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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

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

TPSGC-PWGSC
601-1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

Title - Sujet Lac-Mégantic Rail Bypass	
Solicitation No. - N° de l'invitation T8015-190041/A	Date 2020-04-17
Client Reference No. - N° de référence du client	
GETS Reference No. - N° de référence de SEAG PW-\$QCM-023-17909	
File No. - N° de dossier QCM-9-42126 (023)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-06-01	Time Zone Fuseau horaire Heure Avancée de l'Est HAE
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Hamann, Frédéric	Buyer Id - Id de l'acheteur qcm023
Telephone No. - N° de téléphone (418) 929-6277 ()	FAX No. - N° de FAX (418) 648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DES TRANSPORTS 19TH FL. 330 SPARKS ST OTTAWA Ontario K1A0N5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

CROWN ENGINEER

Engineering and Advisory Services

Railway Bypass Project Lac-Mégantic, Québec

Project: R.104489.001

REQUEST FOR PROPOSAL

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SPECIFIC INFORMATION ON CONFLICT OF
INTEREST IS INCLUDED IN THIS DOCUMENT
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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus annexes and appendices, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security Requirements; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes and appendices.

1.2 Definitions/Abbreviations

The following abbreviations and terms used in this reference document have the following meanings:

PPR	Final Preliminary Project Report
AREMA	American Railway Engineering and Maintenance-of-Way Association
BAPE	Le Bureau d'audiences publiques sur l'environnement
Canada	Her Majesty the Queen in Right of Canada as represented by Transport Canada
CMQR	Central Maine & Quebec Railway (a wholly owned subsidiary of CP)
CP	Canadian Pacific Railway
WP	Work Provider (CMQR)
CE	Crown Engineer
OE	CMQR engineer, appointed by CMQR. Also called the Owner Engineer
IE	Appointed independent engineer, impartial to all parties involved in the project
LMB	Lac-Mégantic Bypass
OIQ	Ordre des Ingénieurs du Québec
MP	Mile point
LMB project	Lac-Mégantic Bypass project
GQ	Government of Quebec
ROR	Canadian Rail Operating Rules
ABS	Automatic Block Signalling
CTC signalling	Centralized Traffic Control signalling
TC	Transport Canada

1.3 Summary

1.3.1 History

On July 6, 2013, a train carrying crude oil derailed in downtown Lac-Mégantic, Quebec, causing an explosion and fire that killed 47 people and destroyed most of the downtown area.

Following the derailment, the city council introduced a resolution calling on the federal and provincial governments to require the Montreal, Maine and Atlantic Railway (MMA) (now Central Maine and Quebec Railway, or CMQR), which owned the railway at the time, to move its rail lines away from the city center.

A feasibility study for the rail bypass project evaluated five options including maintaining the status quo, improving existing infrastructure (existing infrastructure with noise barriers), as well as three route options for a rail bypass on the outskirts of the city.

Following the analyses performed during the initial feasibility study, a 12.8 km rail bypass route, with an estimated total cost of \$133 million, was proposed.

In May 2018, the Government of Canada reached an agreement in principle stipulating that CMQR (a wholly owned subsidiary of CP) would become the project promoter, owner and operator of the new rail infrastructure. The agreement in principle also states that CMQR will be responsible for the construction of the railway bypass and that the federal and provincial governments will be responsible for all project costs.

1.3.2 Public Works and Government Services Canada, on behalf of Transport Canada, wishes to obtain the services of an engineering consulting firm (hereinafter Crown Engineer) to assist it in carrying out its responsibilities to protect Canada's interests in the Lac-Mégantic Bypass (hereinafter LMB) project.

The services of a consulting engineering firm, under the title of Crown Engineer, will be required at least during the first phase of the project (Phase 1 - Planning and Design), but may also be required for two subsequent phases (Phase 2 - Construction and commissioning and Phase 3 - Decommissioning and site remediation) of the LMB project. Reporting exclusively to Canada, the Crown Engineer will be called upon to provide various advice; including technical advice; performed cost and schedule follow-ups and all other tasks related to the entire project.

1.3.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

1.3.4 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and Appendice 2 – Certifications and Declaration.

1.3.5 This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

1.4 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation 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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

2.2 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

PWGSC Québec Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

Fax or Hardcopy Bid

Due to the nature of the bid solicitation, Bids transmitted by facsimile or hardcopy to PWGSC will not be accepted.

2.3 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority (frederic.hamann@tpsgc-pwgsc.gc.ca) no later than **five (5) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Ineligible Parties

2.5.1 Ineligible Parties

1. As a result of their involvement in the Project, the parties named below, (the "Ineligible Parties") their employees, and any of their subcontractors, advisors, consultants or representatives engaged in respect of this Project and any person controlled by, that controls or that is under common control with the Ineligible Parties (each an Ineligible Parties's Affiliate) are subject to the provisions of General Condition 2003 – paragraph 18 "Conflict of Interest – Unfair Advantage" and are not eligible to participate as a Bidder or Advisor to the Bidder.
2. The following are Ineligible Parties for this Request for Proposal process :
 - a. AECOM Consultants Inc.
 - b. Stantec Inc.

Additional persons, firms, or organizations may be added to or deleted from the list during any stage of the Competitive Selection Process through a solicitation amendment.

Neither Canada nor any of its employees, advisors or representatives is liable to any Bidder for any claims, whether for preparation costs of its bid, loss of anticipated profit, loss of opportunity or any other matter whatsoever, for any use or reliance on this list, or use or inclusion of Ineligible Parties in any bid.

3. Bidders are advised that the Contractor selected at the conclusion of this Request for Proposal may be precluded from participating in other LMB project solicitation.

2.5.2 Use or Inclusion of Ineligible Parties

Each Bidder is responsible for ensuring that neither the Bidder nor any member of the Bidder Team or any of their respective Representatives uses, consults or seeks advice from any Ineligible Party or any employee or Representative of an Ineligible Party, or includes any Ineligible Party in the Bidder.

Canada may, at its discretion, disqualify a Bidder or impose such conditions on the Bidder's continued participation in this Request for Proposal process as Canada may consider to be in the public interest or otherwise appropriate, if the Bidder uses or includes an Ineligible Party:

-
- to advise or otherwise assist the Bidder in connection with the Bidder's participation in this Request for Proposal process, including in connection with the Bidder's preparation of its Bid; or
 - as an employee, advisor or consultant to the Bidder.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

Section IV: Additional Information

Due to the nature of the bid solicitation, Bids transmitted by facsimile or hardcopy to PWGSC will not be accepted.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

3.1.1 General Requirements for the Presentation of Proposals

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- Paper size should be - 216mm x 279mm (8.5" x 11");
- Minimum font size - 11 point Times or equal;
- Minimum margins - 12 mm left, right, top, and bottom;
- 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; and
- The order of the proposals should follow the order established in Part 4 of the Request for Proposal.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) For this project the Total Score will be established as follows:
- | | | |
|------------------------|---|---------------------------|
| Technical Score x 80 % | = | Technical Rating (Points) |
| + Price Score x 20 % | = | + Price Rating (Points) |
| Total Score | = | Maximum 100 points |

4.1.1 Technical Evaluation

4.1.1.1 Specific Requirements for the Presentation of Proposals

The maximum number of pages (including text and graphics) under Point Rated Technical Criteria of paragraph 4.1.1.2 is **forty (40) pages in total**.

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

- Covering letter;
- Bidder identification (Appendix 1);
- Certifications and declaration forms (Appendix 2);
- Front page of the RFP and front page of revision(s) to the RFP (if applicable);
- Financial Bid form (Annex B);
- Pages to identify and separate criteria and/or annexes and appendices; and
- Résumé (*Curriculum Vitae*).

***** Consequence of non-compliance to respect the maximum number of pages: 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 Evaluation Board members for evaluation. *****

4.1.1.2 Point Rated Technical Criteria

Note: The evaluation grid and the weighting of each of the criteria can be found in section 4.1.1.3 - Evaluation and Rating

4.1.1.2.1 Achievements of bidder on projects

The bidder should describe its achievements and experience as a prime consultant on past comparable projects.

The bidder must submit four (4) projects undertaken and completed during the ten (10) years prior to the closing date of the Request for Proposal. The total value (engineering + construction) for each project submitted must be equal to or higher than CA\$25M. Only the first four (4) projects submitted in order will be reviewed, and all the rest will not receive consideration as if they had not been submitted. A minimum of two (2) projects must be in the railway field (railway design/construction or railway bridges design/construction projects). The other projects submitted must be projects in one of the following fields: railway, road and works of art (engineering structures: bridge, overpass, viaduct).

Bidders may use the sample Presentation Form provided in Appendix 3 to submit the projects.

For each project presented, the information should include the following:

- Project title and location;
- Project field (railway, road, work of art (bridge);
- Name of the client and of the client's representative as well as their telephone number and email address. Note that the project information provided may be verified;
- Execution period (month/year);
- Initial and final project costs;
- Initial and final bidder's fees;
- Objectives and description of the project (objectives, scope of the services rendered, limitations and deliverables). Address the following topics:
 - The design review and/or construction monitoring process;
 - The construction supervision management / quality control process;
 - Cost estimation and timeline / cost control process;
 - Recommendation process;
 - Resolution of socio-economic issues with stakeholders;
- Clearly indicate how the project is relevant/comparable to the services to be rendered as Crown Engineer for the work of the contract;
- Which member of the Joint Venture the project was carried out (if applicable); and
- Names of key personnel responsible for project delivery.

The bidder must have the experience of the presented projects. Previous project experience of entities other than the bidder's own will not be considered during evaluation unless the entities are part of the bidder's Joint Venture.

Please indicate the projects that were carried out as part of a Joint Venture and the responsibilities of each member entity of that Joint Venture in each project.

4.1.1.2.2 Experience and Achievements of Key Personnel in Projects

The objective is to show that the proposed key personnel have the abilities, experience and skills required to provide the services described in the Terms of Reference. "Key personnel" (described below) are the individuals the bidder will use to deliver the services.

4.1.1.2.2.1 Experience of Key Personnel

The bidder should describe the experience and the skills of the key personnel to be assigned to this project, regardless of their past association with the current bidder's firm. This is the opportunity to emphasize the strengths of the individuals on the team and to recognize their past responsibilities, commitments and achievements.

The bidder should provide a résumé (Curriculum Vitae) for each key personnel member in order to highlight the following points:

- The proposed resource was employed by which company and for how long;
- Number of years of experience in performing the duties related to the key position for which the resource is proposed;
- Academic training;
- Professional certifications;
- Description of accomplishments, achievements and merit awards earned by the proposed resource.

In addition to the Curriculum Vitae of the proposed individuals, bidders may use the presentation form provided in Appendix 3 to summarize the requested information.

The key personnel for this project are:

- Project Manager;
- Civil Engineer (Railway);
- Estimator;
- Environmental Specialist; and
- Bridge & Structural Engineer (Railway and Road).

Each of the key positions must be occupied by a single person.

Each of the key positions must be occupied by a different person.

Below are the experience requirements for each key person.

<p>Project Manager (ref. Statement of Work, para. 12.3.1)</p>	<p>The Project Manager:</p> <ul style="list-style-type: none"> • Must be an employee of the Bidder; • Is an engineer in good standing with the Ordre des ingénieurs du Québec (OIQ); • Has a minimum of fifteen (15) years of relevant experience in project management or planning of ground rail and/or road transportation projects; and • Must be fluently bilingual, spoken and written (French and English). <p>It should be noted that for this key person, a mandatory minimum Technical Rating score is required: the project manager must obtain a technical score of at least forty-two (42) points out of the seventy (70) points available. Proposal of bidders who fail to achieve the pass mark of forty-two (42) points for the Project Manager will not be further assessed.</p>
<p>Civil Engineer (Railway) (ref. Statement of Work, para. 12.3.2)</p>	<p>The Civil Engineer (Railway):</p> <ul style="list-style-type: none"> • Is an engineer in good standing with the OIQ; • Has a minimum of fifteen (15) years of relevant experience in engineering and/or rail project management. This experience must have been acquired on major design and project management on railway engineering and/or railway construction (railway, railway bridge) projects; and • Must be fluently bilingual, spoken and written (French and English).
<p>Estimator (ref. Statement of Work, para. 12.3.3)</p>	<p>The Estimator:</p> <ul style="list-style-type: none"> • Has a minimum of ten (10) years of relevant experience in major rail, road or civil project estimation. This experience must have been gained while serving as a project estimator.
<p>Environmental Specialist (ref. Statement of Work, para. 12.3.4)</p>	<p>The Environmental Specialist:</p> <ul style="list-style-type: none"> • Holds a Bachelor's degree in a relevant field, such as a Bachelor of Biology;

	<ul style="list-style-type: none"> • Has a minimum of fifteen (15) years of relevant experience coordinating major environmental-related roads and bridges projects, including ten (10) years of experience acquired in a provincial and federal regulatory environment in Quebec; and • Must be fluently bilingual, spoken and written (French and English).
Bridge & Structural Engineer (Railway and Road) (ref. Statement of Work, para. 12.3.6)	The Bridge & Structural Engineer (Railway and Road): <ul style="list-style-type: none"> • Is an engineer in good standing with the OIQ; and • Has a minimum of fifteen (15) years of relevant experience in highway bridges and/or railway bridges design. This experience must have been acquired while serving as a designer in major bridge and structural projects (rail and/or road).

Years spent to obtain a Master's degree or Doctorate degree relevant to the project will be taken into account in the calculation of the years of experience for the positions indicated above, namely: one (1) year for a Master's degree and two (2) years for a Doctorate.

4.1.1.2.2 Achievements of Key Personnel

For each key personnel, the bidder should demonstrate the experience gained in the role for which the individual is being proposed. To do so, the bidder should present, for each key personnel, two (2) projects undertaken and completed within the ten (10) years preceding the closing date of the Request for Proposal. Only the first two (2) projects presented in sequence will be examined and all others will receive no consideration as if they had not been included.

In order to present the projects, the tenderer may use the Project Presentation Form of Appendix 3.

Information that should be supplied for each project:

- Name of the key person and the position for which the individual is proposed;
- Project title and location;
- Project's field;
- Name of the client and of the client's representative as well as their telephone number and email address. Note that the project information provided may be verified;
- Execution period (mm/yyyy);
- Initial and final project costs;
- Bidder's initial and final fees;
- Objectives and description of the project (objectives, scope of the services rendered, limitations and deliverables). Address the following topics:
 - The design review and construction monitoring process;
 - The construction supervision management and quality control process;
 - Cost estimation and timeline / cost control process;
 - Recommendation process;
 - Resolution of socio-economic issues with stakeholders;
- Clearly indicate how the project is relevant/similar to the services to be rendered as Crown Engineer for the work of the contract;
- The roles, responsibilities and degree of participation of the key personnel member; and
- Achievements in the project.

Below you will find the specific requirements for the projects carried out by the key personnel.

Project Manager	<ul style="list-style-type: none"> The submitted projects must be major ground transportation infrastructure projects (railway, road) with a total value (fees and construction costs) of at least \$25M each; and It should be noted that for this key person, a mandatory minimum Technical Rating score is required: the project manager must obtain a technical score of at least sixty (60) points out of the one hundred (100) points available. Proposal of bidders who fail to achieve the pass mark of sixty (60) points for the Project Manager will not be further assessed.
Civil Engineer (Railway)	<ul style="list-style-type: none"> The submitted projects must be major railway engineering projects with a total value (fees and construction costs) of at least \$25M each and where the Civil Engineer (Railway) assumed the designer role.
Estimator	<ul style="list-style-type: none"> The submitted projects must be major railway, road or civil engineering projects with a total value (fees and construction costs) of at least \$5M each.
Environmental Specialist	<ul style="list-style-type: none"> The submitted projects must be major railway, road or civil engineering projects with a total value (fees and construction costs) of at least \$5M each.
Bridge & Structural Engineer (Railway and Road)	<ul style="list-style-type: none"> The submitted projects must be major structures and bridge projects (railway and/or road) with a total value (fees and construction costs) of at least \$10M each and where the Bridge & Structural Engineer (Railway and Road) assumed the designer role.

4.1.1.2.3 Understanding of the contract

The bidder should demonstrate its understanding of the goals and role of the Crown Engineer, the functional/technical requirements, the limitations and the issues that will shape the services to be delivered and its understanding of how these relate to the delivery of the LMB project. The bidder should also demonstrate its understanding of the specific nature of the social environment and the unique sensitivity of the project at Lac-Mégantic as well its communication strategy with stakeholders.

Information that should be provided

- Description of the functional, technical and environmental requirements;
- Description of the goals, significant issues, challenges and limitations;
- Demonstrated understanding of social issues, the social environment and the unique sensitivity of the project; and
- Demonstrated knowledge of stakeholders, their roles and their impact on the LMB project.

For this criterion, the bidder **must** achieve a minimum Technical Rating of one hundred and five (105) points out of one hundred and seventy five (175) points available. **No further consideration will be given to bidders not achieving the pass mark of one hundred and five (105) points.**

4.1.1.2.4 Scope of services

The bidder should demonstrate its capability to perform the services required and to meet the objectives, limitations and challenges of the Crown Engineer services and to provide a suitable plan of action to meet the objectives and challenges.

Information that should be provided

- Scope and description of services – detailed list of services to be provided by the bidder;
- Scope and description of services – detailed list of services that the bidder may provide under this contract;
- Work plan – detailed breakdown of work tasks and deliverables established on the basis of its understanding of the objectives of Statement of Work, availability of the resources, continuity of services and roles and responsibilities;
- Bidder's strategy to respect and adapt to the schedule imposed by the Owner by the project;
- Risk management strategy associated with the services to be provided; and
- Strategy for compliance with the schedule.

4.1.1.2.5 Management of services, approach and methodology

The bidder should describe how it proposes to perform the services and meet the objectives, limitations and challenges; how 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 firms and how the team will be managed. The bidder should also identify sub-consultants and specialists required to complete the Crown Engineer team.

Information that should be provided

- Confirm the makeup of the full project team, including the names of the bidder, sub-consultants and specialist personnel and their role in the project;
- Organization chart with position titles, names and years of experience (bidder team);
- Joint Venture business plan, team structure and responsibilities, if applicable;
- Back-up committed and availability of substitutes;
- Profiles of key positions (specific responsibilities and assignments);
- Outline of an action plan of the services with implementation strategies and sequence of main activities;
- Reporting relationships;
- Communication strategies and disciplines;
- Response time – demonstrate how the response time requirements will be met; and
- Conflict resolution method.

4.1.1.3. Evaluation and rating

In the first instance, price envelopes will remain sealed; only the technical components of responsive proposals will be reviewed, evaluated and rated. The weighting given to each criterion is outlined in the table below.

Evaluation Criteria	Score	Weighting	Maximum Score	Minimum Score Required
4.1.1.2.1 – Accomplishments of Bidder				
Project 1 – Railway field	0-10	2.5	25	
Project 2 – Railway field	0-10	2.5	25	
Project 3 – Railway / road / civil / works of art (engineering structures: bridge, overpass, viaduct).	0-10	2.5	25	
Project 4 – Railway / road / civil / works of art (engineering structures: bridge, overpass, viaduct).	0-10	2.5	25	
Sub-total 4.1.1.2.1:			100	
4.1.1.2.2 – Experience and Achievements of Key Personnel				
4.1.1.2.2.1 – Experience of Key Personnel				
Project Manager experience	0-10	7	70	42
Railway Civil Engineer experience	0-10	6	60	
Estimator experience	0-10	2	20	
Environmental Specialist experience	0-10	6	60	
Bridge & Structural (Railway and Road) Engineer experience	0-10	2	20	
4.1.1.2.2.2 – Achievements of Key Personnel				
Project 1 - Project Manager	0-10	5	50	60
Project 2 - Project Manager	0-10	5	50	
Project 1 - Civil Engineer (Railway)	0-10	4	40	
Project 2 - Civil Engineer (Railway)	0-10	4	40	
Project 1 - Estimator	0-10	1.5	15	
Project 2 - Estimator	0-10	1.5	15	
Project 1 - Environmental Specialist	0-10	4	40	
Project 2 - Environmental Specialist	0-10	4	40	
Project 1 - Bridge & Structural (Railway and Road) Engineer	0-10	1.5	15	
Project 2 - Bridge & Structural (Railway and Road) Engineer	0-10	1.5	15	
Subtotal 4.1.1.2.2:			550	
4.1.1.2.3 – Understanding of the Project				
Description of the project's general goals and objectives, limitations, challenges, issues, technical and environmental requirements	0-10	3	30	105
Highlight the relative importance of the elements from the previous point and indicate which ones have the greatest impact on the choice of methods and means to be used to complete the work of the contract	0-10	4	40	
Demonstrate its understanding of the social environment, social issues and the unique sensitivity of the project at Lac-Mégantic	0-10	4.5	45	

Evaluation Criteria	Score	Weighting	Maximum Score	Minimum Score Required
In light of the methods and means planned by the bidder, indicate how these will make it possible to achieve the project's goals and objectives. Indicate how these methods and means are properly adapted to the project's limitations, challenges, issues and requirements (technical and environmental)	0-10	4	40	
Demonstrate knowledge of stakeholders, their roles and their impact on the LMB project	0-10	2	20	
Sub-total 4.1.1.2.3:			175	
4.1.1.2.4 – Scope of Services				
Description of services	0-10	2	20	
Work plan	0-10	2	20	
Strategy with respect to the schedule	0-10	0.5	5	
Risk management	0-10	1.5	15	
Quality control	0-10	1	10	
Sub-total 4.1.1.2.4:			75	
4.1.1.2.5 – Management of Services				
Description of team	0-10	3	30	
Organizational chart and reporting relationships	0-10	1.5	15	
Availability and involvement of key personnel	0-10	2	20	
Action plan	0-10	2	20	
Communication strategy / response time	0-10	1.5	15	
Sub-total 4.1.1.2.5:			100	
TOTAL TECHNICAL SCORE Total of sub-totals 4.1.1.2.1 to 4.1.1.2.5:			1,000	600

Generic Evaluation Table

The Evaluation Board members will evaluate the strengths and weaknesses of the Bidder'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:

	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.	Has 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
	Bidder do not possess qualifications and experience	Bidder lacks qualifications and experience	Bidder has an acceptable level of qualifications and experience	Bidder is qualified and experienced	Bidder 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

4.1.2 Financial Evaluation

4.1.2.1 Rated financial criteria

All financial bid envelopes corresponding to the responsive s that have achieved the pass mark for criteria 4.1.1.2.2.1, 4.1.1.2.2.2, 4.1.1.2.3 and the overall pass mark of six hundred (600) points will be opened upon completion of the technical evaluation.

Here's an example:

	Bidder 1	Bidder 2	Bidder 3	Bidder 4	Bidder 5
Pass mark met for criteria :					
4.1.1.2.2.1	Yes	Yes	Yes	Yes	Yes
4.1.1.2.2.2	Yes	Yes	Yes	No	Yes
4.1.1.2.3	Yes	Yes	Yes	Yes	Yes
Technical Note	700 / 1,000	650 / 1,000	800 / 1,000	720	580
Overall Pass Mark	600	600	600	600	600
Success/Failure	Success	Success	Success	Failure	Failure
Technical Proportion	80%	80%	80%	80%	80%
Technical Rating	56 points	52 points	64 points	--	--

When there are three or more responsive s, an average price is determined by adding all the price s together and dividing the total by the number of price s being opened. This calculation will not be conducted if only one or two responsive s are received. All price s which are greater than 25% above the average price will be set aside and receive no further consideration.

In order to establish the price rating, each responsive will be prorated against the lowest price offered to establish a percentage rounded to one-hundredth of a percent. The resulting percentage will be multiplied by the weighting given to the financial bid (20) and rounded to one decimal to obtain the price rating.

Rest of the example:

The table below shows the rest (and the end) of the example where the lowest proposed price is \$ 90,000.00 and the weighting of the evaluation of financial bids is 20 points.

	Bidder 1	Bidder 2	Bidder 3	Bidder 4	Bidder 5
Bid Price	\$110,000	\$90,000	\$170,000	--	--
Average Bid Price	\$ 123,333			--	--
Average Bid Price + 25%	\$ 154,166			--	--
Success/Failure	Success	Success	Failure	--	--
Proportional Evaluation	$\frac{\$90,000}{\$110,000} = 81.82\%$	$\frac{\$90,000}{\$90,000} = 100.00\%$	--	--	--
Financial Proportion	20%	20%	--	--	--
Cote de prix	16.4 points	20.0 points	--	--	--

4.2 Basis of Selection

4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must :
 - a. Comply with all the requirements of the bid solicitation; and
 - b. Meet all mandatory criteria; and
 - c. Obtain the required minimum points required for technical evaluation of the Project Manager criteria and for the Project Comprehension criterion;
 - d. The bid price is not more than 25% higher than the average bid price; and
 - e. Obtain the required minimum of six hundred (600) points overall for the technical evaluation criteria which are subject to point rating, The rating is performed on a scale of one thousand (1000) points.
2. Bids not meeting a. or b. or c. or d. or e. will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80% for technical merit and 20% for the price.
4. To establish the technical rating, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divided by the maximum number of points available and multiplied by 80.
5. To establish the pricing rating, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20%.
6. For each responsive bid, the technical rating and the pricing rating will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The following table shows the rest of the example where the selection of the contractor is based on an 80/20 ratio for technical merit and price, respectively. The Combined score will be calculated as follow:

	Bidder 1	Bidder 2	Bidder 3	Bidder 4	Bidder 5
Technical Rating	56 points	52 points	64 points	--	--
Price Rating	16.4 points	20.0 points	--	--	--
Combined Rating	72.4 points	72.0 points	--	--	--
Rank	1st	2nd	--	--	--

NOTE: The Evaluation Committee will recommend contacting the Bidder with the highest total score for the provision of required services. In the case of a tie, the Bidder submitting the lower price for the services will be selected.

4.3 Submission Requirements – Checklist

The following list of documents and forms is provided with the intention of assisting the Bidder in ensuring a complete submission. The Bidder is responsible for meeting all submission requirements.

Documents to provide:

- Bidder Identification (Appendix 1), completed and signed (one (1) copy);
- Certifications/declarations/integrity forms (Appendix 2), completed and signed (one (1) copy)
- Technical Proposal – submit one (1) original and four (4) copies
- Price Proposal – in a separate envelope identified: PRICE PROPOSAL, submit one (1) copy of Annex B.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Bidder Identification

Bidder must complete, sign and submit one (1) copy of Appendix 1 – Bidder Identification

5.2.2 Certifications/Declaration Forms

Bidder must complete, sign and submit one (1) copy of Appendix 2 – Certifications and Declaration.

5.2.3 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

See the List of Administrators/Owners of Appendix 3 – Certifications and declaration.

5.2.4 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/canada/esdc/labour's/website/https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.5 Former Public Servant

See Appendix 3.

5.2.6 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.7 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

5.2.8 Licensing, Certification or Authorization

The individuals named in an Engineer position must 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 province of Quebec.

PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

The contract contains no security requirement

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

7.1.1 Optional Services

The Contractor grants to Canada the irrevocable options to acquire services of Phase 2 Construction & Commissioning and services of Phase 3 – Dismantling & Site Remediation under the same conditions and at the rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.1.2 Task Authorization

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

7.1.2.1 Task Authorization Process

7.1.2.1.1 Task Authorization up to a \$65,000.00 limit (including applicable taxes)

The Technical Authority will provide the Contractor with a description of the task using the Task Authorization form specified in Annex D.

The Task Authorization (TA) will contain the 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 bases and methods of payment as specified in the Contract.

The Contractor must provide the Technical Authority, within three (3) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

The Contractor must not commence work until a TA authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.1.2 Task Authorization above a \$65,000.00 limit (including applicable taxes)

The Technical Authority will provide the Contractor with a description of the task using the Task Authorization form specified in Annex D.

The Task Authorization (TA) will contain the 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 bases and methods of payment as specified in the Contract.

The Contractor must provide the Technical Authority, within five (5) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

The Contractor must not commence work until a TA authorized by the Technical Authority **AND** the Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.2 Task Authorization Limit

The Technical Authority may authorize individual task authorizations up to a limit of **\$65,000.00**, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Technical Authority and Contracting Authority before issuance.

7.1.2.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,
"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means **\$500,000.00 (applicable taxes extra)**.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract up to five year after the contract award date.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Frédéric Hamann
Organization: Public Works and Government Services Canada
Acquisitions Branch
Address: 1550, d'Estimauville Avenue
Quebec City (Quebec)
G1J 0C7

Telephone: 418-929-6277
Facsimile: 418-648-2209
E-mail: frederic.hamann@psgc-pwgsc.gc.ca

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

7.5.2 Technical Authority

The Technical Authority for the Contract is:

(will be specified at contract award)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
Email: _____

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Contractor's Key Personnel

The Contractor's Key Personnel (the specific individuals as per paragraph 08 « Replacement of specific individuals » of General Conditions 2035) are:

Project Manager:	_____
Civil Engineer (Railway):	_____
Estimator:	_____
Environmental Specialist:	_____
Bridge & Structural Engineer (Railway and Road):	_____

(will be specified at contract award)

7.6 Language Requirements

1. The Contractor must be structured so that the services described in the Statement of Work may be provided in both official languages of Canada at the option of each party involved.
2. Among the key personnel, the Project Manager, the Railway Civil Engineer and the contractor's Environmental Specialist must be fluent in both official languages (French and English). These individuals must be able to chair meetings, write minutes, attend or organize consultations with stakeholders and the public, prepare technical and non-technical reports, and perform other necessary tasks in both official languages.
3. The Contractor's team must ensure that services provided in either official language are of professional quality.

7.7 Conflicts of interest

1. The contractor and the subcontractors named in the contract cannot provide, individually or through a joint venture, directly or indirectly to any private company notices or information on the work related to the LMB project.
2. The contractor and subcontractors named in the contract will not be allowed to perform the Independent Engineer services for the LMB project.
3. The contractor and subcontractors named in the contract will not be allowed to perform the Project Owner Engineer services for the LMB project.
4. The contractor and subcontractors named in the contract will not be allowed to perform the construction services for the LMB project.
5. The Contractor must ensure that no conflict of interest arises between its obligations under this Contract and those of the Independent Engineer or the Client's Engineer and any subject to which the Contractor is could be directly or indirectly interested. The Contractor must notify the Contracting Authority as soon as it becomes aware of an actual or apparent conflict of interest.
6. If a conflict of interest occurs during the term of the contract, the terms and conditions set out in sections 28 (Suspension of Work) and 29 (Default by the Contractor) of General Conditions 2035 will apply.

7.8 Non-disclosure Agreement

The Contractor must obtain from its employees or subcontractors the completed and signed non-disclosure agreement, attached at Annex C, and provide it to the Technical Authority before they are given access to information by or on behalf of Canada in connection with the Work.

7.9 Payment

7.9.1 Basis of Payment

One of the following Basis of payment will be part of the approved task authorization (TA). The price of the task will be established according to the Basis of Payment in Annex B.

(i) **For the Work provided under a Task Authorization subject to a Firm Price:**

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid a firm price in accordance with the basis of payment, in Annex B, as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

(ii) **For the Work provided under a Task Authorization subject to a Ceiling Price:**

The Contractor will be reimbursed its costs reasonably and properly incurred in the performance of the Work, plus a profit, as determined in accordance with the Basis of Payment in Annex B, to the ceiling price specified in the approved TA. Customs duties are included and Applicable Taxes are extra.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority, before their incorporation into the Work.

Ceiling price: A ceiling price is the maximum amount of money that may be paid to a contractor. By establishing a ceiling price, the contractor must fulfill all of its contractual obligations relative to the work to which this basis of payment applies without additional payment whether or not the actual costs incurred exceed the ceiling price.

(iii) **For the Work provided under a Task Authorization subject to a Limitation of Expenditure:**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's liability to the Contractor under the authorized TA being exceeded before obtaining the written approval of the Contracting Authority.

(iv) Travel and Living Expenses:

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Technical Authority.

7.9.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of **\$620,000.00**. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.

4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.9.3 Method of Payment

7.9.3.1 Payments will be made not more frequently than once a month.

7.9.3.2 Depending on the method of payment specified in the applicable TA, one of the following methods of payment clauses will apply.

7.9.3.2.1 Single Payment (For a Firm Price TA, for a TA subject to a Limitation of Expenditure or a Ceiling Price)

Canada will pay the Contractor upon completion and delivery of the Work associated with the Task Authorization in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete claim for payment using PWGSC-TPSGC 1111, Claim for Progress Payment (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>) and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work delivered has been accepted by Canada.

7.9.3.2.2 Milestone Payments (For a Firm Price TA)

For any task authorization issued under the Contract that includes a schedule of milestone payments to be made once specific portions of the work have been completed and accepted, Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Task Authorization and the payment provisions of the Contract if:

- (a) an accurate and complete claim for milestone payment using PWGSC-TPSGC 1111, Claim for Progress Payment, (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>) and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
- (c) all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

7.9.3.2.3 Progress Payments (For a TA subject to a Limitation of Expenditure or a Ceiling Price)

- (a) Canada will make progress payments in accordance with the payment provisions of the Task Authorization and the Contract, no more than once a month, for costs incurred in the performance of the Work up to 90 percent of the amount claimed and approved by Canada if:
 - (i) an accurate and complete claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>), and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (ii) the amount claimed is in accordance with the Basis of Payment and the Task Authorization;

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- (iii) the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Task Authorization.
 - (iv) all certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives.
- (b) The balance of the amount payable will be paid in accordance with the payment provisions of the Task Authorization and the Contract upon completion and delivery of all work required under the Task Authorization if the Work has been accepted by Canada and a final claim for the payment is submitted.
- (c) Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the right to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

7.9.4 T1204 – Direct Request by Customer Department

1. Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
2. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

7.9.5 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.10 Invoicing Instructions

1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111 (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>).

Each claim must show:

- a) all information required on form PWGSC-TPSGC 1111;
 - b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
 - c) the Task Authorization (TA) number;
 - d) the description of the milestone invoiced, as applicable.
2. For Firm Price portion of the work, and TAs subject to a Limitation of Expenditure or a Ceiling Price, each invoice must be supported by:

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- a) a list of all expenses, in accordance with the TA;
 - b) a copy of time sheets to support the time claimed;
 - c) a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
 - d) a copy of the monthly progress report.
3. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
 4. The Contractor must prepare and certify one original of the claim on form PWGSC- TPSGC 1111, and forward to the address below for certification.

QueReclamation.QueClaim@tpsgc-pwgsc.gc.ca

The Contracting Authority will then forward the original of the claim to the Technical Authority for appropriate certification after inspection and acceptance of the Work takes place, and onward submission to the Payment Office for the remaining certification and payment.

5. The Contractor must not submit claims until all work identified in the claim is completed.

7.11 Progress Report

1. The Contractor must provide monthly progress report.
2. The monthly progress report must be submitted in electronic format to the Contracting Authority and the Technical Authority no later than ten (10) calendar days after the end of the reporting month.
3. The monthly progress report must contain two (2) parts:

PART 1: PROJECT PROGRESS

The Contractor must answer the following questions concisely but in sufficient detail to evaluate the progress of the project:

- (i) Is the LMB project on schedule?
- (ii) Is the LMB project on budget?
- (iii) Are the current and projected total amounts of fees and expenses in line with the budget?
- (iv) Is the LMB project free of any areas of concern in which the assistance or guidance of Canada may be required?

Each negative response must be supported with an explanation.

PART 2: TASK AUTHORIZATIONS

A description of the approved Task Authorizations (TAs) that contains, for each authorized TA:

- (i) The authorized TA number or TA revision number (if applicable);
- (ii) A title or a brief description of each authorized TA;
- (iii) The total estimated cost specified in each TA (exclusive of applicable taxes);
- (iv) The total amount expended to date against each TA (exclusive of applicable taxes);
- (v) The start and completion date for each TA; and
- (vi) A brief description of the progress (and percentage of completion) of each authorized TA.

In addition, the report should contain the following information on all authorized TAs:

- (vii) The amount of Canada's total liability to the Contractor for all authorized TAs (excluding applicable taxes); and

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- (viii) The total amount expended to date against all authorized TAs (exclusive of Applicable Taxes).

7.12 Certifications and Additional Information

7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.12.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.13 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*will be specified at contract award*).

7.14 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the 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) the Articles of Agreement;
- b) the general conditions 2035 (2018-06-21) General Conditions – Higher Complexity Services;
- c) Annex A – Statement of Work;
- d) Annex B – Basis of Payment;
- e) Annex C – Non-disclosure Agreement;
- f) Annex D – Form PWGSC-TPSGC 572 Task Authorization;
- g) the signed Task Authorizations (including all of its annexes, if any); and
- h) the Contractor's bid dated _____ (*will be specified at contract award*).

7.15 Insurance Requirements

7.15.1 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in paragraph 7.15.2 and 7.15.3. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.15.2 Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.

2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

3. The following endorsement must be included:

Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

7.15.3 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

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- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - m. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

7.16 Certifications – Contract

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.17 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

ANNEX A – STATEMENT OF WORK

STATEMENT OF WORK CROWN ENGINEER

Engineering and advisory services

RAILWAY BYPASS PROJECT LAC-MÉGANTIC, QUEBEC

PROJECT No. R.104489.001

**April, 2020
Rev: 0**



1 DEFINITIONS/ABBREVIATIONS

The following abbreviations and terms used in this reference document have the following meanings:

PPR	Final Preliminary Project Report
AREMA	American Railway Engineering and Maintenance-of-Way Association
BAPE	Le Bureau d'audiences publiques sur l'environnement
Canada	Her Majesty the Queen in Right of Canada as represented by Transport Canada
CMQR	Central Maine & Quebec Railway, a wholly owned subsidiary of CP
CP	Canadian Pacific Railway
WP	Work Provider (CMQR)
CE	Crown Engineer
OE	CMQR engineer, appointed by CMQR. Also called the Owner Engineer
IE	Appointed independent engineer, impartial to all parties involved in the project
LMB	Lac-Mégantic Bypass
OIQ	Ordre des Ingénieurs du Québec
MP	Mile point
LMB project	Lac-Mégantic Bypass project
GQ	Government of Quebec
ROR	Canadian Rail Operating Rules
ABS	Automatic Block Signalling
CTC signalling	Centralized Traffic Control signalling
TC	Transport Canada

2 HISTORY

On July 6, 2013, a train carrying crude oil derailed in downtown Lac-Mégantic, Quebec, causing an explosion and fire that killed 47 people and destroyed most of the downtown area.

Following the derailment, the city council introduced a resolution calling on the federal and provincial governments to require the Montreal, Maine and Atlantic Railway (MMA) (now Central Maine and Quebec Railway, or CMQR), which owned the railway at the time, to move its rail lines away from the city centre.

A feasibility study for the rail bypass project evaluated five options including maintaining the status quo, improving existing infrastructure (existing infrastructure with noise barriers), as well as three route options for a rail bypass on the outskirts of the city.

Following the analyses performed during the initial feasibility study, AECOM recommended a route, a 12.8 km rail bypass, with an estimated total cost of \$133 million.

In May 2018, the Government of Canada signed an agreement in principle that CMQR would become the project promoter, owner and operator of the new rail infrastructure. The agreement in principle also states that CMQR will be responsible for the construction of the railway bypass and that the federal and provincial governments will be responsible for all project costs.

3 REQUIREMENTS

On May 11, 2018, Prime Minister Justin Trudeau and Premier Philippe Couillard announced funding for the construction of a 12.8 km rail bypass around the city, with a preliminary estimated cost of \$133 million and an expected completion date of 2022.

In addition to the construction of the bypass, the entire LMB project will include assorted complementary work such as the construction of engineering structures, culverts and public and private crossings. The project also includes the dismantling and decontamination, if necessary, of the old main track between MP 113.4 of the Moosehead subdivision of the municipality of Nantes and MP 3.01 of the Sherbrooke subdivision in the municipality of Frontenac.

CMQR, with the support of the engineer it will hire (hereinafter referred to as the "Owner Engineer"), is responsible for the design, construction and execution of the entire LMB project.

Transport Canada (hereinafter referred to as "Canada") wishes to use the services of a Crown engineering firm to assist it in carrying out its responsibilities to protect Canada's interests.

The Crown Engineer will directly assist Transport Canada by providing technical consulting services during the planning and design phase of the bypass. This contract also includes contractual options for similar types of services for subsequent phases (Phase 2 - construction and commissioning and Phase 3 - decommissioning and site remediation). Services include project management support, technical engineering support, assistance in the coordination of other related projects, and other necessary tasks as determined by Canada.

It should be noted that the Crown Engineer will be working in a predominantly Francophone environment but will also be required to work in English. For that reason, some of the contractor's resources (project manager, railway civil engineer and environmental specialist) will be subject to language requirements. These resources must be fluent in French and English, both written and spoken. They may be called upon to make general and technical presentations and answer questions before the general public at various meetings in either language.

4 CONTEXT

4.1 General

Lac-Mégantic is located in the Estrie region, about 250 km east of Montreal. The 12.4 km bypass will allow the railway to go around downtown Lac-Mégantic. The proposed cost of the project is estimated at \$133 million.



The bypass will start west of the municipality of Nantes and cross the Chaudière River, run parallel to the existing tracks in the Lac-Mégantic industrial section, then end at the intersection of roads 161 and 264 in Frontenac.

The LMB project includes the following key components:

- Construction of the new bypass, approximately 12.4 km long;
- Construction of new civil engineering structures;
- Construction of public and private level crossings;
- Construction of switches, siding, junctions and a yard;
- Installation of approximately 24 culverts;
- Installation of railway signalling and other related work;
- Complete dismantling of the old railway line over approximately 12 km, including different tracks in downtown Lac-Mégantic

4.2 Significant constraints and challenges

- The project will be using a multiple funding approach and many stakeholders are involved in each phase.
- Time is critical and it is essential to be ready as soon as possible, especially once project design begins.
- It is CMQR's responsibility to design and build the LMB project. In this context, Transport Canada may face several requests from stakeholders and will need to be advised on various aspects, including technical aspects related to the project itself or any modifications to the project.
- Given the post-tragedy context, the LMB project has significant social, media and political sensitivity.

4.3 Components of the LMB

The key components are briefly described below. Further details are available in the Report - Phase 1B - Preliminary Draft (PD). Apart from the dismantling of the old main track and its components, all key components of the project must be completed for the LMB to be commissioned.

4.3.1 Lac-Mégantic Bypass

The project includes the construction of a railway bypass, approximately 12.8 kilometres long, overlooking the Chaudière River. The connection point on the east side is located at MP 113.4 of the Moosehead subdivision in the municipality of Nantes. The connection point to the existing track on the west side is located at MP 3.01 of the Sherbrooke subdivision in the municipality of Frontenac. The track will be built with 115 lb continuous welded rail. The sleepers (ties) will be 2.59 m (8' 6") long with a ballast thickness of 305 mm (12").

4.3.2 Civil engineering structures

New civil engineering structures will be required, including:

- Rail bridge overlooking the Chaudière River
- Highway 204 road bridge
- Prefabricated road bridge on 3e Rang

The new structures described above may change, and layering work is planned.

4.3.3 Construction of public and private level crossings

The main public level crossings to be built are as follows:

- Wolfe St.
- Villeneuve St.
- Pie-XI St.
- 10e Rang
- Route 161

The construction of private level crossings is also to be planned. It is important to note that the list above may change during the project.

4.3.4 Construction of switches, siding and junctions

- Construction of switches
- Construction of a marshalling yard
- Construction of siding and/or junctions

4.3.5 Installation of approximately 24 culverts

- Installation of approximately 24 pre-made culverts

4.3.6 Installation of railway signalling and other related work

- Railway signalling is to be included in the project
- Coordination of public services

4.3.7 Dismantling

Dismantling of the entire former railway line, including, but not limited to: bridges and culverts, signalling, crossings, main and secondary track, switches and site remediation, including decontamination of the site according to identified criteria.

4.4 Project zone

A graphical representation of the project area is available (9 drawings) as an electronic appendix to the request for proposal.

5 ROLE OF THE CROWN ENGINEER

Canada plans to use professional services, mainly in railway engineering, geotechnics, civil engineering and environmental infrastructures, as part of the Lac-Mégantic rail bypass project.

In addition to helping Canada meet its obligations, the Crown Engineer will also have to support Canada in a more technical manner during each phase of the project. The nature of the services requires a range of skills to support Canada. Depending on Canada's needs, the services required from the Crown Engineer could require a range of expertise, including in project management, railway and other infrastructure design and construction, schedule planning and monitoring, cost estimation, quality control and information/document management.

Unlike the Independent Engineer and the Owner Engineer, the Crown Engineer reports exclusively to Canada. In addition to achieving the project objectives, the Crown Engineer will perform various roles aimed at protecting Canada's interests as they relate to the LMB project. They will serve as a technical advisor to Canada; they will assist Canada in fulfilling its obligations under the LMB project. Working for Canada, the Crown Engineer will provide technical advice throughout the project. They will also perform other tasks requested by Canada throughout the contract for the design, construction, commissioning, decommissioning and remediation of project sites.

The Crown Engineer will provide advice on the project's regulatory, environmental and safety compliance. In addition, the Crown Engineer will review the technical documents to determine if the specifications meet Canada's objectives, i.e. to support the community with safe, design-compliant, sustainable and value-based rail system solutions.

The Crown Engineer's contract is mainly to provide technical support, as well as management and coordination support, for the LMB project. The detailed tasks are described in Section 9 *Scope of Work*, while Section 13 *Required Resources* refers to the qualifications that some of the Crown Engineer's resources will need to carry out their tasks.

The main contact for the Crown Engineer will be CMQR (the work provider). However, since the CMQR is now a wholly owned subsidiary of CP, the Crown Engineer may have to interact with representatives of CP, including its engineers.

6 ROLE OF THE INDEPENDENT ENGINEER

The services of an Independent Engineer may be retained to support the LMB project. This engineer will be independent, meaning that they will not represent any one party, and will need to act independently and fairly towards all parties within the limits of their contract. Their role will be to certify the compliance and mutual obligations of each party.

Please note that the contract of the Independent Engineer is not part of this RFP and will be appointed/mandated by an entity to be determined.

7 ROLE OF THE OWNER ENGINEER

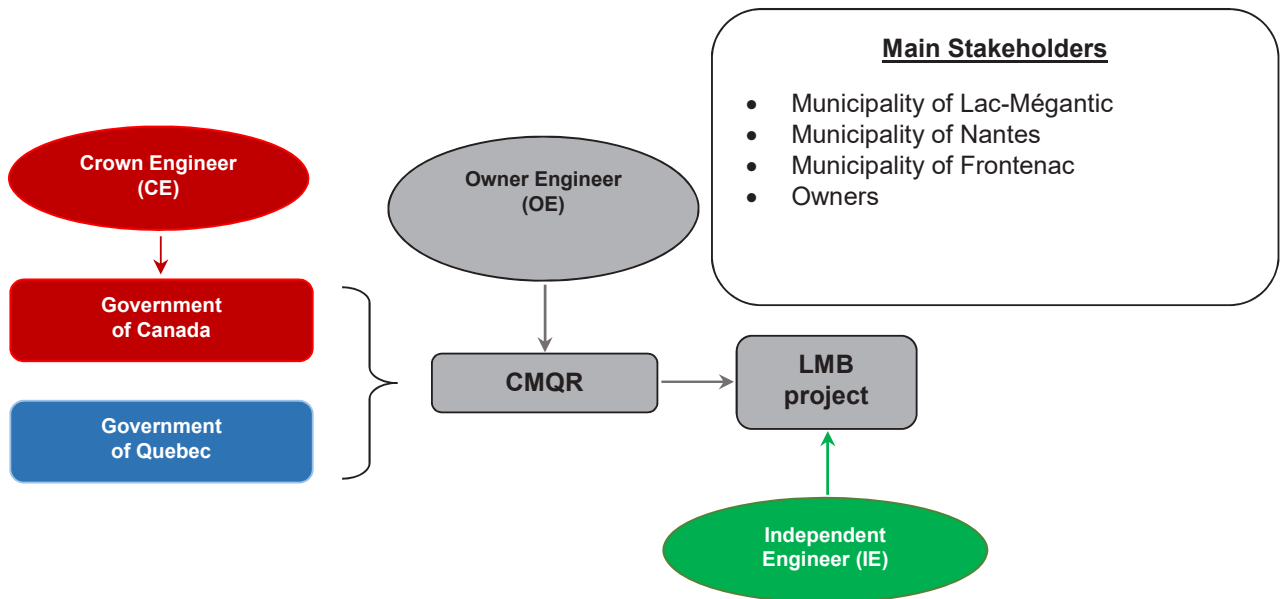
Central Maine & Quebec Railway (CMQR) owns and operates the existing railway. They will be the proponent of the project, which includes the planning, design and construction of the Lac-Mégantic bypass. Once the bypass is completed, CMQR will become the owner of the new railway.

With this in mind, CMQR will appoint an engineer who will report directly to them and who will be under its responsibility. The Owner Engineer will be responsible for the design of the entire rail bypass project and the preparation of plans and specifications for bidding and construction. The Owner Engineer will also be responsible for supervising the work on behalf of CMQR, following engineering and industry best practices during construction. The Owner Engineer will also assist the CMQR in fulfilling its contractual obligations by providing technical advice. The details of the Owner Engineer's contract have not yet been determined, but they will be similar to a normal and standard design and monitoring contract for the industry.

The Owner Engineer will be appointed by CMQR and is not part of this mandate.

8 GOVERNANCE

The services of the Crown Engineer are required to protect Canada's interests as they relate to the project. The Crown Engineer will report directly to Canada. A TC-PSPC Steering Committee may be established to manage the contract. Transport Canada reserves the right to appoint a PSPC officer to represent it to the contractor based on the specific needs of the project.



8.1 Monitoring

A management committee may be established. The committee will be composed of representatives from Canada and some stakeholders. One of the committee's objectives will be to monitor the progress of the project and changes to costs, in addition to ensuring compliance with the terms and conditions of the project's agreements. The Crown Engineer may be invited to attend meetings and present their recommendations and/or conclusions in relation to the costs of the project.

During the construction and dismantling phase, the Crown Engineer will be asked, at Canada's request, to conduct site visits and participate in site and coordination meetings.

9 SCOPE OF THE WORK

The Crown Engineer will advise Canada and protect its interests by ensuring that the planning and design of the rail bypass meets regulatory and safety requirements. The Crown Engineer will also assist Canada in managing the financial aspect of the project by ensuring that the design of the LMB remains within the funding envelope and that construction costs are fair, reasonable and representative of the proposed work.

The Crown Engineer is expected to work closely with Canada throughout the design, construction, dismantling and remediation phases of the sites. This includes monitoring project work (by liaising with Canada, project stakeholders, stakeholders, CMQR and the Owner Engineer) at all stages of the project, i.e. during detailed design, mobilization, preparatory work, prefabrication, construction, commissioning, quality assurance and quality control processes. The Crown Engineer will also be asked to assist Canada by providing technical advice on project issues, such as third-party issues, utilities, coordination with other construction work or with work in the vicinity of the site and other government agencies. Some of these services will be provided at Canada's request.

The contract includes a number of specific technical advisory and review tasks, in addition to the general auditing and inspection tasks required to ensure the successful completion of an infrastructure project of this size and complexity. Specific technical activities, for the Canada, which will be performed through task authorization, include, but are not limited to:

- Reviewing and commenting on all relevant documents produced by CMQR and/or the Owner Engineer, including design and specifications, and indicating whether these documents meet project, budget, safety, environmental and regulatory requirements;
- Reviewing and commenting on all relevant documents related to the LMB project, including contract documents and related reference documents, technical data, warranties and the Owner Engineer's technical proposal;
- Reviewing and commenting on all design documents submitted by CMQR and/or the Owner Engineer during each phase to ensure that Canada meets its obligations and objectives;
- Reviewing the plans and specifications issued by CMQR and/or the Owner Engineer, providing comments and asking relevant questions related to the achievement of Canada's objectives;
- Reviewing and commenting on all design proposals to ensure that Canada's budget, obligations and objectives are met;
- Ensuring optimal design and controlling over-sizing of structures the project's elements and equipment;
- Performing on-site audits of construction activities to ensure that Canada's interests are protected;
- Reviewing and commenting on proposals from CMQR and/or the Owner Engineer to improve the technical requirements and helping Canada determine whether the proposals should be included in the project;
- Participate in public consultations, meetings and town hall meetings.
- Participating in project meetings as required, including meetings with stakeholders;
- Advising on issues related to the scope and costs of the project, i.e., whether costs are consistent with the proposed work and industry standard practices;
- Assisting Canada in the level of stakeholder engagement.
- At Canada's request, revise or produce meeting minutes.
- Verifying and reviewing the implementation of all plans, manuals and programs to ensure compliance;
- Reviewing and commenting on quality assurance and quality control during the design, construction, dismantling and remediation of individual sites;
- Reviewing the changes proposed, during design or construction, by CMQR and/or the Owner Engineer to determine whether they should be adopted by Canada for the LMB project;
- Verifying and questioning any aspects of the work that do not comply or that do appear to deviate from technical or other requirements related to final design, recommended industry practice (best practice) and/or health and safety and/or other applicable laws or regulations (including environmental protection);
- Presenting the results of document reviews to Canada in a timely manner;
- Monitoring project costs and schedule on a regular basis and providing Canada with periodic follow-up reports, either every 3 weeks or more frequently if significant deviations from Canada's requirements are identified, or at any time when requested by Canada.

This contract is divided into 3 phases, **INCLUDING 2 OPTIONAL PHASES:**

- Phase 1 - Planning and design
The planning and design phase will last from the granting of this contract until the CMQR construction contract is awarded.
- Phase 2 - Construction and commissioning (**OPTION 1**)
The construction and commissioning phase will begin as soon as the CMQR construction contract is awarded and will continue for three (3) months after the new bypass is commissioned.
- Phase 3 - Site dismantling and remediation (**OPTION 2**)

The dismantling and site remediation phase will begin as soon as the new bypass is commissioned and will continue until the sites are remediated. This phase also includes site decontamination, if necessary.

9.1 Tasks

The services performed by the Crown Engineer will be specified through task authorizations and include, but are not limited to, the following activities:

9.1.1 Phase 1 - Planning and design

1. Reviewing and commenting on project documents (preparatory work file, preliminary design file, plans and specifications, etc.);
2. Reviewing and commenting on the design of the main preparatory work and producing a report on the subject;
3. Reviewing and commenting on all relevant documents produced by CMQR and/or the Owner Engineer, including design and specification documents, and indicating whether these documents meet project, budget, safety and regulatory requirements;
4. Reviewing and commenting, as required and at Canada's request, on the Independent Engineer's reports and findings, indicating their agreement/disagreement and providing additional observations, if necessary;
5. Reviewing costs and providing an opinion on whether the proposed work is compliant and meets industry standards;
6. Providing other advice and technical assistance as needed;
7. Supporting Canada at meetings related to the project;
8. At Canada's request, revise or produce meeting minutes.
9. Assisting Canada during selected meetings with third parties involving private, municipal, provincial and federal organizations or any other stakeholders;
10. Monitoring the implementation of changes to the scope of design work that have been authorized by Canada;
11. Informing Canada and providing technical advice, as well as a general assessment of proposed equivalents or modifications by CMQR and/or the Owner Engineer;
12. Providing technical comments, technical advice and a general assessment of change requests made by CMQR and/or the Owner Engineer as required by the LMB project;
13. Reviewing the Bureau d'audiences publiques sur l'environnement (BAPE) report and indicating whether the recommendations have been integrated into the project's planning and design;
14. Examine the decree and other requirements of the Government of Quebec and indicate if the recommendations have been incorporated into planning and design.
15. Identifying "non-conformity" with Canada's objectives (budget, safety, impact on stakeholders, environment, regulations, etc.);
16. Providing other advice and technical assistance as needed;
17. More specifically, during Phase 1, the Crown Engineer's professional services should include, but not be limited to, the following:
 - a) Checking with CMQR and/or the Owner Engineer to ensure optimal project design by controlling oversizing;
 - b) Performing reviews at various design stages (33%, 66% and 100%);
 - c) Reviewing final design reports and drawings;
 - d) Reviewing the Independent Engineer's reports, observations, opinions and suggestions on each of the reports and drawings submitted, as set out above;

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- e) Performing a technical assessment of the relevance of the reports, taking into account the comments, observations and recommendations resulting from the IE's review;
 - f) Reviewing the documents as part of the quality assurance process to determine whether the proposed quality assurance system and its application meet the requirements of the contract and the needs of the LMB project;
 - g) At Canada's request, participating in on-site meetings and meetings related to design and build management, specific technical aspects or pre-established audit schedules, all while respecting each party's specific roles and responsibilities. However, the Crown Engineer may attend some meetings by telephone or videoconference, if necessary;
 - h) At Canada's request or according to pre-established inspection schedules, visiting the site to verify whether the design of the project is compatible with the conditions on the site and, if this is not the case, notifying Canada and providing explanations to justify the proposed design adjustments without compromising the quality of the work;
 - i) Advising Canada on all matters relating to the design of the work;
 - j) Reviewing the schedule and providing an opinion on its feasibility given the scope of the work to be done;
 - k) Reviewing and providing a report on the billing of CMQR fees;
 - l) Assisting Canada in meetings with the CMQR, the Owner Engineer and/or the contractor mandated for the work.

9.1.2 Phase 2 - Construction and commissioning (OPTIONAL)

1. Reviewing and commenting on all reports from CMQR, the Owner Engineer and/or the contractor;
2. Reviewing and commenting on all certifications and attestations from CMQR and/or the Owner Engineer (payment certificates, certificates of completion, etc.);
3. Assisting Canada at meetings related to the LMB project;
4. Assisting Canada during some meetings with third parties involving private, municipal, provincial and federal organizations or any other stakeholders;
5. Helping Canada evaluate changes proposed by other parties (stakeholders), if applicable;
6. Participating in the evaluation of change requests from CMQR and/or the Owner Engineer or the contractor in charge of the work;
7. Monitoring additional work that is beyond the scope of the project (if applicable);
8. Monitoring the implementation of changes to the scope of construction work authorized by Canada;
9. Assisting Canada in the resolution of conflicts and disputes;
10. Performing occasional on-site audits. The frequency and extent of audits should be adjusted based on observations and deficiencies identified;
11. Performing occasional audits in plants or locations where pre-made items are built;
12. Providing other advice and technical assistance as needed;
13. Helping Canada implement the project's audit system and identifying deficiencies;
14. Helping Canada collect copies of "as built"/"as executed" files for independent archiving;
15. Helping Canada evaluate the entire project prior to transfer to CMQR to ensure that it is free of issues and deficiencies;
16. Performing some monitoring during work to ensure that it aligns with the design and with best practices;
17. Providing other advice and technical assistance as needed.

9.1.3 Phase 3 - Site dismantling and remediation (OPTIONAL)

1. All tasks listed in Article 9.1.2. but applied to Phase 3;
2. Providing other advice and technical assistance as needed.

9.1.4 Other specific tasks that may be performed during phases 1 to 3:

9.1.4.1 Environment:

1. Reviewing the Bureau d'audiences publiques sur l'environnement (BAPE) report and indicating whether the recommendations have been integrated into the project's planning and design;
2. Examine the MELCC decree and certificates of authorization and indicate whether the recommendations have been incorporated into planning and design.
3. Producing audit reports for CMQR's environmental monitoring process, covering, among others:
 - a) Noise levels;
 - b) Vibrations;
 - c) Air quality;
 - d) Surface water quality;
 - e) Process of managing and/or treating water discharged from construction works such as excavations and cofferdams;
 - f) Protection of shorelines and wetlands;
 - g) Protection of fish and fish habitat, including flows, suspended solids and other parameters, preservation of migration corridors, and compliance with any additional requirements identified in the licence issued by Fisheries and Oceans Canada;
 - h) Protection of birds and habitats, including nesting periods, preservation of migration corridors, and compliance with any additional requirements identified in the permit issued by Environment and Climate Change Canada and in the MELCC certificates of authorization;
 - i) Isolation, movement and collection of contaminated soils and wastes on- or off-site, including characterization of materials and reporting on on-site accumulation or off-site disposal of materials; and
 - j) Recovery of contaminated soil and waste, in particular any volume of contaminated soil or waste that exceeds established thresholds/limits (if applicable), resulting in the use of cost-sharing mechanisms for excessive volumes of contaminated soil.
4. Calculating and tracking areas affected temporarily or by permanent fish habitat loss, by habitat type;
5. Assisting Canada in handling complaints from residents and third parties related to the environment;
6. Monitoring contaminated soils, if necessary;
7. Reviewing and commenting on all reports related to contamination, if any;
8. Providing other advice and technical assistance as needed.

Notice to the Crown Engineer: Although the CMQR and/or the Owner Engineer must perform detailed environmental monitoring themselves, Canada may have to perform its own audits to ensure that the environment is adequately protected and to meet the community's expectations.

9.1.4.2 Geotechnics:

1. Producing various reports, some of which may be used to:
 - a) Document the extent to which the geotechnical study conducted by Canada and submitted to the project as "technical data" resembles or differs from the actual geotechnical conditions observed at the site or during geotechnical investigations conducted by the project's test laboratory;
 - b) Document groundwater levels and flows.
2. Providing other advice and technical assistance as needed.

9.1.4.3 Evaluation committees:

1. Participating in evaluation committees created by Canada to evaluate technical proposals received by the Owner Engineer and/or CMQR. One or more individuals may be required for each area of specialization (bridge design, railway design, environment, signage, utilities or other). This process involves:
 - a) Reviewing documents before receiving technical proposals;
 - b) Examining and reviewing individual technical proposals;
 - c) Mutual review with other committee members;
 - d) Establishing a detailed list of technical irregularities.
2. Providing other advice and technical assistance as needed.

9.1.4.4 Conflict resolution:

1. Representing Canada's interests in any dispute resolution process, as provided for in the agreement between CMQR and Canada, including:
 - a) Reviewing relevant documents;
 - b) Attending relevant meetings;
 - c) Facilitating discussions with stakeholders;
 - d) Performing a cost analysis, upon request.
2. Providing other advice and technical assistance as needed.

9.2 Deliverables

Deliverables will generally take the form of reports, notes, tables, diagrams, sketches, plans, studies, presentations and revised/annotated documents.

These deliverables must be provided to Canada in an appropriate electronic format, generally in the following formats (but not limited to said formats):

- Documents (plans, specifications, tables, reports, notes, studies, etc.) must be submitted electronically in their original formats (.DWG, .MPP, .DOCX, .XLSX, .PPTX) and in PDF format.
- The Crown Engineer must also provide a copy of the drawing files (diagrams, sketches, plans) in DWG format, latest version.
- The content of the electronic files will be verified before final fees are paid, in accordance with the PWGSC CAD drawing preparation standard.
- Timelines must be presented in the form of a Gantt chart in original MS Project electronic format and in PDF format.

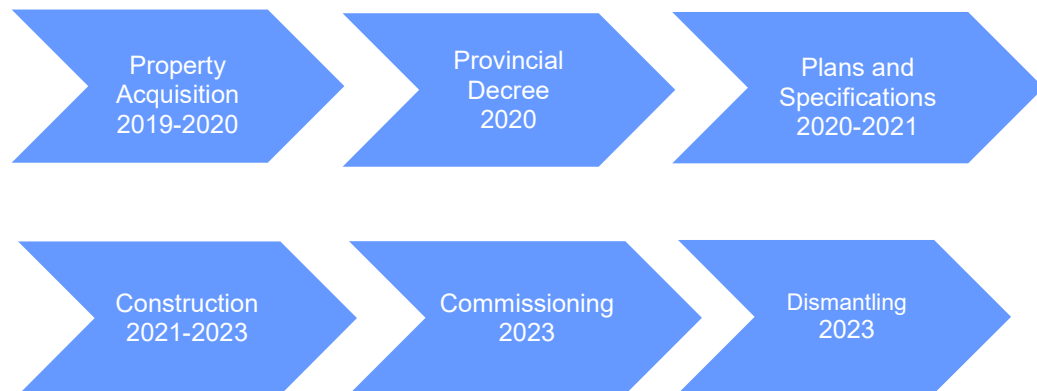
- All deliverables must be provided in French.
- At Canada's request, some deliverables will need to be produced in both official languages.

10 LIST OF REFERENCE DOCUMENTS AVAILABLE FOR CONSULTATION

REFERENCE DOCUMENTATION		
1.	Report - Phase 1B - Preliminary Design (PD): 1B.1 Work Plan 1B.2 Risk workshop 2 1B.3 Preliminary Design (PD) 1B.4 Safety audit 1B.5 Environmental Impact Assessment (EIA) 1B.6 Risk workshops 3 1B.7 PD Synthesis and EIA Synthesis 1B.9 Improved Status Quo Scenario (draft)	http://www.ville.lac-megantic.qc.ca/publications/la-voie-de-contournement-ferroviaire/
2.	News- New rail bypass to support recovery and reconstruction in Lac-Mégantic:	https://pm.gc.ca/en/news/news-releases/2018/05/11/new-rail-bypass-support-recovery-and-reconstruction-lac-megantic
3.	Transport Canada - Lac-Mégantic Bypass - Contribution from the Government of Canada	https://www.tc.gc.ca/eng/lac-megantic-bypass.html
4.	ROR - Canadian Rail Operating Rules	https://www.tc.gc.ca/eng/railsafety/rules-tco167.htm

11 LMB PROJECT SCHEDULE

The main schedule of the LMB project, as of the publication of the request for proposal, is presented below:



Project milestones: the LMB project milestones are summarized below:

Milestone	Approximate dates, subject to change
Geotechnical study by Canada	Fall 2018/Winter 2019 (completed)
Environmental public hearing process	June to October 2019 (completed)
BAPE report	October 2019 (completed)
Property acquisition process	2019-2020 (in progress)
Final Preliminary Project Report (PPR) "Phase 2"	Spring 2020
Provincial decree	Spring 2020
Start of design by CMQR	2020-2021
Construction of the LMB	2021-2023
Commissioning of the LMB	2023
Dismantling and remediation of the old railway track and other related infrastructure	2023

12 REQUIRED RESOURCES

12.1 General

As mentioned in Section 6, an Independent Engineer may be retained for the LMB project. The manner in which the Independent Engineer performs their work may overlap with or otherwise influence the role of the Crown Engineer. Canada wishes to avoid unnecessary duplication of effort. Therefore, the Crown Engineer's mandate should be flexible and allow for some adjustments when determining how their services are provided to Canada. To the extent that it relates to the provision of professional resources, the performance of the Crown Engineer's duties should generally include, but not be limited to, the resource requirements identified below.

The Crown Engineer's Project Manager must be easily reachable so that Canada can communicate with them.

The project manager must be available by email and telephone from 8 am to 5 pm local time, Monday to Friday, except on holidays observed by Canada. For emails a follow-up is required within 8 working hours of sending the email.

12.2 Crown Engineer's staff

The Crown Engineer should consult Subsections 12.3 *Project Team* to determine the resources needed and positions to be filled to carry out the mandate.

12.3 Project team

12.3.1 Project Manager

The Project Manager should have a minimum of fifteen (15) years of relevant experience in engineering, major rail and road transportation project management, or major project planning. The Project Manager (PM) must be employed by the Crown Engineering firm.

He must be an engineer and a member in good standing or hold a licence or temporary permit from the Ordre des ingénieurs du Québec.

He must be fluent in French and English, both written and spoken. He may be called upon to make general and technical presentations and answer questions before the general public at various meetings.

The Project Manager:

- Leads the Crown Engineer's staff, represents the Crown Engineer and is responsible for all administrative and technical aspects of the mandate;
- Is the primary liaison with Canada;
- Ensures that all members assigned to the project and the resources he oversees respect Canada's objectives, directives and concerns in their activities; when required, he ensures that LMB project activities comply with the established procedures, budget and schedule;
- Establishes planning, monitoring and control systems (content, cost, time, time, quality, document management); resolves front-line conflicts; produces management reports and performs all other related tasks;
- Provides technical and administrative support to Canada for administrative activities, including day-to-day liaisons on routine matters;
- Coordinates and integrates study inputs and results, preliminary designs, final designs, plans and specifications, reports and other project documents;
- Assumes responsibility for information and document management for the entire LMB project;
- Follows up on the CMQR and/or Owner Engineer's integration of the project's particularities (urban planning, water management, architecture, archaeology, heritage, contaminated soils, mitigation measures, environmental monitoring, traffic, civil engineering, roads/motorways, electricity, etc.);
- Reviews documents, plans and specifications, reports and all other documents and issues technical comments and recommendations;
- Identifies, defines, coordinates, plans and manages all additional technical notes and examinations required by the Crown Engineer;
- May be required to conduct, coordinate and/or monitor value analysis and dispute resolution sessions;
- Aligns the Crown Engineer team's work practices with the terms of reference described in Section 5 - *ROLE OF THE CROWN ENGINEER*.

The Project Manager must have enough general knowledge of large-scale rail and road infrastructure projects to be able to plan and coordinate the Crown Engineer's activities and responsibilities. He must have the knowledge and skills to review, comment on and recommend plans and specifications submitted by CMQR and/or the Owner Engineer. He must also have sufficient expertise to allow Canada to meet its cost, quality and schedule objectives.

The Project Manager directly supervises the other engineers or specialists on the Crown Engineer's team, and is able to assume responsibility for complex and challenging technical tasks in the areas of design, supervision and quality control of engineering works. In addition to its role as project manager, he must also act as a coordinator with the other disciplines of its entire team.

12.3.2 Civil Engineer (Railway)

The Civil Engineer (Railway) should have a minimum of fifteen (15) years of relevant experience, or an equivalent combination of training and experience.

He must be an engineer and a member in good standing or hold a licence or temporary permit from the Ordre des Ingénieurs du Québec.

He must be fluent in French and English, both written and spoken. He may be called upon to make general and technical presentations and answer questions before the general public at various meetings.

He must have the knowledge and skills to review, comment on and recommend plans and specifications submitted by CMQR and/or the Owner Engineer. He must also have sufficient expertise to allow Canada to meet its cost, quality and schedule objectives.

This resource must have the knowledge and skills to design railways, switches, siding and spurs, rail and road bridges, culverts and other railway and road engineering structures. He must master AREMA's concepts; be able to provide advice and opinions to Canada; identify, define, coordinate, plan and manage all necessary complementary assessments and technical reviews, while taking into account the work done by other specialized resources in the field; and be able to monitor and supervise the design and construction carried out by CMQR and/or the Owner Engineer in order to keep watch Canada's interests. Activities that may be performed by the Civil Engineer include, but are not limited to:

- Providing technical recommendations to the Crown Engineer's Project Manager and to Canada based on the results of studies and analyses;
- (Possibly) conducting, coordinating and/or monitoring value analysis and dispute resolution sessions;
- Proposing follow-up actions/measures;
- Performing all other related tasks at Canada's request.

12.3.3 Estimator

The Estimator should have a minimum of ten (10) years of relevant experience, or an equivalent combination of training and experience. Its role is to analyze the design to estimate its costs (materials and labour) and schedule.

12.3.4 Environmental Specialist

The Environmental Specialist should have a minimum of fifteen (15) years of relevant experience in coordinating environmental activities in major road and bridge projects. Of these, ten (10) years of experience should have been acquired in Quebec in the provincial and federal regulatory context.

He must be fluent in French and English, both written and spoken. He may be called upon to make general and technical presentations and answer questions before the general public at various meetings.

He must have the knowledge and skills to review and comment on the environmental management system, environmental management plans and related activities. The Environmental Specialist must have:

- Relevant university training in the environmental sciences (e.g. biology, environmental chemistry) or any combination of training and equivalent experience;
- Experience in infrastructure projects (such as road works, marine works, wetland works, contaminated site remediation, etc.);
- Experience with all levels of government (provincial, federal and municipal) and an understanding of the organization and procedures of major public capital projects; and
- Good analytical and observational skills, as well as strong communication skills. The ability to understand the complex technical problems and interdependencies associated with a major construction project and to summarize them in a clear and concise manner is essential.

Activities that may be performed by the Environmental Specialist include, but are not limited to:

-
- Reviewing the Bureau d'audiences publiques sur l'environnement (BAPE) report and indicating whether the recommendations have been integrated into the project's planning and design;
 - Read and comment on the final preliminary project report (PPR)
 - Reading and performing a detailed review of any environmental assessment reports, if necessary;
 - Reading and performing a detailed review of the environmental protection documents prepared as part of the LMB project reference documents;
 - Providing comments and a review of a risk analysis (probability, value, statistical methods, risk consequences, etc.) for all aspects of the project (general and specific risks) including interactions with regional projects that may influence the resources available for this project;
 - Assessing the project risk management plan against the procurement plan, insurance programs and contingency reserve;
 - Developing, updating and implementing a plan for continuous improvement of the technical risk register;
 - Ensuring that all environmental impact mitigation measures (traffic, noise, dust, light pollution, impact on fauna and flora, work in the river, heritage, contaminated soils, etc.) have been implemented;
 - Ensuring that all environmental impact mitigation measures, specifically for groundwater, have been implemented;
 - Ensuring that all environmental impact mitigation measures, specifically for wetland work, have been implemented.

12.3.5 Secretarial Agent

The Secretarial Agent must have a Diploma of College Studies in office automation or the equivalent and 5 years of experience in office work.

Activities that may be performed by the Secretarial Agent include, but are not limited to:

- Providing support for the project in terms of accounting and technology management;
- Performing tasks related to the collection, recording, scheduling, transmission and processing of various project data;
- Supporting the Project Manager and Canada in the project.

The Crown Engineer will be asked to submit the résumé of the proposed resource in this job category before a task authorization for the use of said category will be issued.

12.3.6 Bridge and Structural Engineer – Railway and Road

The Bridge and Structural Engineer – Railway and Road should have a minimum of fifteen (15) years of relevant experience, or an equivalent combination of training and experience. He must master the design of engineering structures in the railway sector.

He must be an engineer and a member in good standing or hold a licence or temporary permit from the Ordre des ingénieurs du Québec.

He must have the knowledge and skills to review, comment on and recommend plans and specifications submitted by CMQR and/or the Owner Engineer. He must also have sufficient expertise to allow Canada to meet its cost, quality and schedule objectives.

This resource must have the knowledge and skills to design rail and road bridges, culverts and other engineering structures in the rail and road sector. He must master AREMA's concepts; be able to provide advice and opinions to Canada; identify, define, coordinate, plan and manage all

necessary complementary assessments and technical reviews, while taking into account the work done by other specialized resources in the field; and be able to monitor and supervise the design and construction carried out by CMQR and/or the Owner Engineer in order to keep watch Canada's interests.

Activities that may be performed by the Bridge and Structural Engineer include, but are not limited to:

- Providing technical recommendations to the Crown Engineer's Project Manager and to Canada based on the results of studies and analyses;
- (Possibly) conducting, coordinating and/or monitoring value analysis and dispute resolution sessions;
- Proposing follow-up actions/measures;
- Performing any other related tasks at Canada's request.

The Crown Engineer will be asked to submit the résumé of the proposed resource in this job category before a task authorization for the use of said category will be issued.

12.3.7 Automatic Railway Signalling Engineer (CTC or ABS)/Signage

The Automatic Railway Signalling Engineer (CCC or BA)/Signage should have a minimum of fifteen (15) years of relevant experience, or an equivalent combination of training and experience.

He must be an engineer and a member in good standing or hold a licence or temporary permit from the Ordre des Ingénieurs du Québec.

He must have the knowledge and skills to participate in the review of the technical requirements for automatic rail signalling systems (CTC and/or ABS) prescribed by the LMB project. Ideally, he should also master the concepts of road signage.

Activities that may be performed by the Automatic Railway Signalling Engineer include, but are not limited to:

- Reviewing the design drawings submitted by CMQR/the OE for various elements of the automatic signalling systems and signage;
- Reviewing reports, observations, opinions and recommendations from the IE regarding submitted design reports;
- Providing technical observations and viewpoints on the merits of reports, comments, opinions, and advice from the Independent Engineer;
- Reviewing the drawings issued by CMQR/the OE on the automatic signalling systems and signage;

The Crown Engineer will be asked to submit the résumés of the proposed resources in this job category before a task authorization for the use of said category will be issued.

12.3.8 Senior Electrical and Lighting Engineer

The Senior Electrical and Lighting Engineer should have a minimum of fifteen (15) years of relevant experience, or an equivalent combination of training and experience.

He must be an engineer and a member in good standing or hold a licence or temporary permit from the Ordre des Ingénieurs du Québec.

He must have the knowledge and skills to participate in the review of the technical requirements for electrical and lighting supply prescribed in the technical requirements of the LMB project.

Activities that may be performed by the Senior Electrical and Lighting Engineer include, but are not limited to:

- Reviewing the design drawings submitted by CMQR/the OE for various elements of the lighting and electrical systems;
- Providing technical observations and viewpoints on the merits of reports, comments, opinions, and advice from the Independent Engineer;
- Reviewing the drawings issued by CMQR/the OE regarding the temporary and permanent electrical and lighting systems for structures and installations (road bridge/access roads/etc.).

The Crown Engineer will be asked to submit the résumé of the proposed resource in this job category before a task authorization for the use of said category will be issued.

12.3.9 Senior Geotechnical Engineer

The Senior Geotechnical Engineer should have a minimum of fifteen (15) years of relevant experience, or an equivalent combination of training and experience. He must have experience in the design and coordination of geotechnical activities, acquired during major civil or rail transportation infrastructure projects.

He must be an engineer and a member in good standing or hold a licence or temporary permit from the Ordre des Ingénieurs du Québec.

The Crown Engineer will be asked to submit the résumé of the proposed resource in this job category before a task authorization for the use of said category will be issued.

12.3.10 Hydrologist (Hydrology Engineer)

The Hydrologist should have a minimum of fifteen (15) years of relevant experience, or an equivalent combination of training and experience.

He must be an engineer and a member in good standing and hold a licence or permit from the Ordre des Ingénieurs du Québec.

He must have relevant experience in the direction and coordination of hydrological activities, acquired during major highway/bridge construction projects involving major engineering work.

The Crown Engineer will be asked to submit the résumé of the proposed resource in this job category before a task authorization for the use of said category will be issued.

12.3.11 Senior Municipal Engineer

The Senior Municipal Engineer should have a minimum of fifteen (15) years of relevant experience, or an equivalent combination of training and experience.

He must be an engineer and a member in good standing or hold a licence or temporary permit from the Ordre des Ingénieurs du Québec.

Its expertise involves the municipal infrastructures related to the work to be done under this project, including the construction of new infrastructures of, among others: transportation, water supply (including collection, distribution and treatment), sewer (including waste collection, distribution and treatment) and storm sewer systems. He must have experience in managing and coordinating municipal engineering activities, acquired during major highway and bridge projects.

The Crown Engineer will be asked to submit the résumé of the proposed resource in this job category before a task authorization for the use of said category will be issued.

12.3.12 Senior Engineer

The Senior Engineer should have a minimum of fifteen (15) years of relevant experience, or an equivalent combination of training and experience.

He must be an engineer and a member in good standing or hold a permit from the Ordre des Ingénieurs du Québec.

He must have the knowledge and skills to develop, approve and coordinate the work plan(s) to meet cost, quality and time objectives. He will exercise a level of direct supervision over other engineers or specialists and must be able to take responsibility for complex and difficult tasks.

The Crown Engineer will be asked to submit the résumé of the proposed resource in this job category before a task authorization for the use of said category will be issued.

12.3.13 Intermediate Engineer

The Intermediate Engineer should have a minimum of seven (7) years of relevant experience, or an equivalent combination of training and experience.

He must be an engineer and a member in good standing or hold a permit from the Ordre des Ingénieurs du Québec.

He must have the knowledge and ability to perform a variety of work according to pre-established procedures. He will conduct independent studies to guide its decisions and must make judicious use of the information available. He will refer unusual or complex decisions to the Senior Engineer.

The Crown Engineer will be asked to submit the résumé of the proposed resource in this job category before a task authorization for the use of said category will be issued.

12.3.14 Junior Engineer

The junior engineer should be a graduate of a recognized university and a member in good standing or eligible for certification with the Ordre des Ingénieurs du Québec. The experience required is minimal; this engineer makes drawings and calculations under close supervision to ensure that its tasks follow prescribed procedures.

The Crown Engineer will be asked to submit the résumé of the proposed resource in this job category before a task authorization for the use of said category will be issued.

12.3.15 Senior Technician

The Senior Technician should have a minimum of five (5) years of relevant experience, or an equivalent combination of training and experience. He will plan, organize and coordinate part of a project that requires the application of general technical knowledge.

The Crown Engineer will be asked to submit the résumé of the proposed resource in this job category before a task authorization for the use of said category will be issued.

12.3.16 Documentarist

The Documentarist should have a bachelor's degree or equivalent experience in record keeping, with work experience in the control and management of documents specific to the construction industry, such as design drawings, inspection reports, confidentiality agreements and material specifications. He must also have experience in document archiving and document imaging.

Activities that may be performed by the Documentarist include, but are not limited to:

- Creating and maintaining a filing system that supports effective information management;

- Sending and receiving documents from external organizations, preparing and modifying documentation for contractual agreements and ensuring that all records management activities comply with institutional and regulatory policies;
- Ensuring that the information in all files is accurate and up to date.

The Crown Engineer will be asked to submit the résumé of the proposed resource in this job category before a task authorization for the use of said category will be issued.

12.3.17 Administrative Officer/Document Control Supervisor

The Administrative Agent/Document Control Supervisor should have a minimum of eight (8) years of relevant experience or an equivalent combination of training and experience on projects of similar scope and scale to this project. He must have knowledge and skills in the management, revision and storage of engineering documents. He will work closely with the internal resources of the LMB project, CMQR/OE, other suppliers and Canada to ensure that all technical documents, reports, drawings, emails or written correspondence are managed efficiently and easily retrievable.

The Crown Engineer will be asked to submit the résumé of the proposed resource in this job category before a task authorization for the use of said category will be issued.

12.3.18 Other resources

The Crown Engineer may be called upon to provide the services of other resources to achieve the project objectives depending on the situation. For example, a translation service may be required.

13 OTHER CONSULTANTS:

The Crown Engineer may hire subcontractors to achieve the project objectives. Subcontractor coordination must be included in the project manager's hourly rates.

14 APPLICABLE STANDARDS, CODES AND REQUIREMENTS

The list of standards and requirements listed is not restrictive and applies to each stage of this project. In case of contradiction, the strictest rule applies.

- American Railway Engineering and Maintenance-of-Way Association – AREMA;
- Canadian Rail Operating Rules – ROR;
- American Association of Railroads – ARR;
- Construction site safety;
- *Safety Code for the construction industry* (S-2.1, r. 6);
- *Occupational Health and Safety Act* (S-2.1);
- *Canada Labour Code* - Part II, Canada Occupational Health and Safety Regulations;
- Health Canada/Workplace Hazardous Materials Information System (WHMIS);
- Latest version of the CADD standard (computer-aided design and drawing), Quebec Region;
- Any other environmental protection document, regulation, code or standard applicable to this project (LEQ, CEAA, etc.);
- Apply all applicable policies, guidelines and standards;
- Any other document, regulation, code or standard applicable to this project.

15 PROJECT DEADLINE

In the event that the project is delayed or cancelled, the terms and conditions set out in [section 28](#) of General Conditions 2035 will apply.

16 CONFIDENTIALITY

16.1 Signs

The Crown Engineer is not permitted to post any sign or advertisement on the LMB project sites without the prior written authorization of Canada.

16.2 Advertising

All Crown Engineer advertising associated with the LMB project must be submitted to Canada for prior approval. Without limiting the generality of the foregoing, this requirement applies to all forms of advertising, such as radio, television, Web, social media, newspapers, magazines and other printed formats, on the work site and elsewhere. This also applies to LMB project site visits and website presentations.

ANNEX B - BASIS OF PAYMENT

Crown Engineer – Engineering and Advisory Services for the Lac-Mégantic Railway Bypass Project						
HOURLY RATES TABLE FOR:						
- PHASE 1 - Planning and Design - OPTIONAL PHASE 2 – Construction and Commissioning - OPTIONAL PHASE 3 – Decommissioning and Site Remediation						
Column 1 Title	Column 2 Estimated Quantity (hours) PHASE 1- Planning and Design	Column 3 Estimated Quantity (hours) OPTIONAL PHASE 2 – Construction and Commissioning	Column 4 Estimated Quantity (hours) OPTIONAL PHASE 3 Decommissioning and Site Remediation	Column 5 Total Estimated Quantity (Hours)	Column 6 Firm Hourly Rates for the first year of contract ¹	Column 7 Extended Amount Col(5) x Col(6)
Project Manager	750	2900	1350	5000	\$	\$
Civil Engineer (Railway)	550	1950	1020	3520	\$	\$
Estimator	450	1450	680	2580	\$	\$
Environmental Specialist	500	1950	2040	4490	\$	\$
Secretariat Agent	750	2900	1350	5000	\$	\$
Bridge & Structural Engineer (Railway and Road)	500	450	125	1075	\$	\$
Railway Signalling Engineer	100	100	25	225	\$	\$
Senior Electrical/Lighting Engineer	100	100	50	250	\$	\$
Senior Geotechnical Engineer	300	300	50	650	\$	\$
Hydrologist (Hydrology Engineer)	300	300	50	650	\$	\$
Senior Municipal Engineer	100	150	25	275	\$	\$
Senior Engineer	100	200	100	400	\$	\$
Intermediate Engineer	150	300	150	600	\$	\$
Junior Engineer	75	200	100	375	\$	\$
Senior Technician	300	400	300	1000	\$	\$
Documentarist	225	225	225	675	\$	\$
Administrative Officer/Document Control Supervisor	300	550	300	1150	\$	\$

¹ Hourly rates will be adjusted annually with the overall consumer price index for the last year (average of the last 12 months) for the Quebec region. The most recent overall index will be used to calculate the adjustment. The first hourly rate adjustment will take effect 1 year after contract award.

Estimated Sub-total – Fees		\$
----------------------------	--	----

DISBURSEMENTS TABLE:

PHASE 1 – Planning and Design Disbursements – at cost price, without markup, subject to a limitation of expenditure:	25 000,00 \$
OPTIONAL PHASE 2 – Construction and Commissioning Disbursements – at cost price, without markup, subject to a limitation of expenditure:	100 000,00 \$
OPTIONAL PHASE 3 – Decommissioning and Site Remediation Disbursements – at cost price, without markup, subject to a limitation of expenditure:	75 000,00 \$
Estimated Sub-Total – Disbursements:	200 000,00 \$

TABLE – ESTIMATED TOTAL

TABLE ESTIMATED TOTAL - Fees + disbursements	
Estimated Sub-total – Fees	\$
Estimated Sub-Total – Disbursements:	200 000,00 \$
Estimated Total :	\$

NOTES:

1. Estimated Quantities:

The estimated quantities of hours in the tables this annex are estimated quantities. They are for evaluation purposes only.

2. Fees

Rates shown in the price tables must include, but not be limited to, all labor, equipment, materials, report writing, material resources and incidental expenses unless specific item is provided for such expenditure.

Unless otherwise indicated, any item of labor that constitutes a payment item or part of a payment item must include, but is not limited to, the following:

- the employee's base salary and base salary increases, if applicable;
- bonuses, allowances and other allocations, including in particular the increase of overtime wages;
- social charges;
- fringe benefits (or any benefit with a monetary value) including expenses arising from group insurance plans and supplemental pension plans;
- lost or unproductive time, including travel time between the place of residence and the contractor's principal place of business, waiting time and time spent on failed trials;
- the cost of providing, operating and maintaining the equipment, appliances, tools, instruments, accessories, clothing, safety devices and other devices used by personnel in the provision of services;
- insurance costs;
- costs associated with the use of computer processing equipment, related equipment and software used by the Crown Engineer personnel staff in the provision of services;
- administrative costs;
- any equipment, tools, clothing and equipment required by Crown Engineer personnel for the provision of services; and
- profit.

3. Disbursements

1. Subject to any provisions specifically to the contrary in the Supplementary Conditions, the following costs shall be included in the fees required to deliver the consultant services and shall not be reimbursed separately;
 - a. standard office expenses such as any photocopying, computer costs, Internet, cellular phone costs, long distance telephone and fax costs, including that between the Consultant's main office and branch offices or between the Consultant's offices and other team members offices;
 - b. courier and delivery charges for deliverables specified in the Statement of Work;
 - c. plotting; and
 - d. presentation material.
2. Subject to any provisions specifically to the contrary, the following disbursements reasonably incurred by the Contractor, that are related to the Services and approved by the Technical Authority, shall be reimbursed to the Contractor at actual cost (and upon presentation of invoices):
 - a. reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation;
 - b. transportation costs for material samples and models, environmental or quality control of material samples;
 - c. project related travel and accommodation shall be reimbursed in accordance with current [National Joint Council \(NJC\) Travel Directive](#); and
 - d. other disbursements made with the **prior approval and authorization of the Technical Authority**.

-
3. Disbursements shall be Project related and shall not include expenses that are related to the normal operation of the Consultant's business. The amounts payable, shall not exceed the amount entered in the tables of the basis of Payment, without the prior authorization of the Contracting Authority.

ANNEX C - NON-DISCLOSURE AGREEMENT

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. _____ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: _____

Signature

Date

ANNEX D – TASK AUTHORIZATION FORM (PWGSC-TPSGC 572)



Public Works and Government
Services Canada

Travaux publics et Services
gouvernementaux Canada

Annex
Annexe

Task Authorization Autorisation de tâche		Contract Number - Numéro du contrat
Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)	
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu	
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$	
Security Requirements: This task includes security requirements Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité <input type="checkbox"/> No - Non <input type="checkbox"/> Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat ▶		
For Revision only - Aux fins de révision seulement		
TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.		Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.
1. Required Work: - Travaux requis :		
A.Task Description of the Work required - Description de tâche des travaux requis		See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement		See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche		See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement		See Attached - Ci-joint <input type="checkbox"/>

Annex
Annexe

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

Name and title of authorized client - Nom et titre du client autorisé à signer

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

3. Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized - to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature

Date

Task Authorization Autorisation de tâche

Instruction for completing the form PWGSC - TPSGC 572 - Task Authorization <i>(Use form DND 626 for contracts for the Department of National Defence)</i>	Instruction pour compléter le formulaire PWGSC - TPSGC 572 - Autorisation de tâche <i>(Utiliser le formulaire DND 626 pour les contrats pour le ministère de la Défense)</i>
Contract Number Enter the PWGSC contract number.	Numéro du contrat Inscrire le numéro du contrat de TPSGC.
Contractor's Name and Address Enter the applicable information	Nom et adresse de l'entrepreneur Inscrire les informations pertinentes
Security Requirements Enter the applicable requirements	Exigences relatives à la sécurité Inscrire les exigences pertinentes
Total estimated cost of Task (Applicable taxes extra) Enter the amount	Coût total estimatif de la tâche (Taxes applicables en sus) Inscrire le montant
For revision only	Aux fins de révision seulement
TA Revision Number Enter the revision number to the task, if applicable.	Numéro de la révision de l'AT Inscrire le numéro de révision de la tâche, s'il y a lieu.
Total Estimated Cost of Task (Applicable taxes extra) before the revision Enter the amount of the task indicated in the authorized TA or, if the task was previously revised, in the last TA revision.	Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision Inscrire le montant de la tâche indiquée dans l'AT autorisée ou, si la tâche a été révisée précédemment, dans la dernière révision de l'AT.
Increase or Decrease (Applicable taxes extra), as applicable As applicable, enter the amount of the increase or decrease to the Total Estimated Cost of Task (Applicable taxes extra) before the revision.	Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu S'il y a lieu, inscrire le montant de l'augmentation ou de la réduction du Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision.
1. Required Work: Complete sections A, B, C, and D, as required. A. Task Description of the Work required: Complete the following paragraphs, if applicable. Paragraph (a) applies only if there is a revision to an authorized task. (a) Reason for revision of TA, if applicable: Include the reason for the revision; i.e. revised activities; delivery/completion dates; revised costs. Revisions to TAs must be in accordance with the conditions of the contract. See Supply Manual 3.35.1.50 or paragraph 6 of the Guide to Preparing and Administering Task Authorizations. (b) Details of the activities to be performed (include as an attachment, if applicable) (c) Description of the deliverables to be submitted (include as an attachment, if applicable). (d) Completion dates for the major activities and/or submission dates for the deliverables (include as an attachment, if applicable).	1. Travaux requis : Remplir les sections A, B, C et D, au besoin. A. Description de tâche des travaux requis : Remplir les alinéas suivants, s'il y a lieu : L'alinéa (a) s'applique seulement s'il y a révision à une tâche autorisée. (a) Motif de la révision de l'AT, s'il y a lieu : Inclure le motif de la révision c.-à.-d., les activités révisées, les dates de livraison ou d'achèvement, les coûts révisés. Les révisions apportées aux AT doivent respecter les conditions du contrat. Voir l'article 3.35.1.50 du Guide des approvisionnements ou l'alinéa 6 du Guide sur la préparation et l'administration des autorisations de tâches. (b) Détails des activités à exécuter (joindre comme annexe, s'il y a lieu). (c) Description des produits à livrer (joindre comme annexe, s'il y a lieu). (d) Les dates d'achèvement des activités principales et (ou) les dates de livraison des produits (joindre comme annexe, s'il y a lieu).

B. Basis of Payment:

Insert the basis of payment or bases of payment that form part of the contract that are applicable to the task description of the work; e.g. firm lot price, limitation of expenditure, firm unit price

C. Cost of Task:**Insert Option 1 or 2:****Option 1:**

Total estimated cost of Task (Applicable taxes extra): Insert the applicable cost elements for the task determined in accordance with the contract basis of payment; e.g. Labour categories and rates, level of effort, Travel and living expenses, and other direct costs.

Option 2:

Total cost of Task (Applicable taxes extra): Insert the firm unit price in accordance with the contract basis of payment and the total estimated cost of the task.

D. Method of Payment

Insert the method(s) of payment determined in accordance with the contract that are applicable to the task; i.e. single payment, multiple payments, progress payments or milestone payments. For milestone payments, include a schedule of milestones.

B. Base de paiement :

Insérer la base ou les bases de paiement qui font partie du contrat qui sont applicables à la description du travail à exécuter : p. ex., prix de lot ferme, limitation des dépenses et prix unitaire ferme.

C. Coût de la tâche :**Insérer l'option 1 ou 2****Option 1 :**

Coût total estimatif de la tâche (Taxes applicables en sus) Insérer les éléments applicables du coût de la tâche établies conformément à la base de paiement du contrat. p. ex., les catégories de main d'œuvre, le niveau d'effort, les frais de déplacement et de séjour et autres coûts directs.

Option 2 :

Coût total de la tâche (Taxes applicables en sus) : Insérer le prix unitaire ferme conformément à la base de paiement du contrat et le coût estimatif de la tâche.

D. Méthode de paiement

Insérer la ou les méthode(s) de paiement établit conformément au contrat et qui sont applicable(s) à la tâche; c.-à.-d., paiement unique, paiements multiples, paiements progressifs ou paiements d'étape. Pour ces derniers, joindre un calendrier des étapes.

2. Authorization(s):

The client and/or PWGSC must authorize the task by signing the Task Authorization in accordance with the conditions of the contract. The applicable signatures and the date of the signatures is subject to the TA limits set in the contract. When the estimate of cost exceeds the client Task Authorization's limits, the task must be referred to PWGSC.

2. Autorisation(s) :

Le client et (ou) TPSGC doivent autoriser la tâche en signant l'autorisation de tâche conformément aux conditions du contrat. Les signatures et la date des signatures appropriées sont assujetties aux limites d'autorisation de tâche établies dans le contrat. Lorsque l'estimation du coût dépasse les limites d'autorisation de tâches du client, la tâche doit être renvoyée à TPSGC.

3. Contractor's Signature

The individual authorized to sign on behalf of the Contractor must sign and date the TA authorized by the client and/or PWGSC and provide the signed original and a copy as detailed in the contract.

3. Signature de l'entrepreneur

La personne autorisée à signer au nom de l'entrepreneur doit signer et dater l'AT, autorisée par le client et (ou) TPSGC et soumettre l'original signé de l'autorisation et une copie tel que décrit au contrat.

APPENDIX 1 - BIDDER IDENTIFICATION

Bidder's name: _____

Address: _____

Telephone: _____

Email: _____

Procurement Business Number (PBN): _____

Type of Organization:	Name of the members of the joint venture (if applicable):
_____ Sole Proprietorship	1) _____
_____ Partnership	2) _____
_____ Corporation	3) _____
_____ Joint Venture	4) _____

Key Sub Consultants / specialists / subcontractors:

Discipline: _____

Firm name: _____

Discipline: _____

Firm name: _____

Discipline: _____

Firm name: _____

Discipline: _____

Firm name: _____

APPENDIX 2 – CERTIFICATIONS AND DECLARATION

1.1 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

1.2 FORMER PUBLIC SERVANT

Les contrats attribués à des anciens fonctionnaires qui touchent une pension ou qui ont reçu un paiement forfaitaire doivent résister à l'examen scrupuleux du public et constituer une dépense équitable des fonds publics. Afin de respecter les politiques et les directives du Conseil du Trésor sur les contrats attribués à des anciens fonctionnaires, les soumissionnaires doivent fournir l'information exigée ci-dessous avant l'attribution du contrat. Si la réponse aux questions et, s'il y a lieu les renseignements requis, n'ont pas été fournis par le temps où l'évaluation des soumissions est complétée, le Canada informera le soumissionnaire du délai à l'intérieur duquel l'information doit être fournie. Le défaut de se conformer à la demande du Canada et satisfaire à l'exigence dans le délai prescrit rendra la soumission non recevable.

Definition

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.

Former Public Servant in Receipt of a Pension

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

Yes () or **No** ()

Si oui, le soumissionnaire doit fournir l'information suivante pour tous les anciens fonctionnaires touchant une pension, le cas échéant :

If so, the Bidder must provide the following information, for all FPSs 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, Bidders agree that the successful Bidder'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 Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () or **No** ()

If so, the Bidder 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.

1.3 INTEGRITY PROVISIONS – LIST OF ADMINISTRATORS/OWNERS

(Text copied from the Ineligibility and Suspension Policy <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html> dated 2016-04-04)

List of names: All Bidders, regardless of their status under the Policy, must submit the following information when participating in a procurement process or real property transaction:

- Bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- Bidders Bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- Bidders that are a partnership do not need to provide a list of names.

If the list of names has not been received by the time the evaluation of Bids is completed, or has not been received in a procurement process or real property transaction where no Bid/Offer will be submitted, the Contracting Authority will inform the Bidder of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a Bid or Offer non-responsive, or the Bidder otherwise disqualified for award of a contract or real property agreement.

1.4 DECLARATION:

I, the undersigned, being a principal of the bidder, hereby certify that the information given on this form and in the attached bid is accurate to the best of my knowledge. If the bid 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 bid evaluation period, PWGSC contact will be with the following person:

_____.

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

E-mail: _____

This Appendix 2 should be completed and submitted with the bid, but may be submitted afterwards as follows: if Appendix 2 is not completed and submitted with the bid, the Contracting Authority will inform the bidder 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 and declaration within the time frame provided will render the bid non-responsive.

APPENDIX 3 – PROJECT PRESENTATION FORMS

Bidders may use, if they wish, the sample forms provided on the following pages.

Presentation Form - Achievements of the Bidder in projects	
Project Title:	
Project Location:	
Project Field (railway, road, work of art (bridge)):	

PROJECT REFERENCE			
Client's name:		Client's rep. name:	
Client's rep. phone:		Client's rep. email:	

Contract period (MM/YYYY):	Start:		End:	
Total Project Value (taxes extra):	Initial:		Final:	
Project Fees (taxes extra):	Initial:		Final:	

PROJECT OBJECTIVES AND DESCRIPTION	

*** If required, you can duplicate this page to further describe the project.

PROJECT OBJECTIVES AND DESCRIPTION (continued)

*** If required, you can duplicate this page to further describe the project.

Presentation Form – Key Person Experience

IDENTIFICATION OF THE PROJECT MANAGER	
Experience requirements for the Project Manager:	<p>The Project Manager:</p> <ul style="list-style-type: none">• Must be an employee of the Bidder;• Is an engineer in good standing with the Ordre des ingénieurs du Québec (OIQ);• Has a minimum of fifteen (15) years of relevant experience in project management or planning of ground rail and/or road transportation projects; and• Must be fluently bilingual, spoken and written (French and English).
Name of the proposed individual:	
Is the individual a member of the OIQ? If yes, provide the membership number.	
Does the proposed individual master French & English?	
Academic Training:	
Is the individual currently employed by the bidder? (identify which member of the joint venture, if applicable)	
Number of years of experience in performing Project Manager duties:	
Number of years of experience in total:	
Professional certifications:	

IDENTIFICATION OF THE CIVIL ENGINEER (RAILWAY)	
Experience requirements for the Civil Engineer (Railway)	<p>The Civil Engineer (Railway):</p> <ul style="list-style-type: none"> Is an engineer in good standing with the OIQ; Has a minimum of fifteen (15) years of relevant experience in engineering and/or rail project management. This experience must have been acquired on major design and project management on railway engineering and/or railway construction (railway, railway bridge) projects; and Must be fluently bilingual, spoken and written (French and English).
Name of the proposed individual:	
Is the individual a member of the OIQ? If yes, provide the membership number.	
Does the proposed individual master French & English?	
Academic Training:	
Number of years of experience in performing Civil Engineer (Railway) duties:	
Number of years of experience in total:	
Professional certifications:	

IDENTIFICATION OF THE ESTIMATOR	
Experience requirements for the Estimator	<p>The Estimator:</p> <ul style="list-style-type: none"> Has a minimum of ten (10) years of relevant experience in major rail, road or civil project estimation. This experience must have been gained while serving as a project estimator.
Name of the proposed individual:	
Academic Training:	
Number of years of experience in performing Estimator duties:	
Number of years of experience in total:	
Professional certifications:	

IDENTIFICATION OF THE ENVIRONMENTAL SPECIALIST	
Experience requirements for the Environmental Specialist:	<p>The Environmental Specialist:</p> <ul style="list-style-type: none"> • Holds a Bachelor's degree in a relevant field, such as a Bachelor of Biology; • Has a minimum of fifteen (15) years of relevant experience coordinating major environmental-related roads and bridges projects, including ten (10) years of experience acquired in a provincial and federal regulatory environment in Quebec; and • Must be fluently bilingual, spoken and written (French and English).
Name of the proposed individual:	
Does the proposed individual master French & English?	
Academic Training:	
Number of years of experience in performing Environmental Specialist duties:	
Number of years of experience in total:	
Professional certifications:	

IDENTIFICATION OF THE BRIDGE & STRUCTURAL ENGINEER (RAILWAY AND ROAD)	
Experience requirements for the Bridge & Structural Engineer (Railway and Road):	<p>The Bridge & Structural Engineer (Railway and Road):</p> <ul style="list-style-type: none"> • Is an engineer in good standing with the OIQ; and • Has a minimum of fifteen (15) years of relevant experience in highway bridges and/or railway bridges design. This experience must have been acquired while serving as a designer in major bridge and structural projects (rail and/or road).
Name of the proposed individual:	
Is the individual a member of the OIQ? If yes, provide the membership number.	
Academic Training:	
Number of years of experience in performing Bridge & Structural Engineer (Railway and Road) duties:	
Number of years of experience in total:	
Professional certifications:	

Project Presentation Form - Achievements of key personnel in projects

Project Title:

Project Location:

Project Field:

KEY PERSONNEL IDENTIFICATION

Name of the proposed individual:

Position for which the individual is
proposed:

PROJECT REFERENCE

Client's name:

Client's rep. name:

Client's rep. phone:

Client's rep. email:

Contract period
(MM/YYYY):

Start:

End:

Total Project Value
(taxes extra):

Initial:

Final:

Project Fees
(taxes extra):

Initial:

Final:

PROJECT OBJECTIVES AND DESCRIPTION

***** If required, you can duplicate this page to further describe the project.**

PROJECT OBJECTIVES AND DESCRIPTION (continued)

***** If required, you can duplicate this page to further describe the project.**