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RETOURNER LES SOUMISSIONS À:

**Bid Receiving - PWGSC / Réception des soumissions -
TPSGC**

**11 Laurier St./11 rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5**

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Construction Services Division/Division des services de
construction
140 O'Connor Street
140, rue O'Connor
Ontario
Ottawa
K1A 0S5

Title - Sujet Canada Pavilion at Expo 2020	
Solicitation No. - N° de l'invitation 08A33-180482/B	Amendment No. - N° modif. 011
Client Reference No. - N° de référence du client 20180482	Date 2019-04-30
GETS Reference No. - N° de référence de SEAG PW-\$\$\$FG-369-76751	
File No. - N° de dossier fg369.08A33-180482	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-05-14	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
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: D'Allaire, Yvonne	Buyer Id - Id de l'acheteur fg369
Telephone No. - N° de téléphone () - ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See Herein	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	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

The following changes to the tender documents are effective immediately. This amendment will form part of the contract documents.

Amendment 011 is issued for the following reasons:

- (1) Extend the bid solicitation period to **2:00 p.m. EDT on Tuesday, May 14, 2019;**
- (2) Publish Bidders' Questions and Answers;
- (3) Amend the Request for Proposal (RFP);
- (4) Amend the Statement of Work (SOW); and
- (5) Publish the document 'Relaxations Notice'.

(1) The bid solicitation period is hereby extended to 2:00 p.m. EDT on Tuesday, May 14, 2019.

(2) Bidders' Questions and Answers

QUESTION # 102:

Please provide details on the owner supplied equipment. In order to size the base building provisions, we request power consumption details for the GAC provided data and telecommunication network equipment, security and Digital video recording devices.

ANSWER # 102:

Please refer to Amendment 004 of the SOW below.

QUESTION # 103:

GC 1.2.3 paragraph 5 and GC 4.1 indicate that the Contractor must safeguard the Work from any loss or damages from any causes. Is it Canada's expectation that the Contractor must safeguard against losses or damages caused by the negligence or willful misconduct of Canada or Canada's other contractors/workers introduced to the project site?

ANSWER # 103:

As these clauses relate to the safeguarding of documents, material, plant and real property under the Contractor's care, custody and control, Canada expects the Contractor to take all necessary steps to safeguard the Work and the Contract, the Construction Documents and any other information provided by Canada to the Contractor, from all loss or damage howsoever caused. However, notwithstanding the provisions of GC1.2.3 paragraph 5 and GC4.1, the Contractor shall not be responsible

for any loss or damage to the Work or its site that is directly caused by the wilful misconduct of any other contractor introduced to the site by Canada in accordance with GC3.7; refer to Amendment 004 of the RFP below.

QUESTION # 104:

The resulting contract clauses (including GC 1.6) do not contain a limitation of the Contractor's liability. Our expectation is that a reasonable limitation of the Contractor's liability equal to 50% of the Contract Amount be inserted into the resulting contract.

ANSWER # 104:

The referenced terms and conditions remain the same.

QUESTION # 105:

GC 3.7 paragraph 3(d) should be deleted from the resulting contract. It is unreasonable to expect the Contractor to be responsible for identifying deficiencies in the works of Canada's other contractors, and, more importantly, to lose its ability to make legitimate claims against Canada for impacts on the Contractor's Works caused by said deficiencies of Canada's other contractors.

ANSWER # 105:

Under GC3.7 paragraph 3(d) the Contractor is required to report only apparent deficiencies. Further, the ability to make claims against Canada by reason of deficiencies in the work of others is only limited with regard to deficiencies that were reasonably discoverable. Therefore, the clause only prohibits the Contractor from claiming for deficiencies that were ignored or not discovered due to a failure by the Contractor, who has full care and control of the Work, to exercise reasonable diligence.

QUESTION # 106:

Please clarify what Canada's warranty expectations are for the Works. GC 3.12 is unclear with respect to the duration of the warranty periods and which warranty periods apply to which Works. Furthermore, GC 5.5 paragraph 1(c) makes reference to a 12-month warranty period.

ANSWER # 106:

GC3.12 subparagraph 1(a) refers to those parts of the Work that have been accepted by Canada as per the Certificate of Substantial Performance.

GC3.12 subparagraph 1(b) refers to those parts of the Work that have not yet been accepted by Canada but rather need to be done or finished and are listed as such in the Certificate of Substantial Performance.

Regarding the warranty period mentioned in GC5.5 subparagraph 1(c), please refer to Amendment 004 of the RFP below.

QUESTION # 107:

GC 3.12 paragraph 2 should include a stipulated time period by which defects need to be remedied by the Contractor pursuant to the warranty. It is unreasonable to expect Contractor to remedy defects in accordance with any time stipulated in a direction from Canada. At the very least, a standard of "reasonableness" should be inserted.

ANSWER # 107:

The referenced terms and conditions remain the same.

QUESTION # 108:

GC 4.4 paragraph 2 - Please insert the words "prior to Contractor's bid submission" after the words "...which the Contractor has not been advised...". Contractor should be made aware of any contaminated site conditions prior to its bid submission. Otherwise, Contractor should be entitled to cost and schedule relief for contaminated site conditions.

ANSWER # 108:

Reasonable steps to ensure prevention of injury, sickness or death or to safeguard property and the environment must also be taken with regard to contaminated site conditions that come to the attention of the Contractor after submission of its bid. Therefore, Canada cannot make the required change.

Any costs encountered by the Contractor relating to additional work necessary because of a contaminated site condition that the Contractor was not aware of are subject to GC4.4 paragraph 6.

Should the Contractor encounter contaminated site conditions that affect the work schedule, an application for extension should be submitted in accordance with GC6.5 paragraph 2.

Also, for general information on existing site conditions, please refer to Appendix B of the SOW, 18-Environmental Impact Assessment Report, in particular Sections 5.1.5, 5.1.6 and 6.5.

QUESTION # 109:

How is GC 5.15 to be reconciled with GC 5.11 paragraph 2? It is unreasonable to impose significant LD penalties on the Contractor for failing to meet its completion dates, but also make the Contractor responsible for all other expenses and damages incurred by Canada for failure to complete the Work by the dates fixed for completion. This punitive mechanism is unacceptable to us and we expects that any LD penalties will be the full extent of the Contractor's liability for failure to meet the completion dates.

ANSWER # 109:

Please refer to Amendment 004 of the RFP below.

QUESTION # 110:

Please advise if 5% of the contract price is the aggregate cap for all liquidated damages payable pursuant to GC 5.15 or if 5% of the contract price is an individual cap for each liquidated damages specified in GC 5.15.

ANSWER # 110:

The cap for liquidated damages of 5% of the contract price applies to liquidated damages payable under GC5.15 paragraph 1 and paragraph 2 individually. Hence, if the Contractor has to pay liquidated damages under GC5.15 paragraph 1 for failure to complete the construction of the Pavilion by September 21, 2020, these damages can be up to 5% of the contract price. If, in addition, the Contractor has to pay liquidated damages under GC5.15 paragraph 2 for failure to complete the dismantling and demolition of the Pavilion by October 11, 2021, the liquidated damages for this failure can be up to an additional 5% of the contract price.

(3) Amendment 004 of the Request for Proposal (RFP)

The RFP is hereby amended as follows:

(Words in red mark the changes against the original wording in the RFP.)

- Delete the last sentence of GC1.1.5 and replace it with:

For clarity the Construction Services for, related to, or associated with the dismantling and demolition of the pavilion building includes, without limitation, the restoration of the building site, shipping of **Canada's assets** and disposal of building components.

- Delete GC2.1 paragraph 9 and replace it with:
9. If, at any time before issuing a Certificate of Completion, the Departmental Representative is satisfied that the Work has reached Substantial **Performance**, the Departmental Representative will issue a Certificate of Substantial Performance to the Contractor.
- Add new paragraph 7 to GC3.7:
7. Notwithstanding the provisions of GC1.2.3 paragraph 5 and GC4.1, the Contractor shall not be responsible for any loss or damage to the Work or its site that is directly caused by the willful misconduct of any other contractor introduced to the site by Canada in accordance with this GC3.7.

- Delete GC5.5 subparagraph 1(c) and replace it with:

all things that must be done by the Contractor before a Certificate of Completion is issued and before the 6-month warranty period referred to in GC3.12 subparagraph 1(b) commences for the said parts and all the said things.

- Delete the introductory phrase of GC5.6 subparagraph 1(b) and replace it with:
- b) Subject to GC5.2, "Amount Payable", and subparagraph 1(c) below, Canada will pay the Contractor the amount referred to in GC5.2, "Amount Payable", less the aggregate of:
- Delete the introductory phrase of GC5.6 subparagraph 2(b) and replace it with:
- b) Subject to GC5.2, "Amount Payable", and subparagraph 2(c) below, Canada will pay the Contractor the amount referred to in GC5.2, "Amount Payable", less the aggregate of:

(4) Amendment 004 of the Statement of Work (SOW)

Annex B to the RFP – Statement of Work (SOW) is hereby amended as follows:

- Add the following paragraph to Item B 2.13 Electrical:

Power requirements for GAC supplied equipment are:

Desktop: 15 amps

Boardrooms: 15 amps location (TV, DESK, WALL)

Telecommunications Closets: 20 amp

Main telecommunications room: 2 x 20 amp and 1 x 30 amp

Solicitation No. - N° de l'invitation
08A33-180482

Amd. No. - N° de la modif.
011

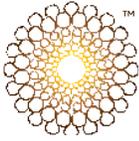
Buyer ID - Id de l'acheteur
FG369

Client Ref. No. - N° de réf. du client
20180482

File No. - N° du dossier
FG36908A33-180482/B

Relaxations Notice

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DCD

Changes in UAE 2018 Fire and Life Safety Code of Practice

The Dubai Civil Defense (DCD) introduced a number of cost saving measures in their latest update of the Fire and Life Safety Codes. Below is a summary of changes that could apply to the Participant pavilions at Expo 2020:

1. Water Tank

- 1.1 Water tank could be placed anywhere between ground floor or basement
- 1.2 High Rise (Height* 23 up to 27 m): 60 minutes tank
- 1.3 Mid Rise (Height* between 15 and 23 m): 45 minutes tank
- 1.4 Low Rise (Height* up to 15 m): 30 minutes tank
- 1.5 Alternative to water tanks: Participants may connect the sprinkler system and hose reel to the site wide firefighting hydrant network if they choose to. In this case, provisions will be provided upon request and water supply is Treated Sewerage Effluent (TSE) and not Potable water.

The Organiser will not provide any additional treatment or filtering service to the TSE supply. Pressure will vary based on the pavilion location—Participants' consultants must provide necessary arrangement on plots to satisfy the pavilion pressure requirement.

Any requirements to monitor quality, improve the on-plot system quality or operations will be the responsibility of participant and their supply chain.

* Height measured excluding parapets. (Refer to building height definition from the code)

2. Fire Pump (Yard Hydrants)

- 2.1 Participants with Low Rise buildings: Only sprinklers required (no wet risers), at 300 GPM
- 2.2 Participants with Mid and High rise buildings: sprinklers and wet risers required

3. Wet Risers and Dry Risers

- 3.1 Participants with Low Rise buildings: Dry landing valves not required, only hose reel
- 3.2 Participants with Low Rise buildings: Hose reel pressure 4.5 Bar

4. Sprinklers

- 4.1 Above false ceiling and bathroom sprinklers: Not required

5. Clean Agent Systems

- 5.1 Typical floor telephone and electrical rooms: Not required



6. Fire Dampers

- 6.1 Duct serving units: Not Required

7. Fire Rating

- 7.1 Expo 2020 agreed with DCD that fire rating for Participants pavilions is not required for steel structure components when buildings have sprinkler systems
- 7.2 Expo 2020 agreed with DCD that fire rating for Participant Pavilions with non-steel components is reduced to 1 hour

8. Other Changes

- 8.1 Water protection for fire lift required
- 8.2 Grooved couplings allowed only in low rise building
- 8.3 Stand pipe test connections not required on every floor
- 8.4 Hydrants not required if public hydrants available
- 8.5 Balcony sprinklers are not required for the Participant Pavilion at Expo 2020
- 8.6 Freezer rooms more than 20 sqm requires sprinklers
- 8.7 Kitchen hood filters are required
- 8.8 Smoke control is not required for pavilions

9. Additional Relaxations

- 9.1 Roof access with or without Photovoltaics (PV) - Cat ladders or standard stair or spiral stair are acceptable for accessing roof. All ladders leading to the roof or PV shall be fully equipped with safety guards and features
- 9.2 Fire rating for staircases – Reduced fire rating from 2 hours to 1 hour
- 9.3 Fire rating for utility rooms (LV, Generator, telecom etc.) – Reduced fire rating from 2 hours to 1 hour

10. Weekly meeting in EXPO Office

- 10.1 DCD Engineers will attend regular 3 hours weekly meeting at EXPO 2020 site office every Tuesday (starting 30 April 2019). Please coordinate with your Country Manager as required.
- 10.2 Purpose to the meeting is to discuss the following topics:
- Technical Notes
 - Technical Queries
 - Pre-submission documents of final design





DUBAI SOUTH

Structures: Seismic Design for Participant Temporary Pavilions

- 1.1 Dubai South will consider accepting building a design lifetime of 10 years for seismic design if the project consultant provides a reference from the codes (American Standard) for any reduced seismic design factors.
- 1.2 Alternatively, project consultant can use seismic zone 2A (instead of 2B) as per UBC-97, which will provide more relaxation in the design.

SIRA

CCTV requirements

› Expo 2020 Participants must ensure coverage of public areas outside the pavilion within the plot boundaries, as well as general and emergency entrances and exits.

› Cameras covering the internal exhibition areas are not required but advisable to be maintained at minimum level. For further exemptions of the exhibition spaces the commissioner general need to officially communicate to organizer.

› Note: As such, it is not recommended by the Organiser as Participants will be liable for any and all actions that fall within the boundaries of their Pavilion including without limitation:

- Any damaged, lost or stolen items within the plot,
- Lost Children within the plot, and
- Monitoring access and activity in restricted areas within the plot.

ETISALAT

Mobile services and equipment installation

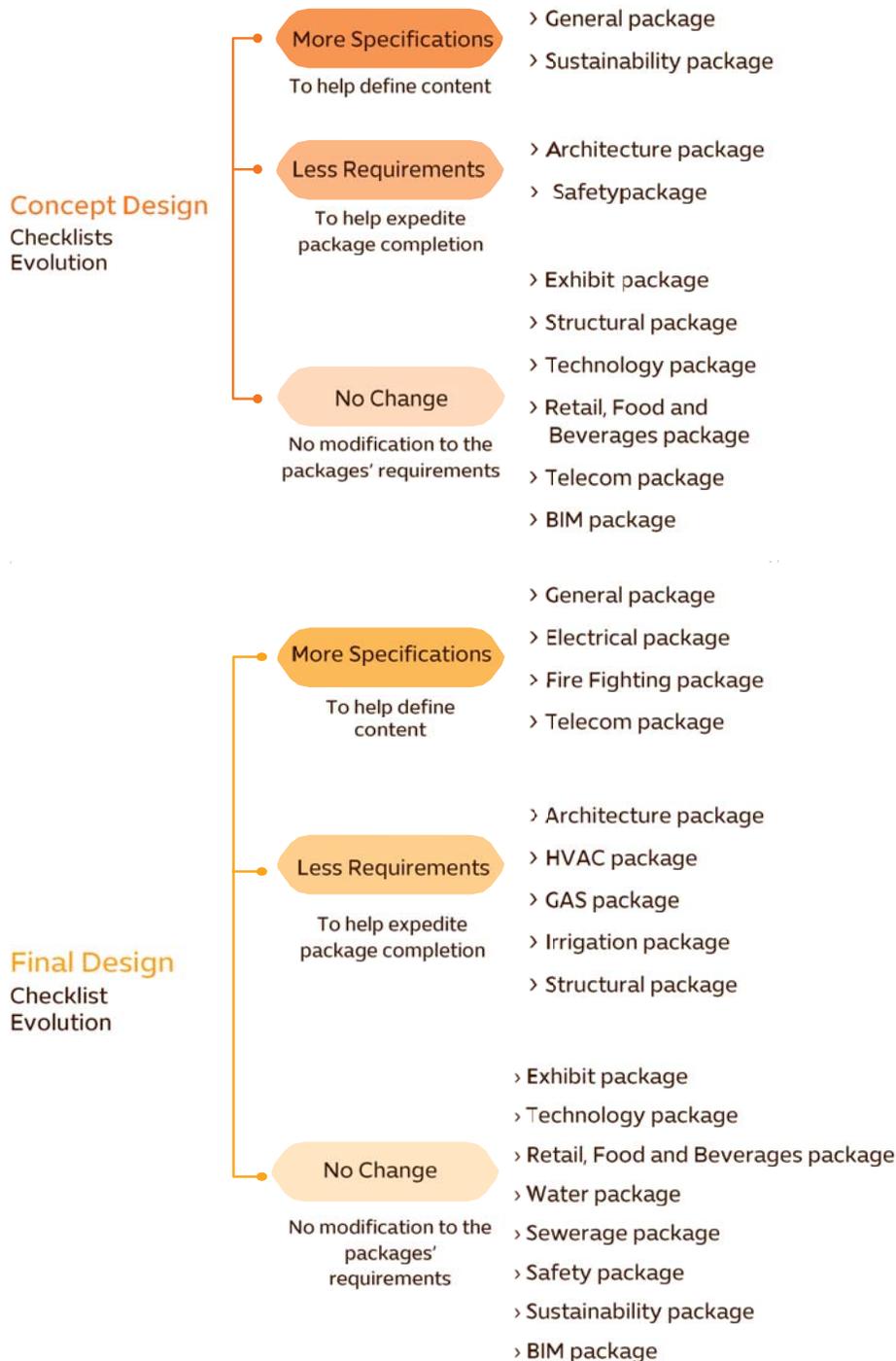
› Possibility to merge the 2 required technical rooms (more precisely: GSM + Telecommunications) into one 3x4 room.

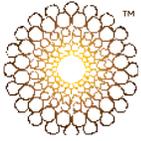
› Etisalat, Expo 2020's official telecommunication partner, reviews Participants' pavilions designs and assesses the need to install (free of charge) mobile services and equipment such as devices and antennas inside built assets, to ensure uninterrupted and consistent mobile network services and coverage.



Concept and Final Design Checklists for Packages

Checklist modifications from lessons learnt and on-going discussions with UAE Authorities





Plot Possession and Mobilization Requests

Kindly refer to the Plot Possession and Mobilisation Request form available on the Participant Portal

