SUPPLEMENTARY CONDITIONS**

There are no supplementary conditions which apply to the Agreement

### **SC2 SECURITY REQUIREMENT**

There is no security requirement applicable to this Agreement.

**APPENDIX A - TEAM IDENTIFICATION FORMAT**

For details on this format, please see SRE in the Request For Proposal.

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 – Civil Engineer):**

Firm or Joint Venture Name: .....  
.....  
.....

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

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

**II. Key Sub Consultants / Specialists if required, please list the discipline:**

Specialty:  
Firm Name: .....  
.....  
.....

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

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



**APPENDIX B - DECLARATION/CERTIFICATIONS FORM**

**Project Title:**

**Name of Proponent:**

**Street Address:**

**Mailing Address:**

**Telephone Number: (    )**

**Fax Number: (    )**

**E-Mail:**

**Procurement Business Number:**

<p><b>Type of Organization:</b></p> <p>_____ Sole Proprietorship</p> <p>_____ Partnership</p> <p>_____ Corporation</p> <p>_____ Joint Venture</p>	<p><b>Size of Organization:</b></p> <p>Number of Employees _____</p> <p>Graduate Architects / Professional Engineers _____</p> <p>Other Professionals _____</p> <p>Technical Support _____</p> <p>Other _____</p>
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## APPENDIX B - DECLARATION/CERTIFICATIONS FORM (CONT'D)

### Former Public Servant (FPS) - Certification

Contracts awarded to 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 awarded to FPS, proponents must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of proposals is completed, Canada will inform the Proponent of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the proposal non-responsive.

### 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.

**APPENDIX B - DECLARATION/CERTIFICATIONS FORM (CONT'D)****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.

**Work Force Adjustment Directive**

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 adjustment program.

For all contracts 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 Applicable Taxes.

**APPENDIX B - DECLARATION/CERTIFICATIONS FORM (CONT'D)**

**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 proposal evaluation period, PWGSC contact will be with the following person:\_\_\_\_\_.

Telephone Number: (    ) \_\_\_\_\_ Fax Number: (    ) \_\_\_\_\_

E-mail: \_\_\_\_\_

This Appendix "B" should be completed and submitted with the proposal, but may be submitted afterwards as follows: if Appendix "B" is not completed and submitted with the proposal, the Contracting Authority will inform the Proponent of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the proposal non-responsive.

### APPENDIX C - PRICE PROPOSAL FORM

As per detailed in the Statement of work, in their proposal, bidders are to provide a cost for each items of the work required. Then, bidders must provide the price of each item in the table below.

The Bidder must submit all inclusive prices, NOT including GST / HST.

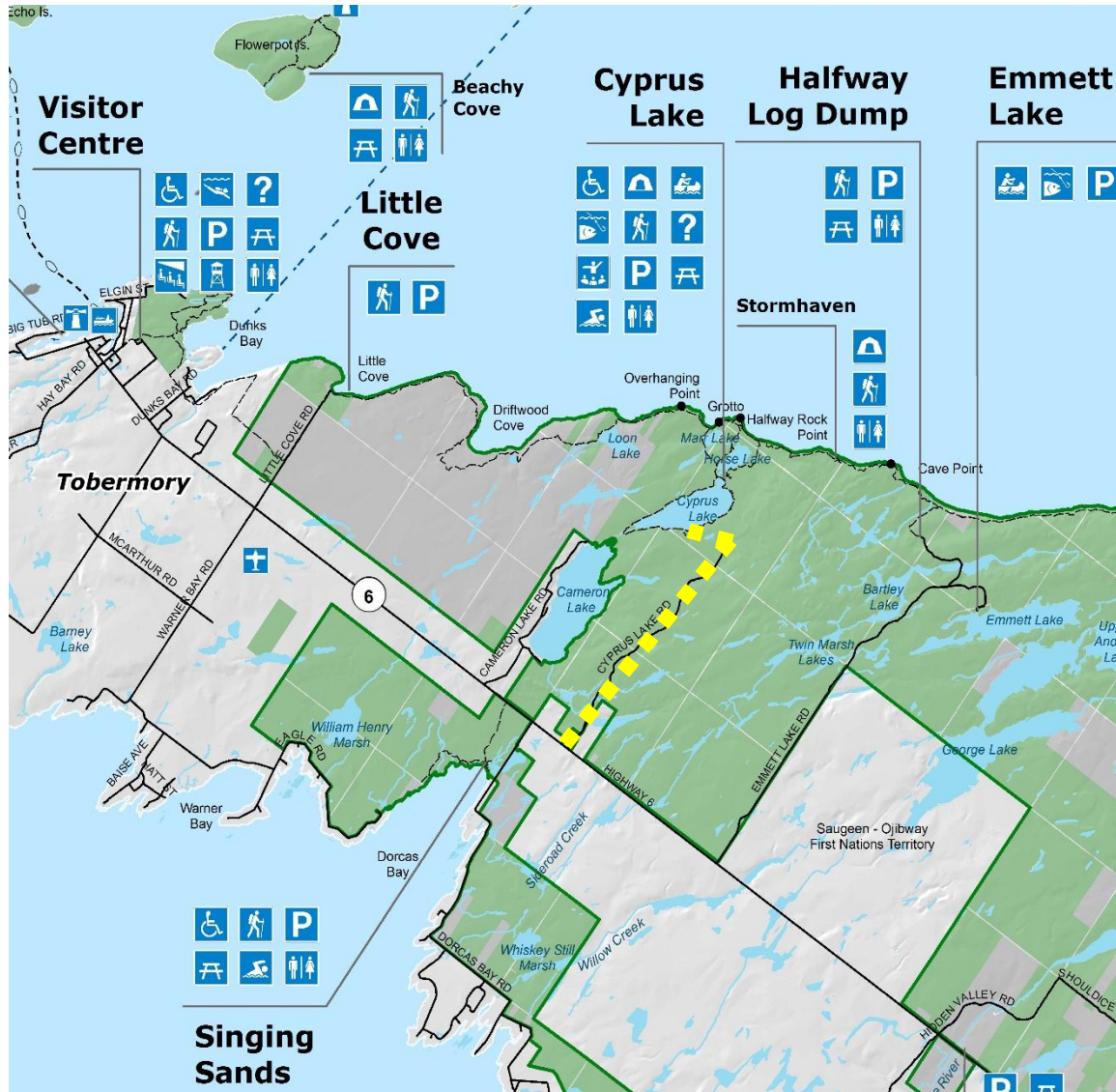
Items	Description	Qty	Unit	Total
1	<b>Engineering Services –</b> As per described in the Statement of Work	1	Lump-sum	\$
2	<b>Tendering Services</b> As per described in the Statement of Work	1	Lump-sum	\$
3	<b>Contract Administration</b> As per described in the Statement of Work	1	Lump-sum	\$
<b><u>Grand total</u> GST/HST excluded</b>				\$

## **APPENDIX D – DOING BUSINESS**

The Procedures and Standards established by PWGSC are attached as a separate PDF document.

Statement of Work & Submission Requirements and Evaluation (SRE)

### Cyprus Lake Road Recapitalization Consultant Services



Date: January 2016  
PCA Project Number: 781.01  
Project Location: Cyprus Lake Road  
469 Cyprus Lake Road

## Tobermory, ON, N0H 2R0

### PARKS CANADA AGENCY MANDATE

On behalf of the people of Canada, we protect and present nationally significant examples of Canada's natural and cultural heritage, and foster public understanding, appreciation and enjoyment in ways that ensure their ecological and commemorative integrity for present and future generations.

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#### Attached References

- FIGURE 1 – Location Plan
- PWGSC – ‘Doing Business’ document



**REQUEST FOR PROPOSAL  
STATEMENT OF WORK**

**PROJECT TITLE:** Cyprus Lake Road Recapitalization – Phase 2

**PROJECT NUMBER:** FII Project #781.01

**PROJECT LOCATION:** Cyprus Lake Road

**Tobermory ON, N0H 2R0**

**DEFINITIONS OF PROJECT PARTIES:**

**Project Manager:** Refers to The Parks Canada (PCA) Project Manager or their representative. The Project Manager acts as the owner's representative, project lead and ultimate authority over all works and parties on the project. The Project Manager shall act as the main contact for the Consultant and prime technical authority assuming control over the project design. The Consultant is required to provide technical recommendations and report to the Project Manager based on field observations and technical expertise to aid in decisions related to the Contract and design. For simplicity, the PCA Project Manager will be referred to as the **Departmental Representative**.

**Contractor:** Refers to the 'Construction Contractor' carrying out the work. The Contractor's execution of work will be supervised by the Consultant to ensure conformance of work with design drawings, conservation principles are being adhered and to ensure the Contractor is implementing their proposed health and safety measures to protect workers, site, staff and public. The Contractor will assume sole responsibility for Health and Safety on the job site; however, hazardous occurrences prevention remains a primary interest of Parks Canada and PCA will oversee that the Contractor is following applicable regulations and running a safe job site.

**Consultant:** Refers to the proponent of this contract. The Consultant is responsible for carrying out the work as described in the Statement of Work and as described in this document.

**BACKGROUND:**Historical

Cyprus Lake Road has been in service since the late 1960's when it was built to serve as the primary access route for the Cyprus Lake Provincial Park. Over time, and since the introduction of Parks Canada in 1987, the area accessed by Cyprus Lake Road (including a campground and access to the "Grotto") has become one of the highest visited sites within the Parks Canada system in Eastern Canada. As trends in visitation increase, this access point to Bruce Peninsula National Park requires a renewal to meet visitor demand and improve safety. In order to do so, we are looking for a consultant to assist with this process. Cyprus Lake Road is approximately 5.5 km between Highway No. 6, and Cyprus Lake, with approx. 5.3 km to be upgraded as per this project.

Current Conditions

The current roadway (tar and chip) is in a moderate condition with many sections in a state of disrepair. The function of the roadway is adequate, but has little to no shouldering, short sightlines and services a mix of vehicles and some bicycles.

Project Implementation

The Implementation of this project will be delivered in several stages and will be in coordination with the Parks Canada Contracts Department for posting on "Buy & Sell", the Government of Canada's electronic tender posting site.

Stage 1: The provision of Tender Ready drawings and specifications

Stage 2: Project posting, Tendering and Award (Parks Canada/PWGSC)

Stage 3: Contract Administration and Close Out

**OBJECTIVE:**

To hire a licensed engineering consulting firm with an experienced and qualified team of professionals to provide Tender Ready documents for the solicitation of bids on the Government Electronic Tendering Service (BuyandSell.gc.ca). The firm will carry out Tendering requirements, Contract Administration and Site Supervision during the Construction Phase. Note: Consulting firm will be responsible for providing stamped engineered drawings as part of the Tender Ready package.

**PROJECT SCOPE OF WORK:****1 Engineering Services**

The consultant will provide a **Lump Sum Cost** to complete the following – **Tender Ready Documents**

- A tender ready package that can be sent for posting on BUY & SELL including all designs, drawings and required documents. Reviewed and approved by the Parks Canada Departmental Representatives.
- All required survey work. Note that the 5.3 km section of roadway relevant to this contract has not been surveyed (topo) and will be provided by the consultant. Survey work will be completed in a manner sufficient to allow for proper design including any rock outcrops, safety hazards, culverts or environmental concerns including wetlands. Survey data to be completed in topographical format, to UTM coordinates, and processed data to be provided in appropriate format to Parks Canada to be included in GIS database.
- Provide personal consultation and design expertise to make Parks Canada provided design concept functional.
- Drawings to be supplied and review with Parks Canada Departmental Representatives at 65%, 95%, and Final (tender) drawings will be stamped by a Professional Engineer. Comments should be expected at each submission.
- Consultant will allow for four (4) meetings with Parks Canada Departmental Representatives (initial, 65%, 95%, Final) and is to include all costs and disbursements associated with these site visits.
- A quality cost estimate complete with breakdown at each review phase and upon Tender Document Completion (3 total). Tender will be lump sum, but estimate to be sufficient to reference contractors provided schedule of values for monthly payment.
- A blank, lump sum and unit price, tender sheet for bidders provided in Microsoft Excel (see previous).
- All required specifications and associated documents including Environmental Precautions in coordination with Parks Canada.
- The consultant will provide estimated scheduling for work.
- The consultant will provide digital (AutoCAD) and hard copies of all drawings and documents including any survey work required in Parks Canada operational platforms (word, excel, .dwg, NMS edit+, and .pdf).
- All documents are to be produced in accordance with PWGSC document, "Doing Business", latest edition.
- All work is to be completed in metric.
- All drawings to be completed using provided CAD title block.

**Design Considerations**

Design Considerations shall be discussed in person with the Departmental Representative at initial meeting and all key design items and changes shall be documented.

- Clearing and grubbing to be extended to 1.8m from existing edge of asphalt including all existing stumps and boulders (removed from site)
- Existing top course (tar & chip) to be removed, resurface using recommended asphalt mix and depth (two lifts plus tack coat, mix to be determined)
- Maintain and reuse existing roadbed where reasonable
- Provide a small shoulder (0.6m) and provide a consistent and safe side slope to existing ground
- Provide traffic calming measures specific locations or as applicable
- Provide short (say 75m) paved shoulders at approx. 1 km intervals to act as bicycle passing areas. Design to dictate size and frequency
- Replace and resize, as necessary, culverts

- Replace and add signage including pavement markings as necessary (centreline to be added)
- Design to account for installation of two (2) eco passage structures. Structures and installation guidelines to be provided by Departmental Representative.
- Grade of existing roadway to be reviewed to establish locations where raising the roadbed may be required.
- Rock outcrops and wetlands to be given special consideration with specifications and plans as required to ensure vehicular and environmental cautions and mitigations.
- All turning radii to accommodate oversized vehicles (RV's, truck and camper)
- Placement of permanent benchmarks
- Complete and adhere to Public and Worker Safety Plan
- Roadway to remain open to staff and visitors via flagging and a traffic control plan (provided by contractor for consultant and Departmental Representative approval)
- Parks Canada Environmental Impact Assessment to be integral part of design (to be provided)
- PWGSC document Doing Business (attached)

The renewed roadway must :

- Provide safe access for visitors by provide a safer roadway for vehicles by implementing shoulders, appropriate sloping, and clearly delineated right of way.
- Ensure the environmental integrity of lands surrounding the project are protected.
- Include measures to slow traffic to the design speed based upon the roadway geometry and specific site conditions as the site dictates.
- Maintain the wilderness roadway feel of the existing roadway and attempt to incorporate existing natural feature where it is safe to do so.

**RESOURCES:**

- Site plan showing limits of contract.
- Scheduled site visit with Departmental Representative (Parks Canada Project Manager) and Parks Canada Environmental Assessment Specialist.
- Aerial mapping available to Departmental Representative
- Environmental Assessment will be conducted by Parks Canada and will be provided to Consultant for reference and as an attachment to contract documents.

**PROJECT SCOPE OF WORK:**

**2.0) Tendering Services**

The consultant will provide a **Lump Sum Cost** to complete the following – Tendering Services

The Departmental Representative shall be responsible for the production of the required number of copies of the tender documents, and for such other documents as are necessary for tender call purposes. Bidders will be expected to tender documents as required from digital copies provided on the Buy and Sell website.

The Proponent (consultant) shall, on request, and within a timely manner:

- (a) provide the Departmental Representative with information required for interpretation and clarification of the construction documents
- (b) assist in the evaluation and approval of equivalent alternative materials, methods and systems;
- (c) assist with the preparation of addenda;
- (d) attend job or site showings as required (1)

(e) revise tender documents in the event omissions are uncovered and provide updated construction documents and/or amendments sufficient for the fair tender of the project

## 2. Bid Evaluation and Construction Contract Award

The Departmental Representative shall be responsible for assembling and issuing tender documents and arranging for the receipt of tenders and awarding of the Construction Contract in coordination with PWGSC and the Parks Canada Contracting team.

The Proponent shall, on request:

- (a) review and evaluate the bids received for the construction of the Project, and advise on their relative merits;
- (b) provide information to support price negotiations.

## PROJECT SCOPE OF WORK:

### 3.0) Contract Administration

The consultant will provide a **Lump Sum Cost** to complete the following – **Contract Administration**

#### Considerations

Considerations for contract administration as follows:

#### Construction Schedule

- Review for conformity with the Project Manager.
- Document any damages incurred by the site as a result of work operations. Advise the Contractor and notify Departmental Representative immediately.
- The Departmental Representative shall evaluate all requests from the Contractor for time extensions, and shall issue directions to the Contractor and the Consultant.

#### Site Visits

- The Consultant shall make visits to the site to monitor progress of work and determine whether the work is in conformity with the construction documents.
- The Consultant will be required to visit site at key project stages and milestones as discussed prior to construction with Departmental Representative.
- Consultant to include estimated amount of effort including all disbursements in costing for contract administration.

#### Field Inspection and Testing

The Consultant shall:

- Request the Contractor take remedial action when observed material or construction fails to comply with the requirements of the Construction Contract, and advise the Departmental Representative accordingly.

- Confirm any product and performance testing specified in the Construction documents is being undertaken by the Contractor. Request copies of all test reports and submit to Departmental Representative.
- Notify the Departmental Representative of any on-site issues and based on the nature and complexity of the issue produce sketches, photographs, mark-ups of drawings, so as to effectively communicate the issue. Make recommendations on how to proceed. Issue directions provided by Departmental Representative to Contractor on actions to take.

### **Shop Drawings and Product Data Review**

The Consultant shall:

- Review construction documents and compile a list of all submittal requirements.
- Request all shop drawings (if required) and product data sheets are submitted by Contractor at applicable times as specified in Construction specifications.
- Forward copies of all submittals including shop drawings, product data sheets and any proposed product or material substitutions submitted by the Contractor to the Departmental Representative via e-mail as they are submitted.
- Review in a timely manner the shop drawings and product data sheets provided by the Contractor to determine conformity with the general concept and intent of the construction documents and indicate to the Contractor such conformance with the general concept or lack thereof.
- Notify the Departmental Representative of any issues perceived with constructing the work and recommend changes. Issue any changes or directions given by Departmental Representative to Contractor.

### **Clarification and Interpretation**

- The Consultant shall provide clarification and interpretation of the construction documents in written or graphic form, to the Contractor for the proper execution and progress of the construction as and when necessary.
- The Consultant shall notify the Departmental Representative of any issues perceived with constructing the work.
- The Departmental Representative shall be involved with any changes to construction documents including drawings, specifications and scope of work.
- The Consultant shall review any changes to construction documents or directions issued to the Contractor by the Departmental Representative, confirm the Contractor comprehends the changes or directions issued, and supervise the associated work to ensure proper execution and progress.

### **Progress Meetings**

The Consultant shall:

- Advise the Contractor to hold and attend construction meetings **only as required**. Departmental Representative to be present and a clear agenda to be set with minutes taken and distributed within two days of meeting.

### Site Health and Safety Review

The Consultant shall:

- Participate in the review of the Contractor's proposed site specific health and safety plan submitted prior to commencement of work.
- Monitor construction activities to ensure conformance with the Contractor's safety plan, contract specifications and occupational health and safety regulations and requirements. Latest revisions of provincial standards such as Ontario Occupational Health and Safety Act (OHSA) and federal standards such as Canada Labour Code (CLC Part II), Canadian Standards Authority (CSA), and National Building Code (NBC) shall be abided by during construction. Refer to construction specifications for further details on health and safety requirements applicable to the Contractor.
- Advise the Contractor of any observed unsafe work practices. Notify the Departmental Representative. The Consultant **or** Departmental Representative will have the authority to **stop work** should he/she deem that the Contractor's health and safety plan is not being followed or unsafe work practices are observed.
- Do not allow Contractor to resume work when stop work orders are given until such time unsafe work practices have been corrected and the Departmental Representative has given the approval to re-commence work.

### Reporting

- Progress Reporting to Parks Canada - Record and report to the Project Manager on the progress, non-conformities and deficiencies observed during each site visit on a schedule to be determined.
- Progress Reporting to Contractor - Provide the Contractor with written progress reports and lists of deficiencies observed (as observed).
- Determine and issue direction on actions to be taken by Contractor to rectify deficiencies where items are not in compliance with Contract Documents.
- Issue directions given by Departmental Representative on actions to be taken by Contractor to rectify deficiencies where changes to the Construction Documents are made.

### Recommendations

- Advise and provide recommendations to the Departmental Representative during the course of work as issues arise.

**Contractor's Progress Claims**

The Consultant shall:

- Request from the Contractor a cost breakdown of the Construction Contract Award Price in detail appropriate to the size and complexity of the Project, or as may otherwise be specified in the Construction Contract, and submit the cost breakdown to the Departmental Representative prior to the Contractor's first progress claim (schedule of values).
- Examine progress claims in a timely manner and, if acceptable, certify the progress claims for work completed and materials delivered pursuant to the Construction Contract, and submit them to the Departmental Representative recommending for approval and processing.
- Measure and record the quantities of labour, materials and equipment involved for the purpose of certifying progress claims (required only for partial completion claims).

**Contemplated Change Notice (CCN) and Change Order (CO) Process**

- A Contemplated Change Notice (CCN) will be prepared and issued to the Departmental Representative and to the Contractor to solicit quotations for all changes to the contract scope of work.
- The Consultant shall notify the Departmental Representative when a CCN may be required based on site observations or communications with Contractor and provide recommendations as to the validity and necessity of such claims.
- The Consultant shall assist in the preparation of CCNs upon request by providing background information based on field observations and inspection along with supporting photographs and field measurements to support the Departmental Representative in designing solutions and determining the appropriate course of action to address changes to the work.
- The Consultant shall review CCNs prepared with the Project Manager prior to issuing to the Contractor and confirm measurements and details in the field advising on any discrepancies or constructability issues and providing technical recommendations or advice upon request and as required.
- A Departmental Change Order (CO) will be prepared and issued by the Departmental Representative to the Contractor once costs for changes to the work have been approved. The Consultant shall assist in the review and negotiation of Contractor quotations upon request.

**Construction Contract Disputes**

- Upon request, the Consultant shall assist in the Contract Dispute Resolution process with the Contractor in a supporting role providing input and advice to the Departmental Representative based on field observations and knowledge of events that may have transpired on site.
- The Consultant may be asked to comment and confirm or dismiss any claims for delays made by the Contractor based on their monitoring of work progress. All delays must be tracked and reported to the Project Manager as they occur.



## **Post Construction Services**

### **Final Inspection, Certification and Commissioning**

The Consultant shall:

- Review the construction with the Departmental Representative and the Contractor at interim and final completion, and record all unacceptable and incomplete work detected.
- Request from the Contractor, review for completeness and adequacy and provide the Departmental Representative with all operation and maintenance manuals and any other documents or items to be provided by the Contractor, in accordance with the Construction Contract.
- Review Interim and Final Certificates of Completion prepared for completeness and accuracy with site conditions. Sign certificates as the Departmental Representative technical representative confirming work is complete and in conformance with construction documents.
- Act as a liaison between the Departmental Representative and the Contractor, certify site clean-up is satisfactory. Site is to be restored to “existing or better conditions” at completion of work and the Contractor is to make good on all damages incurred by site as a result of work operations. Notify Departmental Representative when site is satisfactorily clean and all damages have been adequately repaired.

### **Certificate of Substantial Performance**

The Proponent shall:

- (a) review the construction with the Departmental Representative and the Contractor, and record all unacceptable and incomplete work detected;
- (b) request from the Contractor, review for completeness and adequacy and provide the Departmental Representative with, all operation and maintenance manuals and any other documents or items to be provided by the Contractor, in accordance with the Construction Contract;
- (c) prepare and submit to the Departmental Representative for approval and processing, and as a basis for payment to the Contractor, a Certificate of Substantial Performance as required by the Construction Contract, together with supporting documents properly signed and certified.

### **As-built and Record Drawings**

The Proponent shall, before issuance of the Certificate of Completion:

- (a) prepare and provide the Departmental Representative with a complete set of record drawings (in coordination with the contractor) of the type and number as specified
- (b) verify that record drawings are suitable for archiving, incorporating all recorded changes to the original working drawings based on as-built prints, drawings and other information provided by the Contractor, together with change orders and site instructions;
- (c) verify that record drawings are labeled “Record”, dated and signed by the Proponent, and provide also a marked-up copy of the specifications recording changes related thereto.

### **Certificate of Completion of the Project**

The Proponent shall:

- (a) advise the Departmental Representative when the construction has been completed in general conformity with the Construction Contract;

(b) make a final review of the construction with the Departmental Representative and the Contractor and, if satisfactory, recommend the to the Departmental Representative to issue a Certificate of Completion as required by the Construction Contract, together with supporting documents properly signed and certified, including manufacturers' and suppliers' warranties.

#### **Post-Construction Warranty Review**

The Proponent shall:

- (a) review if requested, during the Contractor's warranty period, any defects reported by the Departmental Representative;
- (b) 30 days prior to the expiry of any warranty period, visit the site, and record any defects observed or reported;
- (c) at the end of any warranty period, carry out a final review of the Project and report to the Departmental Representative the status of defects. If the Departmental Representative accepts the rectification of the defects, a notice of "Final Warranty Inspection" shall be issued to the Contractor.

#### **Commissioning**

The proponent shall provide the commissioning services to verify that the department's functional requirements have been correctly interpreted and implemented.

#### **Closure Report**

The Consultant shall submit the closure report comprising of a brief overview of the project including any documents and pictures not previously submitted, and an overview of problems/solutions encountered during construction.

**SUBMITTALS (Phase 1,2 & 3)****Construction Documents** (incl. drawings, specifications and cost estimate, etc.)

No. of copies:

Document Stage	hard copies	Electronic files
65% complete	2	1 .pdf (drawings to be printable to scale)
95% complete	2	1 .pdf (drawings to be printable to scale)
100% complete	2	1 .pdf, word, excel, AutoCad as applicable
Record Drawing	2	1 .pdf, word, excel, AutoCad as applicable

**PROPOSED SCHEDULING*****Phase 1-Design***

Submission of Consultant Proposal	May 9, 2016
Review and award of Consultant Contract Award	May 11, 2016
Review of Design Concept, complete survey and background work (docs as req'd)	TBD, 2016
Review of Construction Documents (65%)	June 13, 2016
Final Review of Construction Documents (95%)	July 11, 2016
Submission of Tender Documents (100%)	July 21, 2016

***Phase 2-Tender***

PCA Post on Buy & Sell (PCA)	July 28, 2016 to Aug 17, 2016 (21 day)
Review of Bids and Award of Construction Contract	August 26, 2016

***Phase 3-Contract Administration***

Construction and Contract Administration	Sept 12, 2016 to Dec16, 2016
Project Completion	Jan 27, 2017

**RESPONSIBILITIES OF PARKS CANADA:**

Parks Canada shall provide access to the site and respond to requests for information from the Consultant regarding project scope of work. All changes to the scope of work and construction documents shall be made by the Parks Canada Project Manager.

**HEALTH AND SAFETY:**

- The Consultant is to review and abide by the construction Contractor's site specific health and safety plan and general safety policy on the job site. This includes wearing all necessary Personal Protective Equipment (PPE) as specified and following any specified sign-in and sign-out procedures, requesting permission to access areas of job site, etc. The Consultant shall provide all necessary safety equipment to devices and equipment to workers at no additional cost to owner minus any specialty items not typical of this nature of work.
- In the event an unforeseen or peculiar safety-related factor, hazard or condition becomes evident during the performance of work, immediately stop work and advise Departmental Representative.
- Adhere to all local, Provincial and Federal regulations applicable to the work to be performed under this contract, including the Ontario Occupational Health and Safety Act and Regulations for Construction Projects (OHSA). In coordination with the contractors site specific H&S lead (see "*Attestation and Proof of Compliance with Occupational Health and Safety*"), ensure that all requirements relating to the safety of the work and protection of workers is strictly adhered to.

**Required Submittals**

- The Contractor is to sign "*Attestation and Proof of Compliance with Occupational Health and Safety*" and submit prior to commencement of work. Parks Canada to provide form upon award, consultant to review and approve.

**CONSULTANT PROPOSAL:****Consultant Proposal General**

- The Consultant shall prepare a concise proposal to carry out the work as outlined in this Statement of Work.

**Prior to submitting a proposal the Consultant should:**

- review and analyze the Statement of Work and available existing documentation to fully understand the project requirements;
- identify any issues or concerns that need to be addressed with respect to scope, quality, schedule, cost and other issues that may impact on implementation of work. These issues should be identified and discussed prior to submission of the proposal; and

**Proposal Requirements****The following should form part of the Consultant proposal:**

- a. covering letter;
- b. brief description of understood project and services to be delivered;
- c. clear statements of any assumptions that were made to prepare the proposal and to explain situations where the scope of work and associated required services in the Statement of Work did not include items that the Consultant feels are necessary for successful project completion;
- d. fee schedule; and
- e. price proposal
- f. professional credentials
- g. experience with similar projects

**Cost (price proposal) – Must Submit as three (3) items with one (1) Grand Total****This work will be awarded via a Lump Sum contract thus,**

1. The Consultant shall provide in their quotation a **Lump Sum Cost for the preparation of the “Tender Ready” documents** as per the Project Scope of Work, Section 1, Engineering and Architectural Services. **This price is to include disbursement costs including printing costs and travel for four (4) visits to the Parks Administration building or the Project Location upon request of Parks Canada’s Departmental Representative.** The consultant shall provide a fee schedule for additional unforeseen consultation requirements.
2. The consultant shall provide a **Lump Sum Cost (pls. include fee schedule) for work required during the Tendering process** as per Project Scope of Work, Section 2, Tendering Services, including assisting the Departmental Representative with questions and addendums, bid review and award, pre-tender meeting and any foreseeable requirements. Please base cost upon estimated effort during complete tender period (assume 28 days). Related disbursements and support staff for on-site tender meeting to be included.
3. The consultant shall provide a **Lump Sum Cost (pls. include fee schedule) for work required during the Contract Administration** portion of the project throughout project closing as per the Project Scope of Work, Section 3, Contract Administration. Please base estimate (allotment) upon 20hrs of effort (say 16hrs on-site and 4hrs office) per week for 16 week period (total of approx. 256hrs. on-site and 64hrs office). Work exceeding the 16 week period will be completed by an amendment to the consulting contract. Effort (hours spent) will be kept track of and submitted by consultant at each invoice. An allotment of 64hrs will be allowed for Project close out ( set staff rate as deemed appropriate. Cost to include all disbursements including travel time etc.

**INSTRUCTIONS FOR PROPONENT:**

**Basis of Award:** Award of Consultant Services for this project will be based on the lowest Lump Sum Cost Grand Total. All bids will be reviewed for conformity and consultant may be engaged to ensure understanding of project requirements.

**OFFICIAL LANGUAGES:**

All correspondence is to be in English. Reports and documentation are to be produced in English.