



RFP No.601899-03

Issue Date:
December 21, 2021

Submission Deadline:
February 22, 2022 at
2:00pm EST

Request for Proposals

Lead Consultant
Site Servicing – Public Road Redevelopment
Tunney's Pasture
Ottawa, Ontario

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REQUEST FOR PROPOSALS
RFP NO: 601899-03

1. Introduction

1.1. Company Description

Canada Lands Company CLC Limited (the “**Company**”) is a non-agent Crown corporation that carries out real estate business in all regions of Canada. The Company also owns and operates the CN Tower in Toronto, Ontario.

The Company’s activities ensure that government properties are redeveloped or managed in accordance with their highest and best use, and that they are harmoniously reintegrated into local communities to meet the needs of Canadians and provide them and their families with inspiring and sustainable new neighbourhoods in which they can live, work and play.

1.2. Scope of Work

This RFP is issued for the purpose of obtaining Proposals for a Proponent to provide consulting services related to the Redevelopment of the Tunney’s Pasture Campus (the “**Scope of Work**”). The Tunney’s Pasture property shall hereinafter be referred to as the “**Site**”.

This is described in more detail in the Scope of Work Schedule.

1.3. Form of Agreement

The Preferred Proponent shall be required to enter into an agreement (the “**Agreement**”) that is substantially in the form of the draft agreement attached in the Form of Agreement Schedule.

No obligation to proceed with the activities contemplated by the Scope of Work shall arise until such time as the Agreement is signed by all parties.

It is anticipated that the Agreement will be signed on or around March 2022.

The term of the Agreement is **4.5 years** with an option in favour of the Company to extend the term under the original terms and conditions for two (2) additional periods of one (1) year each.

1.4. RFP Tentative Timetable

The following is a summary of the key dates in the RFP process:

Event	Date
RFP Issue Date	Tuesday, December 21, 2021
Optional Proponents Briefing	Wednesday, January 12 from 1-2pm

Questions to be Submitted in Writing (see Section 2.5.1 (Submission))	Monday, January 17, 2022 (2:00pm EST)
Addenda Deadline (see Section 2.5.3 (Issued Addenda))	Friday, January 28, 2022
RFP Submission Deadline	Tuesday, February 22, 2022 (2:00pm EST)
Oral Presentation (see Section 3.4)	Week of February 28, 2022
Anticipated Agreement Start Date	March 2022

The Company may change any of the above dates and times, including the RFP Submission Deadline, in its sole discretion and without liability, cost, or penalty. In the event a change is made to any of the above dates, the Company will communicate any such change to Proponents by posting on Buy & Sell (<https://buyandsell.gc.ca/>).

1.5. RFP Coordinator

1.5.1. Restricted Communications

All communications with the Company regarding any aspect of this RFP (up until any contract award notification) should be directed to the RFP Coordinator:

Name: *Caroline Lavigne McGregor*
Title: Project Coordinator, Real Estate
Address: 100 Queen Street, Suite 1050, Ottawa, Ontario, K1P1J9
E-mail address: clavigne@clc.ca

Proponents that fail to comply with the above communication restrictions may be disqualified from the RFP process.

1.5.2. Authorized Amendments, Waivers, Information or Instructions

From the date of issue of the RFP through any award notification, only the RFP Coordinator is authorized to amend or waive the requirements of the RFP pursuant to the terms of this RFP.

Under no circumstances shall a Proponent rely upon any information or instruction regarding the RFP process unless the information or instruction is provided in writing by the RFP Coordinator. No officer, director, employee, agent of the Company or its subsidiaries shall be responsible for any information or instructions provided to the Proponent, with the exception of information or instructions provided in writing by the RFP Coordinator.

1.6. Trade Agreements

This RFP is subject to the provisions of the World Trade Organization Agreement on Government Procurement, the North American Free Trade Agreement, the Canada-European Union Comprehensive Economic and Trade Agreement, the Comprehensive and Progressive Agreement for Trans-Pacific Partnership and the Canadian Free Trade Agreement.

2. RFP Terms and Procedures

2.1. Definitions

In this RFP, unless the context otherwise requires, the following defined terms have the meanings indicated below:

“**Addendum**” means a formal written document issued by the Company and labelled as an “addendum”, which is generally used to modify or supplement this RFP (and “**Addenda**” has a corresponding meaning).

“**Agreement**” has the meaning ascribed in Section 1.3 (Form of Agreement).

“**Applicable Law**” and “**Applicable Laws**” means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals, and other legal requirements of any government and/or regulatory authority in effect from time to time.

“**Business Day**” or “**Business Days**” means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m., except when such a day is a statutory holiday under the laws of Ontario, or as otherwise agreed to by the parties in writing.

“**Company**” has the meaning ascribed to it in Section 1.1 (Company Description).

“**Conflict of Interest**” means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement.

“**days**” means calendar days.

“**Diversity and Inclusion**” means fostering an environment that respects dignity and individual ideas and beliefs of those with visible and invisible differences (such as gender identity, race or disabilities which lead to differences in experience, values, attitudes, and ways of thinking, behaving, communicating and working), and removes barriers for those with physical, mental, intellectual, learning, communication or sensory impairments and/or functional limitations, and thereby ensures equity. This may include offering support and education regarding diversity and inclusion in the workplace, having specific policies in place to prevent discrimination for all actions regarding recruitment, compensation, promotion, benefits, jobs assignments, transfers, layoffs, return from lay-offs, company sponsored programs or events, and job creation.

“Eligible Proposal” means a Proposal that meets or exceeds a prescribed requirement, allowing it to proceed to the next phase.

“Evaluation Team” means the individuals who have been selected by the Company to evaluate the Proposals.

“Member of an Indigenous Group” means a member of a First Nations, Inuit, Métis, Algonquin group and any other recognized Indigenous group.

“Personal Information” means information about an identifiable individual that is recorded in any form, as prescribed by the *Privacy Act*.

“Preferred Proponent” means the Proponent(s) that the Company has identified as the highest-ranked Proponent(s) in accordance with the evaluation process. Can be used interchangeably with “successful Proponent”

“Proponent” or **“Proponents”** means an entity that submits a Proposal in response to this RFP and, as the context may suggest, refers to a potential Proponent.

“Proposal” or **“Proposals”** means all of the documentation and information submitted by a Proponent in response to the RFP.

“Request for Proposals” or **“RFP”** means this Request for Proposals issued by the Company and all schedules thereto.

“RFP Submission Deadline” means the Proposal submission date and time as set out in Section 1.4 (RFP Tentative Timetable) and as may be amended from time to time in accordance with the terms of the RFP.

“RFP Coordinator” means the individual identified in Section 1.5 (RFP Coordinator).

“Schedule” means one of the schedules to this RFP listed at Section 2.2 (and **“Schedules”** has a corresponding meaning).

“Successful Proponent” means the Preferred Proponent.

“Unfair Advantage” means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to the Company and which is not available to other Proponents, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFP process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and result in any unfairness.

2.2. Definitions of Schedules

In this RFP, unless the context otherwise requires, the following terms refer to the Schedules indicated below:

“Scope of Work”	Schedule 1
“Proposal Checklist Schedule”	Schedule 2
“Mandatory Requirements Checklist Schedule”	Schedule 3
“Unfair Advantage and Conflict of Interest Statement Schedule”	Schedule 4
“Corporate Overview Schedule”	Schedule 5
“Pricing Schedule”	Schedule 6
“Declaration and Certification Schedule”	Schedule 7
“References Schedule”	Schedule 8
“Receipt Confirmation Schedule”	Schedule 9
“Form of Agreement Schedule”	Schedule 10
“Certificate of Compliance Schedule”	Schedule 11
“Non- Disclosure Agreement Schedule”	Schedule 12
“PSPC Security Requirements Schedule”	Schedule 13
“Cadastral Surveying Technical Specifications Schedule”	Schedule 14

2.3. Rules of Interpretation

This RFP shall be interpreted according to the following provisions, unless the context requires a different meaning:

In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

The plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender.

2.4. RFP Information

2.4.1. Proponent to Review

Each Proponent should carefully review the RFP to ensure that it has no reason to believe there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP. Every Proponent is responsible for conducting its own investigations and due diligence necessary for the preparation of its Proposal.

2.4.2. Proponent to Notify

If a Proponent has any reason to believe that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP, the Proponent must notify the RFP Coordinator in writing prior to submitting a Proposal. The RFP Coordinator will then clarify the matter for the benefit of all Proponents.

Proponents shall not:

- a. after submission of a Proposal, claim that there was any misunderstanding or that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP; or
- b. claim that the Company is responsible for any of the foregoing.

2.5. Clarification and Questions

2.5.1. Submission

Proponents must submit requests for clarification in writing by email, to the RFP Coordinator, or as may otherwise be directed by the RFP Coordinator.

In submitting a request for clarification, a Proponent must include its address, telephone number, and email address.

Where a question relates to a specific section of this RFP, reference should be made to the specific section number and page of the RFP.

Requests for clarification must be submitted at least 10 days prior to the RFP Submission Deadline.

2.5.2. Questions and Answers

The Company shall make reasonable efforts to provide Proponents with written responses to questions that are submitted in accordance with Section 2.5.1 (Submission). Questions and answers will be distributed in numbered Addenda to Proponents by posting such Addenda on buyandsell.gc.ca. In answering a Proponent's questions, the Company will set out the question(s), but without identifying the Proponent that submitted the question(s). Also, the Company may, in its sole discretion:

- a. edit the question(s) for clarity;
- b. exclude questions that are either unclear or inappropriate; and
- c. answer similar questions from various Proponents in one Addendum.

Where an answer results in any change to the RFP, such answer will be formally documented through the issue of a separate Addendum reflecting that change.

2.5.3. Issued Addenda

Before submitting a Proposal, a Proponent shall be responsible to verify that it has received all of the Addenda that have been issued, which shall be posted on buyandsell.gc.ca at least 7 days prior to the RFP Submission Deadline, unless it is an Addendum that extends the RFP Submission Deadline.

Any amendment or supplement to the RFP made in any other manner will not be binding on the Company.

2.6. Receipt Confirmation

Proponents are requested to complete and return by email the Receipt Confirmation Schedule, in accordance with the specific instructions contained therein.

2.7. Proposal Submission

2.7.1. General

To be considered in the RFP process, a Proponent's Proposal must be received by the RFP Submission Deadline, as set out in Section 1.4 (RFP Tentative Timetable), by email to the following email address: clavigne@clc.ca, and the subject of the email should be the Proponent's name, and RFP # **601899-03**. The email should be addressed to CANADA LANDS COMPANY CLC LIMITED, to the attention of the RFP Coordinator. The Proposal should be included as an attachment to the email following the terms and conditions set out in Section 3.2 (Proposal Format).

Proposals received after the RFP Submission Deadline shall not be considered. Each Proponent is responsible for the delivery of its Proposal to the email address listed above.

Proposals are to be submitted in English or French only, and any Proposal received by the Company that is not entirely in English and/or French may be disqualified.

2.7.2. Receipt

Every Proposal received will be date/time stamped according to the date/time of the email received by the RFP Coordinator at the email address referred to in Section 2.7.1 (General).

2.8. Withdrawal of Proposal

A Proponent may withdraw its Proposal only by providing written notice to the RFP Coordinator before the RFP Submission Deadline. A Proposal may not be withdrawn after the RFP Submission Deadline. The Company has no obligation to return withdrawn Proposals.

2.9. Amendment of Proposal

A Proponent may amend its Proposal after submission, but only if the Proposal is amended and resubmitted before the RFP Submission Deadline. The Proponent must provide notice to the RFP Coordinator in writing and replace its Proposal with a revised Proposal, in accordance with the requirements of this RFP. The Company has no obligation to return amended Proposals.

2.10. Completeness of Proposal

As of the RFP Submission Deadline, the submission of a Proposal shall constitute a representation by the Proponent that:

- a. it has complied with this RFP;
- b. it is qualified and experienced to perform the Scope of Work in accordance with this RFP and the Form of Agreement Schedule;
- c. the Proposal (including pricing) is based on performing the Scope of Work in accordance with this RFP, without exception; and
- d. the pricing set out in the Proposal addresses all of the Proponent's obligations under the Form of Agreement Schedule necessary for the performance of the Scope of Work in accordance with this RFP.

2.11. Proponent's Proposals

All Proposals submitted by the Submission Deadline shall become the property of the Company and will not be returned to the Proponents.

2.12. Proposal Irrevocability

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in Section 2.8 (Withdrawal of Proposal), a Proposal shall be irrevocable by the Proponent for 180 days from the RFP Submission Deadline.

Proposals will not be opened publicly.

2.13. Acceptance of RFP

By submitting a Proposal, a Proponent agrees to accept and to be bound by all of the terms and conditions contained in this RFP, and by all of the representations, terms, and conditions contained in its Proposal (to the extent that they do not conflict with the terms and conditions contained in this RFP).

2.14. Amendments to the RFP

Subject to Section 1.4 (RFP Tentative Timetable) and Section 2.5.3 (Issued Addenda), the Company shall have the right to amend or supplement this RFP in writing prior to the RFP Submission Deadline. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda.

2.15. Clarification of Proponent's Proposal

The Company shall have the right at any time after the RFP Submission Deadline to seek clarification from any Proponent in respect of that Proponent's Proposal, without contacting any other Proponent. The Company shall not be obliged to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change the Proponent's Proposal in any substantive manner. Subject to the qualification in this provision, any written information received by the Company from a Proponent in response to a request for clarification from the Company may be considered to form an integral part of the Proponent's Proposal, in the Company's sole discretion.

2.16. Verification of Information

The Company shall have the right, in its sole discretion, to:

- a. verify any Proponent's statement or claim made in the Proponent's Proposal or made subsequently in an interview, site visit, oral presentation, demonstration, or discussion by whatever means the Company may deem appropriate, including contacting persons in addition to those offered as references;
- b. reject any Proponent's statement, claim or Proposal, if such statement, claim or Proposal is patently unwarranted or is questionable; or
- c. access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and Company shall agree on reasonable access terms, including pre-notification, extent of access, security, confidentiality and the allocation and amount of any costs incurred in connection with such access.

The Proponent shall co-operate in the verification of information and is deemed to consent to the Company verifying such information.

2.17. Proposal Acceptance

The lowest price Proposal or any Proposal shall not necessarily be accepted. While price is an evaluation criterion, other evaluation criteria, as set out in Article 3 - *Proposal Evaluation, Format and Contents*, will form a part of the evaluation process.

2.18. Substantial Compliance

The Company shall be required to reject Proposals which are not substantially compliant with this RFP.

2.19. No Publicity or Promotion

No Proponent, including the Preferred Proponent, shall make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered into under this RFP without the prior written approval of the Company.

If a Proponent, including the Preferred Proponent, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, the Company shall be entitled to take all reasonable steps as may be deemed necessary by the Company, including disclosing any information about a Proponent's Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

2.20. Debriefing

Not later than 15 calendar days following the date of posting of a contract award notification in respect of the RFP, a Proponent may contact the RFP Coordinator to request a debriefing.

Any request that is not received within the foregoing timeframe will not be considered and the Proponent will be notified of same in writing.

Proponents should note that, regardless of the time of submission of a request by a Proponent, debriefings will not be provided until a contract award notification has been posted.

2.21. Confidentiality

2.21.1. Company Confidential Information

All correspondence, documentation, and information of any kind provided by or on behalf of the Company to a Proponent in connection with or arising out of this RFP or the acceptance of any Proposal ("**Company Confidential Information**") constitutes the confidential information of the Company. The foregoing does not apply to any information that is or becomes generally available to the public other than as a result of disclosure by a Proponent.

The Proponent shall protect all Company Confidential Information as confidential, using reasonable measures no less stringent than those that it uses to protect its own confidential information of a like nature. In respect of all Company Confidential Information, the Proponent agrees that:

- a. it must not use that information for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement, if applicable;
- b. it shall prevent any use or disclosure of such information except as provided otherwise in this RFP, as expressly consented to by the Company in writing, or as may be required by Applicable Laws;
- c. it shall only disclose or grant access to such information to its employees or advisors who require access to that information for the purposes of this RFP and who are subject to binding confidentiality obligations substantially similar to those set out in this RFP;
- d. such information remains the property of the Company; and

- e. it shall return such information to the Company upon request.

The foregoing is subject to any other confidentiality agreement required by the Company as part of this RFP.

2.21.2. Proponent Confidential Information

Except as provided otherwise in this RFP, or as may be required by Applicable Laws (including the *Access to Information Act*), the Company shall treat the Proponents' Proposals and any information about the Proponent gathered as part of this RFP process as confidential, and shall neither disclose nor divulge such information (except to its employees or advisors who require access to the information for the purposes of this RFP and who are subject to binding confidentiality obligations substantially similar to those set out in this RFP) without the express written permission and consent of the Proponent; provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by the Company.

2.21.3. Copies of Materials

All correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proponent's Proposal.

2.22. Personal Information

The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of individuals who will be assigned to perform any work unless specifically requested.

Any Personal Information that is requested as part of this RFP process shall only be used (a) to select the qualified individuals to undertake the Scope of Work; (b) to confirm that the work performed is consistent with these qualifications; (c) for any audit of this RFP process; and (d) in the case of the successful Proponent, for contract management purposes. Such Personal Information will be maintained as part of the Personal Information Bank listed in Info Source: Professional Service Contracts - PSU 912.

It is the responsibility of each Proponent to obtain the consent of applicable individuals prior to providing their Personal Information as part of this RFP process. If any Personal Information is disclosed to the Company by a Proponent, the Company will consider that the appropriate consents have been obtained for the disclosure to and use by the Company of the requested information for the purposes described herein.

2.23. Access to Information Act

The Company is subject to the *Access to Information Act*. Any information provided by Proponents in connection with this RFP may be subject to requests for access under that Act and can only be withheld from disclosure in specific circumstances.

A Proponent should identify any information in its Proposal that, if disclosed to any other person, would harm that Proponent's competitive position. Generally, only specific portions of a Proposal should be identified.

2.24. Reserved Rights (General)

In addition to any other express rights or any other rights which may be implied in the circumstances, the Company reserves the right to:

- a. make public the names of any or all Proponents;
- b. request written clarification or the submission of supplementary written information from any Proponent and to incorporate such clarification or supplementary written information into the Proponent's Proposal, at the Company's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proponent's Proposal in any material manner;
- c. waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in the Company's sole discretion;
- d. verify with any Proponent or with a third party any information set out in a Proposal, as described in Section 2.16 (Verification of Information);
- e. check references other than those provided by Proponents;
- f. disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with the Company impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of the RFP;
- g. disqualify any Proponent where that Proponent, or one or more principles or key personnel of that Proponent, have (i) previously breached a contract with the Company, (ii) otherwise failed to perform to the reasonable satisfaction of the Company, (iii) engaged in conduct prohibited by this RFP (including where there is any evidence of collusion with any other Proponent, its personnel or agents), (iv) been charged or convicted of an offence in respect of a prior or current contract with the Company or any of its affiliates, (v) breached any law that the Company deems relevant to this RFP or the Agreement, or (vi) a Conflict of Interest or Unfair Advantage, or where reasonable evidence of any Unfair Advantage or Conflict of Interest is brought to the attention of the Company;
- h. make changes, including substantial changes, to this RFP provided that those changes are issued by way of Addenda in the manner set out in this RFP;
- i. accept or reject a Proposal if only one Proposal is submitted;
- j. reject a subconsultant proposed by a Proponent within a consortium;
- k. select a Proponent other than the Proponent whose Proposal reflects the lowest cost to the Company;

- l. cancel this RFP process at any stage, do so without providing reasons, and thereafter initiate a new procurement process for the same or similar matters contemplated by this RFP, or take no further action in respect of the matters contemplated by this RFP;
- m. discuss with any Proponent different or additional terms to those contained in this RFP or in any Proponent's Proposal; and
- n. reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against the Company and/or its affiliates, or is otherwise engaged in a dispute with the Company and/or its affiliates.

By submitting a Proposal, the Proponent authorizes the collection by the Company of the information identified in this RFP, which the Company may request from any third party.

2.25. Reserved Rights (as to Preferred Proponent)

If the Preferred Proponent fails or refuses to execute the Agreement within 10 Business Days from the date of being notified that it is the Preferred Proponent, the Company may, in its sole discretion:

- a. extend the period for executing the Agreement, provided that if sufficient progress towards executing the Agreement is not achieved within a reasonable period of time, the Company may, in its sole discretion, proceed per (b) below (regardless of whether the extended period to execute the Agreement has elapsed);
- b. exclude the Preferred Proponent's Proposal from further consideration, rescind the invitation to execute the Agreement, and invite the next highest-ranked Proponent to execute the Agreement; and
- c. exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP.

2.26. Proponent's Costs

Every Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses relating to the Proponent's participation in:

- a. the preparation, presentation, and submission of its Proposal;
- b. the Proponent's attendance at any meeting in relation to the RFP process, including any oral presentation and/or demonstration;
- c. the conduct of any due diligence on its part, including any information gathering activity;
- d. the preparation of the Proponent's own questions prior to the RFP Submission Deadline; and
- e. any discussion and/or finalization of the Agreement.

2.27. No Liability

The Proponent agrees that:

- a. Any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court.
- b. It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis.
- c. It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFP.

The Proponent further agrees that if the Company commits a material breach of this RFP, the Company's liability to the Proponent, and the aggregate amount of damages recoverable against the Company for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Company, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from the Company can demonstrate.

2.28. Assignment

The Proponent shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of the Company.

2.29. Priority of Documents

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the Schedules, the RFP shall prevail over the Schedules during the RFP process.

2.30. Governing Law

The RFP and the Proponent's Proposal shall be governed by the laws of Ontario and the federal laws of Canada applicable therein.

3. Proposal Evaluation, Format and Contents

3.1. General

The evaluation of the Proposals will be conducted by the Evaluation Team in several stages, as described below. The stages and the points allocated to each stage of the evaluation process are as follows:

Stage	Description	Points
I	Mandatory Requirements	(Pass/Fail)

II	Rated Information ¹	70 Points
III	Oral Presentation	20 Points
IV	Pricing	10 Points
V	Reference Verification	(Pass/Fail)
	Total	100 Points

Every Proponent should refer to the Proposal Checklist Schedule to verify that it has included in its Proposal everything requested by this RFP.

3.2. Proposal Format

3.2.1. General

The Proponent's Proposal should be comprised and formatted as follows:

- i. 1 PDF file or Folder of PDF files named as "[Name if the Proponent] - Proposal" attached to the email, excluding the Pricing Schedule: and
- ii. 1 separate, PDF file or Folder of PDF files named as "[Name if the Proponent] - Pricing Schedule", attached to the email, which contains the Pricing Schedule. The Proponent's Price submission should be password protected so that the contents of the file cannot be viewed until the password has been provided to the RFP Coordinator by the Proponent. The RFP Coordinator will contact the Proponent for the password once the evaluation described in Section 3.2.1 has been completed.

3.2.2. Technical Issues

In preparing its Proposal, the Proponent should adhere to the following:

- a. all pages should be numbered;
- b. avoid using symbols in the file name such as &, #, etc.;
- c. all electronic documents should not exceed 10 MB total in size; information may be split up into separate documents, if necessary;
- d. avoid using scanned copies of documents, where possible (scanned copies tend to be of greater size than original electronic versions);
- e. no embedded hyperlinks to online literature about the Proponent are permitted unless online literature is specifically requested in this RFP;
- f. completely address, on a point-by-point basis, each rated information identified in section 3.3.8 and following (*Rated Information and Pricing*); and
- g. as appropriate, incorporate the Schedules in its Proposal.

¹ Excluding Pricing

Proposals should be submitted in accordance with the instructions set out in this RFP and by completing the Schedules referred to below (without delineations, alterations, or erasures).

3.3. Proposal Contents – Mandatory Requirements and Rated Information

Proposals should respond to the requirements and questions listed in the chart below in a written document.

Proposals must contain the information listed under the heading “Mandatory Requirements” below. A failure to do so will result in the Proposal being disqualified. If a “Mandatory Requirement” refers to a Schedule, then Proponents should provide responses to the “Mandatory Requirements” in the corresponding Schedule.

Proposals should address the information listed under the heading “Rated Information” below. Rated information will be scored and failure by a Proponent to fully address any rated information will affect the Proponent’s evaluation and final score. Proponents should provide responses to the “Rated Information” in the body of its Proposal under corresponding headings, or in a Schedule, if directed

MANDATORY REQUIREMENTS	Evaluation
<p>3.3.1. Mandatory Requirements Checklist</p> <p>The Proposal must include a completed Mandatory Requirements Checklist Schedule, completed by the Proponent in accordance with the instructions contained in that Schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.2. Declaration and Certification</p> <p>The Proposal must include a completed Declaration and Certification Schedule, completed by the Proponent in accordance the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.3. Unfair Advantage and Conflict of Interest Statement Schedule</p> <p>The Proposal must include a completed Unfair Advantage and Conflict of Interest Statement Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.4. References</p> <p>The Proposal must include a completed References Schedule, completed by the Proponent, for both the Proponent itself and any subconsultants involved in the</p>	<p><i>Pass or Disqualification</i></p>

<p>Proposal, in accordance with the instructions contained in that schedule. For clarity, in the case where a consortium is responding to this RFP, references must be provided for all members of the consortium.</p>	
<p>3.3.5. Proponent Consortium Information</p> <p>Where a consortium is responding to this RFP, the following shall apply:</p> <ul style="list-style-type: none"> a. one member of the consortium shall be the Proponent; and b. the Proponent shall confirm that the Proponent shall assume full responsibility and liability for the work and actions of all consortium members (who are subconsultants to the Proponent) with respect to the obligations to be assumed pursuant to this RFP, provided that the Company shall be entitled to reject a subconsultant and may consent to a replacement. <p>Where a consortium is not responding to this RFP, the Proponent shall respond by stating “Not Applicable” in the Schedule 7.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.6. Certificate of Compliance</p> <p>The Proposal must include a completed and signed Certificate of Compliance, completed by the Proponent in accordance with the instructions contained in that schedule. The Proponent does not need to complete a Certificate of Compliance if the Company has received a completed Certificate of Compliance within the previous two (2) years and there has been no change of ownership as defined within the Certificate of Compliance, but the Proponent must state that there has been no change in ownership in its Proposal.</p> <p>In the case where a completed Certificate of Compliance has been submitted in the previous two years, failure to indicate in the Proposal that a Certificate of Compliance has been submitted in the previous two (2) years and that no change of ownership has occurred may result in the Proponent being disqualified.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.7. WHMIS Training</p> <p>The Proponent must describe the Workplace Hazardous Materials Information System training that its personnel have received in accordance with Applicable Laws. If the Proponent’s personnel have not received any Workplace Hazardous Materials Information System training, the Proponent must reply as such.</p>	<p><i>Pass or Disqualification</i></p>

RATED INFORMATION	Scoring	Evaluation
Part A Corporate Overview		<i>Available Points: 10 points</i>
<p>3.3.8. Corporate Overview</p> <p>Every proponent should complete the Corporate Overview Schedule.</p> <p>Proponents should provide a profile of the Proponent as indicated within the Corporate Overview Schedule indicating the years in business and of service and confirmation of Reliability Security Status for all members of the Team.</p> <p>The Proponent must demonstrate that all team members have and will maintain reliability security status, a mandatory requirement, for the duration of the Agreement.</p>	10 Points	<p>The maximum number of points will be awarded to the Proponent who best demonstrates:</p> <ul style="list-style-type: none"> • A minimum of five (5) years in business (one (1) point) • Comparable experience with complex redevelopment projects (four (4) points) • Organizational Chart clearly outlining the Proponent and project team roles and responsibilities to achieve project objectives as set out in the Scope of Work Schedule (five (5) points) <p>Proponents must secure and maintain Reliability Security Status for the duration of the Agreement.</p>
Part B Scope of Work Capabilities and Related Matters		<i>Available Points: 57 points</i>
<p>3.3.9. Scope of Work Capabilities</p> <p>The Proponent should review the Scope of Work and demonstrate its understanding of, and ability to perform, the activities contemplated therein. The Proponent should describe the approaches the Proponent proposes to take to meet the Scope of Work requirements.</p>	20 Points	<p>To achieve maximum points, the Proponent shall build on the Scope of Work contained in this RFP at Schedule 2 - Scope of Work with details of the methodology and approach that will be implemented in order to complete the required Scope of Work.</p> <p>Proponents are expected to demonstrate a clear understanding of the project outcomes and provide a detailed a strategy/methodology for achieving them, including the following:</p> <ul style="list-style-type: none"> • A demonstrated understanding of the Scope of Work outlined in

		<p>Schedule 2, including identification of overall deliverables for each stage of the Scope of Work (five (5) points);</p> <ul style="list-style-type: none"> • The role and function of the Proponent as project manager and technical advisor in completing project management services; utilizing project management systems; and required software deployed, quality control and quality assurance measures, clear identification of the strength and depth of resources within the firm, and utilization of project team meetings (five (5) points); and • Experience with development projects of similar complexity and ideally with exposure to Federal Redevelopment/Construction Projects. Proponents must provide 3 project examples of similar master planning/subdivision design projects undertaken over the past 10 years (five (5) points). <p>Proponents can achieve an additional five (5) points for presenting supplemental information supporting a clear understanding of the project objectives and the means to achieve project objectives.</p> <p>Proponents will be evaluated according to the nature of the project, the composition of the personnel, the description of the projects and the project's relevance to the Scope of Work in this RFP.</p> <p><u>The Proponent's response for this section 3.3.9 should not exceed a maximum of ten (10) pages.</u></p>
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<p>3.3.10. Proposed Work Plan and Timeframe</p> <p>The Proponent should provide a detailed work plan of the activities contemplated by the Scope of Work and a project schedule, including all of the tasks, milestones, and timeframes, by providing a chart, graphic, or other tool. The names of the individuals performing each task should be included and the proposed work plan should identify main project personnel committed to the Scope of Work and who shall not be substituted or removed from the personnel without prior written consent and approval by the Company.</p>	<p>20 Points</p>	<p>Maximum points will be awarded to the Proponent who best demonstrates the following:</p> <ul style="list-style-type: none"> • Overall tasks, reports and deliverables that will be required for each stage of the project and illustrate the level of effort expected by the Company and PSPC; how they are reflected in a timeline, based on one’s understanding of the project, demonstrated experience with similarly scaled redevelopment projects and land development projects with high security requirements (five (5) points); and • Capacity to comply with the guidelines and/or requirements of approval agencies/ stakeholders (for example, but not limited to the City of Ottawa or the National Capital Commission) with specific reference to the following: <ul style="list-style-type: none"> ○ contents of reports; ○ commitment to site investigations; ○ the preparation and production of any public drawings/reports by the Consultant or any subconsultants, in English and French, required to satisfy all municipal, provincial and federal requirements (Five (5) points). <p>Demonstration of the level of effort of all resources to complete the <u>Scope of Work</u> in multiple formats will achieve maximum points (ten (10) points).</p>
<p>3.3.11. Personnel</p>	<p>15 Points</p>	<p>The Proponent must submit information related to the qualifications and experience of</p>

<p>The Proponent should submit information related to the qualifications and experience of key personnel, to a maximum of 10 team members, who will be assigned to perform activities contemplated by the Scope of Work, which may include resumes, documentation of accreditation, and/or letters of reference. See Section 2.22 (Personal Information) before submitting any such personal information.</p>		<p>personnel who will be assigned to perform activities contemplated by the Scope of Work, which may include one of the following for members of the personnel: resume, documentation of accreditation, and/or letter of reference.</p> <p>Maximum points will be awarded to the Proponent who best demonstrates the following from their personnel:</p> <ul style="list-style-type: none"> • The project managers, responsible for the progress of the project, and key personnel who have demonstrated a minimum of 7 years of experience with complex redevelopment projects in a mixed-use community with exposure and implementation of any of the following issues: subdivision registration, engineering design and the implementation of heritage preservation obligations, environmental sustainability guidelines/certification, architectural/urban design guidelines, accessibility and security. To demonstrate this, the Proponent should include the following as part of their Proposal (for a total of 5 possible points): <ul style="list-style-type: none"> ○ Resumes for personnel and documentation of accreditation, and/ or letter of reference; ○ Language proficiencies (English and French mandatory for all primary team members) ○ security clearance ○ area of expertise identified
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		<ul style="list-style-type: none"> • Provide a breakdown outlining allocation of project personnel by discipline, level of effort including number of hours in a table format (for a total of 5 possible points): <ul style="list-style-type: none"> ○ brief description of their role and expected level of effort at each Stage) of the project ○ Proponents can list up to 3 personnel per discipline • Without limiting the foregoing, the Proponent should demonstrate how it will, at its sole expense use reasonable commercial efforts to promote Diversity and Inclusion within its workforce, including demonstration of how it will create paid employment opportunities for members of Indigenous groups (for a total of 5 possible points) <p><u>The Proponent’s response for this section 3.3.11 should not exceed a maximum of two pages per key personnel.</u></p>
<p>3.3.12. Legal Actions</p> <p>The Proponent should disclose any pending or threatened legal action against the Proponent or by the Proponent against any third party that may have an impact on its ability to perform the activities contemplated by the Scope of Work and otherwise set out in this RFP. Such information should be submitted in the Corporate Overview Schedule.</p>	<p>2 points</p>	<p>Proponents will be evaluated based on the degree to which legal actions are likely to increase the risks or costs to the Company, or diminishing (or create a reasonable risk of diminishing) the effectiveness, timeliness, or cost-effectiveness of the Proponent’s delivery of the Scope of Work. Maximum points will be given to Proponents who demonstrate that legal actions, if any, will not increase the risks or costs to the Company and will not diminish (or create a</p>

		reasonable risk of diminishing) the effectiveness, timeliness, or cost-effectiveness of the Proponent's delivery of the Scope of Work.
Part C Form of Agreement		Available Points: 3 points
<p>3.3.13. Acceptance of the Form of Agreement</p> <p>If the Proponent objects to any clauses in the Form of Agreement Schedule, that Proponent must clearly identify in its proposal (i) any clauses in the Form of Agreement Schedule to which it objects, with an explanation as to the nature of the objection, and (ii) alternate clauses that would be acceptable.</p> <p>A Proponent who submits conditions, options, variations, or contingent statements to the terms set out in the Form of Agreement, either as part of its Proposal or after receiving notice of selection, not acceptable by the Company, may be disqualified.</p> <p>The Proponent should not submit its own Form of Agreement or terms and conditions as part of its Proposal, but only the modifications, variations or alterations the Proponent would like.</p> <p>The Company is not required to negotiate the Form of Agreement Schedule, or to agree to any changes to the Form of Agreement put forward by any Proponent.</p>	3 points	Proponents that indicate that they have no proposed changes to the Form of Agreement Schedule will receive the maximum number of points for this section. Proponents who propose changes to the Form of Agreement Schedule will be scored based on the degree to which their proposed change(s) increase the risks or costs to the Company, or diminish (or create a reasonable risk of diminishing) the effectiveness, timeliness, or cost-effectiveness of the Proponent's delivery of the Scope of Work. If a Proponent proposes significant changes in light of the foregoing list, it may receive zero points for this Section 3.3.13.
Part D Pricing		Available Points: 10 points
<p>3.3.14. Pricing</p> <p>Pricing is to be set out in a completed version of the Pricing Schedule. Failure to complete the Pricing Schedule in full and in accordance with the instructions contained in that schedule may result</p>	10 Points	Each Proponent will receive a percentage of the total possible points allocated to price by dividing the lowest bid price under this RFP by that Proponent's price. For this calculation, the total of the lump sums provided

<p>in a lower score (or a zero score), as deviations may render it difficult for the Company to evaluate Proponent's pricing relative to each other and to the Company's needs.</p> <p>The Proponent is to prepare its Proposal with reference to all of the provisions of the Form of Agreement Schedule, and to factor all of the provisions of the Agreement into its pricing assumptions, calculations and into its proposed pricing.</p> <p>Proponents not invited to the Oral Presentation will not have their pricing evaluated.</p>	<p>by each Proponent for Stages 1, 2, 3, 4 and 5 in Part A of the Pricing Schedule 6 will be added up and the sum of these lump sums will be used to calculate the points for that Proponent. The hourly rates requested in the Pricing Schedule will not be evaluated..</p> <p>For example, if the lowest bid price offered by one Proponent is \$120.00, that Proponent will receive 100% of the possible points (120/120 = 100%). A Proponent who bids \$150.00 will receive 80% of the possible points (120/150 = 80%) and a Proponent who bids \$240.00 will receive 50% of the possible points (120/240 = 50%).</p> $\frac{\text{Lowest Price}}{\text{2nd lowest Price}} \times \text{Total available points} = \text{Score for Proposal with 2nd lowest Price}$ $\frac{\text{Lowest Price}}{\text{3rd lowest Price}} \times \text{Total available points} = \text{Score for Proposal with 3rd lowest Price}$
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3.4. Oral Presentation (20 points)

The Company will invite up to four (4) Proponents with the highest ranked Proposals from Stage II to participate in the oral presentation stage.

The purpose of the oral presentation will be to allow the Proponents to address the major elements of its Proposal, to obtain any required clarification, and to allow members of the Evaluation Team to interact directly with key representatives of the Proponents' proposed personnel. In advance of the oral presentation, each Proponent invited to make a presentation will be provided with an agenda for the meeting. The Proponent will not have the opportunity to modify its written Proposal or otherwise introduce new information during the oral presentation stage. The oral presentation will be used to validate and, if required, to make final adjustments to the evaluation results of the written Proposal. In addition, the oral presentation will be evaluated on the basis of the following framework:

Oral Presentation	
1	Demonstration of Proponent commitment to the Company
2	Response to pre-defined questions developed from all Proposals
3	Response to specific Proponent pre-defined questions developed from its Proposal
4	Demonstrated credibility in Proponent's ability to effectively perform the activities contemplated by the Scope of Work in a way that meets or exceeds the needs of the Company within the required delivery time and at no additional cost.

In light of the current Covid-19 pandemic, the oral presentation will not be done in person. The invited Proponents shall be required to give their presentation via Microsoft Teams or any similar online platform to which the Company may agree, in its absolute discretion.

3.5. Reference Verification

At this stage, the Evaluation Team will verify as many references provided by the Preferred Proponent, including references for subconsultants and all members of the consortium, if the Preferred Proponent responding to this RFP is responding as a consortium, in the References Schedule as the Evaluation Team may deem appropriate, and such references may be conducted in-person, as the Evaluation Team may determine in its sole discretion. References will be assessed on a pass/fail basis as to their satisfaction with the project, and will serve to validate (or not, as the case may be) the evaluation conducted by the Evaluation Team. If the Company is not satisfied with the Reference verification for any reason including, but not limited to, references deemed not appropriate or relevant to the Scope of Work, the Company reserves the right to disqualify the Preferred Proponent and move to the next highest ranked Proponent for the Reference Verification stage.

3.6. Tie Break Process

Where two or more Proposals achieve a tie score on completion of the evaluation process, the Company may select any or all of those tied Proponents in its sole discretion.

3.7. Preferred Proponent

After the references have been successfully verified, the Company will notify the Preferred Proponent of its position as the Preferred Proponent and provide the Preferred Proponent with the Agreement for execution.

The Company shall at all times be entitled to exercise its rights under Section 2.25 (Reserved Rights (as to Preferred Proponent)).

For certainty, the Company makes no commitment to the Preferred Proponent that the Company will execute the Agreement.

Schedule 1 Scope of Work

1.0 Overview

The Company is an arms-length, commercially-oriented crown corporation. The Government of Canada (the “**Government**”) expects the Company to be innovative in its business operations developing surplus federal properties to create community and financial value. More recently, the Government has asked the Company to take on innovative projects in collaboration with Public Services and Procurement Canada (“**PSPC**”) to address under-utilized and obsolete federal assets. The two organizations, reporting to the same Minister, are undertaking a series of collaboration projects focusing on the redevelopment of existing federal office campuses in the National Capital region into sustainable mixed use live-work-play communities.

PSPC is the common service provider of office space for the Government. As part of its vision to transform the office portfolio in support of a modern, agile and innovative and digitally capable public service, PSPC is setting out to modernize the workplaces for federal employees. Its portfolio plan sets objectives for improved utilization and condition of federal office space, at the same time as reducing the overall footprint. This portfolio vision also includes a road map for meeting the Government’s objectives for green government operations where several key elements include moving towards carbon neutral buildings, climate change and resiliency, sustainable design, and conforming to sustainability guidelines. The PSPC portfolio plan also aims to achieve important socio-economic objectives aligned with the Government’s agenda such as contributing to affordable housing, partnering with Indigenous groups, and promoting diversity.

In this context, PSPC’s portfolio plan has identified the Site as under-utilized. Through the development of the Tunney’s Pasture Master Plan (the “**TPMP**”) and Tunney’s Pasture Implementation Plan (the “**TPIP**”) the vision for the Site is to transform it from an under-utilized office campus to a vibrant mixed-use community. The TPIP is under review and will be used by the Lead Consultant as reference to support the TPMP. This community will consist of residential, commercial retail and office, enabling the creation of a live, work, play environment directly adjacent to rapid public transit.

The Company and PSPC are collaborating in the redevelopment of the Site. The collaboration approach envisioned by the two organizations intends to use the capabilities and expertise of each in a joint effort to achieve greater efficiencies. The redevelopment of the Site will see portions of it being maintained by PSPC for ongoing and future federal office accommodation and surplus portions going to the Company for the development of residential and community uses. In addition to the surplus land parcels, the Company will be responsible for the upgrade and transfer of the private road network to the City of Ottawa for the creation of municipal rights of way.

As the Company is mandated with the commercially oriented, orderly redevelopment and disposal of selected surplus federal properties in Canada, the process of selling surplus crown lands to the Company will follow the strategic disposal process established by the Treasury Board Secretariat.

2.0 Background / Context

The Site is a federally-owned property primarily under the administration of PSPC in the City of Ottawa that is comprised of approximately 49.0 hectares. As one of five major federal government employment nodes in the National Capital Region, the Site presently hosts various federal departments and agencies in seventeen (17) buildings. All roads and infrastructure (roads, sanitary

and storm sewers lighting etc.) are currently federally owned and maintained by PSPC. The roads, sanitary and storm infrastructure are at the end of their useful life and may not have sufficient capacity to support the intensification of development at the Site. The watermains within the Site have been recently updated and well sized in anticipation of the redevelopment. All buildings within the Site are serviced by a central heating plant that provides district heating and cooling. This heating and cooling system and plant are undergoing a major upgrade and replacement, switching from high pressure steam to low temperature hot water. The initiative is under the Energy Services Acquisitions Program (“ESAP”) and the new plant and infrastructure will be in place in 2025. The new shallow buried infrastructure will need to be taken into consideration as part of the roadway upgrades. Lastly, the subsurface infrastructure also includes a tunnel system previously used by the district heating system that will need to be removed.

The Company and PSPC are collaborating in soliciting proposals from Proponents to provide technical design and implementation advisory services. These services will be for the upgrade and transfer of the roadways and subsurface infrastructure, for the federally owned Site lands located in Ottawa, Ontario, to the City of Ottawa through the preparation of a development agreement / plan of subdivision. The Company is leading the development of the Plan(s) of Subdivision on behalf of PSPC and is retaining the Lead Consultant to complete all detailed plans and assist the Company with obtaining all necessary approvals. The Plan(s) of Subdivision will support the development of a mixed-use community, including federal offices, and will align with the TPMP and TPIP along with the objectives established by the Company and PSPC and in keeping with the City of Ottawa local land use plans and planning policies. The Plan(s) of Subdivision will be fully developed and agreed to in principle by the City of Ottawa and all required stakeholders but will not be formally submitted until the internal government disposal process is completed and approved.

The Tunney’s Pasture Redevelopment is supported by the TPMP, prepared by PSPC in 2014. The TPMP was approved by the National Capital Commission in 2014 and endorsed by the City of Ottawa in 2015. Furthermore, the TP Redevelopment is also supported by the City’s Scott Street Secondary Plan, approved under the City’s Official Plan in 2015.

The TPMP was then further developed into the TPIP in 2020. The TPIP provided updated land use, densities, an in-depth analysis on the condition of the existing buildings and infrastructure within the campus, suggested phasing and sequencing for the 25-year redevelopment, along with detailed guidelines on all aspects of the Site. The TPIP is under review and will be used by the Lead Consultant as reference to support the TPMP.

2.1 Planning Context

PSPC Real Property Owner Investor National Office Portfolio Strategy:

PSPC is responsible for: federal office space, and by exception, special purpose assets (heritage, security, science, courts, etc.); providing healthy, safe, productive workspaces to federal employees to carry out their programs; and portfolio management and individual investment decisions, driven by portfolio strategies.

The National Office Portfolio Strategy lays out PSPCs current, whole-of-government portfolio-based approach to real property assets. The strategy is designed to:

- ensure effective and efficient portfolio management, including the modernization of assets, the creation of hubs for departments that provide similar functions, and a reduced space footprint;
- green real property operations, leveraging smart building technology and working toward a carbon neutral Crown-owned portfolio by 2030;
- support people by using office design to facilitate work-life balance, creating hubs aligned to where people live and encouraging the use of flexible work arrangements such as unassigned workstations and telework;
- leverage technology and going digital to enhance productivity and innovation in the workplace; and
- ensure socio-economic benefits for Canadians, striving for a fully accessible workplace, an increased percentage of real property contracts awarded to Indigenous organizations, the creation of mixed use redevelopments, and the implementation of federal legislation related to prompt payment of sub-trades in the construction industry.

The National Office Portfolio Strategy is the foundation for the development of an action plan detailing how to achieve the principles defined in the strategy.

The National Capital Commission's ("NCC") Plan for Canada's Capital:

The NCC's Plan for Canada's Capital 2017-2067 designates the Site as a Federal Employment Area and provides several policy directions that apply to federal office accommodation and more particularly for federal office campuses within the National Capital Region to respond to the changing needs of the urban region.

The NCC's Plan for Canada's capital supports the transformation of the Site into lively workplaces that are better integrated into its surrounding with public transit and active modes of transportation. The Site will be transformed into a complete neighbourhood with urban intensification and improved interface between federal employment areas and the public domain.

The City of Ottawa Official Plan and Zoning By-law Designations:

The Site is defined as a Mixed-Use Centre in the City of Ottawa's Official Plan. The Mixed-Use Centre designation applies to areas that have been identified as strategic locations on the rapid-transit network and lie adjacent to major roads. Mixed-Use Centres constitute a critical element in the City's growth management strategy, being areas with high potential to achieve compact and mixed-use development.

Scott Street Community Design Plan and Scott Street Secondary Plan

Mixed-Use Centres will ultimately develop as "good places" as components of complete neighbourhoods. They should contain development that is both locally and regionally oriented. Where a concentration of single-use activity occurs, the interface with the surrounding community should be improved through such means as the addition of community-serving uses and improved physical linkages. Transforming the Site from a single use federal employment node into a Mixed-Use Centre

as envisioned in the City's Official Plan is further recognized in the implementation of the Zoning Bylaw which designates the Site as a Mixed-Use Centre.

3.0 Key Guidelines Applicable to all Deliverables:

- The TPIP and associated reports and guidelines including but not limited to:
 - The Sustainability Charter
 - Urban Design Guidelines
 - Landscape Design Guidelines
 - Infrastructure Upgrade and Divestiture Strategy
 - Telecom and Technology Assessment
 - Security Considerations Guideline – will be provided after contract is awarded
 - Heritage Interpretative Strategy
 - Land and uses and general densities – will be provided after contract is awarded
- TPMP (PSPC)
- Plan for Canada's Capital (NCC)
- Scott Street Secondary Plan
- City of Ottawa Official Plan
- Scott Street Community Design Plan
- City of Ottawa Urban Design Guidelines
 - <https://ottawa.ca/en/planning-development-and-construction/community-design/design-and-planning-guidelines/completed-guidelines>
- City of Ottawa Park Master Plan Guidelines
 - <https://ottawa.ca/en/city-hall/planning-and-development/new-park-development>
- PSPC Technical Reference for Office Building Design – 2017 (related sections pertaining the water servicing of Federal Buildings)
- Accessible Canada Act

**Note: City of Ottawa Plans and Policies – The City of Ottawa is currently undertaking a new Official Plan and implementing a zoning by-law will have to have regard to all updated plans and policies.*

4.0 Deliverables and Expectations

The intent of this RFP is to retain the successful Proponent as the lead consultant (“**Lead Consultant**”) of the Project, who will be responsible for conducting the necessary planning and analysis required to upgrade and transfer the roadways and infrastructure within the Site to the City of Ottawa. It is anticipated that the Scope of Work will take a up to fifty four (54) months.

We expect the Lead Consultant to be current with the project's existing context and coordinate all facets of the project, including the work of all members of the multi-disciplinary consulting firms on their team, the Company and the Company's federal government partners, PSPC and the NCC where applicable.

To ensure ongoing awareness of the project's advancement, the Lead Consultant will be required to attend and/or lead and facilitate the internal team meetings, relevant workshops as required, presentations and external meetings with City of Ottawa staff, key stakeholders, such as the NCC, and the public.

The Lead Consultant will also be responsible for the coordination of events, planning event preparation, submission of draft applications, receipt of all approvals in principle to deliver a shelf

ready draft plan of subdivision/agreement with the City of Ottawa. and all engineering approvals required to build public roads and to provide services to the site.

The Lead Consultant will retain as part of its team a suite of professional disciplines such as but not necessarily limited to:

Urban planning, architecture with a specialization in urban design, landscape architecture, transportation and municipal engineering, geomatics and structural engineering, wind/noise and vibration engineering, surveying, sustainability, accessibility, arboriculture, indigenous relations, heritage, and financial costing.

The Proponent shall demonstrate the ways in which it plans to use all commercially reasonable efforts to create paid employment opportunities in one or more of the following disciplines: planning, architecture, engineering, accounting, heritage, etc. for members of an Indigenous group.

4.1 Scope Overview

A critical success factor for the Site's redevelopment is the re-alignment, upgrade, and divestiture of the road and infrastructure network to the City of Ottawa ensuring proper municipal servicing and public rights-of-way for the redevelopment of the site. As mentioned in Section 2, all of the work and analysis that will culminate into a plan of subdivision will be completed and approved in principle by all stakeholders and not formally submitted until the internal government disposal process has been completed and approved. This will result in two phases of work pre-disposal and post disposal Services:

The following is a summary of the key deliverables with further details outlined in sections below:

Pre – Disposal Services:

- A complete detailed design for the upgrade and realignment of the roadways, municipal infrastructure and stormwater management
- Class A estimates of the detailed designs
- A phasing and sequencing strategy for the upgrades of the roadway and infrastructure that aligns with ongoing PSPC activities and prioritizes the servicing for the first phase of new offices
- a stormwater management plan for the whole of the Site provision of services, including the lands to be retained by PSPC. The plan should identify any stormwater management requirements to support current and long-term redevelopment activities and follow the guidelines as identified in the TPIP and current City standards
- The development of a draft plan of subdivision and all underlying reports that enables the transfer of the roadways and municipal infrastructure to the City of Ottawa for the creation of municipal rights of way
- Obtain federal and municipal approvals of all roadway infrastructure upgrades and realignments of all sewers, watermains and all other aspects within the right of way.
- The development of a tripartite agreement between PSPC, the Company and the City of Ottawa that outlines the methodology and roles and responsibilities of each organization in the creation of the municipal rights of ways
- Coordination with PSPC, property manager and federal departments at the Site

Post Disposal Services:

- Preparation of up to four (4) sets of Requests for Proposals (“RFP”) documents, project specifications, proposal administration and evaluation in accordance with the Company’s policies, procedures and approved templates
- Obtain all clearances/acceptances/approvals/permits and acceptance associated with the work required
- Procure and manage contracts for the implementation of the roadway and infrastructure upgrades and realignments
- Provide project management and closeout works for up to four (4) potential construction contracts awarded as part of the RFP process

4.2 Lead Consultant’s Responsibility

Reporting to the Company, the Lead Consultant will assume several responsibilities within the following broad roles: Team Leader, , Project Administrator, Professional Planner and Technical Lead, as well as Strategic Advisor. The Company requests that proposals identify dedicated personnel/firms committed to assist the Lead Consultant perform its responsibilities for each of these four roles for the duration of the project. Proponents who dedicate different personnel to various tasks should clarify how tasks will be allocated among personnel, what the reporting relationships will be, and who will assume responsibility for each role. In addition, team leads are to be identified for each role. Included in the identification of the team leads for each role should be an alternate to the team lead who should be well aware as to the schedule and status of the project in case the team lead is not able to attend a meeting.

Proponents must secure and maintain Reliability Security Status for the duration of the Agreement as in accordance with Schedule 13.

Role as Team Leader

The Lead Consultant will be the project’s Team Leader, solely responsible for the day-to-day activities of the diverse multi-disciplinary team responsible for completing the work outlined herein.

It is expected that the Lead Consultant will have or retain the professional services required to complete the following specific municipal applications or obtain the permits/authorizations/notifications:

- a) Application for draft plan of subdivision approval, including subdivision registration
- b) Tri-Party Agreement between the City of Ottawa, PSPC and the Company
- c) Zoning Bylaw Amendment approval, if required to implement TPMP
- d) MECP approval for municipal services
- e) RVCA alteration to watercourse permit
- f) Ministry of Natural Resources Species at Risk, City of Ottawa Tree Conservation/Clearing Permit
- g) Water Permit
- h) Commence Work Notification for municipal services

- i) Commence Work Notification for utilities.

As Team Leader, the Lead Consultant will be responsible for ensuring that any and all studies/plans that may be required by the City of Ottawa or any approval agency are completed in accordance with the stated requirements, guidelines or legislation. The Lead Consultant will be responsible for identifying, retaining the technical expertise and directing it in order to complete this assignment.

The Lead Consultant will prepare and manage the project strategy and schedule in consultation with the Company/PSPC. Any decisions of significance or spending commitments will be made under the Company's direction and approval processes.

As team leader, the Lead Consultant will be required to complete the following tasks:

- Manage all sub-consultants required to prepare reports and/or analysis for the City of Ottawa or any ministry, agency and/or Government policies and objectives (such as the NCC) for which approvals must be obtained to facilitate subdivision registration/fulfil conditions of Tri-Party Agreement, site preparation, site servicing and site commissioning of the work;
- Prepare all plans and documentation required by PSPC for submission to NCC for a Federal Lands use Transaction Approval (FLUTA). Note that PSPC will lead discussions and negotiations with the NCC with the Lead Consultant to support as required;
- Provide Compliance Reports to Company/PSPC through the design phase at 33%, 66 %, 99% and 100% drawing preparation, in conjunction with review of draft reports and plans and prior to subdivision registration/land transfer to the City of Ottawa;
- Prepare all RFPs for all site works, following the Company's procurement and contracting policies and templates, such as soil management, site servicing (sewers, roads, utilities), storm water management facility construction, landscaping, curbs, sidewalks. This shall include specifications, quantity analysis, budgeting/cost estimates, contract review/administration and inspections;
- Responsibility for participating in all meetings including the preparation of all material, development of meeting agenda and meeting minutes to be taken on behalf of the Company for all related planning work;
- Ensure that the conclusions and recommendations of the various team disciplines are integrated into the detailed design of the Site;
- Engage with PSPC, federal tenants and First Nations through the redevelopment process;
- Assist the Company and PSPC with the communication plan for the site services upgrade and transfer of roadways to the City of Ottawa;
- Be responsible for working together with the Company in resolving any problems associated with the project, identifying and addressing issues, balancing competing objectives that may come to light through site investigations, technical study preparation, the technical design studies, team discussions, or during the municipal and public review;
- Provide ongoing strategic advice to the Company based on familiarity and experience with the subdivision and site servicing engineering review and approvals process; and
- Provide Operations and Maintenance Manual as well as Monitoring and Efficiency reports for ponds and bio-swales, as required.

The Team Leader shall compile a team in accordance with the Company's procurement policies of technical expertise for the Site listed later on in the Scope of Work:

Role as Project Administrator

In maintaining the public record for the project, the Lead Consultant will have responsibilities related to the administration of the project and shall direct and manage the services of all sub-consultants. The administrative responsibilities include the following:

- Prepare, coordinate and submit all background/existing condition reports, draft reports, applications, technical reports and other supporting reports and drawings required for approvals;
- Obtain NCC, City of Ottawa, MECP, Parks Canada, Conservation Authority and agency approvals;
- Prepare and/or secure documentation that completes the approval process and brings the new planning permissions into force, including any required plan amendments, by-laws and/or by-law amendments, survey and title documentation, cost-sharing agreements, final planning approvals;
- Ensure that the Company has a complete official record of the process and related approvals, in paper and electronic form, including copies of applications/submissions; technical reports; records of public consultations and officials' correspondence/comments; and City of Ottawa meeting minutes/decisions;
- Determine all application fees and other security deposit requirements;
- Assist the Company and PSPC in preparing presentations and other reports required for senior management and Board, as required; and
- Reporting documents on sustainability mandatory compliance, GBA+ compliance and others as required.

Role as Professional Planner and Technical Lead

The Lead Consultant will ensure that professional planning advice is integrated into all aspects of the project. The Lead Consultant shall create and manage the project schedule and team members. It will be the responsibility of the Lead Consultant to ensure that a registered plan of subdivision, with a public road complete with all services, is provided on the delivery date.

To complete this assignment, the following planning-related tasks are required:

- Prepare a comparative assessment of the NCC and City of Ottawa planning policies and guidelines applicable to the Site;
- Gap analysis of work completed to date under the TPIP and additional studies to support the requirements of the TPIP development and sustainability charter and toolkit;
- Prepare of a planning feasibility analysis/compliance report(s) using the TPIP and Urban Design Guidelines and Sustainability Toolkit as the base median and revisit the input received from the community and stakeholder consultation process, technical studies and design exercises prepared by PSPC for the site as outlined within this RFP;
- Prepare a planning approval schedule and advise the Company of all risks/adjustments to the timeline;
- Work closely with team members and stakeholders and understand their objectives;
- Review and incorporate where applicable relevant municipal guidelines into PSPC Urban Design Guidelines for the redevelopment of the Site and PSPC's Sustainability Guidelines and Accessibility, security, incorporation of central heating and cooling, objectives such as a high-quality public realm/landscape plan, improved connectivity to the surrounding neighbourhood, improve pedestrian and cycling amenities, provide safe access to transportation/transit, demonstrate the subdivision's sustainable development energy efficiency, utilize low impact development design features and building practices, where appropriate, and provide a subdivision design that exemplifies the live/work/play opportunities of a Transit Oriented Development in accordance with the TPIP;
- Produce massing plans (2D/3D images/models/shadow diagrams) and a built form strategy, informed by PSPC's TPIP, for both the Company and PSPC's Urban Design Manuals for the Redevelopment of Tunney's Pasture (March 2018), the Sustainability Tool Kits and the Sustainability Charter for Tunney's Pasture;
- Identify an appropriate mix of building types that are suitable to the Site in compliance with the objectives and land uses as established in the TPIP and the Government objectives of affordable and inclusive housing providing a mix housing type and support of the Sustainability

- Framework of the One Planet Living Community, supported by the market/economic and planning analysis that can be supported by transportation and servicing infrastructure;
- Ensure that the subdivision achieves the minimum targets for the number, sizes and types of housing units consistent with City of Ottawa, the Company and Government objectives related to environmental sustainability, low-cost housing ratios according to Canada Housing and Mortgage Corporation (“**CMHC**”) guidelines and house affordability and healthy lifestyles (i.e. Inclusionary Zoning, Affordable Housing, etc.); and the Sustainability Toolkit;
- Collaboration and responsiveness to the Project objectives and concerns of the public and nearby property owners;
- Prepare a concept plan and work with the Company to produce the draft plan of subdivision;
- Integrate the Urban Design Guidelines and Sustainability Toolkit into a Developer’s Checklist for the Site to direct future development and to ensure that aspirations of the future owners/developers will be achieved; and
- Prepare all applicable municipal planning strategies and/or Land Use By-law amendments, development and zoning applications for the lands to be disposed to the Company and provide advice regarding any supporting studies, as necessary and secure approvals.

Task 4 Role as Strategic Advisor

As the strategic lead advisor, the Lead Consultant will complete the following:

- Assist the Company/PSPC and the Company’s Public Consultation Consultant, PACE Consultants retained to create a public engagement strategy for the Tunney’s Pasture Redevelopment, with the preparation of the communication plan and project communication plan through the redevelopment phase;
- Conduct and participate in all project-related public consultation and stakeholder events and/or meetings. This includes the preparation and supply of all materials developed on behalf of the Company for all related planning work and to support the Public Consultation Consultant, in both Official Languages;
- Participation in required presentations to the NCC’s Advisory Committee on Planning Design and Realty (ACPDR) and Board of Directors if and as required. This includes developing any related presentation materials, as required;
- Participate in required presentations to the City of Ottawa Urban Design Review Panel. This includes developing any related presentation materials, as required;
- Assist the Company/PSPC with negotiation for all agreements;
- Work closely with stakeholders and understand their objectives;
- Liaise and coordinate project meetings as required with the Company, its consultants, and municipal staff;
- Support the Public Consultation Consultant with community and stakeholder consultation meetings in both official languages, as necessary;
- Attend any City of Ottawa planning committee and council meetings, as necessary;
- Participate in the negotiation of development and cost-sharing agreements with the City of Ottawa and advise the Company and its lawyers on the acceptance of agreements and documentation of the commitments arising as a result of the planning process, as requested.
- Prepare market studies to support concept plan development; and
- Prepare cost estimates of the site servicing including service connections to PSPC buildings, decommissioning of service tunnels within the future public streets, utilities and landscaping as required by City of Ottawa for acceptance of roadways.

The project anticipates that public meetings will be required to complete this project. The Proponent shall refer to the Pricing Schedule (Schedule 6) for the Company’s minimum expectations for public consultation.

Lead Consultant's Responsibilities and Deliverables

The Company requests that Proposals identify dedicated personnel/firms committed to assist the Lead Consultant perform their responsibilities for each of these four roles for the duration of the project.

The Consultant Team must be capable of providing the following services/deliverables throughout the project:

- Municipal (Civil) Engineering
 - Deliverables - land development/construction servicing design, detailed engineering, procurement and contract administration; Master Servicing Study; Noise Study; Wind and Vibration Analysis
- Transportation Engineering
 - Deliverables - Including Cycling/Pedestrian Network Designers, Municipal Approvals (CTS/TIA) and Roadway Modification Approvals, electric vehicle stations, electric bicycle stations
- Costing
 - Deliverable - Land Development Construction (annually)
- Land Surveyor
 - Deliverables – Reference Plans, 4M-Plan, Easements, Topographic Survey, Layout and site statistics etc.
- Sustainability and Energy Efficiency Consultant
 - Deliverables – Sustainability Strategy, including Sustainability Charter implementation, Architectural Controls and Urban Design reviews, Resiliency Plan, Community Energy Strategy and report on how the sustainability mandated objectives have been achieved
- Environmental Engineering
 - Environmental Site Assessment
 - Deliverables - Species at Risk, Integrated Environmental Review/ Environmental Impact Study, 10-Year Habitat Management Plan
- Environmental Engineering
 - Deliverables – Phase I, II and III Environmental Site Assessment (rights of way only)
- Geotechnical Engineering
 - Deliverables – Geotechnical Investigation, Quality Control, Soil Analysis (Roadways and Development Blocks) Engineering Design, Municipal Approval, Street tree planting/Landscape Plan Review
- Cultural and Heritage Plan
 - Deliverables – Heritage Resources Impact Report, Heritage Interpretative Strategy
- Accessibility
 - Deliverables – Review of landscape plans, roadway cross sections, site servicing plans in accordance with the Accessible Canada Act, AODA legislation and regulations, the Urban Design Manual and Landscape Plan and the Sustainability Charter
- Urban Design
 - Deliverables - Development Proposal Assessments – Urban Design Guidelines compliance review & Concept Development for the Company parcels in accordance with Federal Standards such as the TPIP and PSPC Urban Design Guidelines and Sustainability Toolkit and all guidelines referenced herein under Section 3.0 – Key Guidelines
- Urban Planning
 - Deliverables - Planning Rationale, Applications for Municipal Approval
- Architecture

- Deliverables - Urban Design Guidelines compliance review, & Concept Development, Supportive Housing Plan, compliance review of sustainability toolkit
- Landscape Architecture
 - Deliverables - Street Tree Planting Plan, Urban Design Guidelines, Architectural Control, Greening and Sustainability Charter Objectives and LID implementation.
- Indigenous Advisory Services
 - Deliverable – review and advisory services to support the consulting team in the incorporation of Indigenous heritage into the overall design

For clarity, the Lead Consultant team will complete the following tasks:

- Land Use Planner – to obtain conditions of subdivision approval and secure clearance of subdivision conditions; confirm zoning compliance and assist the Company with subdivision registration
- Architect - to prepare architectural controls and building on existing urban design guidelines; prepare concept plans (2D and 3D) and property biographies to satisfy subdivision registration;
- Civil Engineer – to prepare detailed engineering drawings; street lighting and composite utility plan, waste collection plan; obtain all approvals required to initiate site servicing; procurement, contract administration and site inspection and all Quality Assurance/Quality Control/Testing;
- Environmental Engineer – to complete Environmental Site Assessment required to support transfer of roadways to City and compliant with Federal requirements;
- Acoustical Engineer – to complete noise impact study, snow removal and in collaboration with landscape architect Low Impact Development features for roadways;
- Transportation Engineer – to complete Traffic Impact Study, pavement marking plan and wayfinding in collaboration with the landscape architect;
- Sustainability Consultant – to complete sustainability strategy, including ensuring compliance with Sustainability Charter prepared by PSPC; complete a Resiliency Plan and complete Community Energy Strategy;
- Landscape Architect – to prepare street tree planting plan; complete street tree planting plan(10-year Landscape Plan);
- Environmental Engineer – to complete and submit Environmental Impact Study and Tree Conservation Reports for subdivision registration; obtain tree clearing permits and how many trees will need to be replanted given PSPC and NCC’s policies re: 2 trees for everyone. Provide a tree removed. replacement plan in accordance with the Sustainability Charter;
- Geotechnical Engineer – to complete geotechnical reports required for subdivision registration; to support engineering design, review of engineering and landscape plans, inspection and all Quality Assurance/Quality Control/Testing, during site servicing; provide direction for Street Tree Planting; and
- Electrical Engineer – to complete preliminary load summaries to support utility design for future development of each subdivision registration.
- Land Surveyor – to complete surveys for easements, land transfers, infrastructure layout and subdivision registration. All survey work will be completed by the Lead Consultant’s surveyor

4.3 Proposed Project Timeline

The stages of the project outlined below provide the anticipated project timing for each stage.

Stages of Project Pre – Disposal	Anticipated Schedule (in Months)
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Stage One Project Review – Gap Analysis, Costing Analysis and Schedule Review	4
Stage Two Public Engagement and Site Investigations	8
Stage Three Municipal Approval Process Including Public Engagement, Detailed Engineering Design, Facility Fit Plans and Street Tree Landscape Plans	12
Subtotal	24
Post - Disposal	
Stage Four – Subdivision Registration/Tri-Party Agreement – Conditions Clearance and Plan Registration/Agreement Execution	6
Stage Five Site Servicing, Project Administration, Project Management & Close Out for the Road redevelopment and decommissioning of the tunnels.	24
Anticipated project timeline	54

Outlined below are the overall deliverables for each stage of the project which will illustrate the level of effort expected by Company/PSPC from the successful Lead Consultant. Additional work may be required to respond to guidelines and/or conditions imposed by approval agencies such as Conservation Authorities.

Stage One: Project Review – Gap Analysis, Market/Costing Analysis and Schedule Review – Roadway and Site Servicing

- Site inspection with project team;
- Review of all existing reports and studies, issue an existing conditions memo and identify information, gaps and preliminary issues, to be addressed and incorporated into the work plan for the project;
- Prepare initial sustainability strategy to define and demonstrate the project's sustainability objectives, priorities and resulting design strategies, and outline compliance with the Sustainability Charter including relevant studies required to meet the requirements of the Sustainability Charter;
- Revise the proposed work plan submitted with the RFP for acceptance and approval of the Company and PSPC;
- Prepare and submit for review draft plan of subdivision and land use plans or surveys as per requirements set out in Schedule 14;
- Prepare an opportunity and constraints matrix for presentation to the community at a public information meeting;
- Prepare a preliminary opinion of cost to upgrade obsolete municipal services and roadways within the Campus Re-Development Schedule prepared by Lead Consultant, complete with phasing;

- Prepare a preliminary Site Servicing issues memo complete with an analysis of the roadway cross sections in compliance with the TPIP road cross section designs and ESAP plans etc, utility and communications servicing options, a preliminary landscape plan, site servicing options and recommendation for sustainability features within the public rights of way in accordance with the TPIP reports etc and on private property as per the Sustainability Charter;
- Prepare a preliminary table of contents for Environmental Impact Study, Transportation Study, Cultural and Heritage Plan; and
- Prepare a Phase I Environmental Site Assessment.

Stage Two: Road way and Site Servicing Background Analysis

- Prepare a preliminary development concept for public meeting and solicit feedback on the development concept/plan of subdivision. This meeting will be held prior to the submission of municipal applications;
- Incorporate public feedback into the development concept;
- Presentations to PSPC, the Company, City of Ottawa and NCC of the redevelopment plan;
- Prepare updated sustainability strategy, illustrating the design decisions required and recommendations proposed;
- Prepare draft demonstration plans for the subdivision for utility and site servicing capacity analysis based on the TPIP for the Company and PSPC for review and approval;
- Attend all pre-application consultation meetings with the community, elected officials and Planning Staff, such as City Planners, Utilities, Conservation Authorities, NCC, MECP and OC Transpo;
- Prepare all reports, plans and documentation required to submit a complete application and obtain municipal according to the City of Ottawa's application submission requirements
- Prepare all display materials and presentations, in both official languages for all meetings
- Prepare matrix of Key Guideline Objectives – Section 3.0 of this RFP identifying the relevant guideline, deliverable and compliance status;
- Prepare aerial perspectives of the preferred option, 3-D massing model/drawings, video perspective and photographs;.
- Prepare implementation and phasing strategy;
- Update to Preliminary Opinion of Cost to upgrade all municipal services and roadways within the Campus; and
- Update Development Schedules.

Stage Three: Submit Municipal Application - Public Engagement, Detailed Engineering Design and Subdivision Registration

- Liaise with the City of Ottawa's Planning Staff and associated agencies to advance the review, approval and preparation of conditions of draft plan of subdivision approval, including presentations before Committees of the City of Ottawa;
- Prepare and present applications to the Urban Design Review Panel, Committees of Council and Council in both Official Languages, if required;
- Prepare reports and minutes of all meetings held in public, with staff and elected officials;
- Prepare all materials, in both official languages, for all public meetings (minimum two meetings);
- Submit applications for approval to City of Ottawa, Ministry of the Environment, Conservation and Parks, the NCC and any agency;
- Prepare and submit for review all required plans or surveys as per Schedule 14;
- Prepare detailed engineering submission of detailed site servicing design including all right of way improvements, coordination of ESAP infrastructure, street lighting and on site/off site intersection improvements;
- Prepare Key Guideline Compliance Report prior to submission of application or documents to City, PSPC or any approval agency;

- Prepare Planning Rationale for the Site to support subdivision registrations;
- Acquire all relevant knowledge of the TPIP (2018), the Urban Design Guidelines (PSPC) and all municipal policies applicable to the Site;
- Provide background support and, if deemed necessary by the Company, attend meetings necessary to satisfy the public consultation; and
- Complete a review of the Secondary Plan, Community Design Plan and the Zoning By-Law in consideration of the Official Plan Review (2020 and the Zoning By-Law provisions due to soil conditions, utilities and site topography.

It is expected that the following activities and reports will be provided to fulfill the conditions of subdivision approval prior to subdivision registration.

Geotechnical Study

- Prepare a Geotechnical Study for the Site consistent with the City of Ottawa study guidelines. The Geotechnical Study must satisfy municipal requirements to achieve the Company's objectives. The Proponent should refer to: <http://documents.ottawa.ca/sites/documents.ottawa.ca/files/documents/cap137602.pdf>
 - The study must contain at a minimum the following testing/results/evaluations:
 - ✓ Bore hole investigations, including rock coring;
 - ✓ Groundwater level measurements;
 - ✓ Laboratory testing according to soil type;
 - ✓ Provide recommendations for:
 - Site Grading of all development blocks that are not under federal jurisdiction in the Site;
 - Assessment of pavement and right-of-way the Site;
 - Foundation Design;
 - Seismic Design and Seismic Liquefaction;
 - Excavations and Impacts on Adjacent Structures/Properties/Utilities; Bearing Capacity for shallow foundations and an estimate of the settlements;
 - Stabilization of existing foundation members;
 - Lateral support parameters for earth retaining structures;
 - De-watering of excavation;
 - Use of excavated material as backfill;
 - Vibration limits for excavation and construction activities;
 - Soil compaction.
 - Pipe Bedding;
 - Topsoil and excess material Management;
 - Drainage;
 - Earthworks associated with Site Servicing;
 - Pavement, Sidewalk and Walkway Design;
 - Corrosion and Cement Type;
 - Frost Heaving;
 - Contaminated Soil and Groundwater;
 - Slope Stability and Retaining Walls, including setbacks from the LRT trench, roadway bridges and existing buildings;
 - Inspection. and Review during Construction;
 - Tree Planting Recommendations, including analysis for tree planting in clay soils (Atterberg testing) if required.

- Provide on-site construction quality control supervisory services and site inspection of the Contractors' works and the review of the Contractors' QA/QC documentation for the Site during site servicing, road construction, preliminary lot grading and during construction (Compaction testing and material testing of concrete and asphalt will be the responsibility of the site servicing contractor)
- Provide recommendations and special provisions for earth works and geotechnical requirement for inclusion into RFP for Site Servicing;
- Provide recommendations for each phase of work, such as excavation, site servicing, topsoil/fill management, grading and if required, site filling;

Environmental Study

- Prepare an Environmental Impact Study that satisfies municipal requirements to achieve the Company's objectives;
- Conduct review of the Site including an inventory of significant trees, plants and wildlife within the Site;
- Conduct site visits and wildlife surveys to determine the presence of species at risk in the Site including all roadway improvements/construction;
- Prepare all necessary reports, memos and recommendations required by the City of Ottawa, Ministry of Natural Resources and/or the Conservation Authority required to complete applications for permits and approvals associated with habitat removal in the Site and all roadway improvements/construction. This shall include preparing correspondence and attending meetings with the City of Ottawa, the Ontario Ministry of Natural Resources, the NCC and the Conservation Authorities;
- Review the conditions of Draft Plan of Subdivision Approval and ensure that the Environmental Impact Study "EIS" and Tree Conservation Report "TCR" addresses all of the applicable conditions of draft plan of subdivision approval for the Site;
- Prepare a topsoil and excess material management plan with input from the geotechnical engineer; and
- Prepare an Environmental Impact Study consistent with the City of Ottawa's most up-to-date study guidelines. The Proponent should refer to the document at the attached link, as updated by the City of Ottawa from time to time:
http://documents.ottawa.ca/sites/documents.ottawa.ca/files/documents/eis_guidelines2015_en.pdf

Tree Conservation Report

- Prepare a Tree Conservation Report for the Site that satisfies municipal requirements to achieve the Company's objectives;
- Conduct field reviews/surveys and prepare an inventory of all trees, including identification of significant trees, stands of trees and vegetation and trees on adjacent properties. The inventory shall include diameter at breast height measurements, an assessment of health and photos of trees recommendation for retention;
- Conduct a Butternut Survey including a health assessment prepared by a registered Butternut Health Assessor;
- Provide recommendations for tree preservation including all mitigation measures to increase the potential for retention;
- Review the conditions of Draft Plan of Subdivision Approval and ensure that the TCR addresses all conditions; and

- Prepare a Tree Conservation Report consistent with the City of Ottawa's most up-to-date study guidelines and obtain tree clearing permits, as required. The Proponent should refer to the document at the attached link, as updated by the City of Ottawa from time to time:
<https://ottawa.ca/en/residents/water-and-environment/trees-and-community-forests/protection/tree-conservation-report-guidelines>

Wildlife Protection & Tree Preservation

- Recommend and inspect wildlife protection measures and tree preservation measures prior to tree clearing, site preparation such as topsoil stripping, site servicing or infrastructure removal;
- Attend meetings with the Company project team, including the design civil engineer, landscape architect, the site servicing contractor and landscape contractor;
- Submit applications and obtain approvals sought from external agencies such as but not limited to the City of Ottawa, the Ontario Ministry of Natural Resources, Ministry of the Environment, Conservation and Parks, the Conservation Authority and the NCC; and
- Review of project plans/engineering submissions for roadway modifications, site servicing and landscaping approvals to the City of Ottawa and Ministry of the Environment, Conservation and Parks.

Architectural Services

- Complete Cultural and Heritage Plan to support the creation of a site identity; and
- Create concept plans for campus to support engineering design and utility requirements in accordance with the PSPC's TPIP and Urban Design Guidelines and Sustainability Toolkit with the building heights and density targets, design guidelines and Sustainability Charter for Tunney's Pasture. In addition, the concept plans shall reflect the Secondary Plan, City of Ottawa 2008-250 Zoning By-Law provisions, the City of Ottawa's Design Guidelines for High Rise Buildings, Urban Design Guidelines and the Sustainability Charter.

Sustainability

- Prepare a project-specific Sustainability Strategy to define and demonstrate the project's site servicing/roadway upgrades sustainability objectives, priorities and resulting design strategies. The Sustainability Strategy is to be updated at every subsequent project delivery stage, illustrating the design decisions required and recommendations proposed;
- Demonstrate site servicing/roadway upgrades compliance with the Urban Design Manual for the Redevelopment of the Site and the Sustainability Charter for Tunney's Pasture Redevelopment, incorporating design strategies, including mandatory requirements and Key Performance Indicators (KPIs) into the Sustainability Strategy, giving consideration for higher level voluntary requirements, where feasible, and tracking compliance via checklists outlined in the Sustainability Charter;
- Complete a Resiliency Plan to define implementable resiliency guidelines aligned with the City of Ottawa, to ensure all site servicing/roadway upgrades contributes to long term resiliency needs and goals;
- Complete a Community Energy Strategy to determine the extent to which site servicing/roadway upgrades in the Site can achieve a low-carbon future, particularly given the existing/future on-site district energy system (ESAP), long-term goals to reduce emissions through ESAP, and the opportunity to drive down emissions within the private sector;
- Incorporate into the Sustainability Strategy for the site servicing/roadway upgrades findings from relevant studies required to meet requirements of the Sustainability Charter, including:

10-year Landscape Plan; Cultural and Heritage Plan; Resiliency Plan; 10-year Habitat Management Plan; Community Energy Strategy; Supportive Housing Plan; and

- Ensure that One Planet Living (OPL) principles are upheld in the site servicing/roadway upgrades and confirm that OPL endorsement/certification can be pursued in the future, if and when feasible.

Transportation Impact Study

- Prepare a Transportation Impact Study that satisfies municipal requirements to achieve the Company's objectives;
- Review and verify all necessary background information available to assist with the research, analysis and assessment of the current cycling, transit, pedestrian and road network;
- Complete background research required to forecast travel demands affecting development plans for the site;
- Identify existing transportation issues within the study area; (if required) Identify for consideration by the Company's planning consultant any suggested modifications;
- Review and abide by the City of Ottawa 2017 guidelines "Transportation Impact Assessment Guidelines" (2017 or as revised) and/or other relevant guidelines required under the municipal approvals, provincial or federal departments in order to prepare a Transportation Impact Study in compliance with submission requirements to secure planning approvals by the municipality;
http://documents.ottawa.ca/sites/documents.ottawa.ca/files/tia_guidelines_en.pdf
- Complete a Transportation Impact Assessment in compliance with the City of Ottawa requirements to support municipal applications for the development of the site; 2017 guidelines the City of Ottawa's "Transportation Impact Assessment Guidelines" (2017 or as revised);
http://documents.ottawa.ca/sites/documents.ottawa.ca/files/tia_guidelines_en.pdf
- Conduct site visits as required by the City of Ottawa in order to document, update, describe and analyze existing conditions of the adjacent road network to ensure compliance with all City guidelines. Including: intersections, roadways, traffic controls, sidewalks and pathways (i.e. conduct traffic counts etc.);
- Conduct site visits to complete manual/automated traffic counts (as required);
- Confirm off-site roadway modifications for non-crown owned lands if different from the TPIP required for the Site including a phasing plan for the work as required;
- Secure all approvals for the roadway connection to the Site;
- Acquire all relevant knowledge of the Community Design Plan "CDP", the Secondary Plan, Zoning, Draft Plan of Subdivision, and approved landscape plans for adjacent lands, and relevant supporting studies prior to commencement of work;
- Provide background support and, if deemed necessary by the Company, attend meetings necessary to satisfy the public consultation required by City of Ottawa planners;
- Attend internal meetings with the Company, other Consultant Team members, and the successful respondent's sub-consultants, as required for timely completion of the project; and
- Submit a draft Traffic Impact Assessment ("TIA") to support the subdivision/development agreement registration to support the transfer of private roadways within the Site to the City of Ottawa. Please refer to <https://ottawa.ca/en/city-hall/planning-and-development/how-develop-property/development-application-review-process/pre>

Planning Advisory Services

- Provide professional land use planning advice during the negotiation of subdivision/development agreements;
- Prepare planning rationale to support subdivision/development agreement registration;
- Complete zoning review of concept plans; and
- Assist Architect, Landscape Architect, Land Surveyor and Engineering Team with interpretation of policy, zoning and negotiation of conditions of approval.

Civil Engineering /Design/Electrical Engineering/Structural Engineering

- Prepare and secure approval of detailed design drawings for on-site and offsite roadways upgrades/improvements, lot grading, storm water systems, storm water management facility, sanitary sewer systems and water supply systems, including all calculations and documentation required by the approving authorities. All information necessary for the removal of the existing roads and services shall also be included;
- Prepare reports and secure approval of detailed design for all external improvements on non-crown lands, including
 - Off Site Stormwater improvements;
 - Off Site Sanitary infrastructure improvements; and
 - Roadway modifications;
- Prepare and secure approval of detailed design drawings for all composite utility plan including electrical distribution, street lighting and all communication services within the development including their connection to Hydro Ottawa system and including all calculations and documentation required by the approving authorities;
- Prior to first submission to the approving authorities, prepare and submit cost estimates to the Company for all removals and construction of all infrastructure, which shall be based on the detailed design for each phase;
- In coordination with the utility companies, initiate and coordinate the design of gas, hydro, telephone and cable telecommunication services for the development including the preparation and approval of the Composite Utility Plan (CUP);
- Submit to, coordinate with, and secure approvals from all required approval authorities for all facilities and permits, approvals such as commence work, ECA, RVCA, and coordinate with other consultants for Tree clearing permit, MNR permits or additional requirements;
- Prepare all drawings to the standard and format required by the various approval authorities.
- Prepare all utility load calculations for each development block to the standard and format required by the various approval authorities;
- Coordinate with the Company, the City of Ottawa, the NCC and all other approval authorities as required, to assist in negotiating the details of development agreements, easements, permits/approvals related to servicing and clearing of Draft Subdivision Conditions for plan registration;
- Coordinate with the Company's surveyor as required during detailed design, site servicing and landscaping design.
- Prepare all construction cost estimates required by the approval authorities for inclusion in development agreements and posting of related securities; and
- On a yearly basis issued before the end of April, for the term of the Agreement, prepare updated Class "C" budget estimates the cost of servicing for each phase of site servicing/roadway upgrades, using prior knowledge, tendered and as-built costs.

Landscape Architectural Services

The successful Proponent will be required to work closely with the Company in support of achievement of the following tasks:

- Acquire all relevant knowledge of the CDP, Secondary Plan, Zoning, Draft Plan of Subdivision, and approved landscape plans as accorded to PSPC's TPIP and Urban Design Guidelines for adjacent non-crown lands, and relevant supporting studies prior to commencement of design work;
- Complete 10-year Landscape Plan including: incorporating nature through environmental features, light and space, and natural shapes and forms; incorporating nature's patterns through Natural Patterns and Processes and Evolved Human-Nature Relationships; unique connections to place, climate and culture through Place-Based Relationships; and the provision of sufficient and frequent human-nature interactions, throughout the Community to connect the majority of occupants with nature directly;
- Provide background support and, if deemed necessary by the Company, attend meetings necessary to satisfy the public consultation required by City of Ottawa parks planners and forestry department;
- Complete all landscape architecture work required to prepare right-of-way/street tree planting plan for the Site and assist with the completion of the composite utility plan;
- Secure approvals of the right-of-way street tree planting plan;
- Submit regular progress reports to the Company on the status of required work. Progress reports shall confirm level of effort and hours to date in relation to the project budget; and
- Prepare project schedule and issue monthly updates to schedule (i.e. Microsoft Project).

Land Surveyor

- Prepare all legal plans concept plans, easement plans for the development; and
- Prepare certificates as required for municipal approval.

Project Meetings

The successful Proponent will be required to complete the following as part of the overall project works:

- Prepare for and attend biweekly meetings with the Company team as required. For this RFP response, respondents should budget for 20 - 2-hour meetings per year; and
- The Proponent should budget for an additional 10 meetings for stakeholder consultations.

Stage Four – Subdivision Registration

The successful Proponent will be responsible for clearing all conditions of subdivision approval/tri-party agreement for the transfer of the Site's right of way/roadways to the City of Ottawa. This shall include completing all supporting reports, analysis/property investigations and coordination/negotiation with the City of Ottawa, NCC, MECP and any relevant approval and/or permitting agency.

For clarity, the successful Proponent will be responsible for retaining and maintaining a team with the expertise required to update the complete the following reports suitable for submission to the City of Ottawa and all relevant approval and/or permitting agencies. The nature and scope of the reports, investigations, studies and/or technical memos required for approval will be determined by the approval and/or permitting agency. The list below is not intended to be definitive: this list is provided to demonstrate the scope of investigations required to address all relevant requirements of the City of Ottawa:

- Geotechnical investigations and Reports
- Transportation impact study including Pavement Marking Plan,
- Environmental impact study including Species at Risk Assessment

- Tree conservation report including Species at Risk Assessment and Tree Clearing Permit and tree replacement plan
- Noise Impact Study
- Engineering Design/Service Brief/Update Master Servicing Study/Street Lighting Plan
- Street Tree Planting Plan
- Composite Utility Plan and Hydro & Gas Load Summary
- Waste Collection Plan, if required
- Planning Rationale
- Zoning By-Law Review
- LID Features and Sustainability Charter
- Cost Estimates
- Waste Management Plan (waste diversion)
- Environmental Engineering and Environmental Site assessments
- Survey Plans
- Cultural Heritage Plan – Heritage Designations and Commemoration Plan
- NCC approvals - to support site servicing and subdivision registration

Stage Five: Preparation of RFP Documents, Project Specifications, Proposal Administration and Evaluation

The successful Proponent will be required to issue on behalf of the Company a potential of four (4) Requests for Proposals, in compliance with the Company's policies, procedures and approved templates, for the following services for site servicing/roadway upgrades:

- **Site Servicing Contract for municipal infrastructure upgrades (2)**
- **Roadway Realignment and Divesture Contract (2)**
- The successful Proponent as part of this work will be required to adhere to the Company's procurement policy and will work with the Company in the preparation, administration and evaluation of each required RFP (4 separate RFPs to be issued) and proposal submission documents. As part of the preparation of RFP Documents, project specifications and proposal administration works, the successful Proponent will be required to complete the following tasks:
 - Assign a qualified individual responsible for, but not limited to management and coordination of consultant resources and activities in the achievement of project requirements, schedule, and quality of work. This individual will be the primary point of contact for the Company's correspondence, deliverables and coordination in relation to the work.
 - Act as the Company's technical advisor and be responsible for generating the RFP package in accordance with the Company's procurement policies and procedures for the works related removal of all existing infrastructure and roads and construction of all new roads and infrastructure required to service the Site. The successful Proponent is to generate the scope of work to be included into the RFP document and will be included within the Company's standard front-end procurement documents and the Company's standard contract documents to be used in a competitive RFP process.
 - Act as the Company's technical advisor as it relates to all engineering services and as it relates to the described works;
 - Conduct reviews of project plans including construction documents, site servicing drawings and RFP, including job specifications and any other requirements ensuring compliance with

both the recommendations of the geotechnical report for the Site and/or any regulatory requirements;

- Ensure compliance with the Sustainability Strategy, including compliance with the Sustainability Charter and Urban Design Manual;
- Generating contract specifications and RFP documentation (utilizing the Company's RFP template), supplemented by drawings and other documents as required to clearly define the scope of work in accordance with municipal and provincial regulatory requirements;
- Advising the Company on schedule requirements associated with the scope of work and collaborate with the Company to identify impacts of the work in relation to the overall project goals; and
- Provide a detailed pre-RFP cost estimate (Class B) and construction schedule anticipated for the works outlined in the RFP and provide the anticipated separate costs associated with the components of the work.

The successful Proponent will be required to work closely with the Company in support of achievement of the following RFP Coordinator tasks:

- Working under the direction of the Company ensuring that the competitive process complies with the Company policies and is conducted fairly;
 - consulting with relevant Company personnel indetermining the procurement strategy; facilitating the preparation of a detailed description of the opportunity;
 - determining the timing for different stages for the process, including whether and how presentations, site visits or other parts of the process will occur (and whether and how shortlists may be used);
 - determining the evaluation team composition;
 - determining the evaluation criteria;
 - using the appropriate form of contract as directed by the Company;
 - execution of the Company's Conflict of Interest Disclosure Forms;
 - ensuring that evaluation team members are aware of their confidentiality and conflict of interest obligations;
 - ensuring that evaluation team members sign the Company's standard non-disclosure agreement form;
 - ensuring that Company personnel and evaluation team members are aware of the black-out period and the need to restrict communications with Respondents and prospective Respondents;
 - preparing the RFP documents on Company-approved templates;
 - publicizing and distributing the RFP documents using the appropriate publication media or advertising opportunity (depending on whether the process is invitational or open);
 - coordinate and conduct a Respondent site meeting, manage all communications with Respondents and prospective Respondents during the process, up to and including the time that the contract is signed by all parties;
 - opening proposals, determining whether each proposal has met all mandatory requirements;
 - coordinating the evaluation process, arranging evaluation team meetings and taking minutes; consolidating scores; completing an analysis and scoring of price/cost; and communicating results to evaluation team and to Respondents (as applicable, and at a suitable time in the process);
 - resolving issues of responsiveness, clarity, and acceptability of proposals in consultation with the Company's project members and/or the Company's General Counsel/Legal Department;

- overseeing the timing of any contract negotiations with the highest ranked Respondents;
- coordinate the execution of the Agreement by/distribution to the contractor and the Company;
- issuing contract award notices once the contract is signed, as required;
- administering security deposits (if applicable); and
- retaining records to substantiate decisions and document the process.

Project Management and Closeout

The successful Proponent will be required to provide Project Management and Closeout works for a potential four (4) construction contracts awarded as part of the RFP process:

- **Site Servicing Contract for Tunney's Pasture (2)**
- **Roadway Modification Contract for Tunney's Pasture (2)**

The successful Proponent will be required to:

- Lead biweekly project meetings with the Company project team, the site servicing contractor and landscape contractor;
- Support and be responsible for the Company project team with applications and approvals sought from external agencies such as but not limited to the City of Ottawa, the Ministry of Environment Conservation and Parks, the Conservation Authority and the NCC;
- Act as the Company's advisor and report on findings and/or recommendations as required;
- Act as the contract administrator for the project. The contract administrator responsibilities are to oversee the site work on behalf of the Company to assess the project's progress and compliance with all requirements including, but not limited to, review of work, providing necessary background information and recommendations on contemplated change notices, preparation of the recommended change orders, evaluation of contractor progress claims, approving and issuing recommendations for progress payments, coordinating with municipal, provincial and regulatory authorities;
- Co-ordination of the construction start up meetings;
- Co-ordinate legal surveys for the placement of survey points required for all construction and utility installation; Coordinate on-site testing by the geotechnical consultant (e.g. compaction, concrete, asphalt, etc.) and review the test results with respect to conformance with plans and specifications. The successful Proponent shall make recommendations to the Company with respect to any non-conforming results;
- Resolve utility conflicts encountered during construction which arise due to unforeseen site conditions;
- Review and approve commissioning process required to achieve the sustainability targets for the project;
- Review and approval of all shop drawings, alternative design proposals and preparation of additional sketches, drawings and specifications for the purpose of providing clarification during construction;
- Review and approve all sustainability performance submittals as specified including Health and Wellness Plan for construction staff, waste management submittals, Environmental Product Declarations (EPDs), etc.;
- Review the contractors' progress and holdback payment requests and prepare certificates to the Company with recommendation for payment;
- Make recommendations to the Company regarding claims for extra compensation by the contractor and prepare change orders as required;
- Certify as-constructed quantities for final payment to contractors, subcontractors etc.;

- Prepare substantial and final completion certificates and conduct inspections in relation to the contracts;
- Initiate and coordinate the establishment of maintenance periods and final assumptions with the City of Ottawa, including the coordination of inspections and the contractors' repair of deficiencies;
- Initiate and coordinate reductions of the Company's performance securities with the City of Ottawa;
- Coordinate the compilation of final field survey information by the contractors and complete all required as-built drawings;
- Complete Sustainability Manual outlining the purpose and intended function of each sustainability feature and related operations and maintenance guidance for right of way/roadways and infrastructure on NCC lands;
- Provide full time inspection (as required) to monitor progress of the project, contractor performance, or to verify information related to contemplated change orders;
- Co-ordinating and attendance of bi-weekly site meetings (including preparation and circulation of meeting minutes) and conduct a construction review to monitor progress and compliance with contract and regulatory requirements and report on the findings as required;
- If required, submit applications on behalf of the Company. All applications will be provided to the Company for review and approval prior to submission. Associated fees will be payable directly by the Company;
- Ensuring the contractor and subcontractor (if applicable) secures any related permits, road closures, locates etc. prior to commencing site work;
- Provide oversight as required for the duration of the project. The Proponent is to provide the company with cost estimates based on contract unit pricing to complete any additional work required for the project; and
- Coordinate as required with consultants and contractors for the duration of the project.

General Project Administration:

- **Project meeting requirements** – The Proponent should assume that project requirements include initiating, preparing and attending various project meetings with various stakeholders, consultants, contractors and/or agencies. The Proponent is to assume the following types of meeting requirements:
 - **Project Meetings** - The Proponent will assume that the work requires regular project meetings in support of overall works for civil engineering detailed design, contract administration and site supervisor services, The Proponent is to provide hourly rates for all staff added to support the Company, the Company's consultant team, the City of Ottawa and any other approval agencies.
 - **Public Consultation Meetings** - The Proponent is to assume that the project requires public consultation meetings and is to provide hourly rates for all team members, display material rates and rates per public meeting staff added to support public consultation meetings.

Pricing Schedule 6 outlines various project meeting requirements anticipated for the Scope of Work. The Proponent is requested to provide lump sum pricing based on the assumptions outlined in the Pricing Schedule 6. The Company reserves the right upon award of contract to identify an allowance based on project meeting requirements to be determined and approved by the Company and the successful Proponent at the project start-up meeting.

All public reports and presentations shall be provided and presented in both official languages.

In addition to the above-noted work the successful Proponent may be required to complete all additional work identified by the external stakeholders and/or administrative authorities from which approval is required (NCC, City of Ottawa, Conservation Authority.) and retain any additional expertise necessary to implement the redevelopment plan, and obtain all necessary approvals for Stages 1 to 5 inclusive as described herein over the duration of the project. All additional work will be submitted to the Company for review, complete with a fee proposal calculated using the hourly rates contained herein, prior to commencement.

Proponent Electronic Document Transfer

Electronic copies of technical documents, photos, diagrams, heritage details and relevant supporting studies related to the Site will be made available to the Proponents and/or its proposed subconsultants (if necessary) in a data room upon request, following the execution of the appropriate Non-Disclosure Agreement contained at Schedule 12.

Potential Submissions

The Scope of Work has outlined stages in support of achieving the project goals and objectives. The following list identifies potential studies and/or plans that may be required in support of the redevelopment of the Site and the successful Proponents may be required to obtain the various planning/stakeholder approvals related to the below. Approval agencies may require additional submissions: the Proponents must anticipate the future requirements of approval agencies when evaluating the scope of work. This list is provided to demonstrate the disciplines or areas of expertise required on the Lead Consultant team. Each discipline will need to demonstrate compliance with the Sustainability Charter.

Engineering Requirements:

1. Site servicing plan/study
2. Grade control and drainage plan
3. Geotechnical study/ slope stability study, if required
4. Composite utility plan and street lighting plan
5. Ground water impact study
6. Servicing options report
7. Transportation impact assessment (TIA)/Community Transportation Study
8. Erosion and sediment control plan/brief
9. Storm water management report/brief
10. Hydro geological and terrain analysis
11. Hydraulic water main analysis
12. Noise, Vibration and Wind study
13. Roadway modification functional design (on and off site)
14. Structural Engineering, if required
15. Confederation Line proximity study
16. Cost estimates
17. Environmental Site Assessment
18. Waste Management Plan
19. Grading Plan – Excess Soil Management Plan
20. Sustainability Charter Compliance Reports

Planning/Architectural Requirements

1. Concept plan showing proposed land uses
2. Planning Rationale and compliance with sustainability charter and toolkit
3. Cultural heritage impact statement
4. Landscape plan including Street Tree Planting
5. Archaeological resource assessment Study (Stage I, II and III, if required)
6. Survey plans
7. Urban Guidelines Compliance Reports

Sustainability Requirements

1. Sustainability Strategy, including Sustainability Charter compliance reporting for site servicing/roadway upgrades

Environmental Requirements

1. Phase 1 environmental site assessment for roadways
2. Impact assessment of adjacent waste disposal/ former landfill site, if appropriate
3. Phase 2 environmental site assessment
4. Tree conservation report
5. Environmental impact statement/ impact assessment of endangered species
6. Integrated environmental review

Consultation/Marketing Requirements

1. Public consultation strategy in consultation with the Public Consultation Consultant

OVERALL PROJECT TEAM

The successful Proponent shall retain the following expertise in order to obtain subdivision registration and all requisite approvals. The overall project team must consist of the following disciplines that include:

- Architect
- Civil Engineer
- Acoustical Engineer - Noise Impact Analysis
- Transportation Engineer
- Geotechnical Engineer
- Low Impact Development Engineer
- Wind and Vibration Engineer - Wind and Vibration Analysis
- Electrical Engineer
- Sustainable Design Specialist
- Construction Cost Analysis
- Landscape Architect
- Planning
- Environmental Consultant (Natural Systems)
- Arborist/Butternut Health Assessment
- Environmental Engineer
- Archeological Consultant
- Surveying

The Company will engage the following disciplines to assist with the Company's obligations associated with the subdivision registration and all requisite approvals

- Legal

If during the course of the works described above, namely, within this Schedule 1, it is identified that any additional works are required in support of municipal approvals, Company or PSPC objectives beyond the original scope of the work and/or if there are requirements to provide additional technical guidance as it relates to civil engineering, consulting, planning advisory services and/or any professional services referenced herein for the Site redevelopment, the successful Proponent will be required to provide the Company with a detailed fee proposal based on the quoted hourly rates and fees as well as outlining the nature of the work and supporting rationale for review, consideration and approval by the Company.

**Schedule 2
Proposal Checklist Schedule**

This checklist is provided for convenient reference and is intended to set out the key elements that must be included as part of a Proposal. Proponents must carefully review the RFP to ensure that it has met all RFP requirements – this checklist may not include all details. Proponents are not required to include this checklist as part of their Proposal.

Yes / No?	Checklist
	Does your Proposal comply with the format requirements at Section 3.2.1 (General)?
	Does your Proposal include completed versions of the forms set out at Section 3.2.2)?
	Have you completed the Mandatory Requirements Checklist Schedule, and included it as part of your Proposal?

**Schedule 3
Mandatory Requirements Checklist Schedule**

The Proponent should indicate the page number in its Proposal where each mandatory requirement can be found. In the event that the Company determines, in its sole discretion, that any mandatory requirement is not met, the Proposal shall be disqualified.

	Mandatory Requirements	Page #
M1	3.3.1 Mandatory Requirements Checklist (i.e., this checklist)	
M2	3.3.2 Declaration and Certification	
M3	3.3.3 Unfair Advantage and Conflict of Interest Statement Schedule	
M4	3.3.4 References	
M5	3.3.5 Proponent Consortium Information	
M6	3.3.6 Certificate of Compliance or declaration in the Proposal that a Certificate of compliance has already been submitted and no change of ownership	
M7	3.3.7 WHMIS Training	

Schedule 4
Unfair Advantage and Conflict of Interest Statement Schedule

Prior to completing this Statement, the Proponent is advised to review the definitions of Unfair Advantage and Conflict of Interest set out in Section 2.1 (Definitions) of the RFP. In the event that the boxes below are left blank, the Proponent shall be deemed to declare that (a) it has had no Unfair Advantage in preparing its Proposal and (b) there is no foreseeable actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If either or both of the statements below apply, check the appropriate box:

- The Proponent declares that there is an actual or potential Unfair Advantage relating to the preparation of its Proposal.
- The Proponent declares that there is an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

In the event the Proponent declares an actual or potential Unfair Advantage and/or an actual or potential Conflict of Interest (by marking either of the boxes above), the Proponent shall provide all relevant detailed information below.

The Proponent agrees to provide any additional information which may be requested by the RFP Coordinator, in the form prescribed by the RFP Coordinator. Where, in its sole discretion, the Company concludes that an Unfair Advantage and/or Conflict of Interest arises, it may, in addition to any other remedy available to it at law or in equity, disqualify the Proponent's Proposal, or terminate any Agreement awarded to the Proponent under the RFP.

[INSERT LEGAL NAME OF PROPONENT]

Signature of Witness

Signature of Proponent representative

Name of Witness

Name and Title

Date:

I have authority to bind the Proponent.

**Schedule 5
Corporate Overview Schedule**

For any Proponent consortium, including joint ventures or partnerships, each member of the consortium should complete a separate Schedule. Please list any assumptions made when answering the questions below.

Proponent Name: _____

Consortium Member Name: _____

Item	Proponent Response
Indicate whether incorporated, partnership, sole proprietorship or other	
Private company/public company (exchange listed on)	
Canadian head office location and registered office	
Corporate head office location (if different then above)	
Brief overview of the company background	
Organizational chart, if applicable	
Has your company or division been involved in a merger or acquisition in the past five years?	
Legal Actions (3.3.7)	

Schedule 6 Pricing Schedule

The Proponent should use the following charts to set out its pricing. Where an item is irrelevant, indicate "N/A" in the space provided. The information listed below is not a complete description. All Proponents should refer to and review the applicable sections in the RFP before responding. In addition:

- a. all prices shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, profit, permits, licenses, labour, carriage insurance, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates. All prices shall be quoted exclusive of the harmonized sales taxes or other similar taxes, each of which, if applicable, should be stated separately;
- b. all prices for public reports must include the cost of preparing or translating a document into French or English;
- c. all prices quoted, unless otherwise instructed in this RFP, shall remain firm for the period set out in the RFP;
- d. in the event of any discrepancy in the pricing, the lowest unit price submitted shall prevail.

Proponent Name _____

Pricing

The Proponent as part of completing the price table below is to complete a comprehensive review of the tasks and deliverables outlined in Schedule 1 - Scope of Work and provide a lump sum price for each stage of the work outlined.

For the evaluation of the pricing, the total of Part A (the lump sums provided by each Proponent for Stages 1, 2, 3, 4 and 5) will be added up and the sum of these lump sums will be used to calculate the points for that Proponent.

PART A

Stage One: Project Review

Gap Analysis, Preliminary Plans, Reports and Schedules and Costing	L.S. \$
Eight (8) – Three (3) hour biweekly project team meetings	L.S. \$
Three (3) – Two (2) hour Project Updates	L.S. \$
Subtotal for Stage One	

Stage Two: Project Analysis

Implementation Plans, Reports and Studies – Preparation for application for Municipal Approvals	L.S. \$
Twelve (12) – Three (3) hour biweekly project team meetings	L.S. \$
Three (3) – Two (2) hour Project Updates	L.S. \$

Subtotal for Stage Two

Stage Three: Municipal Applications

Municipal Approvals, Public Engagement, Detailed Engineering Design	L.S. \$
Twelve (12) – Three (3) hour biweekly project team meetings	L.S. \$
Three (3) – Two (2) hour Project Updates	L.S. \$
Subtotal for Stage Three	

Stage Four: Subdivision Registration and Engineering Approvals

Subdivision/Development Agreement Registration and Approval of Engineering Design	L.S. \$
Twelve (12) – Three (3) hour biweekly project team meetings	L.S. \$
Three (3) – Two (2) hour Project Updates	L.S. \$
Subtotal for Stage Four	

Stage Five: Site Servicing

Site Servicing Project administration and Project Management	Percentage of Construction Value %
RFP Preparation – Site Servicing Contract	L.S. \$
Twenty-six (26) – Three (3) hour biweekly project team meetings	L.S. \$
Subtotal for Stage Five	

Subtotal of all Stages

Applicable Taxes

Total

PART B

Unit and Hourly Rates

In support of the above lump sums, Proponents should provide a breakdown of unit and hourly rates for each discipline.

Project Meetings

In addition to the project meetings outlined within each stage of the work the Proponent is to provide hourly rates for all staff added to support the project, the Company, PSPC, the NCC, the City of Ottawa and any other approval agencies.

Two (2) Hour Meeting Rate (\$ / meeting) – Internal/Agency

Two (2) Hour Meeting Rate (\$/meeting) – Public Meeting

Proponents must also submit hourly rates for all team members, display material rates (including web-ready material) and rates in support of the lump sum fees provided for workshops and public meetings.

Disbursements

Project related disbursements

L.S. Sub-Total \$

Disbursements shall not include any meals, travel or telephone charges, shall be commercially reasonable, and shall be subject to the written pre-approval of the Company.

Invoices for the Disbursements will be based on the above itemized list with details of percentage complete and totals of the Agreement.

Disbursements shall be paid as incurred with documented proof to a fixed upset limit.

The Proponent must provide a breakdown of unit rates, hourly fees for staff and equipment in support of the lump sum fees outlined within the Pricing Schedule 6. These unit rates and hourly fees must be honoured by the successful Proponent for any additional work that may arise. **Hourly rates will be used for additional meetings and additional investigations/work.**

The successful Proponent will be required to submit regular progress reports to the Company on the status of the Project. These progress reports must be provided by the Successful Proponent to the Company to confirm the level of effort and hours to date in relationship to the project budget.

Invoices will be based on the above itemized with details of percentage complete and totals of the contract.

**Schedule 7
Declaration and Certification Schedule**

RE: Proposal dated / / , in response to RFP No. 601899-03

I am duly authorized by the Proponent, including the persons, firms, corporations, and advisors joining in the submission of this Proposal, to execute this declaration and certification. I solemnly declare and certify as follows:

1. Proponent Information

(a) The full legal name of the Proponent is:

(b) Any other registered business name under which the Proponent carries on business is:

(c) The jurisdiction under which the Proponent is formed is:

(d) The name, address, telephone, and e-mail address of the contact person for the Proponent:

(e) Consortiums

Where a consortium is responding to this RFP, the Proponent shall check this box:

Where a consortium is not responding to this RFP, the _____
Proponent shall state “Not Applicable” here:

By checking the above box confirming a consortium is responding to this RFP, the Proponent acknowledges that:

- (i) one member of the consortium shall be the Proponent

- (ii) the Proponent confirms that the Proponent shall assume full responsibility and liability for the work and actions of all consortium members (who are subconsultants to the Proponent) with respect to the obligations to be assumed pursuant to this RFP, provided that the Company shall be entitled to reject a subconsultant and may consent to a replacement.

2. Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of what is required under the RFP. By submitting its Proposal, the Proponent agrees and consents to the terms, conditions, and provisions of the RFP, including the Form of Agreement Schedule, except as otherwise noted, and offers to fully perform the Scope of Work in accordance therewith at the rates set out in the form of the Pricing Schedule submitted as part of its Proposal.

3. Addenda

The Proponent is deemed to have read and accepted all Addenda issued by the Company prior to the RFP Submission Deadline. The Proponent acknowledges that it is solely responsible to make any necessary amendment to its Proposal based upon the Addenda. The Proponent hereby confirms that it has received all Addenda by listing the Addenda numbers, or if no Addenda were issued, by noting “None”:

4. Proposal Irrevocable

The Proponent agrees that its Proposal shall be irrevocable for *180 days* following the Proposal RFP Submission Deadline.

5. Disclosure of Information

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposal

to the Company's advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal.

6. Execution of Agreement

If its Proposal is selected by the Company, the Proponent agrees to finalize and execute the Agreement substantially in the form set out in the Form of Agreement Schedule in accordance with the terms of the RFP.

All capitalized terms herein shall have the meaning ascribed to them in the RFP.

INSERT FULL LEGAL NAME OF PROPONENT

Signature of Witness

Signature of Proponent representative

Name of Witness

Name and Title

Date:

I have authority to bind the Proponent.

**Schedule 8
References Schedule**

Proponent Name:

Subconsultant Name (if applicable):

The Proponent is to identify a minimum of 3 references with respect to its ability to perform the activities contemplated by the Scope of Work and using the table below. The Proponent shall also provide a completed reference schedule with 2 references for each proposed subconsultant, or each consortium member, as the case may be. All references shall be in connection with work comparable to the activities contemplated by the Scope of Work, and that was completed within the last 5 years from the issue date of this RFP. Each reference should be reachable by the Company using commercially reasonable means.

Reference 1	Proponent Response
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

Reference 2	Proponent Response
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

Reference 3	Proponent Response
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

**Schedule 9
Receipt Confirmation Schedule**

To: **[Insert name of Company]**

Email:

Re: RFP No. 601899-03

Proponents are requested to acknowledge receipt of the above-referenced RFP and their intent to submit a Proposal by sending this receipt confirmation by email to the attention of the RFP Coordinator. Proponents submitting this receipt confirmation will be notified of any addendum issued to that RFP, which will be forwarded to the person whose name is identified.

I hereby acknowledge receipt of the above-noted RFP.

(Please check your answer)

I / We DO DO NOT Intend to submit a Proposal to this RFP.

Representative's contact information:

Name

Representative's Signature

Address

Name – Please Print

City, Province, Postal Code

Title

Phone

Date

Email

Schedule 10
Form of Agreement Schedule

[Attach intended form of agreement.]

CONSULTING/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT dated as of this _____ day of March, 2022

BETWEEN

CANADA LANDS COMPANY CLC LIMITED
(the "Company")

- and -

●
(the "Consultant")

WHEREAS:

- A. The Company is engaged in the redevelopment of Tunney's Pasture Campus in Ottawa, ON (the "Project"); and
- B. The Company wishes to contract with the Consultant for the provision of certain services in connection with the Project.

THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, each of the parties covenants and agrees with the other as follows:

1.0 DEFINITIONS

1.1 In this Agreement, the capitalized terms shall have the following meanings:

- (a) "**Agreement**" means this agreement executed by the Company and the Consultant, including all Schedules, all as amended from time to time.
- (b) "**Compensation**" means the Fees and the Expenses.
- (c) "**Confidential Information**" has the meaning set out in Section 5.1.
- (d) "**Dispute**" means a disagreement arising out of or in connection with this Agreement between the parties and includes any failure to reach agreement where an agreement is required or contemplated under this Agreement, but does not include a disagreement with respect to any matter outlined in Sections 4.3 and 4.5.
- (e) "**Diversity and Inclusion**" means fostering an environment that respects dignity and individual ideas and beliefs of those with visible and invisible differences (such as gender identity, race or disabilities which lead to differences in experience, values, attitudes, and ways of thinking, behaving, communicating and working), and removes barriers for those with physical, mental, intellectual, learning, communication or sensory impairments and/or functional limitations, and thereby ensures equity. This may include offering support and education regarding diversity and inclusion in the workplace, having specific policies in place to prevent discrimination for all actions regarding recruitment, compensation, promotion, benefits, jobs assignments, transfers, layoffs, return from lay-offs, company sponsored programs or events, and job creation.
- (f) "**Effective Date**" means the date of this Agreement.

- (g) "**Expenses**" means those expenses or disbursements incurred in the performance of the Services as set out in Schedule "B" attached hereto.
- (h) "**Fees**" means the amount of fees that will be charged by the Consultant to the Company for the performance of the Services as specified in Schedule "B" and does not include Expenses.
- (i) "**Indemnified Party**" has the meaning set out in Section 7.1.
- (j) "**Indemnifying Party**" has the meaning set out in Section 7.1.
- (k) "**Project**" has the meaning set out in paragraph A of the preamble above.
- (l) "**Services**" means the services and deliverables described in Schedule "A" to be performed in accordance with the deadlines contained herein.
- (m) "**Taxes**" means any and all federal, provincial, state, municipal, local and foreign taxes, assessments, reassessments and other governmental charges, duties, impositions and liabilities in the nature of a tax, including pension plan contributions, unemployment insurance contributions and employment insurance contributions, workers' compensation premiums and deductions at source, including taxes based on or measured by gross receipts, income, profits, sales, capital, use, occupation, goods and services, value added, ad valorem, transfer, franchise, withholding, customs duties, payroll, recapture, employment, excise and property taxes, together with all interest, penalties, fines and additions imposed with respect to such amounts, in all cases imposed by any governmental authority in respect thereof.
- (n) "**Term**" has the meaning set out in Section 4.1.

2.0 SERVICES

- 2.1 Subject to the terms and conditions in this Agreement, the Consultant agrees to provide the Services for the Company.
- 2.2 The Consultant represents that it and its personnel are knowledgeable and experienced in all of the professional disciplines required to properly perform the Services.
- 2.3 Except as otherwise expressly set forth in this Agreement, the Consultant shall provide all personnel, materials, supplies, equipment and other requirements for the timely and proper performance of the Services.
- 2.4 The Consultant shall assign one or more project managers, as appropriate, to the performance of the Services and shall keep the Company advised as to the identity of its Project related manager(s). If the Company becomes dissatisfied, at any time, with the performance of any of the Consultant's personnel, the Company shall notify the Consultant, providing reasonable details thereof, and that person shall be replaced by the Consultant with other suitable personnel as soon as reasonably practical following the Company's request.
- 2.5 The Consultant shall obtain the prior written approval of the Company before retaining any sub-consultants to perform any part of the Services and shall not be

entitled to subcontract all of the Services. The Consultant shall be liable to the Company for all actions or inactions of its sub-consultants in the performance of the Services.

- 2.6 The Company may from time to time, by written notice to the Consultant, make changes in the scope of the Services. The fees described in Schedule "B" will be adjusted accordingly by agreement of the Company and the Consultant.
- 2.7 The Consultant will, if requested in writing by the Company, perform additional Services. The terms of this Agreement will apply to such additional Services, and the fees for the Consultant's performance of such additional Services will generally correspond to the fees described in Schedule "B".

3.0 FEES AND EXPENSES

- 3.1 Subject to the terms and conditions in this Agreement, the Company will pay the Consultant compensation comprised of the following for the Services performed in accordance with this Agreement:

- (a) Fees; and
- (b) Expenses;

plus any HST required to be collected by the Consultant from the Company in connection with the Services. The Compensation is the entire compensation owing to the Consultant for the Services and includes all profit and all costs and expenses incurred by the Consultant to perform the Services.

- 3.2 The Consultant shall submit written invoices to the Company for Fees and Expenses payable on a monthly basis, with each monthly invoice being submitted within 15 days following the end of the month to which the invoice relates. Each invoice shall provide adequate details with respect to Fees, including the dates on which Services were provided, as well as adequate supporting documentation with respect to Expenses, including a copy of any third-party invoices for which reimbursement is sought.
- 3.3 Invoiced amounts due will be paid by the Company within 30 days of the date of receipt by the Company of a proper and correct invoice and adequate supporting documents, where applicable or requested. Notwithstanding the foregoing, the Company shall not be required to pay an invoice unless and until the Services billed in such invoice have been provided in accordance with this Agreement and to the satisfaction of the Company, acting reasonably.
- 3.4 The Company may set-off the amount of any claims that the Company may have against the Consultant related to the Consultant's failure to perform, or the improper performance of, its obligations under this Agreement.
- 3.5 The Consultant shall prepare and maintain proper records related to the Services, including records, receipts and invoices relating to Expenses. On request from the Company, the Consultant will make the records available for examination by the Company at any time during regular business hours during the Term and for a period of one (1) year after the Services are complete.

4.0 TERM AND TERMINATION

- 4.1** Unless terminated earlier in accordance with the provisions of this Agreement, the term (the "**Term**") of this Agreement shall commence on the Effective Date and shall, except for those provisions that will continue in effect subsequent to termination, end four and a half (4.5) years from the Effective Date. Notwithstanding the foregoing, the Company, at its sole discretion, may extend this Agreement by written notice on the same terms and conditions for two (2) additional periods of one (1) year each. The parties agree that the additional period(s) shall become part of the Term when the extension option is exercised by the Company.
- 4.2** The Company may extend the timelines for deliverables and accordingly may extend this Agreement, under the same terms and conditions, for a period of time sufficient to complete the Services. the Company may renew this Agreement as required to complete the Project.
- 4.3** The Company may immediately terminate this Agreement at any time, for any reason, in its sole discretion, by written notice to the Consultant, and the termination shall be effective on the date of the notice.
- 4.4** On termination of this Agreement pursuant to Section 4.3, the Company will be responsible to pay, within 30 days of the date of termination, all undisputed invoices for Fees and Expenses submitted by the Consultant to the Company for Services provided to the date of termination.
- 4.5** The Company may terminate, without prejudice to other rights or remedies, this Agreement if:
- (a) the Consultant is in default of any of its obligations under this Agreement and such default continues after 10 business days' written notice stating the particulars of the default;
 - (b) there is a material breach or non-performance by the Consultant of its obligations under this Agreement, including failure of the Consultant to devote the necessary time, resources, staff and skill to the performance of the Services; or
 - (c) the Consultant becomes insolvent or bankrupt or winds up or ceases carrying on business,
- and in such event the provisions of Section 4.4 shall not apply.
- 4.6** Prior to entering into this Agreement, the Consultant provided the Company with a certificate of compliance dated ● (the "**Compliance Certificate**"). If the Company, acting reasonably, determines that:
- (a) the Consultant provided a false or misleading Compliance Certificate, or
 - (b) the Consultant or an Owner (as defined in the Compliance Certificate) of the Consultant has been convicted of any offence under any of the Acts (as defined in the Compliance Certificate), which has been tried on indictment

the Consultant shall be deemed to have breached this Agreement, which breach cannot be remedied, and the Company shall have the right to terminate this Agreement immediately upon notice to the Consultant and in such event the provisions of Section 4.4 shall not apply.

The Consultant further covenants to proactively disclose to the Company if the Consultant, or an Owner of the Consultant (as defined in the Compliance Certificate), is convicted of any offences under any of the Acts (as defined in the Compliance Certificate), which has been tried on indictment, during the term of this Agreement.

- 4.7 The Company may, at any time and for any reason and in its sole discretion, suspend the performance of the Services by the Consultant, by written notice to the Consultant. The suspension shall be effective on the date of the notice. The suspension of services shall continue to such date as the Company shall specify, in writing (whether specified in the notice of suspension or a subsequent notice).
- 4.8 The Consultant shall have no claims against the Company, of any nature or kind, related to any of the Services not yet provided or performed as at termination of this Agreement and the Consultant will not be entitled to payment for any loss of profits.
- 4.9 The provisions of Sections 4.4, 4.5, 4.6, 4.7 and 4.8 survive the termination of this Agreement.

5.0 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 5.1 The Consultant shall keep confidential all confidential or proprietary (whether so designated by the Company or whether it is by its nature confidential or proprietary) information, data, documentation, designs, processes and techniques (in any medium or form) relating to the Project or to the business of the Company or its affiliates that comes to the attention of the Consultant in the course of performing the Services or arising out of any research and development work conducted for or on behalf of the Company by the Consultant, or is otherwise acquired or developed by the Consultant during the Term (collectively, "**Confidential Information**"). The foregoing restriction will not apply to any information which is (i) independently developed by the Consultant prior to or independent of the disclosure, (ii) publicly available, (iii) rightfully received by the Consultant from a third party without a duty of confidentiality, (iv) disclosed under operation of law to the extent only that disclosure is required by law, or (v) disclosed by the Consultant with the Company's prior written approval. The Consultant shall not use the Confidential Information except in the performance of the Services under this Agreement. If this Agreement is terminated for any reason whatsoever, the Consultant shall deliver forthwith to the Company all documents, records and reports and all other information or data relating to the Services, including all copies thereof, that the Consultant obtained from the Company or otherwise obtained in the course of its own investigations.
- 5.2 All research, reports, data, drawings, site plans, layouts, schematic drawings, surveys, plans and other documentation, material or information (in any medium or form) produced by or on behalf of the Consultant in the performance of the Services and all intellectual property of any nature or kind whatsoever therein are the sole property of the Company and are not to be used by the Consultant for any purpose other than the performance of its obligations under this Agreement. The Consultant waives all moral rights that it has or may have to the intellectual property and hereby undertakes to obtain waivers of moral rights from each of its employees,

independent contractors, officers, directors and any others for whom the Consultant is responsible with respect to the intellectual property. The Consultant shall take all steps reasonably requested by the Company from time to time to perfect or register or evidence the Company's ownership interest in any intellectual property referred to above. The Consultant represents and warrants that none of the Services infringes or will infringe the intellectual property rights of any other person.

- 5.3 The Consultant shall not make any press releases or public statements with respect to the execution, delivery or manner of performance of this Agreement or as to any other matters related to this Agreement or the Services, unless the Company has given its prior written approval to such press release or public statement. The Consultant may not use the name of the Company in connection with any advertising or publicity materials or activities except as expressly permitted by the Company in writing.
- 5.4 The Consultant shall take all steps necessary to ensure that all of its employees, independent contractors, officers, directors, and any others for whom the Consultant is responsible at law shall comply with the obligations set out in Article 5.0 and shall be liable to the Company for any breach or non-compliance of these obligations by them.
- 5.5 The Consultant acknowledges that the Company is subject to the *Access to Information Act* (R.S.C., 1985, c. A-1) and the *Privacy Act* (R.S.C., 1985, c. P-21) and that information provided to the Company in connection with this Agreement may be subject to the provisions of these Acts.
- 5.6 The provisions of this Article 5.0 shall survive expiry or termination of this Agreement.

6.0 NON-COMPETITION AND CONFLICT OF INTEREST

- 6.1 The Consultant represents that it is free of all conflicts of interest with the Company, except those that are expressly disclosed by the Consultant to the Company on the Effective Date. In the event that the Consultant becomes aware of any conflict of interest with the Company during the Term, the Consultant shall immediately provide notice to the Company of such conflict of interest, together with any pertinent details of the same, including when the conflict of interest came into being and when it was discovered by the Consultant.
- 6.2 The Consultant shall not during the Term, directly or indirectly, engage in any business or activity that impedes, competes with or is contrary to the proper performance of the Services.
- 6.3 The Consultant shall take all steps necessary to ensure that all of its employees, independent contractors, officers, directors, and any others for whom the Consultant is responsible at law shall comply with the obligations set out in this Article 6.0 and shall be liable to the Company for any breach or non-compliance of these obligations by them.

7.0 INDEMNIFICATION AND LIABILITY

- 7.1 Each party ("**Indemnifying Party**") shall be liable for, and shall indemnify the other party, including its board members, officers, employees and agents (collectively, the "**Indemnified Party**"), from and against, any costs (including reasonable legal fees on

a solicitor and his own client basis), losses, damages, actions and liabilities suffered or incurred by the Indemnified Party arising directly or indirectly in connection with or as a result of:

- (a) any breach, default, negligent act or omission or wilful misconduct of the Indemnifying Party, its employees, independent contractors, officers, directors and any others for whom the Indemnifying Party is responsible at law in the performance of its obligations under this Agreement,
- (b) any misrepresentation contained within this Agreement; or
- (c) any employee source deduction, employer contribution or other employer/employee obligation, including interest and penalties thereon, which the Company may be assessed or otherwise may incur under any federal, provincial or municipal law as a result of a federal, provincial or municipal governmental department or agency, authority or competent tribunal determining that the Consultant is an employee of the Company.

7.2 The Consultant is liable and responsible for all applicable Taxes imposed on the Consultant by any governmental authority relating to the performance of the Services by the Consultant and by its employees and independent contractors on behalf of the Consultant and the Consultant hereby indemnifies and holds harmless, and shall indemnify and hold harmless, the Company, from any and all losses, claims, expenses, damages, liabilities, taxes, interest, fines and penalties sought or recovered by any governmental entity, in relation to the foregoing.

7.3 The provisions of this Article 7.0 shall survive expiry or termination of this Agreement.

8.0 PERFORMANCE AND STANDARDS

8.1 The Consultant covenants and agrees that it shall:

- (a) perform the Services in a good and professional manner, diligently, honestly and expeditiously, all designed to achieve completion of the Services in a timely manner;
- (b) perform the Services in accordance with this Agreement and all applicable laws, professional practices, licensing requirements, codes and standards; and
- (c) ensure that the Services are performed by personnel who have the necessary qualifications, skills, knowledge, expertise and ability to provide the Services and who are, where applicable, licensed in accordance with all applicable standards, codes or laws.

The Consultant agrees that failure to perform any of the Services to the standards set out in Section 8.1 shall give to a claim for damages for which the Company may seek compensation, including set off as set out in Section 3.4 against any amounts owed to the Consultant.

9.0 INDEPENDENT CONTRACTOR

- 9.1** The relationship created by this Agreement between the Company and the Consultant is that of an independent contractor. Nothing in this Agreement shall at any time be construed to create the relationship of employer and employee, partnership, principal and agent, or joint venture as between the Consultant and the Company.

10.0 DISPUTE RESOLUTION

- 10.1** In the event that one party to this Agreement provides written notice to the other party of a Dispute and such Dispute remains unresolved ten (10) business days after notice is received, then unless the parties otherwise agree, the parties shall commence the following dispute resolution process:

- (a) the parties shall each appoint two (2) managers with settlement authority to meet to discuss and resolve the Dispute. Such a meeting may be in person or by video teleconference and shall occur within twenty (20) business days of the date of notice of the Dispute being received;
- (b) if the managers are unable to resolve the Dispute within five (5) business days of the meeting, the parties shall proceed to mediate the Dispute. The place of mediation shall be Ottawa, Ontario and the language of the mediation shall be English. Each party shall propose one experienced mediator. If the parties are unable to agree upon a mediator, the two (2) chosen mediators shall agree upon a third mediator. The mediator(s) shall be chosen within thirty (30) days of notice of the Dispute being received by the other party. The chosen mediator(s) shall establish the rules to be followed by the parties during the mediation; however, in the event of a conflict between the rules established by the mediator(s) and the provisions of this Article 10, this Agreement shall govern. The cost of the mediator(s) shall be split equally between the parties, unless the parties otherwise agree.

- 10.2** The parties shall continue the performance of their respective obligations during the resolution of any Dispute, including during any period of mediation, unless and until this Agreement is terminated or expires in accordance with its terms and conditions.

- 10.3** While mediating the Dispute, the parties shall use good faith and endeavor to avoid any business interruption; however, the parties shall reserve the right to refer the Dispute to a court of competent jurisdiction at any time (including during the process of mediation). If one party refers the Dispute to a court of competent jurisdiction, the parties may continue the mediation process, but shall not be obligated to do so.

- 10.4** Notwithstanding the foregoing, this Section shall not affect and shall not apply to the Company's ability to terminate this Agreement pursuant to Sections 4.3 and 4.5.

11.0 NOTICE

- 11.1** Any demand, notice, approval, consent or other communication required or authorized to be given pursuant to this Agreement shall be in writing and made or given by email transmission addressed to the party to receive such notice at the address specified below:

TO: Canada Lands Company CLC Limited

100 Queen Street, Suite 1050
Ottawa, Ontario K1P1J9
Attention: Mary Jarvis
Email: mjarvis@clc.ca

with a copy to:

Canada Lands Company CLC Limited

1 University Avenue, Suite 1700
Toronto, Ontario M5J 2P1
Attention: Chief Legal Officer
Email: legalnotice@clc.ca

TO: ●
●
Attention: _____
Email: _____

11.2 Any demand, notice, approval, consent or other communication sent by email transmission on a business day during business hours (9:00 a.m. to 5:00 p.m. EST) shall be deemed to be received on that day. Any demand, notice, approval, consent, or other communication sent after business hours or on a weekend or holiday shall be deemed to be received on the next business day. Either party shall be entitled to change its address for notice to another address by notice in writing to the other.

12.0 INSURANCE

12.1 The Consultant shall obtain and maintain throughout the Term and for three (3) years after the Term, either by way of a new policy or by endorsement to an existing policy, the insurance coverage described in Schedule “C” attached hereto. Notwithstanding the foregoing, the Consultant is only required to maintain the insurance coverage described at 1.1(a) of Schedule “C” throughout the Term.

12.2 The Consultant shall also maintain such workers’ compensation insurance as may be required by the applicable workers’ compensation laws, covering all persons employed by the Consultant to perform the Services. At any time during the Term, the Consultant, on request, shall provide evidence and compliance by the Consultant with such legislation.

12.3 The provisions of Sections 12.1 and 12.2 shall survive termination or expiration of this Agreement.

13.0 GENERAL

13.1 The Consultant acknowledges and agrees that it was advised by the Company to seek independent legal advice regarding this Agreement and that the Consultant has had the opportunity to obtain the same.

13.2 The following principles of interpretation will apply to this Agreement:

- (a) Words importing the singular include the plural and vice versa, words importing gender include all genders and words importing persons include firms, corporations and any other legal entities;
- (b) The laws of the Province of Ontario and the laws of Canada applicable therein shall govern the interpretation of this Agreement and the parties hereby attorn solely to the jurisdiction of the courts in the Province of Ontario;
- (c) If any of the terms or conditions of this Agreement or their application to any party or circumstances shall be held invalid by any court or other authority having jurisdiction, the remainder of this Agreement and the application to parties or circumstances other than those as to which it is held invalid shall not be affected; provided, however, if the invalid terms or conditions are essential to the rights or benefits to be received by any party, the parties shall use reasonable efforts to negotiate acceptable substitutes. If acceptable substitutes are not agreed to, a party adversely affected by the invalidity shall not be prevented by this Section from advancing any rights to claim frustration of contract or other similar remedy;
- (d) No action, or failure to act by a party shall constitute a waiver of any right or duty of that party under this Agreement except as specifically agreed to in writing. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided;
- (e) This Agreement shall, when duly executed, supersede and replace all other existing agreements between the parties with respect to the subject matter. There are no representations, warranties or agreements, either written or oral, which are binding on the parties relating to the subject matter and which are not contained, or referred to, in this Agreement;
- (f) The Consultant shall not assign, delegate or subcontract this Agreement or any part thereof to another party without the prior written consent of the Company, not to be unreasonably withheld. the Company shall have the right to assign its interests under this Agreement to any party on written notice to the Consultant;
- (g) Except to the extent otherwise expressly provided, the duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement shall not operate to limit any duties, obligations, rights and remedies otherwise imposed or available at law;
- (h) This Agreement shall enure to the benefit of and be binding on the parties of this Agreement and their respective successors and permitted assigns;

- (i) Amendments to this Agreement shall require the agreement of both parties and shall be in writing;
- (j) Time is of the essence;
- (k) A reference to dollars means lawful money of Canada unless stated otherwise;
- (l) Schedules "A", "B" and "C" are incorporated into and form part of this Agreement;
- (m) Inspection and acceptance of the manner of performance, or a product resulting from the performance, of any of the Services by the Company or anyone acting on the Company's behalf shall not be deemed to waive rights related to any failure by the Consultant to comply with this Agreement;
- (n) Any reference to "days" in this Agreement shall be construed as a reference to calendar days, unless otherwise provided;
- (o) Neither party shall be liable for delays in the performance of its obligations caused by the following conditions of "Force Majeure": acts of God or the public enemy, embargo, war, fire, flood, earthquake, strike, lock-out, terrorist attack, epidemic, abnormal weather conditions, or other calamity or cause beyond the reasonable control of the affected party; however, neither party shall be entitled to the benefit of the provisions this subsection (o) if the delay was caused by lack of funds, or with respect to a delay in payment of any amount or amounts due hereunder;
- (p) In the event that the term "Consultant" includes more than one person, each of them shall be jointly and severally liable to the Company for all of the Consultant's obligations hereunder;
- (q) The parties hereto have explicitly requested and hereby accept that this Agreement be drawn up in English. Les parties aux présentes ont expressément demandé et acceptent par les présentes que le présent document « Agreement » soit rédigé en anglais.
- (r) It is an express condition of this Agreement that no member of the House of Commons shall be admitted to any share or part of this Agreement or any benefit arising therefrom; and
- (s) This Agreement may be executed in any number of counterparts and delivered electronically, and each counterpart will be deemed an original and the counterparts will, together, constitute one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties to this Agreement have executed this Agreement as of the date first written above.

CANADA LANDS COMPANY CLC LIMITED

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have the authority to bind the Corporation.

●

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the Corporation.

Schedule "A"

Services

1.0 Overview

The Company is an arms-length, commercially-oriented crown corporation. The Government of Canada (the “**Government**”) expects the Company to be innovative in its business operations developing surplus federal properties to create community and financial value. More recently, the Government has asked the Company to take on innovative projects in collaboration with Public Services and Procurement Canada (“**PSPC**”) to address under-utilized and obsolete federal assets. The two organizations, reporting to the same Minister, are undertaking a series of collaboration projects focusing on the redevelopment of existing federal office campuses in the National Capital region into sustainable mixed use live-work-play communities.

PSPC is the common service provider of office space for the Government. As part of its vision to transform the office portfolio in support of a modern, agile and innovative and digitally capable public service, PSPC is setting out to modernize the workplaces for federal employees. Its portfolio plan sets objectives for improved utilization and condition of federal office space, at the same time as reducing the overall footprint. This portfolio vision also includes a road map for meeting the Government’s objectives for green government operations where several key elements include moving towards carbon neutral buildings, climate change and resiliency, sustainable design, and conforming to sustainability guidelines. The PSPC portfolio plan also aims to achieve important socio-economic objectives aligned with the Government’s agenda such as contributing to affordable housing, partnering with Indigenous groups, and promoting diversity.

In this context, PSPC’s portfolio plan has identified the Site as under-utilized. Through the development of the Tunney’s Pasture Master Plan (the “**TPMP**”) and Tunney’s Pasture Implementation Plan (the “**TPIP**”) the vision for the Site is to transform it from an under-utilized office campus to a vibrant mixed-use community. This community will consist of residential, commercial retail and office, enabling the creation of a live, work, play environment directly adjacent to rapid public transit.

The Company and PSPC are collaborating in the redevelopment of the Site. The collaboration approach envisioned by the two organizations intends to use the capabilities and expertise of each in a joint effort to achieve greater efficiencies. The redevelopment of the Site will see portions of it being maintained by PSPC for ongoing and future federal office accommodation and surplus portions going to the Company for the development of residential and community uses. In addition to the surplus land parcels, the Company will be responsible for the upgrade and transfer of the private road network to the City of Ottawa for the creation of municipal rights of way.

As the Company is mandated with the commercially oriented, orderly redevelopment and disposal of selected surplus federal properties in Canada, the process of selling surplus crown lands to the Company will follow the strategic disposal process established by the Treasury Board Secretariat.

2.0 Background / Context

The Site is a federally-owned property primarily under the administration of PSPC in the City of Ottawa that is comprised of approximately 49.0 hectares. As one of five major federal government employment nodes in the National Capital Region, the Site presently hosts various federal departments and agencies in seventeen (17) buildings. All roads and infrastructure (roads, sanitary

and storm sewers lighting etc.) are currently federally owned and maintained by PSPC. The roads, sanitary and storm infrastructure are at the end of their useful life and may not have sufficient capacity to support the intensification of development at the Site. The water mains within the Site have been recently updated and well sized in anticipation of the redevelopment. All buildings within the Site are serviced by a central heating plant that provides district heating and cooling. This heating and cooling system and plant are undergoing a major upgrade and replacement, switching from high pressure steam to low temperature hot water. The initiative is under the Energy Services Acquisitions Program (“**ESAP**”) and the new plant and infrastructure will be in place in 2025. The new shallow buried infrastructure will need to be taken into consideration as part of the roadway upgrades. Lastly, the subsurface infrastructure also includes a tunnel system previously used by the district heating system that will need to be removed.

The Company and PSPC are collaborating in retaining the Consultant to provide technical design and implementation advisory services. These services will be for the upgrade and transfer of the roadways and subsurface infrastructure, for the federally owned Site lands located in Ottawa, Ontario, to the City of Ottawa through the preparation of a development agreement / plan of subdivision. The Company is leading the development of the Plan(s) of Subdivision on behalf of PSPC and is retaining the Lead Consultant to complete all detailed plans and assist the Company with obtaining all necessary approvals. The Plan(s) of Subdivision will support the development of a mixed-use community, including federal offices, and will align with TPMP and TPIP along with the objectives established by the Company and PSPC and in keeping with the City of Ottawa local land use plans and planning policies. The Plan(s) of Subdivision will be fully developed and agreed to in principle by the City of Ottawa and all required stakeholders but will not be formally submitted until the internal government disposal process is completed and approved.

The Tunney’s Pasture Redevelopment is supported by the TPMP, prepared by PSPC in 2014. The TPMP was approved by the National Capital Commission in 2014 and endorsed by the City of Ottawa in 2015. Furthermore, the TP Redevelopment is also supported by the City’s Scott Street Secondary Plan, approved under the City’s Official Plan in 2015.

The TPMP was then further developed into the TPIP in 2020. The TPIP provided updated land use, densities, an in-depth analysis on the condition of the existing buildings and infrastructure within the campus, suggested phasing and sequencing for the 25-year redevelopment, along with detailed guidelines on all aspects of the Site.

2.1 Planning Context

PSPC Real Property Owner Investor National Office Portfolio Strategy:

PSPC is responsible for: federal office space, and by exception, special purpose assets (heritage, security, science, courts, etc.); providing healthy, safe, productive workspaces to federal employees to carry out their programs; and portfolio management and individual investment decisions, driven by portfolio strategies.

The National Office Portfolio Strategy lays out PSPCs current, whole-of-government portfolio-based approach to real property assets. The strategy is designed to:

- ensure effective and efficient portfolio management, including the modernization of assets, the creation of hubs for departments that provide similar functions, and a reduced space footprint;
- green real property operations, leveraging smart building technology and working toward a carbon neutral Crown-owned portfolio by 2030;
- support people by using office design to facilitate work-life balance, creating hubs aligned to where people live and encouraging the use of flexible work arrangements such as unassigned workstations and telework;
- leverage technology and going digital to enhance productivity and innovation in the workplace; and
- ensure socio-economic benefits for Canadians, striving for a fully accessible workplace, an increased percentage of real property contracts awarded to Indigenous organizations, the creation of mixed use redevelopments, and the implementation of federal legislation related to prompt payment of sub-trades in the construction industry.

The National Office Portfolio Strategy is the foundation for the development of an action plan detailing how to achieve the principles defined in the strategy.

The National Capital Commission's ("NCC") Plan for Canada's Capital:

The NCC's Plan for Canada's Capital 2017-2067 designates the Site as a Federal Employment Area and provides several policy directions that apply to federal office accommodation and more particularly for federal office campuses within the National Capital Region to respond to the changing needs of the urban region.

The NCC's Plan for Canada's capital supports the transformation of the Site into lively workplaces that are better integrated into its surrounding with public transit and active modes of transportation. The Site will be transformed into a complete neighbourhood with urban intensification and improved interface between federal employment areas and the public domain.

The City of Ottawa Official Plan and Zoning By-law Designations:

The Site is defined as a Mixed-Use Centre in the City of Ottawa's Official Plan. The Mixed-Use Centre designation applies to areas that have been identified as strategic locations on the rapid-transit network and lie adjacent to major roads. Mixed-Use Centres constitute a critical element in the City's growth management strategy, being areas with high potential to achieve compact and mixed-use development.

Scott Street Community Design Plan and Scott Street Secondary Plan

Mixed-Use Centres will ultimately develop as "good places" as components of complete neighbourhoods. They should contain development that is both locally and regionally oriented. Where a concentration of single-use activity occurs, the interface with the surrounding community should be improved through such means as the addition of community-serving uses and improved physical linkages. Transforming the Site from a single use federal employment node into a Mixed-Use Centre as envisioned in the City's Official Plan is further recognized in the implementation of the Zoning Bylaw which designates the Site as a Mixed-Use Centre.

3.0 Key Guidelines Applicable to all Deliverables:

- The TPIP and associated reports and guidelines including but not limited to:
 - The Sustainability Charter
 - Urban Design Guidelines
 - Landscape Design Guidelines
 - Infrastructure Upgrade and Divestiture Strategy
 - Telecom and Technology Assessment
 - Security Considerations Guideline – will be provided after contract is awarded
 - Heritage Interpretative Strategy
 - Land and uses and general densities – will be provided after contract is awarded
- TPMP (PSPC)
- Plan for Canada’s Capital (NCC)
- Scott Street Secondary Plan
- City of Ottawa Official Plan
- Scott Street Community Design Plan
- City of Ottawa Urban Design Guidelines
 - <https://ottawa.ca/en/planning-development-and-construction/community-design/design-and-planning-guidelines/completed-guidelines>
- City of Ottawa Park Master Plan Guidelines
 - <https://ottawa.ca/en/city-hall/planning-and-development/new-park-development>
- PSPC Technical Reference for Office Building Design – 2017 (related sections pertaining the water servicing of Federal Buildings)
- Accessible Canada Act

**Note: City of Ottawa Plans and Policies – The City of Ottawa is currently undertaking a new Official Plan and implementing a zoning by-law will have to have regard to all updated plans and policies.*

4.0 Deliverables and Expectations

The lead consultant (“**Lead Consultant**”) of the Project will be responsible for conducting the necessary planning and analysis required to upgrade and transfer the roadways and infrastructure within the Site to the City of Ottawa. It is anticipated that the Scope of Work will take a up to fifty four (54) months.

We expect the Lead Consultant to be current with the project’s existing context and coordinate all facets of the project, including the work of all members of the multi-disciplinary consulting firms on their team, the Company and the Company’s federal government partners, PSPC and the NCC where applicable.

To ensure ongoing awareness of the project’s advancement, the Lead Consultant will be required to attend and/or lead and facilitate the internal team meetings, relevant workshops as required, presentations and external meetings with City of Ottawa staff, key stakeholders, such as the NCC, and the public.

The Lead Consultant will also be responsible for the coordination of events, planning event preparation, submission of draft applications, receipt of all approvals in principle to deliver a shelf ready draft plan of subdivision/agreement with the City of Ottawa. and all engineering approvals required to build public roads and to provide services to the site.

The Lead Consultant will retain as part of its team a suite of professional disciplines such as but not necessarily limited to:

Urban planning, architecture with a specialization in urban design, landscape architecture, transportation and municipal engineering, geomatics and structural engineering, wind/noise and

vibration engineering, surveying, sustainability, accessibility, arboriculture, indigenous relations, heritage, and financial costing.

The Consultant shall demonstrate the ways in which it plans to use all commercially reasonable efforts to create paid employment opportunities in one or more of the following disciplines: planning, architecture, engineering, accounting, heritage, etc. for members of an Indigenous group.

4.1 Scope Overview

A critical success factor for the Site's redevelopment is the re-alignment, upgrade, and divestiture of the road and infrastructure network to the City of Ottawa ensuring proper municipal servicing and public rights-of-way for the redevelopment of the site. As mentioned in Section 2, all of the work and analysis that will culminate into a plan of subdivision will be completed and approved in principle by all stakeholders and not formally submitted until the internal government disposal process has been completed and approved. This will result in two phases of work pre-disposal and post disposal Services:

The following is a summary of the key deliverables with further details outlined in sections below:

Pre – Disposal Services:

- A complete detailed design for the upgrade and realignment of the roadways, municipal infrastructure and stormwater management
- Class A estimates of the detailed designs
- A phasing and sequencing strategy for the upgrades of the roadway and infrastructure that aligns with ongoing PSPC activities and prioritizes the servicing for the first phase of new offices
- a stormwater management plan for the whole of the Site provision of services, including the lands to be retained by PSPC. The plan should identify any stormwater management requirements to support current and long-term redevelopment activities and follow the guidelines as identified in the TPIP and current City standards
- The development of a draft plan of subdivision and all underlying reports that enables the transfer of the roadways and municipal infrastructure to the City of Ottawa for the creation of municipal rights of way
- Obtain federal and municipal approvals of all roadway infrastructure upgrades and realignments of all sewers, watermains and all other aspects within the right of way.
- The development of a tripartite agreement between PSPC, the Company and the City of Ottawa that outlines the methodology and roles and responsibilities of each organization in the creation of the municipal rights of ways
- Coordination with PSPC, property manager and federal departments at the Site

Post Disposal Services:

- Preparation of up to four (4) sets of Requests for Proposals (“RFP”) documents, project specifications, proposal administration and evaluation in accordance with the Company's policies, procedures and approved templates
- Obtain all clearances/acceptances/approvals/permits and acceptance associated with the work required
- Procure and manage contracts for the implementation of the roadway and infrastructure upgrades and realignments
- Provide project management and closeout works for up to four (4) potential construction contracts awarded as part of the RFP process

4.2 Lead Consultant's Responsibility

Reporting to the Company, the Lead Consultant will assume several responsibilities within the following broad roles: Team Leader, , Project Administrator, Professional Planner and Technical Lead, as well as Strategic Advisor. The Company requests that proposals identify dedicated personnel/firms committed to assist the Lead Consultant perform its responsibilities for each of these four roles for the duration of the project. The Consultant should clarify how tasks will be allocated among personnel, what the reporting relationships will be, and who will assume responsibility for each role. In addition, team leads are to be identified for each role. Included in the identification of the team leads for each role should be an alternate to the team lead who should be well aware as to the schedule and status of the project in case the team lead is not able to attend a meeting.

The Consultant must secure and maintain Reliability Security Status for the duration of the Agreement

Role as Team Leader

The Lead Consultant will be the project's Team Leader, solely responsible for the day-to-day activities of the diverse multi-disciplinary team responsible for completing the work outlined herein.

It is expected that the Lead Consultant will have or retain the professional services required to complete the following specific municipal applications or obtain the permits/authorizations/notifications:

- a) Application for draft plan of subdivision approval, including subdivision registration
- b) Tri-Party Agreement between the City of Ottawa, PSPC and the Company
- c) Zoning Bylaw Amendment approval, if required to implement TPMP
- d) MECP approval for municipal services
- e) RVCA alteration to watercourse permit
- f) Ministry of Natural Resources Species at Risk, City of Ottawa Tree Conservation/Clearing Permit
- g) Water Permit
- h) Commence Work Notification for municipal services
- i) Commence Work Notification for utilities.

As Team Leader, the Lead Consultant will be responsible for ensuring that any and all studies/plans that may be required by the City of Ottawa or any approval agency are completed in accordance with the stated requirements, guidelines or legislation. The Lead Consultant will be responsible for identifying, retaining the technical expertise and directing it in order to complete this assignment.

The Lead Consultant will prepare and manage the project strategy and schedule in consultation with the Company/PSPC. Any decisions of significance or spending commitments will be made under the Company's direction and approval processes.

As team leader, the Lead Consultant will be required to complete the following tasks:

- Manage all sub-consultants required to prepare reports and/or analysis for the City of Ottawa or any ministry, agency and/or Government policies and objectives (such as the NCC) for which approvals must be obtained to facilitate subdivision registration/fulfil conditions of Tri-Party Agreement, site preparation, site servicing and site commissioning of the work;
- Prepare all plans and documentation required by PSPC for submission to NCC for a Federal Lands use Transaction Approval (FLUTA). Note that PSPC will lead discussions and negotiations with the NCC with the Lead Consultant to support as required;

- Provide Compliance Reports to Company/PSPC through the design phase at 33%, 66 %, 99% and 100% drawing preparation, in conjunction with review of draft reports and plans and prior to subdivision registration/land transfer to the City of Ottawa;
- Prepare all RFPs for all site works, following the Company's procurement and contracting policies and templates, such as soil management, site servicing (sewers, roads, utilities), storm water management facility construction, landscaping, curbs, sidewalks. This shall include specifications, quantity analysis, budgeting/cost estimates, contract review/administration and inspections;
- Responsibility for participating in all meetings including the preparation of all material, development of meeting agenda and meeting minutes to be taken on behalf of the Company for all related planning work;
- Ensure that the conclusions and recommendations of the various team disciplines are integrated into the detailed design of the Site;
- Engage with PSPC, federal tenants and First Nations through the redevelopment process;
- Assist the Company and PSPC with the communication plan for the site services upgrade and transfer of roadways to the City of Ottawa;
- Be responsible for working together with the Company in resolving any problems associated with the project, identifying and addressing issues, balancing competing objectives that may come to light through site investigations, technical study preparation, the technical design studies, team discussions, or during the municipal and public review;
- Provide ongoing strategic advice to the Company based on familiarity and experience with the subdivision and site servicing engineering review and approvals process; and
- Provide Operations and Maintenance Manual as well as Monitoring and Efficiency reports for ponds and bio-swales, as required.

The Team Leader shall compile a team in accordance with the Company's procurement policies of technical expertise for the Site listed later on in the Scope of Work:

Role as Project Administrator

In maintaining the public record for the project, the Lead Consultant will have responsibilities related to the administration of the project and shall direct and manage the services of all sub-consultants. The administrative responsibilities include the following:

- Prepare, coordinate and submit all background/existing condition reports, draft reports, applications, technical reports and other supporting reports and drawings required for approvals;
- Obtain NCC, City of Ottawa, MECP, Parks Canada, Conservation Authority and agency approvals;
- Prepare and/or secure documentation that completes the approval process and brings the new planning permissions into force, including any required plan amendments, by-laws and/or by-law amendments, survey and title documentation, cost-sharing agreements, final planning approvals;
- Ensure that the Company has a complete official record of the process and related approvals, in paper and electronic form, including copies of applications/submissions; technical reports; records of public consultations and officials' correspondence/comments; and City of Ottawa meeting minutes/decisions;
- Determine all application fees and other security deposit requirements;
- Assist the Company and PSPC in preparing presentations and other reports required for senior management and Board, as required; and
- Reporting documents on sustainability mandatory compliance, GBA+ compliance and others as required.

Role as Professional Planner and Technical Lead

The Lead Consultant will ensure that professional planning advice is integrated into all aspects of the project. The Lead Consultant shall create and manage the project schedule and team members. It will be the responsibility of the Lead Consultant to ensure that a registered plan of subdivision, with a public road complete with all services, is provided on the delivery date.

To complete this assignment, the following planning-related tasks are required:

- Prepare a comparative assessment of the NCC and City of Ottawa planning policies and guidelines applicable to the Site;

- Gap analysis of work completed to date under the TPIP and additional studies to support the requirements of the TPIP development and sustainability charter and toolkit;
- Prepare of a planning feasibility analysis/compliance report(s) using the TPIP and Urban Design Guidelines and Sustainability Toolkit as the base median and revisit the input received from the community and stakeholder consultation process, technical studies and design exercises prepared by PSPC for the site as outlined within this RFP;
- Prepare a planning approval schedule and advise the Company of all risks/adjustments to the timeline;
- Work closely with team members and stakeholders and understand their objectives;
- Review and incorporate where applicable relevant municipal guidelines into PSPC Urban Design Guidelines for the redevelopment of the Site and PSPC's Sustainability Guidelines and Accessibility, security, incorporation of central heating and cooling, objectives such as a high-quality public realm/landscape plan, improved connectivity to the surrounding neighbourhood, improve pedestrian and cycling amenities, provide safe access to transportation/transit, demonstrate the subdivision's sustainable development energy efficiency, utilize low impact development design features and building practices, where appropriate, and provide a subdivision design that exemplifies the live/work/play opportunities of a Transit Oriented Development in accordance with the TPIP;
- Produce massing plans (2D/3D images/models/shadow diagrams) and a built form strategy, informed by PSPC's TPIP, for both the Company and PSPC's Urban Design Manuals for the Redevelopment of Tunney's Pasture (March 2018), the Sustainability Tool Kits and the Sustainability Charter for Tunney's Pasture;
- Identify an appropriate mix of building types that are suitable to the Site in compliance with the objectives and land uses as established in the TPIP and the Government objectives of affordable and inclusive housing providing a mix housing type and support of the Sustainability Framework of the One Planet Living Community, supported by the market/economic and planning analysis that can be supported by transportation and servicing infrastructure;
- Ensure that the subdivision achieves the minimum targets for the number, sizes and types of housing units consistent with City of Ottawa, the Company and Government objectives related to environmental sustainability, low-cost housing ratios according to Canada Housing and Mortgage Corporation ("CMHC") guidelines and house affordability and healthy lifestyles (i.e. Inclusionary Zoning, Affordable Housing, etc.); and the Sustainability Toolkit;
- Collaboration and responsiveness to the Project objectives and concerns of the public and nearby property owners;
- Prepare a concept plan and work with the Company to produce the draft plan of subdivision;
- Integrate the Urban Design Guidelines and Sustainability Toolkit into a Developer's Checklist for the Site to direct future development and to ensure that aspirations of the future owners/developers will be achieved; and
- Prepare all applicable municipal planning strategies and/or Land Use By-law amendments, development and zoning applications for the lands to be disposed to the Company and provide advice regarding any supporting studies, as necessary and secure approvals.

Task 4 Role as Strategic Advisor

As the strategic lead advisor, the Lead Consultant will complete the following:

- Assist the Company/PSPC and the Company's Public Consultation Consultant, PACE Consultants retained to create a public engagement strategy for the Tunney's Pasture Redevelopment, with the preparation of the communication plan and project communication plan through the redevelopment phase;
- Conduct and participate in all project-related public consultation and stakeholder events and/or meetings. This includes the preparation and supply of all materials developed on behalf of the Company for all related planning work and to support the Public Consultation Consultant, in both Official Languages;

- Participation in required presentations to the NCC's Advisory Committee on Planning Design and Realty (ACPDR) and Board of Directors if and as required. This includes developing any related presentation materials, as required;
- Participate in required presentations to the City of Ottawa Urban Design Review Panel. This includes developing any related presentation materials, as required;
- Assist the Company/PSPC with negotiation for all agreements;
- Work closely with stakeholders and understand their objectives;
- Liaise and coordinate project meetings as required with the Company, its consultants, and municipal staff;
- Support the Public Consultation Consultant with community and stakeholder consultation meetings in both official languages, as necessary;
- Attend any City of Ottawa planning committee and council meetings, as necessary;
- Participate in the negotiation of development and cost-sharing agreements with the City of Ottawa and advise the Company and its lawyers on the acceptance of agreements and documentation of the commitments arising as a result of the planning process, as requested.
- Prepare market studies to support concept plan development; and
- Prepare cost estimates of the site servicing including service connections to PSPC buildings, decommissioning of service tunnels within the future public streets, utilities and landscaping as required by City of Ottawa for acceptance of roadways.

The project anticipates that public meetings will be required to complete this project.

Lead Consultant's Responsibilities and Deliverables

The Company requests that Proposals identify dedicated personnel/firms committed to assist the Lead Consultant perform their responsibilities for each of these four roles for the duration of the project.

The Consultant Team must be capable of providing the following services/deliverables throughout the project:

- Municipal (Civil) Engineering
 - Deliverables - land development/construction servicing design, detailed engineering, procurement and contract administration; Master Servicing Study; Noise Study; Wind and Vibration Analysis
- Transportation Engineering
 - Deliverables - Including Cycling/Pedestrian Network Designers, Municipal Approvals (CTS/TIA) and Roadway Modification Approvals, electric vehicle stations, electric bicycle stations
- Costing
 - Deliverable - Land Development Construction (annually)
- Land Surveyor
 - Deliverables – Reference Plans, 4M-Plan, Easements, Topographic Survey, Layout and site statistics etc.
- Sustainability and Energy Efficiency Consultant
 - Deliverables – Sustainability Strategy, including Sustainability Charter implementation, Architectural Controls and Urban Design reviews, Resiliency Plan, Community Energy Strategy and report on how the sustainability mandated objectives have been achieved
- Environmental Engineering
 - Environmental Site Assessment
 - Deliverables - Species at Risk, Integrated Environmental Review/ Environmental Impact Study, 10-Year Habitat Management Plan
- Environmental Engineering
 - Deliverables – Phase I, II and III Environmental Site Assessment (rights of way only)
- Geotechnical Engineering

- Deliverables – Geotechnical Investigation, Quality Control, Soil Analysis (Roadways and Development Blocks) Engineering Design, Municipal Approval, Street tree planting/Landscape Plan Review
- Cultural and Heritage Plan
 - Deliverables – Heritage Resources Impact Report, Heritage Interpretative Strategy
- Accessibility
 - Deliverables – Review of landscape plans, roadway cross sections, site servicing plans in accordance with the Accessible Canada Act, AODA legislation and regulations, the Urban Design Manual and Landscape Plan and the Sustainability Charter
- Urban Design
 - Deliverables - Development Proposal Assessments – Urban Design Guidelines compliance review & Concept Development for the Company parcels in accordance with Federal Standards such as the TPIP and PSPC Urban Design Guidelines and Sustainability Toolkit and all guidelines referenced herein under Section 3.0 – Key Guidelines
- Urban Planning
 - Deliverables - Planning Rationale, Applications for Municipal Approval
- Architecture
 - Deliverables - Urban Design Guidelines compliance review, & Concept Development, Supportive Housing Plan, compliance review of sustainability toolkit
- Landscape Architecture
 - Deliverables - Street Tree Planting Plan, Urban Design Guidelines, Architectural Control, Greening and Sustainability Charter Objectives and LID implementation.
- Indigenous Advisory Services
 - Deliverable – review and advisory services to support the consulting team in the incorporation of Indigenous heritage into the overall design

For clarity, the Lead Consultant team will complete the following tasks:

- Land Use Planner – to obtain conditions of subdivision approval and secure clearance of subdivision conditions; confirm zoning compliance and assist the Company with subdivision registration
- Architect - to prepare architectural controls and building on existing urban design guidelines; prepare concept plans (2D and 3D) and property biographies to satisfy subdivision registration;
- Civil Engineer – to prepare detailed engineering drawings; street lighting and composite utility plan, waste collection plan; obtain all approvals required to initiate site servicing; procurement, contract administration and site inspection and all Quality Assurance/Quality Control/Testing;
- Environmental Engineer – to complete Environmental Site Assessment required to support transfer of roadways to City and compliant with Federal requirements;
- Acoustical Engineer – to complete noise impact study, snow removal and in collaboration with landscape architect Low Impact Development features for roadways;
- Transportation Engineer – to complete Traffic Impact Study, pavement marking plan and wayfinding in collaboration with the landscape architect;
- Sustainability Consultant – to complete sustainability strategy, including ensuring compliance with Sustainability Charter prepared by PSPC; complete a Resiliency Plan and complete Community Energy Strategy;
- Landscape Architect – to prepare street tree planting plan; complete street tree planting plan(10-year Landscape Plan);
- Environmental Engineer – to complete and submit Environmental Impact Study and Tree Conservation Reports for subdivision registration; obtain tree clearing permits and how many

trees will need to be replanted given PSPC and NCC's policies re: 2 trees for everyone. Provide a tree removed. replacement plan in accordance with the Sustainability Charter;

- Geotechnical Engineer – to complete geotechnical reports required for subdivision registration; to support engineering design, review of engineering and landscape plans, inspection and all Quality Assurance/Quality Control/Testing, during site servicing; provide direction for Street Tree Planting; and
- Electrical Engineer – to complete preliminary load summaries to support utility design for future development of each subdivision registration.
- Land Surveyor – to complete surveys for easements, land transfers, infrastructure layout and subdivision registration. All survey work will be completed by the Lead Consultant's surveyor

4.3 Proposed Project Timeline

The stages of the project outlined below provide the anticipated project timing for each stage.

Stages of Project Pre – Disposal	Anticipated Schedule (in Months)
Stage One Project Review – Gap Analysis, Costing Analysis and Schedule Review	4
Stage Two Public Engagement and Site Investigations	8
Stage Three Municipal Approval Process Including Public Engagement, Detailed Engineering Design, Facility Fit Plans and Street Tree Landscape Plans	12
Subtotal	24
Post - Disposal	
Stage Four – Subdivision Registration/Tri-Party Agreement – Conditions Clearance and Plan Registration/Agreement Execution	6
Stage Five Site Servicing, Project Administration, Project Management & Close Out for the Road redevelopment and decommissioning of the tunnels.	24
Anticipated project timeline	54

Outlined below are the overall deliverables for each stage of the project which will illustrate the level of effort expected by Company/PSPC from the successful Lead Consultant. Additional work may be required to respond to guidelines and/or conditions imposed by approval agencies such as Conservation Authorities.

Stage One: Project Review – Gap Analysis, Market/Costing Analysis and Schedule Review – Road way and Site Servicing

- Site inspection with project team;
- Review of all existing reports and studies, issue an existing conditions memo and identify information, gaps and preliminary issues, to be addressed and incorporated into the work plan for the project;
- Prepare initial sustainability strategy to define and demonstrate the project's sustainability objectives, priorities and resulting design strategies, and outline compliance with the Sustainability Charter including relevant studies required to meet the requirements of the Sustainability Charter;
- Revise the proposed work plan submitted with the RFP for acceptance and approval of the Company and PSPC;

- Prepare and submit for review draft plan of subdivision and land use plans or surveys as per requirements set out in Schedule 14;
- Prepare an opportunity and constraints matrix for presentation to the community at a public information meeting;
- Prepare a preliminary opinion of cost to upgrade obsolete municipal services and roadways within the Campus Re-Development Schedule prepared by Lead Consultant, complete with phasing;
- Prepare a preliminary Site Servicing issues memo complete with an analysis of the roadway cross sections in compliance with the TPIP road cross section designs and ESAP plans etc, utility and communications servicing options, a preliminary landscape plan, site servicing options and recommendation for sustainability features within the public rights of way in accordance with the TPIP reports etc and on private property as per the Sustainability Charter;
- Prepare a preliminary table of contents for Environmental Impact Study, Transportation Study, Cultural and Heritage Plan; and
- Prepare a Phase I Environmental Site Assessment.

Stage Two: Road way and Site Servicing Background Analysis

- Prepare a preliminary development concept for public meeting and solicit feedback on the development concept/plan of subdivision. This meeting will be held prior to the submission of municipal applications;
- Incorporate public feedback into the development concept;
- Presentations to PSPC, the Company, City of Ottawa and NCC of the redevelopment plan;
- Prepare updated sustainability strategy, illustrating the design decisions required and recommendations proposed;
- Prepare draft demonstration plans for the subdivision for utility and site servicing capacity analysis based on the TPIP for the Company and PSPC for review and approval;
- Attend all pre-application consultation meetings with the community, elected officials and Planning Staff, such as City Planners, Utilities, Conservation Authorities, NCC, MECP and OC Transpo;
- Prepare all reports, plans and documentation required to submit a complete application and obtain municipal according to the City of Ottawa's application submission requirements
- Prepare all display materials and presentations, in both official languages for all meetings
- Prepare matrix of Key Guideline Objectives – Section 3.0 of this RFP identifying the relevant guideline, deliverable and compliance status;
- Prepare aerial perspectives of the preferred option, 3-D massing model/drawings, video perspective and photographs;.
- Prepare implementation and phasing strategy;
- Update to Preliminary Opinion of Cost to upgrade all municipal services and roadways within the Campus; and
- Update Development Schedules.

Stage Three: Submit Municipal Application - Public Engagement, Detailed Engineering Design and Subdivision Registration

- Liaise with the City of Ottawa's Planning Staff and associated agencies to advance the review, approval and preparation of conditions of draft plan of subdivision approval, including presentations before Committees of the City of Ottawa;
- Prepare and present applications to the Urban Design Review Panel, Committees of Council and Council in both Official Languages, if required;
- Prepare reports and minutes of all meetings held in public, with staff and elected officials;
- Prepare all materials, in both official languages, for all public meetings (minimum two meetings);
- Submit applications for approval to City of Ottawa, Ministry of the Environment, Conservation and Parks, the NCC and any agency;
- Prepare and submit for review all required plans or surveys as per Schedule 14;

- Prepare detailed engineering submission of detailed site servicing design including all right of way improvements, coordination of ESAP infrastructure, street lighting and on site/off site intersection improvements;
- Prepare Key Guideline Compliance Report prior to submission of application or documents to City, PSPC or any approval agency;
- Prepare Planning Rationale for the Site to support subdivision registrations;
- Acquire all relevant knowledge of the TPIP (2018), the Urban Design Guidelines (PSPC) and all municipal policies applicable to the Site;
- Provide background support and, if deemed necessary by the Company, attend meetings necessary to satisfy the public consultation; and
- Complete a review of the Secondary Plan, Community Design Plan and the Zoning By-Law in consideration of the Official Plan Review (2020 and the Zoning By-Law provisions due to soil conditions, utilities and site topography.

It is expected that the following activities and reports will be provided to fulfill the conditions of subdivision approval prior to subdivision registration.

Geotechnical Study

- Prepare a Geotechnical Study for the Site consistent with the City of Ottawa study guidelines. The Geotechnical Study must satisfy municipal requirements to achieve the Company's objectives. The Consultant should refer to: <http://documents.ottawa.ca/sites/documents.ottawa.ca/files/documents/cap137602.pdf>
 - The study must contain at a minimum the following testing/results/evaluations:
 - ✓ [Bore hole investigations, including rock coring;](#)
 - ✓ [Groundwater level measurements;](#)
 - ✓ [Laboratory testing according to soil type;](#)
 - ✓ [Provide recommendations for:](#)
 - [Site Grading of all development blocks that are not under federal jurisdiction in the Site;](#)
 - [Assessment of pavement and right-of-way the Site;](#)
 - [Foundation Design;](#)
 - [Seismic Design and Seismic Liquefaction;](#)
 - [Excavations and Impacts on Adjacent Structures/Properties/Utilities; Bearing Capacity for shallow foundations and an estimate of the settlements;](#)
 - [Stabilization of existing foundation members;](#)
 - [Lateral support parameters for earth retaining structures;](#)
 - [De-watering of excavation;](#)
 - [Use of excavated material as backfill;](#)
 - [Vibration limits for excavation and construction activities;](#)
 - [Soil compaction.](#)
 - [Pipe Bedding;](#)
 - [Topsoil and excess material Management;](#)
 - [Drainage;](#)
 - [Earthworks associated with Site Servicing;](#)
 - [Pavement, Sidewalk and Walkway Design;](#)
 - [Corrosion and Cement Type;](#)
 - [Frost Heaving;](#)
 - [Contaminated Soil and Groundwater;](#)

- [Slope Stability and Retaining Walls, including setbacks from the LRT trench, roadway bridges and existing buildings;](#)
 - Inspection. and Review during Construction;
 - Tree Planting Recommendations, including analysis for tree planting in clay soils (Atterberg testing) if required.
- Provide on-site construction quality control supervisory services and site inspection of the Contractors' works and the review of the Contractors' QA/QC documentation for the Site during site servicing, road construction, preliminary lot grading and during construction (Compaction testing and material testing of concrete and asphalt will be the responsibility of the site servicing contractor)
 - Provide recommendations and special provisions for earth works and geotechnical requirement for inclusion into RFP for Site Servicing;
 - Provide recommendations for each phase of work, such as excavation, site servicing, topsoil/fill management, grading and if required, site filling;

Environmental Study

- Prepare an Environmental Impact Study that satisfies municipal requirements to achieve the Company's objectives;
- Conduct review of the Site including an inventory of significant trees, plants and wildlife within the Site;
- Conduct site visits and wildlife surveys to determine the presence of species at risk in the Site including all roadway improvements/construction;
- Prepare all necessary reports, memos and recommendations required by the City of Ottawa, Ministry of Natural Resources and/or the Conservation Authority required to complete applications for permits and approvals associated with habitat removal in the Site and all roadway improvements/construction. This shall include preparing correspondence and attending meetings with the City of Ottawa, the Ontario Ministry of Natural Resources, the NCC and the Conservation Authorities;
- Review the conditions of Draft Plan of Subdivision Approval and ensure that the Environmental Impact Study "EIS" and Tree Conservation Report "TCR" addresses all of the applicable conditions of draft plan of subdivision approval for the Site;
- Prepare a topsoil and excess material management plan with input from the geotechnical engineer; and
- Prepare an Environmental Impact Study consistent with the City of Ottawa's most up-to-date study guidelines. The Consultant should refer to the document at the attached link, as updated by the City of Ottawa from time to time:
http://documents.ottawa.ca/sites/documents.ottawa.ca/files/documents/eis_guidelines2015_en.pdf

Tree Conservation Report

- Prepare a Tree Conservation Report for the Site that satisfies municipal requirements to achieve the Company's objectives;
- Conduct field reviews/surveys and prepare an inventory of all trees, including identification of significant trees, stands of trees and vegetation and trees on adjacent properties. The inventory shall include diameter at breast height measurements, an assessment of health and photos of trees recommendation for retention;
- Conduct a Butternut Survey including a health assessment prepared by a registered Butternut Health Assessor;

- Provide recommendations for tree preservation including all mitigation measures to increase the potential for retention;
- Review the conditions of Draft Plan of Subdivision Approval and ensure that the TCR addresses all conditions; and
- Prepare a Tree Conservation Report consistent with the City of Ottawa's most up-to-date study guidelines and obtain tree clearing permits, as required. The Consultant should refer to the document at the attached link, as updated by the City of Ottawa from time to time: <https://ottawa.ca/en/residents/water-and-environment/trees-and-community-forests/protection#tree-conservation-report-guidelines>

Wildlife Protection & Tree Preservation

- Recommend and inspect wildlife protection measures and tree preservation measures prior to tree clearing, site preparation such as topsoil stripping, site servicing or infrastructure removal;
- Attend meetings with the Company project team, including the design civil engineer, landscape architect, the site servicing contractor and landscape contractor;
- Submit applications and obtain approvals sought from external agencies such as but not limited to the City of Ottawa, the Ontario Ministry of Natural Resources, Ministry of the Environment, Conservation and Parks, the Conservation Authority and the NCC; and
- Review of project plans/engineering submissions for roadway modifications, site servicing and landscaping approvals to the City of Ottawa and Ministry of the Environment, Conservation and Parks.

Architectural Services

- Complete Cultural and Heritage Plan to support the creation of a site identity; and
- Create concept plans for campus to support engineering design and utility requirements in accordance with the PSPC's TPIP and Urban Design Guidelines and Sustainability Toolkit with the building heights and density targets, design guidelines and Sustainability Charter for Tunney's Pasture. In addition, the concept plans shall reflect the Secondary Plan, City of Ottawa 2008-250 Zoning By-Law provisions, the City of Ottawa's Design Guidelines for High Rise Buildings, Urban Design Guidelines and the Sustainability Charter.

Sustainability

- Prepare a project-specific Sustainability Strategy to define and demonstrate the project's site servicing/roadway upgrades sustainability objectives, priorities and resulting design strategies. The Sustainability Strategy is to be updated at every subsequent project delivery stage, illustrating the design decisions required and recommendations proposed;
- Demonstrate site servicing/roadway upgrades compliance with the Urban Design Manual for the Redevelopment of the Site and the Sustainability Charter for Tunney's Pasture Redevelopment, incorporating design strategies, including mandatory requirements and Key Performance Indicators (KPIs) into the Sustainability Strategy, giving consideration for higher level voluntary requirements, where feasible, and tracking compliance via checklists outlined in the Sustainability Charter;
- Complete a Resiliency Plan to define implementable resiliency guidelines aligned with the City of Ottawa, to ensure all site servicing/roadway upgrades contributes to long term resiliency needs and goals;
- Complete a Community Energy Strategy to determine the extent to which site servicing/roadway upgrades in the Site can achieve a low-carbon future, particularly given the existing/future on-site district energy system (ESAP), long-term goals to reduce emissions through ESAP, and the opportunity to drive down emissions within the private sector;

- Incorporate into the Sustainability Strategy for the site servicing/roadway upgrades findings from relevant studies required to meet requirements of the Sustainability Charter, including: 10-year Landscape Plan; Cultural and Heritage Plan; Resiliency Plan; 10-year Habitat Management Plan; Community Energy Strategy; Supportive Housing Plan; and
- Ensure that One Planet Living (OPL) principles are upheld in the site servicing/roadway upgrades and confirm that OPL endorsement/certification can be pursued in the future, if and when feasible.

Transportation Impact Study

- Prepare a Transportation Impact Study that satisfies municipal requirements to achieve the Company's objectives;
- Review and verify all necessary background information available to assist with the research, analysis and assessment of the current cycling, transit, pedestrian and road network;
- Complete background research required to forecast travel demands affecting development plans for the site;
- Identify existing transportation issues within the study area; (if required) Identify for consideration by the Company's planning consultant any suggested modifications;
- Review and abide by the City of Ottawa 2017 guidelines "Transportation Impact Assessment Guidelines" (2017 or as revised) and/or other relevant guidelines required under the municipal approvals, provincial or federal departments in order to prepare a Transportation Impact Study in compliance with submission requirements to secure planning approvals by the municipality;
http://documents.ottawa.ca/sites/documents.ottawa.ca/files/tia_guidelines_en.pdf
- Complete a Transportation Impact Assessment in compliance with the City of Ottawa requirements to support municipal applications for the development of the site; 2017 guidelines the City of Ottawa's "Transportation Impact Assessment Guidelines" (2017 or as revised);
http://documents.ottawa.ca/sites/documents.ottawa.ca/files/tia_guidelines_en.pdf
- Conduct site visits as required by the City of Ottawa in order to document, update, describe and analyze existing conditions of the adjacent road network to ensure compliance with all City guidelines. Including: intersections, roadways, traffic controls, sidewalks and pathways (i.e. conduct traffic counts etc.);
- Conduct site visits to complete manual/automated traffic counts (as required);
- Confirm off-site roadway modifications for non-crown owned lands if different from the TPIP required for the Site including a phasing plan for the work as required;
- Secure all approvals for the roadway connection to the Site;
- Acquire all relevant knowledge of the Community Design Plan "CDP", the Secondary Plan, Zoning, Draft Plan of Subdivision, and approved landscape plans for adjacent lands, and relevant supporting studies prior to commencement of work;
- Provide background support and, if deemed necessary by the Company, attend meetings necessary to satisfy the public consultation required by City of Ottawa planners;
- Attend internal meetings with the Company, other Consultant Team members, and the successful respondent's sub-consultants, as required for timely completion of the project; and
- Submit a draft Traffic Impact Assessment ("TIA") to support the subdivision/development agreement registration to support the transfer of private roadways within the Site to the City of Ottawa. Please refer to <https://ottawa.ca/en/city-hall/planning-and-development/how-develop-property/development-application-review-process/pre>

Planning Advisory Services

- Provide professional land use planning advice during the negotiation of subdivision/development agreements;
- Prepare planning rationale to support subdivision/development agreement registration;
- Complete zoning review of concept plans; and
- Assist Architect, Landscape Architect, Land Surveyor and Engineering Team with interpretation of policy, zoning and negotiation of conditions of approval.

Civil Engineering /Design/Electrical Engineering/Structural Engineering

- Prepare and secure approval of detailed design drawings for on-site and offsite roadways upgrades/improvements, lot grading, storm water systems, storm water management facility, sanitary sewer systems and water supply systems, including all calculations and documentation required by the approving authorities. All information necessary for the removal of the existing roads and services shall also be included;
- Prepare reports and secure approval of detailed design for all external improvements on non-crown lands, including
 - Off Site Stormwater improvements;
 - Off Site Sanitary infrastructure improvements; and
 - Roadway modifications;
- Prepare and secure approval of detailed design drawings for all composite utility plan including electrical distribution, street lighting and all communication services within the development including their connection to Hydro Ottawa system and including all calculations and documentation required by the approving authorities;
- Prior to first submission to the approving authorities, prepare and submit cost estimates to the Company for all removals and construction of all infrastructure, which shall be based on the detailed design for each phase;
- In coordination with the utility companies, initiate and coordinate the design of gas, hydro, telephone and cable telecommunication services for the development including the preparation and approval of the Composite Utility Plan (CUP);
- Submit to, coordinate with, and secure approvals from all required approval authorities for all facilities and permits, approvals such as commence work, ECA, RVCA, and coordinate with other consultants for Tree clearing permit, MNR permits or additional requirements;
- Prepare all drawings to the standard and format required by the various approval authorities.
- Prepare all utility load calculations for each development block to the standard and format required by the various approval authorities;
- Coordinate with the Company, the City of Ottawa, the NCC and all other approval authorities as required, to assist in negotiating the details of development agreements, easements, permits/approvals related to servicing and clearing of Draft Subdivision Conditions for plan registration;
- Coordinate with the Company's surveyor as required during detailed design, site servicing and landscaping design.
- Prepare all construction cost estimates required by the approval authorities for inclusion in development agreements and posting of related securities; and
- On a yearly basis issued before the end of April, for the term of the Agreement, prepare updated Class "C" budget estimates the cost of servicing for each phase of site servicing/roadway upgrades, using prior knowledge, tendered and as-built costs.

Landscape Architectural Services

The Consultant will be required to work closely with the Company in support of achievement of the following tasks:

- Acquire all relevant knowledge of the CDP, Secondary Plan, Zoning, Draft Plan of Subdivision, and approved landscape plans as accorded to PSPC's TPIP and Urban Design Guidelines for adjacent non-crown lands, and relevant supporting studies prior to commencement of design work;
- Complete 10-year Landscape Plan including: incorporating nature through environmental features, light and space, and natural shapes and forms; incorporating nature's patterns through Natural Patterns and Processes and Evolved Human-Nature Relationships; unique connections to place, climate and culture through Place-Based Relationships; and the provision of sufficient and frequent human-nature interactions, throughout the Community to connect the majority of occupants with nature directly;
- Provide background support and, if deemed necessary by the Company, attend meetings necessary to satisfy the public consultation required by City of Ottawa parks planners and forestry department;
- Complete all landscape architecture work required to prepare right-of-way/street tree planting plan for the Site and assist with the completion of the composite utility plan;
- Secure approvals of the right-of-way street tree planting plan;
- Submit regular progress reports to the Company on the status of required work. Progress reports shall confirm level of effort and hours to date in relation to the project budget; and
- Prepare project schedule and issue monthly updates to schedule (i.e. Microsoft Project).

Land Surveyor

- Prepare all legal plans concept plans, easement plans for the development; and
- Prepare certificates as required for municipal approval.

Project Meetings

The Consultant will be required to complete the following as part of the overall project works:

- Prepare for and attend biweekly meetings with the Company team as required. For this RFP response, respondents should budget for 20 - 2-hour meetings per year; and
- The Consultant should budget for an additional 10 meetings for stakeholder consultations.

Stage Four – Subdivision Registration

The Consultant will be responsible for clearing all conditions of subdivision approval/tri-party agreement for the transfer of the Site's right of way/roadways to the City of Ottawa. This shall include completing all supporting reports, analysis/property investigations and coordination/negotiation with the City of Ottawa, NCC, MECP and any relevant approval and/or permitting agency.

For clarity, the Consultant will be responsible for retaining and maintaining a team with the expertise required to update the complete the following reports suitable for submission to the City of Ottawa and all relevant approval and/or permitting agencies. The nature and scope of the reports, investigations, studies and/or technical memos required for approval will be determined by the approval and/or permitting agency. The list below is not intended to be definitive: this list is provided to demonstrate the scope of investigations required to address all relevant requirements of the City of Ottawa:

- Geotechnical investigations and Reports
- Transportation impact study including Pavement Marking Plan,
- Environmental impact study including Species at Risk Assessment
- Tree conservation report including Species at Risk Assessment and Tree Clearing Permit and tree replacement plan

- Noise Impact Study
- Engineering Design/Service Brief/Update Master Servicing Study/Street Lighting Plan
- Street Tree Planting Plan
- Composite Utility Plan and Hydro & Gas Load Summary
- Waste Collection Plan, if required
- Planning Rationale
- Zoning By-Law Review
- LID Features and Sustainability Charter
- Cost Estimates
- Waste Management Plan (waste diversion)
- Environmental Engineering and Environmental Site assessments
- Survey Plans
- Cultural Heritage Plan – Heritage Designations and Commemoration Plan
- NCC approvals - to support site servicing and subdivision registration

Stage Five: Preparation of RFP Documents, Project Specifications, Proposal Administration and Evaluation

The Consultant will be required to issue on behalf of the Company a potential of four (4) Requests for Proposals, in compliance with the Company's policies, procedures and approved templates, for the following services for site servicing/roadway upgrades:

- **Site Servicing Contract for municipal infrastructure upgrades (2)**
- **Roadway Realignment and Divesture Contract (2)**
- The Consultant as part of this work will be required to adhere to the Company's procurement policy and will work with the Company in the preparation, administration and evaluation of each required RFP (4 separate RFPs to be issued) and proposal submission documents. As part of the preparation of RFP Documents, project specifications and proposal administration works, the Consultant will be required to complete the following tasks:
 - Assign a qualified individual responsible for, but not limited to management and coordination of consultant resources and activities in the achievement of project requirements, schedule, and quality of work. This individual will be the primary point of contact for the Company's correspondence, deliverables and coordination in relation to the work.
 - Act as the Company's technical advisor and be responsible for generating the RFP package in accordance with the Company's procurement policies and procedures for the works related removal of all existing infrastructure and roads and construction of all new roads and infrastructure required to service the Site. The Consultant is to generate the scope of work to be included into the RFP document and will be included within the Company's standard front-end procurement documents and the Company's standard contract documents to be used in a competitive RFP process.
 - Act as the Company's technical advisor as it relates to all engineering services and as it relates to the described works;
 - Conduct reviews of project plans including construction documents, site servicing drawings and RFP, including job specifications and any other requirements ensuring compliance with both the recommendations of the geotechnical report for the Site and/or any regulatory requirements;
 - Ensure compliance with the Sustainability Strategy, including compliance with the Sustainability Charter and Urban Design Manual;
 - Generating contract specifications and RFP documentation (utilizing the Company's RFP template), supplemented by drawings and other documents as required to clearly define the scope of work in accordance with municipal and provincial regulatory requirements;

- Advising the Company on schedule requirements associated with the scope of work and collaborate with the Company to identify impacts of the work in relation to the overall project goals; and
- Provide a detailed pre-RFP cost estimate (Class B) and construction schedule anticipated for the works outlined in the RFP and provide the anticipated separate costs associated with the components of the work.

The Consultant will be required to work closely with the Company in support of achievement of the following RFP Coordinator tasks:

- Working under the direction of the Company ensuring that the competitive process complies with the Company policies and is conducted fairly;
 - consulting with relevant Company personnel indetermining the procurement strategy; facilitating the preparation of a detailed description of the opportunity;
 - determining the timing for different stages for the process, including whether and how presentations, site visits or other parts of the process will occur (and whether and how shortlists may be used);
 - determining the evaluation team composition;
 - determining the evaluation criteria;
 - using the appropriate form of contract as directed by the Company;
 - execution of the Company's Conflict of Interest Disclosure Forms;
 - ensuring that evaluation team members are aware of their confidentiality and conflict of interest obligations;
 - ensuring that evaluation team members sign the Company's standard non-disclosure agreement form;
 - ensuring that Company personnel and evaluation team members are aware of the black-out period and the need to restrict communications with Respondents and prospective Respondents;
 - preparing the RFP documents on Company-approved templates;
 - publicizing and distributing the RFP documents using the appropriate publication media or advertising opportunity (depending on whether the process is invitational or open);
 - coordinate and conduct a Respondent site meeting, manage all communications with Respondents and prospective Respondents during the process, up to and including the time that the contract is signed by all parties;
 - opening proposals, determining whether each proposal has met all mandatory requirements;
 - coordinating the evaluation process, arranging evaluation team meetings and taking minutes; consolidating scores; completing an analysis and scoring of price/cost; and communicating results to evaluation team and to Respondents (as applicable, and at a suitable time in the process);
 - resolving issues of responsiveness, clarity, and acceptability of proposals in consultation with the Company's project members and/or the Company's General Counsel/Legal Department;
 - overseeing the timing of any contract negotiations with the highest ranked Respondents;
 - coordinate the execution of the Agreement by/distribution to the contractor and the Company;
 - issuing contract award notices once the contract is signed, as required;
 - administering security deposits (if applicable); and
 - retaining records to substantiate decisions and document the process.

Project Management and Closeout

The Consultant will be required to provide Project Management and Closeout works for a potential four (4) construction contracts awarded as part of the RFP process:

- **Site Servicing Contract for Tunney's Pasture (2)**
- **Roadway Modification Contract for Tunney's Pasture (2)**

The Consultant will be required to:

- Lead biweekly project meetings with the Company project team, the site servicing contractor and landscape contractor;
- Support and be responsible for the Company project team with applications and approvals sought from external agencies such as but not limited to the City of Ottawa, the Ministry of Environment Conservation and Parks, the Conservation Authority and the NCC;
- Act as the Company's advisor and report on findings and/or recommendations as required;
- Act as the contract administrator for the project. The contract administrator responsibilities are to oversee the site work on behalf of the Company to assess the project's progress and compliance with all requirements including, but not limited to, review of work, providing necessary background information and recommendations on contemplated change notices, preparation of the recommended change orders, evaluation of contractor progress claims, approving and issuing recommendations for progress payments, coordinating with municipal, provincial and regulatory authorities;
- Co-ordination of the construction start up meetings;
- Co-ordinate legal surveys for the placement of survey points required for all construction and utility installation; Coordinate on-site testing by the geotechnical consultant (e.g. compaction, concrete, asphalt, etc.) and review the test results with respect to conformance with plans and specifications. The Consultant shall make recommendations to the Company with respect to any non-conforming results;
- Resolve utility conflicts encountered during construction which arise due to unforeseen site conditions;
- Review and approve commissioning process required to achieve the sustainability targets for the project;
- Review and approval of all shop drawings, alternative design proposals and preparation of additional sketches, drawings and specifications for the purpose of providing clarification during construction;
- Review and approve all sustainability performance submittals as specified including Health and Wellness Plan for construction staff, waste management submittals, Environmental Product Declarations (EPDs), etc.;
- Review the contractors' progress and holdback payment requests and prepare certificates to the Company with recommendation for payment;
- Make recommendations to the Company regarding claims for extra compensation by the contractor and prepare change orders as required;
- Certify as-constructed quantities for final payment to contractors, subcontractors etc.;
- Prepare substantial and final completion certificates and conduct inspections in relation to the contracts;
- Initiate and coordinate the establishment of maintenance periods and final assumptions with the City of Ottawa, including the coordination of inspections and the contractors' repair of deficiencies;
- Initiate and coordinate reductions of the Company's performance securities with the City of Ottawa;
- Coordinate the compilation of final field survey information by the contractors and complete all required as-built drawings;

- Complete Sustainability Manual outlining the purpose and intended function of each sustainability feature and related operations and maintenance guidance for right of way/roadways and infrastructure on NCC lands;
- Provide full time inspection (as required) to monitor progress of the project, contractor performance, or to verify information related to contemplated change orders;
- Co-ordinating and attendance of bi-weekly site meetings (including preparation and circulation of meeting minutes) and conduct a construction review to monitor progress and compliance with contract and regulatory requirements and report on the findings as required;
- If required, submit applications on behalf of the Company. All applications will be provided to the Company for review and approval prior to submission. Associated fees will be payable directly by the Company;
- Ensuring the contractor and subcontractor (if applicable) secures any related permits, road closures, locates etc. prior to commencing site work;
- Provide oversight as required for the duration of the project. The Consultant is to provide the Company with cost estimates based on contract unit pricing to complete any additional work required for the project; and
- Coordinate as required with consultants and contractors for the duration of the project.

General Project Administration:

- **Project meeting requirements** – The Consultant should assume that project requirements include initiating, preparing and attending various project meetings with various stakeholders, consultants, contractors and/or agencies. The Consultant is to assume the following types of meeting requirements:
 - **Project Meetings** - The Consultant will assume that the work requires regular project meetings in support of overall works for civil engineering detailed design, contract administration and site supervisor services, The Consultant is to provide hourly rates for all staff added to support the Company, the Company's consultant team, the City of Ottawa and any other approval agencies.
 - **Public Consultation Meetings** - The Consultant is to assume that the project requires public consultation meetings and is to provide hourly rates for all team members, display material rates and rates per public meeting staff added to support public consultation meetings.

All public reports and presentations shall be provided and presented in both official languages.

In addition to the above-noted work the Consultant may be required to complete all additional work identified by the external stakeholders and/or administrative authorities from which approval is required (NCC, City of Ottawa, Conservation Authority.) and retain any additional expertise necessary to implement the redevelopment plan, and obtain all necessary approvals for Stages 1 to 5 inclusive as described herein over the duration of the project. All additional work will be submitted to the Company for review, complete with a fee proposal calculated using the hourly rates contained herein, prior to commencement.

Potential Submissions

The Scope of Work has outlined stages in support of achieving the project goals and objectives. The following list identifies potential studies and/or plans may be required in support of the redevelopment of the Site and the Consultant may be required to obtain the various planning/stakeholder approvals related to the below. Approvals agencies may require additional submissions: the Consultant must anticipate the future requirements of approval agencies when evaluating the scope of work. This list is

provided to demonstrate the disciplines or areas of expertise required on the Lead Consultant team. Each discipline will need to demonstrate compliance with the Sustainability Charter.

Engineering Requirements:

1. Site servicing plan/study
2. Grade control and drainage plan
3. Geotechnical study/ slope stability study, if required
4. Composite utility plan and street lighting plan
5. Ground water impact study
6. Servicing options report
7. Transportation impact assessment (TIA)/Community Transportation Study
8. Erosion and sediment control plan/brief
9. Storm water management report/brief
10. Hydro geological and terrain analysis
11. Hydraulic water main analysis
12. Noise, Vibration and Wind study
13. Roadway modification functional design (on and off site)
14. Structural Engineering, if required
15. Confederation Line proximity study
16. Cost estimates
17. Environmental Site Assessment
18. Waste Management Plan
19. Grading Plan – Excess Soil Management Plan
20. Sustainability Charter Compliance Reports

Planning/Architectural Requirements

1. Concept plan showing proposed land uses
2. Planning Rationale and compliance with sustainability charter and toolkit
3. Cultural heritage impact statement
4. Landscape plan including Street Tree Planting
5. Archaeological resource assessment Study (Stage I, II and III, if required)
6. Survey plans
7. Urban Guidelines Compliance Reports

Sustainability Requirements

1. Sustainability Strategy, including Sustainability Charter compliance reporting for site servicing/roadway upgrades

Environmental Requirements

1. Phase 1 environmental site assessment for roadways
2. Impact assessment of adjacent waste disposal/ former landfill site, if appropriate
3. Phase 2 environmental site assessment
4. Tree conservation report
5. Environmental impact statement/ impact assessment of endangered species
6. Integrated environmental review

Consultation/Marketing Requirements

1. Public consultation strategy in consultation with the Public Consultation Consultant

OVERALL PROJECT TEAM

The Consultant shall retain the following expertise in order to obtain subdivision registration and all requisite approvals. The overall project team must consist of the following disciplines that include:

- Architect
- Civil Engineer
- Acoustical Engineer - Noise Impact Analysis

- Transportation Engineer
- Geotechnical Engineer
- Low Impact Development Engineer
- Wind and Vibration Engineer - Wind and Vibration Analysis
- Electrical Engineer
- Sustainable Design Specialist
- Construction Cost Analysis
- Landscape Architect
- Planning
- Environmental Consultant (Natural Systems)
- Arborist/Butternut Health Assessment
- Environmental Engineer
- Archeological Consultant
- Surveying

The Company will engage the following disciplines to assist with the Company's obligations associated with the subdivision registration and all requisite approvals

- Legal

If during the course of the works described above, namely, within this Schedule 1, it is identified that any additional works are required in support of municipal approvals, Company or PSPC objectives beyond the original scope of the work and/or if there are requirements to provide additional technical guidance as it relates to civil engineering, consulting, planning advisory services and/or any professional services referenced herein for the Site redevelopment, the Consultant will be required to provide the Company with a detailed fee proposal based on the quoted hourly rates and fees as well as outlining the nature of the work and supporting rationale for review, consideration and approval by the Company.

Schedule "B"

FEES AND EXPENSES

The Fees payable for the Services, based on the following hourly rates shall be:

PART A**Stage One: Project Review**

Gap Analysis, Preliminary Plans, Reports and Schedules and Costing	L.S. \$
Eight (8) - Three (3) hour biweekly project team meetings	L.S. \$
Three (3) - Two (2) hour Project Updates	L.S. \$
<u>Subtotal for Stage One</u>	

Stage Two: Project Analysis

Implementation Plans, Reports and Studies - Preparation for application for Municipal Approvals	L.S. \$
Twelve (12) - Three (3) hour biweekly project team meetings	L.S. \$
Three (3) - Two (2) hour Project Updates	L.S. \$
<u>Subtotal for Stage Two</u>	

Stage Three: Municipal Applications

Municipal Approvals, Public Engagement, Detailed Engineering Design	L.S. \$
Twelve (12) - Three (3) hour biweekly project team meetings	L.S. \$
Three (3) - Two (2) hour Project Updates	L.S. \$
<u>Subtotal for Stage Three</u>	

Stage Four: Subdivision Registration and Engineering Approvals

Subdivision/Development Agreement Registration and Approval of Engineering Design	L.S. \$
Twelve (12) - Three (3) hour biweekly project team meetings	L.S. \$
Three (3) - Two (2) hour Project Updates	L.S. \$
<u>Subtotal for Stage Four</u>	

Stage Five: Site Servicing

Site Servicing Project administration and Project Management	Percentage of Construction Value %
RFP Preparation - Site Servicing Contract	L.S. \$
Twenty-six (26) - Three (3) hour biweekly project team meetings	L.S. \$
<u>Subtotal for Stage Five</u>	

Subtotal of all Stages**Applicable Taxes****Total****PART B****Unit and Hourly Rates**

In support of the above lump sums, the Consultant has provided a breakdown of unit and hourly rates for each discipline.

Project Meetings

In addition to the project meetings outlined within each stage of the work the Consultant is to provide hourly rates for all staff added to support the project, the Company, PSPC, the NCC, the City of Ottawa and any other approval agencies.

Two (2) Hour Meeting Rate (\$ / meeting) – Internal/Agency

Two (2) Hour Meeting Rate (\$/meeting) – Public Meeting

The Consultant must also submit hourly rates for all team members, display material rates (including web-ready material) and rates in support of the lump sum fees provided for workshops and public meetings.

Disbursements

Project related disbursements

L.S. Sub-Total \$

Disbursements shall not include any meals, travel or telephone charges, shall be commercially reasonable, and shall be subject to the written pre-approval of the Company.

Invoices for the Disbursements will be based on the above itemized list with details of percentage complete and totals of the Agreement.

Disbursements shall be paid as incurred with documented proof to a fixed upset limit.

The Consultant must provide a breakdown of unit rates, hourly fees for staff and equipment in support of the lump sum fees outlined within this Pricing Schedule. These unit rates and hourly fees must be honoured by the Consultant for any additional work that may arise. **Hourly rates will be used for additional meetings and additional investigations/work.**

The Consultant will be required to submit regular progress reports to the Company on the status of the Project. These progress reports must be provided by the Consultant to the Company to confirm the level of effort and hours to date in relationship to the project budget.

Invoices will be based on the above itemized with details of percentage complete and totals of the contract.

Schedule "C"
INSURANCE

- 1.1 The Consultant shall (and shall ensure that its subconsultants shall) pay for and maintain in full force and effect with insurance company(s) admitted/licensed by the Province of **Ontario** or other Canadian jurisdictions to do business in the Province of **Ontario** and rated not less than "A" in A.M. Best Insurance Key Rating Guide, or an equivalent independent insurer rating agency, the following policies of insurance, with deductibles and self-insured retentions being declared and subject to approval by the Company:
- (a) automobile liability insurance covering all licensed motor vehicles owned or leased having a limit of \$2,000,000, inclusive, per occurrence for bodily injury, death and damage to property;
 - (b) all risks property insurance covering all property that is owned, rented or leased and to be used for the performance of the Services for the full replacement cost value of such property;
 - (c) professional errors and omissions liability insurance in an amount not less than \$2,000,000 per claim and in the annual aggregate, and the Consultant must notify the Company if any claims made against this policy erode the policy limits below those required;
 - (d) commercial general liability insurance covering all operations in connection with the Agreement on an occurrence basis with a combined single limit of \$5,000,000, inclusive, for each occurrence for third party bodily injury, including death, personal injury and damage to property, including loss of use thereof and such coverage shall include, but not be limited to, the following:
 - (i) blanket contractual liability;
 - (ii) broad form property damage including completed operations;
 - (iii) broad form property damage;
 - (iv) cross liability and severability of interest clause;
 - (v) additional insured endorsement;
 - (vi) non-owned automobile liability; and
 - (e) umbrella liability of no less than \$5,000,000, per occurrence.
- 1.2 Insurance coverage in Section 1.1 of this Schedule "C":
- (a) will be primary to the extent of fault of the Consultant or its subconsultants; and
 - (b) except for the insurance coverage specified in subsections 1.1(a) and 1.1(c), must name the Company as an additional insured and any subconsultants attending at the location of the Project as additional insureds.
- 1.3 To the fullest extent permitted by law, the Consultant hereby releases the Company, its directors, officers, employees and others working on its behalf from and against any and all liability or responsibility to the Consultant or anyone claiming through or under the Consultant by way of subrogation or otherwise, for any loss. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the life of this Agreement.

- 1.4 The Consultant shall and shall ensure that its subconsultants shall:
- (a) provide the Company with a certificate of insurance for the policies described in section 1.1 within ten (10) business days of the date of this Agreement or prior to commencement of the Services, whichever is earlier, and certificates of insurance evidencing renewal of these policies within twenty (20) business days of their expiry date where such policies expire prior to final completion of the Services;
 - (b) be responsible for the deductibles relating to the insurance proceeds under the required insurance;
 - (c) place all policies with insurers that are licensed to provide insurance in the Province of **Ontario** in a form acceptable to the Company; and
 - (d) ensure that each insurance policy required shall be endorsed to state that coverage shall not be cancelled or materially amended except after thirty (30) days' prior written notice by certified or registered mail, return receipt requested, has been given to the Company. The insurer must provide the Company with notification of any cancellation of any coverage and the Consultant must provide the Company with notification of any major change, modification or reduction in coverage.
- 1.5 If the Consultant, or any subconsultant, fails to furnish the Company with a certificate of insurance for each policy required to be provided by the Consultant or the subconsultant, or if after furnishing the certificate of insurance, the policies lapse, are cancelled or are materially changed, then in every case the Company may, but shall not be obligated to, obtain and maintain such insurance in the name of the Consultant or any subconsultant. The cost thereof shall be payable by the Consultant to the Company on demand, and the Company may at its election deduct the cost from any monies that are due or may become due to the Consultant.
- 1.6 Neither the providing of insurance by the Consultant in accordance with the requirements of the Agreement, nor the insolvency, bankruptcy, or failure of any insurance company to pay any claim, shall be held to relieve the Consultant from any other provisions of the Agreement with respect to liability of the Consultant, or otherwise.

Schedule 11 Certificate of Compliance

On behalf of _____ **[insert name of Business Entity]** (“Business Entity”), I confirm that:

1. within the past five (5) years, the Business Entity has not been convicted of any offence under any of the following acts (the “**Acts**”), which has been tried on indictment:

Criminal Code of Canada, RSC 1985, c C-46
Competition Act, RSC 1985, c C-34
Income Tax Act, RSC 1985, c 1 (5th Supp)
Corruption of Foreign Public Officials Act, SC 1998, c 34
Controlled Drugs and Substances Act, SC 1996, c 19
Financial Administration Act, RSC 1985, c F-11
Lobbying Act, RSC 1985, c 44 (4th Supp);

2. all Owners² of the Business Entity are set out in the following list:

Full Name	Type of Ownership

3. within the past five (5) years, no Owner has been convicted of any offence under any of the Acts, which has been tried on indictment;
4. Canada Lands Company CLC Limited (the “**Company**”) is hereby authorized to conduct criminal background checks and other verifications conducted by third-party providers with respect to each of the Business Entity and its Owner(s);
5. the Business Entity will advise the Company of any change in the Owner(s) of the Business Entity that occurs within two (2) years of the date of this Certificate; and
6. the Business Entity acknowledges and agrees that the provision of a false or misleading certification may lead to an immediate termination of the Business Entity’s relationship with the Company and possible disqualification from future business opportunities with the Company.

 Name:
 Title:
 Date:

I have authority to bind the Company.

² “Owner” means: (a) for a corporation, all shareholders with a minimum 25% legal or beneficial ownership of the corporation’s shares; (b) for a partnership, all general partners and those limited partners with at least a 25% interest in the partnership; and (c) for a sole proprietorship, the individual(s) owning the business.

**SCHEDULE 12
NON-DISCLOSURE AGREEMENTS**

(Consultant)

WHEREAS CANADA LANDS COMPANY CLC LIMITED (the “**Discloser**”) has released to the public a Request for Proposals process regarding Tunney’s Pasture in the City of Ottawa (the “**Purpose**”);

AND WHEREAS the Discloser may provide certain information of a confidential nature to ● (the “**Recipient**”) in order to respond to the Request for Proposals, or the Recipient may come in contact with certain information of a confidential nature while engaged in the Purpose;

NOW THEREFORE in consideration of being engaged in the Purpose, and in consideration of being provided with access to information of a confidential nature, the Recipient hereby acknowledges and agrees as follows:

1. In this Agreement, unless something in the subject matter or context is inconsistent therewith:
 - (a) “**Confidential Information**” means all information relating to the Discloser and its Affiliates (as such term is defined in the Canada Business Corporations Act) and their respective businesses, properties and affairs furnished by or on behalf of the Discloser to the Recipient or any of its Representatives, regardless of the manner in which it is furnished, but does not include information that: (i) is already published or otherwise readily available to the public, other than by a breach of this Agreement; (ii) is rightfully received by the Recipient from a third party not in breach of any obligation of confidentiality; (iii) is proven to be known by the Recipient on a non-confidential basis prior to disclosure hereunder; or (iv) is produced in compliance with applicable law or a court order (or similar legal process), provided the Recipient complies with the provisions of Section 8 hereof; and
 - (b) “**Representatives**” means the directors, officers, employees, agents and advisors (including financial advisors and legal counsel) of the Recipient and the directors, officers and employees of any such agent or advisor.
2. The Discloser will at its discretion provide such of the Confidential Information to the Recipient as is required for the Purpose, and the Discloser is not obligated to disclose any particular Confidential Information.
3. The Recipient will use the Confidential Information solely for the Purpose. The Recipient will not disclose the Confidential Information to any person other than the Recipient’s Representatives who have a need to know the Confidential Information for the Purpose. The Recipient will: (a) prior to disclosing the Confidential Information to any such Representative, issue appropriate instructions to such Representative with respect to the restrictions that apply to the Confidential Information and obtain the Representative’s agreement to receive and use the Confidential Information on a confidential basis on the same conditions as contained in this Agreement and otherwise to comply with the terms hereof; and (b) be responsible for any and all

breaches of the terms of this Agreement by its Representatives. The Confidential Information will not be copied, reproduced in any form or stored in a retrieval system or data base by the Recipient without the prior written consent of the Discloser, except for such copies and storage as may be required by the Recipient or its Representatives for the Purpose. The Recipient will take reasonable security measures and use care to preserve and protect the secrecy of, and to avoid the disclosure or use of, the Confidential Information. The Recipient will promptly advise the Discloser in writing of any misappropriation or misuse by any person of the Confidential Information that may come to its attention.

4. Upon the request of the Discloser, any Confidential Information it has furnished to the Recipient will be promptly returned (accompanied by all copies thereof made by the Recipient and its Representatives) and deleted from all retrieval systems and data bases by the Recipient. The Recipient will deliver to the Discloser a certificate of the Recipient confirming such return and deletion.
5. All right, title and interest in and to the Confidential Information will remain the exclusive property of the Discloser and the Confidential Information will be held in trust and confidence by the Recipient for the Discloser. No interest, licence or any right respecting the Confidential Information is granted to the Recipient under this Agreement by implication or otherwise. Nothing herein contained will be deemed to limit or restrict the rights of the Discloser to assert claims for patent or copyright infringement against the Recipient.
6. This Agreement does not constitute any representation, warranty or guarantee with respect to the accuracy or completeness of any Confidential Information or whether the Confidential Information infringes any rights of third parties. The Discloser will not be held liable for any errors or omissions in the Confidential Information or the use or the results of the use of the Confidential Information.
7. When requested by the Discloser, the Recipient will promptly provide a list containing the full name, title, location and function of each person having access to or copies of the Confidential Information.
8. If the Recipient is requested pursuant to, or required by, applicable law or a court order (or similar legal process) to disclose any Confidential Information, the Recipient will provide the Discloser with prompt notice of such request or requirement in order to enable the Discloser to seek an appropriate protective order or other remedy or to waive compliance with the terms of this Agreement or both. The Recipient will not oppose any action by the Discloser to seek such a protective order or other remedy. If, failing the obtaining of a protective order or other remedy by the Discloser, such disclosure is required, the Recipient will use its best efforts to ensure that the disclosure will be afforded confidential treatment.
9. The Recipient will indemnify and save harmless the Discloser and its directors, officers and employees from and against any and all losses, damages, expenses, liabilities, claims and demands of whatever nature or kind, including all legal fees and costs on a solicitor and client basis, resulting from any breach of this Agreement by the Recipient or any of the Recipient's Representatives.
10. The Recipient agrees that monetary damages would not alone be sufficient to remedy any breach by the Recipient or the Recipient's Representatives of any term or provision

of this Agreement and that the Discloser will also be entitled to equitable relief, including injunction and specific performance, in the event of any breach hereof and in addition to any other remedy available pursuant to this Agreement or at law or in equity. The Recipient further waives any requirement for the deposit of security or posting of any bond in connection with any equitable remedy.

11. If any provisions of this Agreement are held to be invalid or unenforceable in whole in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.
12. The Recipient acknowledges that the Discloser is subject to the *Access to Information Act* (R.S.C, 1985, c. A-1) and the *Privacy Act* (R.S.C, 1985, c. P-21) and that information provided to the Discloser in connection with this Agreement may be subject to the provisions of these acts.
13. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Recipient hereby submits and attorns to the non-exclusive jurisdiction of the courts in the Province of Ontario for all matters relating to this Agreement.
14. This Agreement shall enure to the benefit of the Discloser and its successors and assigns and shall be binding upon the Recipient and its successors and assigns.
15. This Agreement may be executed either in original, electronic pdf or telecopied form.

IN WITNESS WHEREOF the Recipient has executed this Agreement as of the ____ day of _____, 202__.

●

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

(Subconsultant)

WHEREAS CANADA LANDS COMPANY CLC LIMITED (the “**Discloser**”) has released to the public a Request for Proposals process regarding Tunney’s Pasture in the City of Ottawa and that the ● (the “**Proponent**”) wants to obtain the help of the subconsultant or _____ (the “**Recipient**”) in order to respond to the Request for Proposals (the “**Purpose**”);

AND WHEREAS the Discloser may provide certain information of a confidential nature to the Recipient, or the Recipient may come in contact with certain information of a confidential nature while engaged in the Purpose;

NOW THEREFORE in consideration of being invited by the Proponent to help him to achieve the Purpose, and in consideration of being provided with access to information of a confidential nature, the Recipient hereby acknowledges and agrees as follows:

1. In this Agreement, unless something in the subject matter or context is inconsistent therewith:
 - (a) “Confidential Information” means all information relating to the Discloser and its Affiliates (as such term is defined in the Canada Business Corporations Act) and their respective businesses, properties and affairs furnished by or on behalf of the Discloser to the Recipient or any of its Representatives, regardless of the manner in which it is furnished, but does not include information that: (i) is already published or otherwise readily available to the public, other than by a breach of this Agreement; (ii) is rightfully received by the Recipient from a third party not in breach of any obligation of confidentiality; (iii) is proven to be known by the Recipient on a non-confidential basis prior to disclosure hereunder; or (iv) is produced in compliance with applicable law or a court order (or similar legal process), provided the Recipient complies with the provisions of Section 8 hereof; and
 - (b) “Representatives” means the directors, officers, employees, agents and advisors (including financial advisors and legal counsel) of the Recipient and the directors, officers and employees of any such agent or advisor.
2. The Discloser will at its discretion provide such of the Confidential Information to the Recipient as is required for the Purpose, and the Discloser is not obligated to disclose any particular Confidential Information.
3. The Recipient will use the Confidential Information solely for the Purpose. The Recipient will not disclose the Confidential Information to any person other than the Recipient’s Representatives who have a need to know the Confidential Information for the Purpose. The Recipient will: (a) prior to disclosing the Confidential Information to any such Representative, issue appropriate instructions to such Representative with respect to the restrictions that apply to the Confidential Information and obtain the Representative’s agreement to receive and use the Confidential Information on a confidential basis on the same conditions as contained in this Agreement and otherwise to comply with the terms hereof; and (b) be responsible for any and all breaches of the terms of this Agreement by its Representatives. The Confidential Information will not be copied, reproduced in any form or stored in a retrieval system

or data base by the Recipient without the prior written consent of the Discloser, except for such copies and storage as may be required by the Recipient or its Representatives for the Purpose. The Recipient will take reasonable security measures and use care to preserve and protect the secrecy of, and to avoid the disclosure or use of, the Confidential Information. The Recipient will promptly advise the Discloser in writing of any misappropriation or misuse by any person of the Confidential Information that may come to its attention.

4. Upon the request of the Discloser, any Confidential Information it has furnished to the Recipient will be promptly returned (accompanied by all copies thereof made by the Recipient and its Representatives) and deleted from all retrieval systems and data bases by the Recipient. The Recipient will deliver to the Discloser a certificate of the Recipient confirming such return and deletion.
5. All right, title and interest in and to the Confidential Information will remain the exclusive property of the Discloser and the Confidential Information will be held in trust and confidence by the Recipient for the Discloser. No interest, licence or any right respecting the Confidential Information is granted to the Recipient under this Agreement by implication or otherwise. Nothing herein contained will be deemed to limit or restrict the rights of the Discloser to assert claims for patent or copyright infringement against the Recipient.
6. This Agreement does not constitute any representation, warranty or guarantee with respect to the accuracy or completeness of any Confidential Information or whether the Confidential Information infringes any rights of third parties. The Discloser will not be held liable for any errors or omissions in the Confidential Information or the use or the results of the use of the Confidential Information.
7. When requested by the Discloser, the Recipient will promptly provide a list containing the full name, title, location and function of each person having access to or copies of the Confidential Information.
8. If the Recipient is requested pursuant to, or required by, applicable law or a court order (or similar legal process) to disclose any Confidential Information, the Recipient will provide the Discloser with prompt notice of such request or requirement in order to enable the Discloser to seek an appropriate protective order or other remedy or to waive compliance with the terms of this Agreement or both. The Recipient will not oppose any action by the Discloser to seek such a protective order or other remedy. If, failing the obtaining of a protective order or other remedy by the Discloser, such disclosure is required, the Recipient will use its best efforts to ensure that the disclosure will be afforded confidential treatment.
9. The Recipient will indemnify and save harmless the Discloser and its directors, officers and employees from and against any and all losses, damages, expenses, liabilities, claims and demands of whatever nature or kind, including all legal fees and costs on a solicitor and client basis, resulting from any breach of this Agreement by the Recipient or any of the Recipient's Representatives.
10. The Recipient agrees that monetary damages would not alone be sufficient to remedy any breach by the Recipient or the Recipient's Representatives of any term or provision of this Agreement and that the Discloser will also be entitled to equitable relief, including injunction and specific performance, in the event of any breach hereof and

in addition to any other remedy available pursuant to this Agreement or at law or in equity. The Recipient further waives any requirement for the deposit of security or posting of any bond in connection with any equitable remedy.

11. If any provisions of this Agreement are held to be invalid or unenforceable in whole in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.
12. The Recipient acknowledges that the Discloser is subject to the *Access to Information Act* (R.S.C., 1985, c. A-1) and the *Privacy Act* (R.S.C., 1985, c. P-21) and that information provided to the Discloser in connection with this Agreement may be subject to the provisions of these acts.
13. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Recipient hereby submits and attorns to the non-exclusive jurisdiction of the courts in the Province of Ontario for all matters relating to this Agreement.
14. This Agreement shall enure to the benefit of the Discloser and its successors and assigns and shall be binding upon the Recipient and its successors and assigns.
15. This Agreement may be executed either in original, electronic pdf or telecopied form.

IN WITNESS WHEREOF the Recipient has executed this Agreement as of the ____ day of _____, 202__.

●

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

Schedule 13
GOVERNMENT OF CANADA SECURITY REQUIREMENTS SCHEDULE

The Proponent must, at all times during the performance of the Agreement, hold a valid Designated Organization Screening (DOS) issued by the Canadian Industrial Security Directorate (CISD).

The Proponent personnel requiring access to sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD. Valid security clearance must be obtained prior to the kick-off meeting after contract award.

Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD.

The Proponent must also comply with the provisions of the:

- a. Security Requirements Check List and applicable guide.
- b. Industrial Security Manual (latest edition).

SCHEDULE 14
CADASTRAL SURVEYING TECHNICAL SPECIFICATIONS

SURVEY AND PLAN REQUIREMENTS

5.1 Plans in Accordance with Statute and Regulatory Requirements

Reference Plan(s) must be in accordance with the Surveys Act, Surveyors Act, the Registry Act, the Land Titles Act and the Regulations made under them and in accordance with the standards and guidelines of the Association of Ontario Land Surveyors (AOLS), and any additional provisions outlined herein.

5.1.1 Reference Plan

Reference Plan must contain:

- I. The area for each Part shown in the Schedule;
- II. The name of the property owner in the Schedule, as shown on the PIN;
- III. The Project Number **R.601899-03** and the PWGSC Plan Number must be shown at the bottom right corner of the Plan in the PWGSC Title Block (PWGSC Plan Numbers T.B.D. after Contract award).

5.1.2 Surveyor's Real Property Report

Part 1 of the SRPR must contain:

- I. An area in square meters shown on the face of the plan;
- II. A 'key map' located in the upper right portion of the plan;
- III. The Project Number **R. 601899-03** and the PWGSC Plan Number must be shown at the bottom right corner of the plan in PWGSC Title Block. (PWGSC Plan Numbers T.B.D. after Contract award.);
- IV. The coordinate values of the control points and of all significant corners of the Parcel being surveyed must be shown in a Coordinate Table to three (3) decimal places;

Part 2 of the SRPR must be separate from Part 1 and must contain:

5.2 Digital Plan format

The Reference Plan(s) must be supplied in an AutoCAD or Civil CAD format (Ver. 2010 or higher) and presented in a standard metric scale. The Proponent must follow PWGSC National CADD Standard that can be found at: <https://www.tpsgc-pwgsc.gc.ca/biens-property/cdao-cadd/index-eng.html>.

The Proponent must pay particular attention to section 3.1, File Presentation, and 3.2, Layering Standards, of the CADD Standard.

The Proponent must use the Title Block and drawing template supplied by PWGSC (PSPC/Company).

PSPC (PSPC/Company). boundaries being surveyed must be created as closed polygon (unbroken lines).

5.3 Drawing Sheets:

Allowable trimmed sheet size and border dimensions are shown in the following table:

Drawing Sheet DESIGNATION	Sheet Size Dimensions Height x Width (mm)	Trimmed Size Dimensions Height x Width (mm)
A0	841 x 1189	821 x 1159
A1	594 x 841	574 x 811
A2	420 x 594	400 x 564

Lettering on the plan must not be less than 2 mm in height. Plans must be oriented with the long side (width) at the top of the sheet. Plan sizes must conform to the sheet sizes noted above, unless preauthorized by the Company.

5.4 Survey Integration

The Surveys and Plans of Survey must be integrated to the 3° MTM NAD83 (CSRS 2010) Coordinate system in accordance with the Surveyors Act, Ontario Regulation 216/10. A translation notation to 3° MTM NAD 83 (Original) must be included on the Plan or in the Legend.

Plan bearings must be grid bearings and plan distances must be ground distances. Where bearings are derived from project integration using GPS, integrated points must be selected at sufficient separation to provide accurate bearings. Large projects may require integration of more than two points to comply with AOLS regulations and standards. The coordinate values of the control points and of all significant corners of the Parts representing the interests of Her Majesty the Queen of Canada (“**HMQC**”) must be shown in a coordinate table to three (3) decimal places.

The digital graphics file must be based on the integrated coordinate system shown on the plans. The plan must state the particulars of the coordinate system in a form consistent with the required regulations, standards and guidelines.

5.5 Elevations Datum

When elevations are required as part of the survey the benchmarks used must be verified. The following elevation note must be shown on the plan: "Elevations shown hereon are referenced to the Canadian Geodetic Vertical Datum (CGVD) 2013 and are derived from elevation benchmark (describe benchmark) having an elevation of XXX.XX metres as recorded in (describe source of data). Elevations may be converted to Canadian Geodetic Vertical Datum (CGVD) 1928 by subtracting (value to be determined by Proponent) from CGVD 2013 elevation values.

5.6 Unrestricted Use

An unrestricted license to use the plan of survey, surveyor's report, CAD files, field notes and other deliverables is deemed to have been provided by the Contractor to Her Majesty the Queen, in Right of Canada as represented by the Minister of PSPC and the Company upon payment to the successful Proponent of the invoice(s) for the work. This license includes the right to provide copies of the deliverables to any other party.

6. RETURNS AND DELIVERABLES

6.1 Draft Plan and Report Submissions

The following materials must be submitted to the Company with the Draft Reference Plan and Draft Surveyor's Real Property Report

1. Three paper prints of the signed Draft Plan(s), along with a copy of the associated digital CAD file.
2. All pertinent title search and records material.
3. COSINE report for each Control Monument used to integrate the field survey measurements with the 3° MTM NAD83 (CSRS 2010) Coordinate system and a report on the closeness of fit of the control survey field work and the existing Horizontal Control Monuments. The report must include all details related to the use of any Real Time Base Station Network services.
4. Plan closures.
5. Draft of the Surveyor's Report that must include the following items:
 1. Results of title investigation or research;
 2. Issues related to site access;
 3. Survey methodology;
 4. Issues specific to real property interests both on and off the site (easements and/or rights of way);
 5. Encroachments;
 6. Title or other issues requiring further investigation or research which would fall outside of the original scope of the work required for this project, with recommendations for resolution;
 7. Digital photographs in support of the Surveyor's Report where permissible by on site Security personnel.

Plans and submissions must be complete and in a condition that they would be in for final submissions or deposit and verified by the Professional Land Surveyor. The Technical Authority will return to the Proponent incomplete work un-reviewed, adversely affecting PSPC delivery schedules and Proponent payment schedules.

7. FINALIZATION AND DEPOSIT

7.1 Issuance of Deposit Instructions

PSPC and/or the Company will provide instructions for finalization and deposit of the Reference Plans. These instructions are anticipated to be given approximately between 2 and 8 calendar weeks following the completion and approval of the draft Plans at each stage of the Master Plan process.