



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scotia

B3J 1T3

Bid Fax: (902) 496-5016

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

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

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

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

### Comments - Commentaires

### Vendor/Firm Name and Address

### Raison sociale et adresse du

### fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

Atlantic Region Acquisitions/Région de l'Atlantique  
Acquisitions

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scot

B3J 1T3

<b>Title - Sujet</b> Souris Movable Transfer Bridge Remplacement du pont de transfert mobile à Souris	
<b>Solicitation No. - N° de l'invitation</b> EB144-230944/A	<b>Date</b> 2022-10-04
<b>Client Reference No. - N° de référence du client</b> EB144-23-0944	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PWA-323-6271	
<b>File No. - N° de dossier</b> HAL-2-88031 (323)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Atlantic Daylight Saving Time ADT <b>on - le 2022-10-27</b> Heure Avancée de l'Atlantique HAA	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Grant (PWA), Stewart	<b>Buyer Id - Id de l'acheteur</b> pwa323
<b>Telephone No. - N° de téléphone</b> (782) 640-2592 ( )	<b>FAX No. - N° de FAX</b> (902) 496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA DOMINION PUBLIC BUILDING 1713 BEDFORD ROW, 2ND FLOOR HALIFAX NOVA SCOTIA B3J3C9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

## REQUEST FOR PROPOSAL (RFP)

### Table of Contents

<b>PART 1 - SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)</b>	<b>4</b>
SI1 INTRODUCTION	4
SI2 PROPOSAL DOCUMENTS	4
SI3 QUESTIONS OR REQUEST FOR CLARIFICATION	5
SI4 CANADA'S TRADE AGREEMENTS	5
SI5 CERTIFICATIONS	5
SI6 WEBSITES	5
<b>PART 2 - GENERAL INSTRUCTIONS (GI) – ARCHITECTURAL AND/OR ENGINEERING SERVICES – REQUEST FOR PROPOSAL</b>	<b>7</b>
GI1 Integrity provisions - proposal	7
GI2 Definitions	8
GI3 Overview of selection procedure	8
GI3.1 Proposal	8
GI3.2 Proposal evaluation and rating	9
GI3.3 Total score	10
GI3.4 Notification	10
GI4 Procurement Business Number	10
GI5 Responsive proposals	10
GI6 Completion of submission	10
GI7 Proposal price	10
GI8 Communications—solicitation period	10
GI9 Limitation of submissions	11
GI10 Licensing requirements	11
GI11 Rejection of proposal	11
GI12 Not applicable	12
GI13 Insurance requirements	12
GI14 Joint venture	12
GI15 Composition of Consultant Team	13
GI16 Submission of proposal	13
GI16.1 Submission of proposal	13

GI16.2	Transmission by CPC Connect or facsimile .....	14
GI17	Late submissions .....	16
GI18	Not applicable .....	16
GI19	Acceptance of proposal .....	16
GI20	Legal capacity .....	16
GI21	Debriefing.....	17
GI22	Financial capability.....	17
GI23	Performance evaluation.....	18
GI24	Proposal costs .....	19
GI25	Conflict of interest—unfair advantage .....	19
GI26	Limitation of liability .....	19
GI27	Code of Conduct for Procurement—proposal .....	19
GI28	Bid Challenge And Recourse Mechanisms .....	20
<b>PART 3 - TERMS, CONDITIONS AND CLAUSES .....</b>		<b>21</b>
AGREEMENT.....		21
<b>PART 4 - SUPPLEMENTARY CONDITIONS (SC) .....</b>		<b>23</b>
SC1	SUPPLEMENTARY CONDITIONS .....	23
SC2	SECURITY REQUIREMENT.....	23
SC3	LANGUAGE REQUIREMENTS .....	23
SC4	FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY THE CONSULTANT .....	23
SC5	OPTIONAL SERVICES.....	23
<b>PART 5 – SUBMISSION REQUIREMENTS AND EVALUATION (SRE) .....</b>		<b>24</b>
SRE 1	GENERAL INFORMATION .....	24
SRE 2	PROPOSAL REQUIREMENTS .....	24
SRE 3	SUBMISSION REQUIREMENTS AND EVALUATION .....	26
SRE 4	PRICE OF SERVICES.....	32
SRE 5	TOTAL SCORE .....	32
SRE 6	SUBMISSION REQUIREMENTS - CHECKLIST .....	32
<b>PART 6 - AGREEMENT PARTICULARS .....</b>		<b>34</b>
<b>APPENDIX A - TEAM IDENTIFICATION FORMAT .....</b>		<b>35</b>
<b>APPENDIX B - DECLARATION/CERTIFICATIONS FORM.....</b>		<b>40</b>

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PWA323  
CCC No./N° CCC - FMS No./N° VME

<b>APPENDIX C - PRICE PROPOSAL FORM .....</b>	<b>45</b>
<b>APPENDIX D - DOING BUSINESS WITH PWGSC DOCUMENTATION AND DELIVERABLES MANUAL.....</b>	<b>50</b>
<b>APPENDIX E - PROJECT BRIEF / TERMS OF REFERENCE .....</b>	<b>51</b>

## PART 1 - SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

### SI1 INTRODUCTION

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

Due to the nature of the bid solicitation, transmission of proposals by facsimile is not recommended for administrative reasons but offered to proponents to provide an alternative opportunity in case of incompatibility or inability to transmit by CPC Connect service.

Proponents must refer to GI16 Submission of proposal, and [SRE 2 Proposal Requirements](#), of the bid solicitation, for further information.

### SI2 PROPOSAL DOCUMENTS

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

All instructions, general terms, conditions and clauses identified in the RFP by number, date and title, are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2. The following are the proposal documents:
  - (a) Supplementary Instructions to Proponents (SI);  
General instructions (GI) – Architectural and/or Engineering services – Request for Proposal; Submission Requirements and Evaluation (SRE);
  - (b) the general terms, conditions and clauses, as amended, identified in the Agreement clause;
  - (c) Project Brief / Terms of Reference;
  - (d) the document entitled "Doing Business with PWGSC Documentation and Deliverables Manual";
  - (e) any amendment to the solicitation document issued prior to the date set for receipt of proposals; and

- (f) the proposal, Declaration/Certifications Form and Price Proposal Form.
3. Submission of a proposal constitutes acknowledgment that the Proponent has read and agrees to be bound by these documents.

### SI3 QUESTIONS OR REQUEST FOR CLARIFICATION

Questions or requests for clarification during the solicitation period must be submitted in writing to the Contracting Authority named on the RFP - Page 1 at e-mail address [Stewart.Grant@pwgsc-tpsgc.gc.ca](mailto:Stewart.Grant@pwgsc-tpsgc.gc.ca) as early as possible. Enquiries should be received no later than **five (5)** working days prior to the closing date identified on the front page of the Request for Proposal. Enquiries received after that date may not be answered prior to the closing date of the solicitation.

### SI4 CANADA'S TRADE AGREEMENTS

This procurement is subject to the provisions of the World Trade Organization - Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

### SI5 CERTIFICATIONS

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

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Proponent must **provide with its Proposal, as applicable**, to be given further consideration in the procurement process, the required documentation as per [General instructions 1 \(GI1\), Integrity Provisions – Proposal, section 3b](#).

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

By submitting a proposal, the Proponent certifies that the Proponent, and any of the Proponent's members if the Proponent is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website](#)

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

Canada will also have the right to terminate the Agreement for default if a Consultant, or any member of the Consultant if the Consultant is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Agreement.

The Proponent must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification (see [Appendix B - Declaration/Certifications Form](#)), before contract award. If the Proponent is a Joint Venture, the Proponent must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### SI6 WEBSITES

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

Employment Equity Act

<http://laws-lois.justice.gc.ca/eng/acts/E-5.401/index.html>

Federal Contractors Program (FCP)

<https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors.html>

Certificate of Commitment to Implement Employment Equity form LAB 1168

<https://catalogue.servicecanada.gc.ca/content/EForms/en/Detail.html?Form=LAB1168>

Ineligibility and Suspension Policy

<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>

Code of Conduct for Procurement

<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>

Lobbying Act

<http://laws-lois.justice.gc.ca/eng/acts/L-12.4/?noCookie>

Buy and Sell

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

Supplier Registration Information

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

Consultant Performance Evaluation Report Form

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

Canadian sanctions

[https://www.international.gc.ca/world-monde/international\\_relations-relations\\_internationales/sanctions/index.aspx?lang=eng&\\_ga=2.4399216.2143508984.1600280756-1424234476.1600280756](https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/index.aspx?lang=eng&_ga=2.4399216.2143508984.1600280756-1424234476.1600280756)

National Joint Council (NJC) Travel Directive

<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>

## PART 2 - GENERAL INSTRUCTIONS (GI) – ARCHITECTURAL AND/OR ENGINEERING SERVICES – REQUEST FOR PROPOSAL

### GI1 Integrity provisions - proposal

1. The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Proponent must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy \(https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier sub-consultants, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the bid solicitation, the Proponent must provide the following:
  - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
  - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement \(https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html).
4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Proponent certifies that:
  - a. it has read and understands the [Ineligibility and Suspension Policy \(https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html);
  - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - c. it is aware that Canada may request additional information, certifications, and validations from the Proponent or a third party for purposes of making a determination of ineligibility or suspension;
  - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
  - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier sub-consultants; and



- f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Proponent is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [Declaration form for procurement \(https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html).
6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Proponent provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Proponent to be ineligible for award of a contract for providing a false or misleading certification or declaration.

## **GI2 Definitions**

In this Request for Proposal (RFP), the following words or phrases have the corresponding meaning.

**"Applicable Taxes":**

The Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

**"Consultant Team":**

The team of consultants, specialists and sub-consultants, including the Proponent, proposed by the Proponent to perform the services required.

**"Key Personnel":**

Staff of the Proponent, sub-consultants and specialists proposed to be assigned to this project.

**"Price Rating":**

A rating assigned to the price component of a proposal and subsequently used to establish a Price Score for inclusion as a percentage of the total score to be established following the evaluation and rating of technical proposals.

**"Proponent":**

The person or entity (or, in the case of a joint venture, the persons or entities) which submits a proposal. It does not include the parent, subsidiaries or other affiliates of the Proponent, or its sub-consultants.

**"PWGSC Evaluation Board":**

The board established to evaluate and rate proposals. Board members represent a broad cross-section of professional qualifications and experience.

**"Technical Rating":**

A rating assigned to the technical component of a proposal in the selection procedure and subsequently used to establish a Technical Score for inclusion as a percentage of the total score.

## **GI3 Overview of selection procedure**

The following is an overview of the selection procedure.

### **GI3.1 Proposal**

1. Proponents submit the "technical" component of their proposal in one section and the proposed price of the services (price proposal) in a second section in accordance with the instructions

contained in the proposal documents.

2. The information that Proponents are required to provide is set out in detail elsewhere in the RFP.
3. In response to the RFP, interested Proponents submit a proposal in which they:
  - a. indicate whether the proposal is submitted by an individual firm or by a joint venture;
  - b. if the proposal is submitted by a joint venture, describe the proposed legal and working relationships of the joint venture and the benefits to be gained by the formation of the joint venture;
  - c. identify the prime consultants and key sub consultants and specialists proposed for inclusion in the Consultant Team, and the proposed organizational structure of the Team;
  - d. describe the extent to which proposed members of the Consultant Team have successfully performed services for projects comparable to the project which is the subject of the proposal;
  - e. identify the professional accreditation, experience, expertise and competence of the Consultant Team and Key Personnel proposed to be assigned to perform the required services.
  - f. comply with all other requirements set out in the RFP.

### **GI3.2 Proposal evaluation and rating**

1. Technical components of all responsive proposals are reviewed, evaluated and rated by a Public Works and Government Services Canada (PWGSC) Evaluation Board in accordance with the criteria, components and weight factors set out in the RFP. Upon completion of the evaluation, Technical Ratings are established.
2. Proposals achieving the minimum Technical Score specified in the Submission Requirements and Evaluation section of the RFP are further considered.
3. The price proposals of all responsive proposals are considered upon completion of the technical evaluation. When there are three or more responsive proposals, an average price is determined by adding all the price proposals together and dividing the total by the number of price proposals opened. This calculation will not be conducted when one or two responsive proposals are received.
4. All price proposals which are greater than 25 percent above the average price will cause their respective complete proposals to be set aside and receive no further consideration.
5. The remaining price proposals are rated as follows:
  - a. The lowest price proposal receives a Price Rating of 100.
  - b. The second, third, fourth and fifth lowest prices receive Price Ratings of 80, 60, 40, and 20 respectively. All other price proposals receive a Price Rating of 0.
  - c. On the rare occasion where two (or more) price proposals are identical, these price proposals receive the same rating and the corresponding number of following ratings are skipped.

- d. The Price Rating is multiplied by a predetermined percentage factor to establish a Price Score.
6. A price proposal in excess of any maximum funding limit, when this limit has been set in the Supplementary Instructions to Proponents, may result in disqualification of the complete proposal.

### **G13.3 Total score**

1. The total overall score (Total Score) assigned to each Proponent's complete proposal is calculated as the aggregate of:
  - a. the Technical Score, and
  - b. the Price Score.
2. The Proponent receiving the highest Total Score is the first entity that the PWGSC Evaluation Board will recommend for the provision of the required services.

### **G13.4 Notification**

PWGSC normally expects to advise in writing unsuccessful Proponents within one week after PWGSC has entered into a contractual arrangement with the successful Proponent.

### **G14 Procurement Business Number**

Proponents are required to have a Procurement Business Number (PBN) before contract award. Proponents may register for a PBN online at [Supplier Registration Information \(https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWJdGlVbj1yZWdpc3Rlci5pbmRybyZpZD0y&lang=eng\)](https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWJdGlVbj1yZWdpc3Rlci5pbmRybyZpZD0y&lang=eng).

### **G15 Responsive proposals**

To be considered responsive, a proposal must meet all of the mandatory requirements set out in the RFP. No further consideration in the selection procedure will be given to a Proponent submitting a non-responsive proposal.

### **G16 Completion of submission**

The Proponent shall base the proposal on the applicable proposal documents listed in the Supplementary Instructions to Proponents.

### **G17 Proposal price**

Unless specified otherwise elsewhere in the proposal documents:

- a. the price proposal shall be in Canadian currency, and
- b. the price proposal shall not include any amount for Applicable Taxes, and
- c. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All proposals including such provision will render the proposal non-responsive.

### **G18 Communications—solicitation period**

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the RFP must be directed only to the Contracting Authority identified in the RFP. Failure to comply with this requirement may result in the proposal being declared non-responsive.

To ensure consistency and quality of information provided to proponents, significant enquiries received and their replies will be posted on the Government Electronic Tendering Service (GETS).

## **G19 Limitation of submissions**

1. A Proponent may not submit more than one proposal. This limitation also applies to the persons or entities in the case of a joint venture. If more than one proposal is received from a Proponent (or, in the case of a joint venture, from the persons or entities), all such proposals shall be rejected and no further consideration shall be given.
2. A joint venture is defined as an association of two or more parties which combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise.
3. An arrangement whereby Canada contracts directly with a prime consultant who may retain sub-consultants or specialist consultants to perform portions of the services is not a joint venture arrangement. A sub-consultant or specialist consultant may, therefore, be proposed as part of the Consultant Team by more than one Proponent. The Proponent warrants that it has written permission from such sub-consultant or specialist consultant to propose their services in relation to the services to be performed.
4. Notwithstanding paragraph 3. above, in order to avoid any conflict of interest, or any perception of conflict of interest, a Proponent shall not include in its submission another Proponent as a member of its consultant team, as a sub-consultant or specialist consultant.
5. Any joint venture entered into for the provision of professional services or other services must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

## **G110 Licensing requirements**

1. Consultant Team members and Key Personnel shall be, or be eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the Province or Territory in which the project is located.
2. By virtue of submission of a proposal, the Proponent certifies that the Proponent's Consultant Team and Key Personnel are in compliance with the requirements of subsection 1 above. The Proponent acknowledges that PWGSC reserves the right to verify any information in this regard and that false or erroneous certification may result in the proposal being declared non-responsive.

## **G111 Rejection of proposal**

1. Canada may reject a proposal where any of the following circumstances is present:
  - a. the Proponent has been declared ineligible for selection, following unsatisfactory performance in a previous project as determined in accordance with the department's performance review procedures;
  - b. an employee, sub-consultant or specialist consultant included as part of the proposal has been declared ineligible, for selection for work with the department in accordance with the performance review procedure referred to in paragraph 1.(a), which would render the employee, sub-consultant or specialist consultant ineligible to bid on the requirement, or the portion of the requirement the employee, sub-consultant or specialist consultant is to perform;

- c. the Proponent is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
  - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;
  - e. evidence satisfactory to Canada that based on past conduct or behavior, the Proponent, a sub-consultant, a specialist consultant or a person who is to perform the Services is unsuitable or has conducted himself/herself improperly;
  - f. with respect to current or prior transactions with the Government of Canada,
    - i. Canada has exercised its contractual remedies of taking the services out of the consultant's hands, suspension or termination for default with respect to a contract with the Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;
    - ii. Canada determines that the Proponent's performance on other contracts, including the quality of the services provided and the quality and timeliness of the delivery of the project, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
2. Where Canada intends to reject a proposal pursuant to subsection 1.(f), the Contracting Authority will so inform the Proponent and provide the Proponent ten (10) days within which to make representations, before making a final decision on the proposal rejection.

#### **GI12 Not applicable**

Not applicable

#### **GI13 Insurance requirements**

The successful Proponent shall be required to obtain and maintain Professional Liability and Commercial General Liability insurance coverage in accordance with the requirements set out elsewhere in the proposal documents.

#### **GI14 Joint venture**

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Proponents who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - a. the name of each member of the joint venture;
  - b. the Procurement Business Number of each member of the joint venture;
  - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the proposal, the Proponent must provide the information on request from the Contracting Authority.
3. The proposal and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that

the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

## **GI15 Composition of Consultant Team**

By submitting a proposal, the Proponent represents and warrants that the entities and persons proposed in the proposal to perform the required services will be the entities and persons that will perform the services in the fulfillment of the project under any contractual arrangement arising from submission of the proposal. If the Proponent has proposed any person in fulfillment of the project who is not an employee of the Proponent, the Proponent warrants that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the services to be performed.

## **GI16 Submission of proposal**

### **GI16.1 Submission of proposal**

1. Canada requires that each proposal, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Proponent or by an authorized representative of the Proponent. If a proposal is submitted by a joint venture, it must be in accordance with [section GI14](#).
2. It is the Proponent's responsibility to:
  - a. submit a proposal, duly completed, in the format requested, on or before the solicitation closing date and time set;
  - b. send its proposal only to the Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified below, by the date and time indicated on page 1 of the bid solicitation.

**In the case of submission of a hard copy proposal, send its proposal only to:**

***Bid Receiving  
Public Works & Government Services Canada  
1713 Bedford Row  
Halifax, NS B3J 1T3***

In the case of submission by [CPC Connect](#), see instructions in GI16.2.1 below.  
In the case of submission by [Facsimile](#), see instructions in GI16.2.2 below.

- c. obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
    - d. ensure that the Proponent's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the proposal; and
    - e. provide a comprehensive and sufficiently detailed proposal that will permit a complete evaluation in accordance with the criteria set out in this RFP.
3. The technical and price components of the proposal must be submitted in separate sections in accordance with the instructions contained in the proposal documents.

4. Timely and correct delivery of proposals to the office designated for receipt of proposals is the sole responsibility of the Proponent. PWGSC will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of proposals are the responsibility of the Proponent.
5. Proposals and supporting information may be submitted in either English or French.
6. Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using GETS. It is the sole responsibility of the Proponent to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Proponent's part nor for notification services offered by a third party.

#### **GI16.2 Transmission by CPC Connect or facsimile**

1. CPC Connect
  - a. Proposals may be submitted by using Canada Post Corporation's (CPC) Connect service ([https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a)):

**The only acceptable email address to use with epost Connect for responses to this bid solicitation issued by PWGSC regional offices is:**

**[TPSGC.RAReceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RAReceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca)**

**Note:** Proposals will not be accepted if emailed directly to this email address. This email address is to be used to open an CPC Connect conversation, as detailed in b., or to send proposals through an CPC Connect message if the proponent is using its own licensing agreement for CPC Connect.

- b. To submit a proposal using CPC Connect service, the Proponent must either:
  - i. send directly its proposal only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for CPC Connect provided by Canada Post Corporation; or
  - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an CPC Connect conversation. Requests to open an CPC Connect conversation received after that time may not be answered.
- c. If the Proponent sends an email requesting CPC Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an CPC Connect conversation. The CPC Connect conversation will create an email notification from Canada Post Corporation prompting the Proponent to access and action the message within the CPC Connect conversation. The Proponent will then be able to transmit its proposal afterward at any time prior to the solicitation closing date and time.
- d. If the Proponent is using its own licensing agreement to send its proposal, the Proponent must keep the CPC Connect conversation open until at least 30 business days after the solicitation closing date and time.



- e. The bid solicitation number should be identified in the CPC Connect message field of all electronic transfers.
- f. It should be noted that the use of CPC Connect service requires a Canadian mailing address. Should a Proponent not have a Canadian address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the CPC Connect service.
- g. For proposals transmitted by CPC Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the proposal including, but not limited to, the following:
  - i. receipt of a garbled, corrupted or incomplete proposal;
  - ii. availability or condition of the CPC Connect service;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the proposal;
  - v. failure of the Proponent to properly identify the proposal;
  - vi. illegibility of the proposal;
  - vii. security of proposal data; or
  - viii. inability to create an electronic conversation through the CPC Connect service.
- h. The Bid Receiving Unit will send an acknowledgement of the receipt of proposal document(s) via the CPC Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of proposal document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Proponents must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in CPC Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the CPC Connect system.
- j. A proposal transmitted by CPC Connect service constitutes the formal proposal of the Proponent and must be submitted in accordance with [section G116.1](#).

## 2. Facsimile

- a. Proposals may be submitted by facsimile.

**The only acceptable facsimile number for responses to bid solicitations issued by this PWGSC regional office is:**

**Bid Fax: 902-496-5016**

- b. For proposals transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed proposal including, but not limited to, the following:
  - i. receipt of garbled, corrupted or incomplete proposal;
  - ii. availability or condition of the receiving facsimile equipment;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the proposal;
  - v. failure of the Proponent to properly identify the proposal;
  - vi. illegibility of the proposal; or
  - vii. security of proposal data.



- c. A proposal transmitted by facsimile constitutes the formal proposal of the Proponent and must be submitted in accordance with [section GI16.1](#).

#### **GI17 Late submissions**

1. PWGSC will return or delete proposals delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed proposal as described in GI17.2. For late proposals submitted using means other than the Canada Post Corporation's CPC Connect service, the physical proposal will be returned. For proposals submitted electronically, the late proposal will be deleted. As an example, proposals submitted using Canada Post Corporation's CPC Connect service, conversations initiated by the Bid Receiving Unit via the CPC Connect service pertaining to a late proposal, will be deleted. Records will be kept documenting the transaction history of all late proposals submitted using CPC Connect.
2. A proposal delivered to the specified bid receiving unit after the solicitation closing date and time but before the contract award date may be considered, provided the proponent can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Private courier (Purolator Inc., Fedex Inc., etc.) is not considered to be part of CPC for the purposes of delayed proposals.
  - a. The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:
    - i. a CPC cancellation date stamp;
    - ii. a CPC Priority Courier bill of lading;
    - iii. a CPC Xpresspost label;that clearly indicates that the proposal was sent the day before the solicitation closing date.
  - b. The only pieces of evidence relating to a delay in the CPC Connect service provided by CPC system that are acceptable to PWGSC is a CPC CPC Connect service date and time record indicated in the CPC Connect conversation history that clearly indicates that the proposal was sent before the solicitation closing date and time.
3. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of proposals are not acceptable reasons for the proposal to be accepted by PWGSC.
4. Postage meter imprints, whether imprinted by the Proponent, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

#### **GI18 Not applicable**

#### **GI19 Acceptance of proposal**

1. Canada may accept any proposal, or may reject any or all proposals.
2. In the case of error in the extension or addition of unit prices, the unit price will govern.
3. While Canada may enter into an agreement or contractual arrangement without prior negotiation, Canada reserves the right to negotiate with Proponents on any procurement.
4. Canada reserves the right to cancel or amend the RFP at any time.

#### **GI20 Legal capacity**

The Proponent must have the Legal capacity to contract. If the Proponent is a sole proprietorship, a partnership or a corporate body, the Proponent must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it

is registered or incorporated together with the registered or corporate name and place of business. This also applies to Proponents submitting a proposal as a joint venture.

## **GI21 Debriefing**

Should a Proponent desire a debriefing, the Proponent should contact the person identified on the front page of the RFP within 15 working days of the notification of the results of the solicitation. The debriefing will include an outline of the strengths and weaknesses of the submission, referring to the evaluation criteria. The confidentiality of information relating to other submissions will be protected. The debriefing may be provided in writing, by telephone or in person.

## **GI22 Financial capability**

1. Financial capability Requirement: The Proponent must have the financial capability to fulfill this requirement. To determine the Proponent's financial capability, the Contracting Authority may, by written notice to the Proponent, require the submission of some or all of the financial information detailed below during the evaluation of proposals. The Proponent must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:
  - a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Proponent's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Proponent's last three fiscal years, or for the years that the Proponent has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
  - b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Proponent must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
  - c. If the Proponent has not been in business for at least one full fiscal year, the following must be provided:
    - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
    - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
  - d. A certification from the Chief Financial Officer or an authorized signing officer of the Proponent that the financial information provided is complete and accurate.
  - e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Proponent outlining the total of lines of credit granted to the Proponent and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
  - f. A detailed monthly Cash Flow Statement covering all the Proponent's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Proponent's major sources and amounts of cash and the major items of cash

expenditures on a monthly basis, for all the Proponent's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

- g. A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Proponent's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
2. If the Proponent is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
3. If the Proponent is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Proponent, and the financial capability of a parent cannot be substituted for the financial capability of the Proponent itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
4. Financial Information Already Provided to PWGSC: The Proponent is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
  - a. the Proponent identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
  - b. the Proponent authorizes the use of the information for this requirement.

It is the Proponent's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.

5. Other Information: Canada reserves the right to request from the Proponent any other information that Canada requires to conduct a complete financial capability assessment of the Proponent.
6. Confidentiality: If the Proponent provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the [Access to Information Act \(https://laws-lois.justice.gc.ca/eng/acts/A-1/\)](https://laws-lois.justice.gc.ca/eng/acts/A-1/), R.S., 1985, c. A-1, section 20(1) (b) and (c).
7. Security: In determining the Proponent's financial capability to fulfill this requirement, Canada may consider any security the Proponent is capable of providing, at the Proponent's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).
8. In the event that a proposal is found to be non-compliant on the basis that the Proponent is considered not to be financially capable of performing the subject requirement, official notification shall be provided to the Proponent.

## **GI23 Performance evaluation**

Proponents shall take note that the performance of the Consultant during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria:

Design, Quality of Results, Management, Time and Cost. Should the Consultant's performance be considered unsatisfactory, the Consultant may be declared ineligible for future contracts. The form [PWGSC-TPSGC 2913-1 \(https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/2913-1-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/2913-1-eng.html), SELECT - Consultant Performance Evaluation Report, is used to record the performance.

#### **GI24 Proposal costs**

No payment will be made for costs incurred in the preparation and submission of a proposal in response to the Request for proposal. Costs associated with preparing and submitting a proposal, as well as any costs incurred by the Proponent associated with the evaluation of the proposal, are the sole responsibility of the Proponent.

#### **GI25 Conflict of interest—unfair advantage**

1. In order to protect the integrity of the procurement process, Proponents are advised that Canada may reject a proposal in the following circumstances:
  - a. if the Proponent, any of its sub-consultants, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Proponent, any of its sub-consultants, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other Proponents and that would, in Canada's opinion, give or appear to give the Proponent an unfair advantage.
2. The experience acquired by a Proponent who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Proponent remains however subject to the criteria established above.
3. Where Canada intends to reject a proposal under this section, the Contracting Authority will inform the Proponent and provide the Proponent an opportunity to make representations before making a final decision. Proponents who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a proposal, the Proponent represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Proponent acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

#### **GI26 Limitation of liability**

Except as expressly and specifically permitted in this RFP, no Proponent or Potential Proponent shall have any claim for any compensation of any kind whatsoever in relation to this RFP, or any aspect of the procurement process, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

#### **GI27 Code of Conduct for Procurement—proposal**

The [Code of Conduct for Procurement \(https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html) provides that Proponents must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Proponent is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement* may render the bid non-responsive.

## GI28 Bid Challenge And Recourse Mechanisms

- (a) Several mechanisms are available to potential Proponents to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages Proponents to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Proponents should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Proponents should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART 3 - TERMS, CONDITIONS AND CLAUSES

### AGREEMENT

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

- (a) the Front Page and this Agreement clause;  
the General Terms, Conditions and Clauses, as amended, identified as:

R1210D	2021-12-02	General Condition (GC) 1 - General Provisions – Architectural and/or Engineering Services
R1215D	2016-01-28	General Condition (GC) 2 - Administration of the Contract – Architectural and/or Engineering Services
R1220D	2015-02-25	General Condition (GC) 3 - Consultant Services
R1225D	2015-04-01	General Condition (GC) 4 - Intellectual Property
R1230D	2018-06-21	General Condition (GC) 5 - Terms of Payment – Architectural and/or Engineering Services
R1235D	2011-05-16	General Condition (GC) 6 – Changes
R1240D	2018-06-21	General Condition (GC) 7 - Taking the Services Out of the Consultant's Hands, Suspension or Termination
R1245D	2016-01-28	General Condition (GC) 8 - Dispute Resolution – Architectural and/or Engineering Services
R1250D	2017-11-28	General Condition (GC) 9 - Indemnification and Insurance
Supplementary Conditions		
Agreement Particulars		

- (b) Project Brief / Terms of Reference;  
(c) the document entitled "Doing Business with PWGSC Documentation and Deliverables Manual";  
(d) any amendment to the solicitation document incorporated in the Agreement before the date of the Agreement;  
(e) the proposal, the Declaration/Certifications Form and the Price Proposal Form.
2. The documents identified above by title, number and date are hereby incorporated by reference into and form part of this Agreement, as though expressly set out herein, subject to any other express terms and conditions herein contained.

The documents identified above by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

3. If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.
- (a) any amendment or variation in the Agreement that is made in accordance with the terms and conditions of the Agreement;

- (b) any amendment to the solicitation document incorporated in the Agreement before the date of the Agreement;
- (c) this Agreement clause;
- (d) Supplementary Conditions;
- (e) General Terms, Conditions and Clauses;
- (f) Agreement Particulars;
- (g) Project Brief / Terms of Reference;
- (h) the document entitled "Doing Business with PWGSC Documentation and Deliverables Manual";
- (i) the proposal.

## **PART 4 - SUPPLEMENTARY CONDITIONS (SC)**

### **SC1 SUPPLEMENTARY CONDITIONS**

There are no supplementary conditions which apply to the Agreement.

### **SC2 SECURITY REQUIREMENT**

There is no security requirement applicable to this Agreement.

### **SC3 LANGUAGE REQUIREMENTS**

1. Communication between Canada and the Consultant shall be in the language of choice of the Consultant Team, which shall be deemed to be the language of the Consultant's proposal.
2. The Consultant's services during construction tender call (such as addenda preparation, tenderers' briefing meetings, technical answers to questions by bidders, including translation of bidder's questions) shall be provided expeditiously in both languages, as necessary.
3. The Consultant's services during construction shall be provided in the language of choice of the Contractor. The successful Contractor will be asked to commit to one or other of Canada's official languages upon award of the Construction Contract and, thereafter construction and contract administration services will be conducted in the language chosen by the Contractor.
4. Other required services in both of Canada's official languages (such as construction documentation) are described in detail in the Project Brief.
5. The Consultant Team, including the Prime Consultant, Sub-Consultants and Specialists Consultants shall ensure that the services being provided in either language shall be to a professional standard.

### **SC4 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY THE CONSULTANT**

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

### **SC5 OPTIONAL SERVICES**

The Contractor grants to Canada individual irrevocable options to acquire the services of **RS5 Tender Call, Bid Evaluation and Construction Contract Award, RS 6 Construction and Contract Administration and Post Construction Warranty Review, RS 8 Resident Construction Services, RS 9 Commissioning.**



## PART 5 – SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

### SRE 1 GENERAL INFORMATION

#### 1.1 Reference to the Selection Procedure

An 'Overview of the selection procedure' can be found in General instructions 3 (GI3), Overview of selection procedure.

#### 1.2 Calculation of Total Score

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

Technical Rating x 80 %	=	Technical Score (Points)
Price Rating x 20%	=	Price Score (Points)
Total Score	=	Max. 100 points

### SRE 2 PROPOSAL REQUIREMENTS

#### 2.1 Proposal via CPC Connect service

This bid solicitation allows and encourages proponents to use the CPC Connect service provided by Canada Post Corporation to transmit their proposal electronically.

If the Proponent chooses to submit its proposal electronically through CPC Connect service, Canada requests that the Proponent submits its proposal in accordance with section GI16, [Submission of proposal](#), of the General Instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the proposal be gathered per separate electronic document (attachment) as follows:

**Section I:** Technical Proposal;

**Section II:** Price Proposal.

The electronic attachment should be labelled with the name of the section and the Solicitation Number.

If the Proponent is simultaneously providing copies of its proposal using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through CPC Connect service, the wording of the electronic copy provided through CPC Connect service will take precedence over the wording of the other copies.

## 2.2 Proposal in Hard Copies

If the Proponent chooses to submit its proposal in hard copies, Canada requests that the Proponent submits its proposal in separately bound sections as follows:

**Section I:** Technical Proposal (submit one (1) bound original)

**Section II:** Price Proposal (submit one (1) bound original) in a separate sealed envelope.)

Double-sided submissions are preferred.

## 2.3 Proposal by Facsimile

Due to the nature of the bid solicitation, proposals transmitted by facsimile is not recommended for administrative reasons but offered to proponents to provide an alternative opportunity in case of incompatibility or inability to transmit by CPC Connect service.

If the Proponent submits its proposal by facsimile, Canada requests that the following sections be clearly identified and separated in the proposal:

**Section I:** Technical Proposal

**Section II:** Price Proposal

## 2.4 Requirement for Proposal Format

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

- Paper (or page) size should be - 216mm x 279mm (8.5" x 11")
- Minimum font size - 11 point Times or equal
- Minimum margins - 12 mm left, right, top, and bottom
- One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper
- 279mm x 432 mm (11" x 17") papers (or pages) for spreadsheets, organization charts etc. will be counted as two pages.
- The order of the proposals should follow the order established in the Request for Proposal SRE section

## 2.5 Specific Requirements for Proposal Format

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is **thirty (30)** pages.

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

- Covering letter
- Cover page
- Tab/Dividers used to solely identify the sections of the proposal, provided they are free of all other text and/or graphics
- Table of Contents
- Consultant Team Identification ([Appendix A](#))
- Declaration/Certifications Form ([Appendix B](#))
- Integrity Provisions – Required Documentation
- Front page of the RFP
- Front page of revision(s) to the RFP

- Price Proposal Form ([Appendix C](#))

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

### **SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION**

#### **3.1 MANDATORY REQUIREMENTS**

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

##### **3.1.1 Licensing, Certification or Authorization**

The proponent shall be an Engineer licensed, or eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the province of Prince Edward Island.

##### **3.1.2 Consultant Team Identification**

The consultant team to be identified must include the following:

- Proponent (prime consultant)
  - Project Manager
  - Structural Bridge Engineering
- Key Sub-consultants / Specialists
  - Commissioning Manager
  - Civil Engineer
  - Mechanical Engineer
  - Hydraulic Engineer
  - Electrical Instrumentation and Controls Engineer
  - Coastal Engineer
  - Geotechnical Engineer
  - Resident Site Inspector (Structural / Bridge)
  - Resident Site Inspector (Mechanical / Bridge)

If the proponent proposes to provide multidisciplinary services that might normally be provided by a sub-consultant, this should be indicated here.

Information required - name of firm, key personnel to be assigned to the project. For the prime consultant indicate current license and/or how you intend to meet the provincial or territorial licensing requirements. In the case of a joint venture identify the existing or proposed legal form of the joint venture (refer to [General instructions 9 \(GI9\) Limitation of submissions](#)).

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

##### **3.1.3 Declaration/Certifications Form**

Proponents must complete, sign and submit the following:

- [Appendix B](#), Declaration/Certifications Form as required.

### 3.1.4 Integrity Provisions – Required documentation

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Proponent must provide, **as applicable**, to be given further consideration in the procurement process, the required documentation as per General instructions 1 ([GI1](#)), [Integrity Provisions – Proposal](#), section 3a.

## 3.2 RATED REQUIREMENTS

### 3.2.1 Understanding of the Project

The proponent should demonstrate understanding of the goals of the project, the functional/technical requirements, the constraints and the issues that will shape the end product.

Information that should be supplied:

- The functional and technical requirements
- Significant design challenges and constraints with planned mitigation measures to address. Provide specific examples of projects where you experienced similar significant challenges and how those challenges were addressed along with the outcome.
- Other project challenges beyond the design considerations which may impact the overall success of the project with mitigation measures.

### 3.2.2 Scope of Services

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

Information that should be supplied:

- Work Plan - detailed breakdown of scope of services and deliverables.
- Project schedule - proposed major milestone schedule. Consideration shall be given to the fact that work of this project will need to be coordinated with ongoing work of other Consultants (geotechnical investigation). Allow for this iterative approach in planning work and the schedule such that the target project end date can be achieved.
- Detailed approach to potential delays and/or scope change management.

### 3.2.3 Management of Services

The Proponent should describe how they propose to perform the services and meet the constraints; how the services will be managed to ensure continuing and consistent control as well as production and communication efficiency; to describe how the team will be managed.

The proponent is also to identify sub-consultant disciplines and specialists required to complete the consultant team, clearly showing competencies and experiences requested on projects of similar scope and magnitude.

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

Information that should be supplied:

- Organization chart showing proposed team to complete this Work. Clearly show team structure, positions, names, years of experience, and years with the firm. Confirm the makeup of the full project team including the names of the consultant sub-consultants and specialists' personnel and their role on the project. Team members that must be shown include:
  - Project Manager
  - Commissioning Manager

- Structural Movable Bridge Engineer
  - Civil Engineer
  - Mechanical Engineer
  - Hydraulics Engineer
  - Electrical Instrumentation and Controls Engineer
  - Coastal Engineer
  - Geotechnical Engineer
  - Resident Site Inspector (Structural / Bridge)
  - Resident Site Inspector (Mechanical / Bridge)
- Clearly describe how the services and team will be managed
  - What back-up resources will be committed
  - What resources are planned for peer review and quality control
  - Outline of an action plan of the services with implementation strategies and sequence of main activities
  - Reporting relationships
  - Communication strategies, frequency, feedback
  - Response time: Demonstrate how the response time requirements will be met

### 3.2.4 Design Philosophy / Approach / Methodology

The proponent should elaborate on aspects of the project considered to be a major challenge which will illustrate design philosophy / approach / methodology. This is the opportunity for the Proponent to state the overall design philosophy of the team as well as their approach of resolving design issues and in particular to focus on the unique aspects of the current project.

Information that should be supplied:

The proponents must provide site specific design approach and methodology to demonstrate key drivers for achieving the most effective design solution. Provide details on the approach and how you address and balance the many factors affecting the project delivery including but not limited to:

- Design Philosophy / Approach / Methodology
- Describe the major challenges and how your team approach will be applied to those particular challenges. Be project specific and discuss preliminary solutions that will be looked at to overcome the challenges.
- Design complexity, constructability, and stakeholder considerations
- Schedule, Cost, and Tender considerations
- Provide preliminary solutions and outline in detail how that solution aligns with the approach and methodology

### 3.2.5 Achievements of Proponent on Projects

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

Select a **two (2)** projects undertaken within the last **8 years**. Only the first two projects listed in sequence will receive consideration and any others will receive none as though not included.

Information that should be supplied:

- Clearly indicate how this project is comparable/relevant to the requested project. It is expected that example projects provided will demonstrate direct experience with movable bridge design.
- Brief project description and intent. Narratives should include a discussion of design philosophy / approach to meet the intent, design challenges and resolutions.
- Budget control and management - i.e. contract price & final construction cost - explain variation

- Project schedule control and management - i.e. initial schedule and revised schedule - explain variation
- Client references - name, address, phone and fax of client contact at working level - references may be checked
- Names of key personnel responsible for project delivery

The Proponent (as defined in R1410T General Instructions to Proponents, GI2 Definitions) must possess the knowledge on the above projects. Past project experience from entities other than the Proponent will not be considered in the evaluation unless these entities form part of a joint venture Proponent.

Please indicate those projects which were carried out in joint venture and the detailed responsibilities of each of the involved entities in each project.

### 3.2.6 Achievements of Key personnel on Projects

Describe the key team member accomplishments, achievements and experience either as prime consultant or in a sub-consultant capacity on projects. If the Proponent proposes to provide multi-disciplinary services which might otherwise be performed by a sub-consultant, this should be reflected here. Key team members are to include:

- Project Manager
- Commissioning Manager
- Structural Movable Bridge Engineer
- Civil Engineer
- Mechanical Engineer
- Hydraulics Engineer
- Electrical Instrumentation and Controls Engineer
- Coastal Engineer
- Geotechnical Engineer
- Resident Site Inspector (Structural / Bridge)
- Resident Site Inspector (Mechanical / Bridge)
- 

Select a maximum of **two (2)** projects undertaken within the **last 8 years** per key team member. Only the first two projects listed in sequence (per key team member) will receive consideration and any others will receive none as though not included.

#### Information that should be supplied:

- Clearly indicate how this project is comparable/relevant to the requested project.
- Brief project description and intent. Narratives should include a discussion of design philosophy / approach to meet the intent, design challenges and resolutions.
- names of key personnel responsible for project delivery. Clearly indicate role, responsibility and degree of involvement of individual key member in past projects.
- Client references - name, address, phone and fax of client contact at working level - references may be checked

### 3.2.7 Experience of Key Personnel

Describe the experience and performance of key personnel to be assigned to this project regardless of their past association with the current proponent firm. This is the opportunity to emphasize the strengths of the individuals on the team, to recognize their past responsibilities, commitments and achievements.

#### Information that should be supplied for each key personnel:

- Professional accreditation
- Accomplishments/achievements/awards
- relevant experience, expertise, number of years experience

- Profile key members of the design team and clearly demonstrate key member relevant experience on projects of similar scope and magnitude, including their specific assignments and responsibilities. Project team must include the following:

Member <sup>(1)</sup>	Requirements
Project Manager	<ul style="list-style-type: none"> <li>• Experience managing challenging design schedules and multidiscipline teams.</li> <li>• Demonstrate how the team and schedule will be managed and outline communication and management tactics.</li> </ul>
Commissioning Manager	<ul style="list-style-type: none"> <li>• Minimum 10 years of commissioning experience related to the works of this project and managing multi-discipline commissioning teams.</li> </ul>
Structural / Movable Bridge Engineer	<ul style="list-style-type: none"> <li>• Minimum 10 years experience in design of movable bridge structures, with relevant experience as lead discipline designer on similar projects.</li> </ul>
Civil Engineer	<ul style="list-style-type: none"> <li>• Minimum 10 years experience in design in marine environment, with relevant experience as lead discipline designer on similar projects.</li> </ul>
Mechanical / Hydraulic Engineer	<ul style="list-style-type: none"> <li>• Minimum 10 years experience in design in marine environment, with relevant experience as lead discipline designer on similar projects</li> <li>• Demonstrate experience in design of design and commissioning of movable bridges and hydraulics systems in a marine environment.</li> </ul>
Electrical Instrumentation and Controls Engineer	<ul style="list-style-type: none"> <li>• Minimum 10 years experience in design in marine environment, with relevant experience as lead discipline designer on similar projects</li> <li>• Demonstrate experience in design and commissioning of control systems for movable bridges.</li> </ul>
Coastal Engineer	<ul style="list-style-type: none"> <li>• Minimum 10 years experience in design in marine environment, with relevant experience as lead discipline designer on similar projects.</li> <li>• Demonstrate experience in design and analysis of design water level (must account for extreme water levels), wave parameters, wave forces, wave agitations, overtopping, ice parameters, and shore protection.</li> </ul>
Geotechnical Engineer	<ul style="list-style-type: none"> <li>• Minimum 10 years experience in design in marine environment, with relevant experience as lead discipline designer on similar projects.</li> <li>• Demonstrate experience in design of gravity structures, rock sockets, pile design and slope stability.</li> </ul>
Resident Site Inspector (Structural / Bridge)	<ul style="list-style-type: none"> <li>• Minimum 10 years relevant site inspection experience on projects of similar or related scope and value</li> </ul>
Resident Site Inspector (Mechanical/Electrical)	<ul style="list-style-type: none"> <li>• Minimum 10 years relevant site inspection experience on projects of similar or related scope and value</li> </ul>

Notes:

1. All Professional Engineers must be registered to practice in Canada and be registered or be eligible to register in the Province of Work upon project award.

### 3.3 EVALUATION AND RATING

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

Criterion	Weight Factor	Rating	Weighted Rating
Understanding of the Project	1.0	0 - 10	0 - 10
Scope of Services	1.0	0 - 10	0 - 10
Management of Services	1.0	0 - 10	0 - 10
Design Philosophy / Approach / Methodology	2.0	0 - 10	0 - 20

Achievements of Proponent on Projects	2.5	0 - 10	0 - 25
Achievements of Key Personnel on Projects	2.5	0 - 10	0 - 25
Technical Rating	10.0		0 - 100

### Generic Evaluation Table

PWGSC Evaluation Board members will evaluate the strengths and weaknesses of the Proponent's response to the evaluation criteria and will rate each criterion with even numbers (0, 2, 4, 6, 8 or 10) using the generic evaluation table below:

	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
0 point	2 points	4 points	6 points	8 points	10 points
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Proponent do not possess qualifications and experience	Proponent lacks qualifications and experience	Proponent has an acceptable level of qualifications and experience	Proponent is qualified and experienced	Proponent is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement



	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results
--	---	--	---	--	---

To be considered further, proponents **must** achieve a minimum Technical Rating of seventy (70) points out of the hundred (100) points available as specified above.

Proponents **must** also achieve a minimum average rating of six (6) out of the ten (10) points available for each criterion.

**No further consideration will be given to proponents not achieving the pass mark of seventy (70) points, or an average rating of six (6) out of ten (10) points available for each criterion.**

#### **SRE 4 PRICE OF SERVICES**

All price proposals corresponding to responsive proposals which have achieved the pass mark of seventy (70) points and a minimum average rating of six (6) points for each criterion will be considered upon completion of the technical evaluation.

The remaining price proposals are rated as follows:

- A. The lowest price proposal receives a Price Rating of 100
- B. The second, third, fourth and fifth lowest prices receive Price Ratings of 80, 60, 40, and 20 respectively. All other price proposals receive a Price Rating of 0.
- C. On the rare occasions where two (or more) price proposals are identical, the matching price proposals receive the same rating and the corresponding number of following ratings are skipped.

The Price Rating is multiplied by the applicable percentage to establish the Price Score.

#### **SRE 5 TOTAL SCORE**

Total Scores will be established in accordance with the following:

Rating	Possible Range	% of Total Score	Score (Points)
Technical Rating	0 - 100	80	0 - 80
Price Rating	0 - 100	20	0 - 20
Total Score		100	0 - 100

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

#### **SRE 6 SUBMISSION REQUIREMENTS - CHECKLIST**

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

Please follow detailed instructions in General instructions 16 (GI16) Submission of proposal. Proponents may choose to introduce their submissions with a cover letter.

- ☐ Team Identification - see typical format in [Appendix A](#)
- ☐ Declaration/Certifications Form - completed and signed - form provided in [Appendix B](#)
- ☐ Integrity Provisions – Required documentation – **as applicable** in accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per General instructions [1 \(GI1\), Integrity Provisions](#) – Proposal, **section 3a.**
- ☐ Integrity Provisions - Declaration of Convicted Offences – **with its Proposal, as applicable** in accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per General instructions [1 \(GI1\), Integrity Provisions](#) – Proposal, **section 3b.**
- ☐ Proposal
- ☐ Front page of RFP
- ☐ Front page(s) of any solicitation amendment
- ☐ Price Proposal Form completed and submitted in a separate section.

**For hard copy Proposal:**

- ☐ Proposal - one (1) original
- ☐ Price Proposal Form – only one (1) Price proposal Form completed and submitted in a separate envelope

**For CPC Connect Proposal:**

- ☐ Proposal - one (1) electronic document attached to the message
- ☐ Price Proposal Form – one (1) Price proposal Form completed and submitted in a separate electronic document attached to the message

Solicitation No. - N° de l'invitation  
**EB144-230944/A**  
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
**PWA323**  
CCC No./N° CCC - FMS No./N° VME

## **PART 6 - AGREEMENT PARTICULARS**

The Agreement Particulars will be issued at time of award of contract and will identify the fee to be paid to the Consultant for the services determined in the Price Proposal Form.

## APPENDIX A - TEAM IDENTIFICATION FORMAT

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

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

### I. Prime Consultant (Proponent - Project Manager)

**Firm or Joint Venture Name:**


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

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

### II. Prime Consultant (Proponent - Structural Bridge Engineering)

**Firm or Joint Venture Name:**


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

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

### III. Key Sub Consultants / Specialists:

#### Commissioning Manager

##### Firm Name


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

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

#### Civil Engineer

##### Firm Name


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

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

#### Mechanical Engineer

##### Firm Name


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

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

**Hydraulic Engineer**  
**Firm Name**


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

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

**Electrical Instrumentation and Controls Engineer**  
**Firm Name**


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

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

**Coastal Engineer**  
**Firm Name**

Solicitation No. - N° de l'invitation  
EB144-230944/A  
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
PWA323  
CCC No./N° CCC - FMS No./N° VME


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

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

**Geotechnical Engineer**  
**Firm Name**


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

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

**Resident Site Inspector (Structural / Bridge)**  
**Firm Name**


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

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

**Resident Site Inspector (Mechanical / Bridge)**

**Firm Name**


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

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

**End of APPENDIX A - TEAM IDENTIFICATION FORMAT**



## APPENDIX B - DECLARATION/CERTIFICATIONS FORM

<b>Project Title</b>	<b>Souris Transfer Bridge</b>		
<b>Name of Proponent</b>		<b>Street Address</b>	
<b>Telephone number:</b>		<b>Mailing Address</b>	
<b>Fax number:</b>			
<b>Proponent's Proposed Site or premises Requiring Safeguard Measures (refer to <a href="#">SI? Security Requirement</a>):</b>  <i>Street number / name</i> <i>Unit/Suite/Apartment number</i> <i>City, Province / Territory</i> <i>Postal Code</i>			N/A
<b>Email Address:</b>			
<b>Procurement Business Number:</b>			

  

<b>Type of Organizations</b>	<input type="checkbox"/> Sole Proprietorship	<b>Size of Organization</b>	Number of Employees _____
	<input type="checkbox"/> Partnership		Graduate Architects / Professional Engineers _____
	<input type="checkbox"/> Corporation		Other Professionals _____
	<input type="checkbox"/> Joint Venture		Other _____

### Federal Contractors Program for Employment Equity - Certification

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

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

Date: \_\_\_\_\_ (YY/MM/DD) (If left blank, the date will be deemed to be the bid closing date.)

Complete both A and B.

A. Check only one of the following:

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

A5. The Proponent has a combined work force in Canada of 100 or more employees; and

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

OR

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

B. Check only one of the following:

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

OR

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

### Former Public Servant (FPS) - Certification

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to

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

## Definitions

For the purposes of this clause,

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

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

## Former Public Servant in Receipt of a Pension

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

☐ Yes | ☐ No

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

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

By providing this information, proponents agree that the successful Proponent's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

## Work Force Adjustment Directive

Is the Proponent a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? ☐ Yes | ☐ No

If so, the Proponent must provide the following information:

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

**Name of Proponent:**

**DECLARATION:**

I, the undersigned, being a principal of the proponent, hereby certify that the information given on this form and in the attached proposal is accurate to the best of my knowledge. If any proposal is submitted by a partnership or joint venture, then the following is required from each component entity.

---

Name

---

Signature

---

Title

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

---

Name

---

Signature

---

Title

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

Solicitation No. - N° de l'invitation  
**EB144-230944/A**  
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
**PWA323**  
CCC No./N° CCC - FMS No./N° VME

---

Name

---

Signature

---

Title

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

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

---

Name

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

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

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

## APPENDIX C - PRICE PROPOSAL FORM

### INSTRUCTIONS:

- Complete this Price Proposal Form and submit in accordance with the instructions in this solicitation;
- Price Proposals are not to include Applicable Taxes;
- PROPONENTS SHALL NOT ALTER THIS FORM

**Project Title:**                      **Souris Transfer Bridge**

**Name of Proponent:**

**The following will form part of the evaluation process**

### REQUIRED SERVICES

**Table 1**  
**Fixed Fee**                      R1230D (2018-06-21)                      [GC 5 - Terms of Payment – Architectural and/or Engineering Services](#)

SERVICES	FIXED FEE
RS1 Pre-Design Services	\$.....
RS2 Concept Design	\$.....
RS3 Design Development	\$.....
RS4 Construction Documents	\$.....
RS9 Commissioning*	\$.....
<b>MAXIMUM FIXED FEES</b>	<b>\$.....</b>

### Notes:

#### RS9 Commissioning\*

- Excludes RS9.3.3 – Construction Installation (Time Based Fees) and RS9.3.4 Post-Construction Operation (Time Based Fees)
- Includes services of Commissioning Manager at all stages

The FIXED FEE shall include ALL fees associated with the project, whether they be fees associated with the use of in-house resources or the fees associated with services provided by third party sub-consultants; e.g., surveying, geotechnical, coastal services. The FIXED FEE shall include ALL software fees, site visits, field data collections, access equipment, etc. There will be no separate disbursement payment for these costs.

### TOTAL FEE FOR REQUIRED SERVICES (A)

\$.....

**OPTIONAL SERVICES**

**Table 2**

**Fixed Fee** R1230D (2018-06-21) [GC 5 - Terms of Payment – Architectural and/or Engineering Services](#)

SERVICES	FIXED FEE
RS5 Tender Call, Bid Evaluation and Construction Contract Award	\$.....
<b>MAXIMUM FIXED FEES</b>	<b>\$.....</b>

**Notes:**

The FIXED FEE shall include ALL fees associated with the project, whether they be fees associated with the use of in-house resources or the fees associated with services provided by third party sub-consultants; e.g., surveying, geotechnical, coastal services. The FIXED FEE shall include ALL software fees, site visits, field data collections, access equipment, etc. There will be no separate disbursement payment for these costs.

**Table 3**

**Time Based Fees** R1230D (2018-06-21) [GC 5 - Terms of Payment– Architectural and/or Engineering Services](#)

Service	Estimated Hours Column A	Hourly Rates** Column B	Time Based Fee Column C (C=AxB)
RS6 - Intermediate Civil Engineer	100	\$.....	\$.....
RS6 – Senior Civil Engineer	100	\$.....	\$.....
RS6 – Intermediate Structural Movable Bridge Engineer	250	\$.....	\$.....
RS6 – Senior Structural Movable Bridge Engineer	300	\$.....	\$.....
RS6 - Intermediate Mechanical Engineer	100	\$.....	\$.....
RS6 - Senior Mechanical Engineer	100	\$.....	\$.....
RS6 - Intermediate Hydraulic Engineer	250	\$.....	\$.....
RS6 - Senior Hydraulic Engineer	300	\$.....	\$.....
RS6 - Intermediate Electrical Instrumentation and Controls Engineer	350	\$.....	\$.....
RS6 - Senior Electrical Instrumentation and Controls Engineer	400	\$.....	\$.....
RS8 - Resident Construction Services Site Inspector (Civil/Structural)**	1500	\$.....	\$.....

<b>RS8 - Resident Construction Services Site Inspector (Mechanical/Electrical)**</b>	<b>1500</b>	<b>\$.....</b>	<b>\$.....</b>
<b>RS9.3.3 and RS9.3.4 - Intermediate Mechanical / Hydraulic Engineer</b>	<b>100</b>	<b>\$.....</b>	<b>\$.....</b>
<b>RS9.3.3 and RS9.3.4 - Senior Mechanical / Hydraulic Engineer</b>	<b>100</b>	<b>\$.....</b>	<b>\$.....</b>
<b>RS9.3.3 and RS9.3.4 - Intermediate Electrical Instrumentation and Controls Engineer</b>	<b>100</b>	<b>\$.....</b>	<b>\$.....</b>
<b>RS9.3.3 and RS9.3.4 - Senior Electrical Instrumentation and Controls Engineer</b>	<b>100</b>	<b>\$.....</b>	<b>\$.....</b>
<b>MAXIMUM TIME BASED FEES</b>		<b>\$.....</b>	

**Notes:**

- Payment will be based on actual hours spent. Travel time and/or expenses will not be reimbursed separately (Refer to R1230D (2018-06-21), GC 5.12 – Disbursements).
- Hourly rates are to be all-inclusive and allow for all items required to deliver the service such as coordination, project management, administration, etc. These rates will not include travel related expenses, unless noted otherwise.
- All inclusive hourly rate is applicable to both normal working hours and any other shift work as required.
- \*\* Hourly rates for RS8 Resident Construction Services Site Inspectors are to be all-inclusive and allow for all items required to deliver the service such as coordination, project management, administration, etc. These rates will include travel related expenses and the inspectors room and board. Only hours on the work site will be paid; no additional compensation will be made for the inspector's travel time or costs.

**TOTAL FEE FOR OPTIONAL SERVICES (Table 2 + 3) (B)**

**\$.....**

**TOTAL COST OF SERVICES FOR PROPOSAL EVALUATION PURPOSE**

**Total Fee for Required Services (A) \$.....**

**Total Fee for Optional Services (B) \$.....**

**Total Evaluated Fee C = (A+B) \$.....**



**The following will NOT form part of the evaluation process**

Canada may accept or reject any of the following fees, disbursements and/or hourly rates. Canada reserves the right to negotiate on these fees, disbursements and/or hourly rates.

**DISBURSEMENTS**

At cost without allowance for mark-up or profit, supported by invoices/receipts - see clause [R1230D \(2018-06-21\), GC 5 - Terms of Payment– Architectural and/or Engineering Services, section GC5.12 Disbursements:](#)

RS 10 Materials Testing and Verification • Materials Testing and Verification including field, laboratory, and factory testing	\$50,000.00
Travel expenses (accommodations, meals, and other related expenses)	\$30,000.00

<b>MAXIMUM AMOUNT FOR DISBURSEMENTS</b>	<b>\$80,000.00</b>
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**THE FOLLOWING HOURLY RATES MAY BE USED FOR FUTURE CONTRACT AMENDMENTS**

Principals		
	Name(s)	Hourly rate
1	[insert name]	\$.....
2		\$.....
3		\$.....
4		\$.....
5		\$.....
X		\$.....
X		\$.....
X		\$.....
X		\$.....
X		\$.....
X		\$.....
X		\$.....
X		\$.....
X		\$.....
X		\$.....

Staff		
	Name(s)	Hourly rate
1	[insert name]	\$.....
2		\$.....
3		\$.....
4		\$.....
5		\$.....
6		\$.....
7		\$.....
8		\$.....
9		\$.....

Solicitation No. - N° de l'invitation  
**EB144-230944/A**  
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.  
  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
**PWA323**  
CCC No./N° CCC - FMS No./N° VME

<b>10</b>		\$.....
<b>11</b>		\$.....
<b>12</b>		\$.....
<b>13</b>		\$.....
<b>14</b>		\$.....
<b>15</b>		\$.....

**END OF PRICE PROPOSAL FORM**

Solicitation No. - N° de l'invitation  
**EB144-230944/A**  
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
**PWA323**  
CCC No./N° CCC - FMS No./N° VME

## **APPENDIX D - DOING BUSINESS WITH PWGSC DOCUMENTATION AND DELIVERABLES MANUAL**

*(Attached Separately)*

Solicitation No. - N° de l'invitation  
EB144-230944/A  
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
PWA323  
CCC No./N° CCC - FMS No./N° VME

## **APPENDIX E - PROJECT BRIEF / TERMS OF REFERENCE**

**Description of Project (PD)**  
**Description of Services - Required Services (RS)**  
**(Attached)**

# TABLE OF CONTENTS

SECTION 1 - PROJECT DESCRIPTION.....	4
PD – PROJECT DESCRIPTION .....	4
PD 1.1 PROJECT INFORMATION .....	4
PD 1.2 PROJECT OUTLINE.....	4
1.2.1 Description .....	4
1.2.2 Existing Conditions .....	5
1.2.3 General Scope of Work .....	5
1.2.4 Detailed Requirements .....	8
1.2.5 Schedule .....	11
PD 1.3 EXISTING DOCUMENTATION .....	11
1.3.1 Existing Documentation Available for All Proponents .....	11
1.3.2 Existing Documentation to be Made Available for the Successful Proponent .....	12
PD 1.4 PROGRAM .....	12
PD 1.5 PROJECT OBJECTIVES .....	12
1.5.1 Quality .....	12
1.5.2 Sustainable Development .....	12
1.5.3 Waste Management.....	13
1.5.4 Code Compliance .....	13
1.5.5 Risk Management .....	13
1.5.6 Health & Safety .....	13
PD 1.6 ISSUES .....	13
1.6.1 Major Cost Issues .....	13
1.6.1.1 Strategy to control cost.....	14
1.6.1.2 Tools for Managing Risk and Cost.....	14
1.6.2 Major Time Issues .....	14
1.6.3 Strategy to control Schedule.....	15
PD 1.7 CONSULTANT SERVICES .....	15
SECTION 2 - DESCRIPTION OF SERVICES .....	16
PA - PROJECT ADMINISTRATION .....	16
PA 1.1 Intent.....	16
PA 1.2 PSPC Project Management .....	16
PA 1.3 General Project Deliverables .....	16
PA 1.4 Lines of Communication .....	16

PA 1.5 Media .....	16
PA 1.6 Meetings .....	16
PA 1.7 Project Response Time .....	17
PA 1.8 Submissions, Revisions and Approvals .....	17
PA 1.9 Official Languages .....	17
RS – REQUIRED SERVICES.....	18
RS 1 PRE-DESIGN SERVICES .....	18
RS 1.1 Intent.....	18
RS 1.2 Scope of Activities .....	18
RS 1.3 Deliverables.....	18
RS 1.4 Environmental Protection Requirements .....	20
RS 2 DESIGN CONCEPT .....	20
RS 2.1 Intent.....	20
RS 2.2 General.....	20
RS 2.3 Scope and Activities .....	21
RS 2.4 Deliverables.....	21
RS 3 DESIGN DEVELOPMENT.....	23
RS 3.1 Intent.....	23
RS 3.2 Scope and Activities .....	23
RS 3.3 Deliverables.....	24
RS 4 CONSTRUCTION DOCUMENTS .....	24
RS 4.1 Intent.....	24
RS 4.2 Scope and Activities .....	24
RS 4.3 Deliverables.....	25
RS 5 TENDER CALL, BID EVALUATION & CONSTRUCTION CONTRACT AWARD (OPTIONAL SERVICE) .....	26
RS 5.1 Intent.....	26
RS 5.2 Scope and Activities .....	26
RS 5.3 Deliverables.....	26
RS 6 CONSTRUCTION AND CONTRACT ADMINISTRATION AND POST CONSTRUCTION WARRANTY REVIEW (OPTIONAL SERVICE) .....	27
RS 6.1 Intent.....	27
RS 6.2 Scope and Activities .....	27
RS 6.3 Deliverables.....	29
RS 7 RISK MANAGEMENT (ALL STAGES).....	29
RS 7.1 Intent.....	29

RS 7.2 Scope and Activities .....	29
RS 7.3 Deliverables.....	30
RS 8 RESIDENT CONSTRUCTION SERVICES (OPTIONAL SERVICE).....	30
RS 8.1 Intent.....	30
RS 8.2 Scope and Activities .....	31
8.2.2 Duties and Responsibilities .....	31
8.2.3 Inspection and Reporting.....	31
8.2.4 Interpretation of the Contract Documents.....	32
8.2.5 Changes in the Work.....	32
8.2.6 Communication and Liaison.....	32
8.2.7 Inspection of the Work .....	32
8.2.8 Site Meetings .....	33
8.2.9 Inspection and Testing.....	33
8.2.10 Emergencies.....	33
8.2.11 Limitations.....	33
8.2.12 Hazardous Construction Operations.....	33
8.2.13 Equipment Required and Provided by Consultant.....	34
RS 8.3 Deliverables.....	34
8.3.1 Daily Log.....	34
8.3.2 Weekly Log.....	34
8.3.3 Site Records.....	35
RS 9 COMMISSIONING .....	35
RS 9.1 Intent.....	36
RS 9.2 Scope and Activities .....	36
RS 9.3 Details.....	36
9.3.1 O&M General .....	36
9.3.2 Construction Documents & Tender Calls .....	37
9.3.3 Construction / Installation .....	38
9.3.4 Post-Construction (Operation).....	39
9.3.5 Standards .....	40
RS 10 MATERIALS TESTING .....	40
RS 10.1 Intent.....	40
RS 10.2 Scope and Activities .....	40
RS 10.3 Deliverables.....	40

# TERMS OF REFERENCE

## SECTION 1 - PROJECT DESCRIPTION

### PD – PROJECT DESCRIPTION

#### PD 1.1 PROJECT INFORMATION

Public Services and Procurement Canada (PSPC) intends to retain a multidiscipline engineering team for the provision of the services required for this project.

For standards relating to the service provisions herein please refer to the document “Doing Business with PWGSC”. The standards in “Doing Business with PWGSC” must be adhered to in conjunction with this scope of services.

PSPC Project Title:	Souris Movable Transfer Bridge Replacement
Location of the Project:	Souris Ferry Terminal, Souris, PE
PSPC Project Number:	R.121348.001
Client/User:	Transport Canada
PSPC Project Manager:	TBD

#### PD 1.2 PROJECT OUTLINE

##### 1.2.1 Description

The Souris Movable Transfer Bridge is located at the Souris Ferry Terminal, Souris, PE. The site is owned by Transport Canada (TC) and operated by Coopérative de Transport Maritime et Aérien (CTMA). TC and CTMA in conjunction provide a vital year-round ferry service to the residents of Les Îles-de-la-Madeleine. The existing wharf structure and transfer bridge were constructed in approximately 1998.

TC procured a new ferry vessel in 2021, the MV Madeleine II. This new ferry vessel is approximately 17m longer, 3m wider and has larger and heavier stern and bow ramps than the older MV Madeleine I vessel. The new transfer bridge is required to accommodate the new MV Madeleine II along with considerations for a new future ferry vessel that TC expects to take possession of in approximately 2027. Currently, TC has several major projects occurring at the Souris Terminal to help accommodate the new Madeleine II and future ferry. They can be briefly described as follows:

- Extension of the existing wharf with construction of a new turning dolphin;
- Reinforcement of the existing turning dolphin and breasting dolphins and new marine fendering;
- Construction of a new South fixed concrete ramp structure.

The services of a Bridge Engineering Consultant, with a full team of specialized subconsultants, will be required to undertake the full scope of work associated with replacing the movable transfer bridge at the Souris Ferry Terminal. Work will generally include all planning, site inspection, conceptual design, design development, detailed design and preparation of construction documents, technical assistance



during tender and post tender period, construction and contract administration services, resident site inspection services during the construction and warranty period, inspection and commissioning services, and post-construction services. The new Souris Movable Transfer Bridge shall satisfy the User Department requirements and meet current Canadian Highway Bridge Design Code (CHBDC) standards and CSA S826 – Ferry Boarding Facilities and other relevant standards. The design and construction of the new transfer bridge must be conducted in an efficient, expedient and economical manner.

The successful proponent will provide a full consulting team with expertise in the design of moveable bridges, including: structural/marine engineering, mechanical engineering, electrical engineering, geotechnical engineering, hydraulics specialist, controls specialist, commissioning specialist and surveying as required to tie the new works into the existing site.

A geotechnical investigation consisting of approximately four marine boreholes and two land based boreholes is currently underway for the movable ramp replacement project. The final factual report will be provided to the successful consultant. Interpretation of the factual report, including development of necessary design parameters, will remain the responsibility of the design consultant team under this project.

The User Department, referred to throughout the Project Brief, is Transport Canada (TC).

### 1.2.2 Existing Conditions

The existing wharf structure was constructed in approximately 1998 and can be generally described as a concrete filled steel pipe piled sub-structure complete with rock anchor system. The superstructure consists of reinforced concrete dolphins with a steel girder and concrete bridge deck system between dolphins.

The existing movable transfer bridge was also constructed in approximately 1998. Little existing information is known about the transfer bridge and no existing superstructure drawings are available. The transfer bridge has a double hydraulic cylinder lifting system, operated on the transfer bridge from a simple control panel. The approximate plan dimensions of the bridge are 17m x 7.5m. The existing transfer bridge has a steel lifting beam, steel girders, and steel grating system.

The hydraulic systems, electrical systems and back-up generator are currently located in a small shed to the north of the existing movable transfer bridge.

Few notable upgrades have been completed to the transfer bridge over the years, including electrical or hydraulic systems.

### 1.2.3 General Scope of Work

Under this contract, the Design Consultant Team is to provide contract documents, including but not limited to: construction cost estimates, drawings and specifications for the full scope of the project. The description of activities below is not intended to be an exhaustive list of the required work, but is intended to provide an overview of the project requirements. Further details are provided throughout this Terms of Reference, specifically in the RS - Required Services section.

The project is currently in the planning stage, aspects of the project have been developed to varying stages. The Consultant is responsible to review all background information and make recommendations on the full project scope prior to moving into the Detailed Design phase. Elements of the project will include the following:

1. Review all historical information available for the works covered under this project, including but not limited to: record drawings, maintenance records, operation procedures, previous reports, and facility operations.
2. Meet with TC and CTMA staff to identify their needs, concerns, operation methodology, mooring procedures, berthing procedures, loading procedures, past events, and repair/maintenance activities. Ensure all field work is coordinated with the Departmental Representative and accommodates continued use of the facility in accordance with the approved schedule. The Consultant is required to incorporate COVID-19 health and safety protocols and travel restrictions in their planning and execution of field work and meetings with users. A source of advice is found in the Canadian Construction Association COVID-19 Standardized Protocols for All Canadian Construction Sites.
3. Develop a plan for any additional site investigation and collection of data by the full project team. Include topographical surveying (as-required), arm's length field verification of all areas pertinent to the project, verification of as-built information, site access, and detailed measurements as required to complete the Work. Conduct additional site investigation upon approval of site investigation plan by the Departmental Representative.
4. Ensure full project team is aware of local tides, currents, climate, exposure conditions, and any other site conditions that will affect the Work.
5. Complete a site-specific Health and Safety Plan covering all tasks included in the proposed site investigation and project design phase. Include specifics on how special provisions to accommodate COVID-19 Health and Safety restrictions imparted by the Departmental Representative, Province(s), and all other authorities having jurisdiction as well as internal procedures within the proponent's own company.
6. Select record information has been included with this solicitation. Additional information may be available upon request to the Departmental Representative. Should additional investigation or information be required, inform Departmental Representative and do not proceed until instructed to do so in writing by the Departmental Representative.
7. Provide Project Administration throughout all stages of the project. Refer to PA – Project Administration section included in this Terms of Reference.
8. Complete RS1 Pre-Design Services. Gather, analyze, and clearly summarize all relevant background information. Submit Pre-Design Analysis Report for review, see section RS1.3 for additional details.
9. Complete RS2 - Concept Design, comparing and contracting all options. Clearly recommend options for further development. Submit summary Concept Design Report, see section RS2.4 for additional details.
10. Complete RS3 – Design Development. Further develop the design by refining the Concept Design. The Design Development documents consist of drawings and other documents to describe the scope, quality and cost of the project in sufficient detail to facilitate design approval, confirmation of code compliance, detailed planning of construction and project approval. This design will be used as the basis for preparation of construction documents. Submit summary Design Development Report, see section RS3.3 for additional details.
11. Complete RS4 – Detailed design deliverable packages for RS 4 including methodology, phasing, drawings, specifications and schedule for review at 33% / 66% / 99% and Issued for Tender stages.

Obtain Departmental Representative approval prior to moving to subsequent stage. Final Issued for Tender submission to be stamped by a Professional Engineer registered to practice in the province of Work. Refer to RS4.3 for additional details.

The consultant is expected to develop bilingual tender documents. The final Issued for Tender package is to be provided in both official languages (French/English). This will be completed by creating stand alone packages with the same content, one in English and the second in French.

*12. Optional Service RS 5 – Tender Call, Bid Evaluation and Construction Contract Award*

1. Assist in obtaining and evaluating bids from qualified contractors to construct the project as per the Tender Documents. Services included under this item are to be Bilingual (French/English). See Section RS5 for further details.

*13. Optional Service RS 6 – Construction and Contract Administration and Post Construction Warranty Review.*

1. Ensure the implementation of the project in compliance with the Contract Documents and to direct and monitor all necessary or requested changes to the scope of work during construction. Services included under this item are to be Bilingual (French/English). See Section RS6 for further details.

*14. Provide RS 7 Risk Management throughout all stages of the project. This service will not be priced separately.*

*15. Optional Service RS 8 – Resident Construction Services*

1. Implement the project in compliance with the Construction Contract Documents and to ensure construction contractor compliance with their contract. The consultant shall provide a Resident Construction Services Representative for the duration of construction contract stage. Services included under this item are to be Bilingual (French/English). See Section RS8 for further details.
2. This solicitation has requested two resident site inspection personnel, one with relevant experience in structural and bridge work and the other with relevant mechanical and electrical construction site experience.

*16. Required and Optional Service under RS 9 – Commissioning*

1. Ensure the implementation of the project in compliance with the Contract Documents and to direct and monitor all necessary or requested changes to the scope of work during construction. Ensure delivery of a fully functioning and tested transfer bridge, ready for operation. Services included under this item are to be Bilingual (French/English). See Section RS9 for further details.
2. All services under RS9 will be included in the Fixed Fee, with the exception of RS 9.3.3 Construction / Installation (Time Based Fees) and 9.3.4 Post Construction Operation (Time Based Fees) which will be paid hourly for the Consultant Team Specialists identified in Table 3 of Appendix C – Price Proposal Form.

*17. Optional Service RS 10 – Materials Testing*

1. Provide materials testing services, equipment and personnel on an as required or as specified basis to conduct testing of materials: at source, as samples submitted by the Contractor, and as placed in-situ, to make sure that the materials and the construction and/or placement methods are in accordance with the contract drawings and specifications.

Services included under this item are to be Bilingual (French/English). See Section RS10 for further details.

#### 1.2.4 Detailed Requirements

The functional and technical requirements of the project are outlined in this section. All details provided are to be confirmed by the successful proponent during Work of this project.

Work of this project generally includes the design for the replacement of the existing movable transfer bridge with a new single level hydraulic movable transfer bridge sized to suit the new Madeleine II ferry vessel and future ferry vessel. The new ramp will be significantly wider than the existing ramp and the existing hydraulic building will need to be demolished and re-constructed under this contract. A steel girder with open deck system is preferred at this time.

TC has expressed concerns with the current transfer bridge suffering damage from pack ice in the winter months. Consideration must be given to ensuring the new structure is above the expected ice levels throughout the year.

The ferry service is operated year round through all weather conditions. The following design features are provided for guidance for the Consultant for their proposal preparation and are to be confirmed during the design process:

1. Protected sidewalk (1.5m wide) on one side of the superstructure for passenger access.
2. Ramp width and geometry to suit ferry vessel bow and stern ramps. Transfer bridge is to maintain a minimum of two vehicle lanes of width (3.7m wide).
3. Replacement of the entire hydraulic and electrical systems including control systems and existing hydraulic and electrical building. The existing back-up power generator is to be investigated and salvaged for re-installation if suitable. If not suitable, a new back-up generator will be required and is to be included in the scope of work.
4. A grip based automated mooring system is indented to be installed under a separate contract at this ferry terminal (not included in this contract). The Consultant is to review the design and incorporate bow/stern fendering systems into the transfer bridge design as required to suit relevant standards and requirements of the automated mooring system manufacturer.
5. Replacement of existing approach guardrails, abutment, control building (including full architectural, structural, civil, mechanical, and electrical design).
6. Review and replacement of existing transportation and safety signage related to the movable bridge. Include complete design of the approach to suit the new transfer bridge and incorporate the new bridge into the site.

Work of this project will require the careful coordination of a multi-discipline consultant team. Complete coordinated reports and design packages are to be submitted covering all work of the full consultant team developed to the expected stage of the submission. Partial submissions will not be accepted. Detailed scope of work for the various team members is outlined below.

##### **Structural and Movable Bridge Engineering**

1. Review existing site conditions.
2. Review existing drawings, reports, studies and vessel particulars.

3. Work with PSPC and TC to prepare supporting documentation for permit applications. The Consultant is not required to make permit application but will be required to provide necessary details related to their work for the application.
4. All structural design to be in accordance with the CHBDC, NBCC 2015 and CSA S826 and other relevant standards
5. Provide concept bridge design options to replace the existing movable bridge. Analyze each option (a minimum of two) in terms of operational constraints, cost, time for construction, ease of construction, ease of maintenance and environmental impacts.
6. Complete the structural design of a new mechanical/electrical building and associated infrastructure, complete with full architectural details.
7. Horizontal and vertical positional analysis of the movable transfer bridge in relation to the vessel/bridge interface and approach ramp/abutment interface to ensure design vehicles can safely and efficiently complete gradient changes. Design vehicles are briefly identified as follows:
  - a. Passenger cars.
  - b. Passenger busses.
  - c. Camper vehicle with large rear wheel overhang.
  - d. Skirted semi tractor trailers.
  - e. Low boy tractor trailers
  - f. Other vehicles identified in consultation with CTMA/TC.
8. Consider sea-level rise in the positional study of the interface between the ship's ramp and transfer bridge and make recommendation to PSPC on suggested final structure elevations.
9. Provide concept design report.
10. Conduct preliminary and detailed design and construction administration services for the new movable bridge structure.
11. Prepare construction contract documents.
12. Assist PSPC in responding to inquiries within one (1) working day during the tender period.
13. Complete work, meeting or exceeding most stringent federal or provincial design codes and standards.
14. Provide support during warranty period.
15. Develop an inspection and commissioning program. Inspection program to include details on yearly, bi-yearly and five year inspection items.

#### **Civil Engineering**

1. Review site conditions.
2. Evaluate and recommend any work required to the approach to the movable transfer bridge.
3. Design of transition area between approach barriers (guardrails and bridge barriers).
4. Design of drainage, grading, asphalt surfaces and sub-grade layers to suit new transfer bridge.
5. Provide full construction engineering services including quality assurance during construction.
6. Provide concept design report.
7. Conduct preliminary and detailed design and construction administration services for the new movable bridge structure.
8. Prepare construction contract documents.
9. Assist PSPC in responding to inquiries within one (1) working day during the tender period.

10. Complete work, meeting or exceeding most stringent federal or provincial design codes and standards.
11. Provide support during warranty period.
12. Develop an inspection and commissioning program. Inspection program to include details on yearly, bi-yearly and five year inspection items.

#### **Mechanical and Hydraulics Engineering**

1. Review site conditions.
2. Develop, evaluate, recommend, and design modern bridge mechanisms and hydraulic systems.
3. All mechanical systems to be in accordance with the CHBDC and CSA S826 and other relevant standards.
4. Complete the mechanical design of a new mechanical/electrical building including ventilation, controls, and all other relevant systems.
5. Provide concept design report.
6. Conduct preliminary and detailed design and construction administration services for the new movable bridge structure.
7. Prepare construction contract documents.
8. Assist PSPC in responding to inquiries within one (1) working day during the tender period.
9. Complete work, meeting or exceeding most stringent federal or provincial design codes and standards.
10. Provide support during warranty period.
11. Develop and implement an inspection and commissioning program. Inspection program to include details on yearly, bi-yearly and five year inspection items.

#### **Electrical, Instrumentation and Controls Engineering**

1. Review site conditions.
2. Develop, evaluate and recommend the design and upgrades to the existing electrical systems, including bridge electrical and control systems, traffic control systems, bridge power distribution, lighting, etc.
3. All electrical systems to be in accordance with CHBDC, CSA S826, and Canadian Electrical Code and other relevant standards.
4. Design additional work lighting as required to meet code requirements and requirements of operator.
5. Complete the electrical design of a new mechanical/electrical building including lighting, power, controls and all other relevant systems.
6. Provide concept design report.
7. Conduct preliminary and detailed design and construction administration services for the new movable bridge structure.
8. Prepare construction contract documents.
9. Assist PSPC in responding to inquiries within one (1) working day during the tender period.
10. Complete work, meeting or exceeding most stringent federal or provincial design codes and standards.
11. Provide support during warranty period.
12. Develop and implement an inspection and commissioning program. Inspection program to include details on yearly, bi-yearly and five year inspection items.

#### **Coastal Engineering**

1. Review site conditions.
2. The Consultant is to investigate sea level rise, extreme water levels, wave parameters, agitation, wave forces, storm surges, and overtopping analysis, and all other hydrodynamic effects on the structures as appropriate for the proposed design development of the movable bridge structure and associated shoreline protection.
3. Provide concept design report. Report to include sea-level rise projections at key internals over the expected lifespan of the bridge structure and new ferry (s).
4. The consultant will investigate ice loading on the new proposed bridge structure and incorporate into the design as required. The ice loading is to be based upon industry best practices and experiences.

#### **Geotechnical Engineering**

1. Review site conditions.
2. Review existing drawings, reports and studies of past geotechnical investigations.
3. PSPC in conjunction with TC currently have a separate contract for the geotechnical investigation. The Consultant will be provided with the factual geotechnical report as it becomes available. The Consultant will review the report and provide all interpretation and geotechnical engineering services necessary throughout the project.
4. Review and analyze the geotechnical characteristics that may affect the design and operation of a replacement bridge structure.
5. Conduct additional geotechnical investigations, if/as required, during the development of the conceptual and final designs.

#### **1.2.5 Schedule**

This project is to adhere to the milestone presented below.

The consultant will be expected to submit a detailed project schedule upon award, and ensure the schedule is updated throughout the course of the project. All schedule submissions to be in Microsoft Project format.

<b>MILESTONE</b>	<b>COMPLETION DATE</b>
Start-up meeting with PSPC	1 week from award of contract
Start-up meeting with PSPC and TC (on-site)	2 weeks from award of contract
Combined RS 1 / 2 Report	16 weeks from award of contract
RS 3 Report & Concept Design	24 weeks from award of contract
Detailed Design Package – 33%	30 weeks from award of contract
Detailed Design Package – 66%	42 weeks from award of contract
Detailed Design Package – 99%	52 weeks from award of contract
Issued for Tender Submission	54 weeks from award of contract
Construction	TBD

#### **PD 1.3 EXISTING DOCUMENTATION**

##### **1.3.1 Existing Documentation Available for All Proponents**

1. Current Site General Arrangement Drawing
2. MV Madeleine II Vessel Drawings



### 1.3.2 Existing Documentation to be Made Available for the Successful Proponent

1. 1998 Souris Wharf Drawings
2. 1998 Geotechnical Investigation

Upon contract award PSPC will make all historical drawings, reports, studies, etc. available to the consultant. All documents will be provided in original format in the official language they are currently provided in. No translation of these documents will be completed by PSPC for the consultant.

### PD 1.4 PROGRAM

The Souris Ferry Terminal site is owned by TC and operated by CTMA. Together, they provide a vital year round ferry service to the residents of Les Îles-de-la-Madeleine. The existing wharf structure and transfer bridge were constructed in approximately 1998.

TC procured a new ferry vessel in 2021, the MV Madeleine II. This new ferry vessel has a larger stern and bow ramps than the older MV Madeleine I vessel. The new transfer bridge, as designed under this project, is required to accommodate the new MV Madeleine II along with considerations for a new future ferry vessel that TC expects to take possession of in approximately 2027. The transfer bridge replacement is one project of an overall program of work required to ensure that the Souris Ferry Terminal is adapted to meet the needs of current and future vessels.

### PD 1.5 PROJECT OBJECTIVES

The objective of this project is to replace the existing movable transfer bridge and associated shoreside infrastructure to accommodate the MV Madeleine II along with a similar new ferry vessel expected to enter service in 2027. Proponents are to assume that the future vessel will be similar size and dimension to the MV Madeleine II.

#### 1.5.1 Quality

Consultant to ensure that the drawing standards and work as defined in the Doing Business with PWGSC guide is followed. The PSPC Quality Review process will be followed.

PSPC expects the Consultant to maintain a high standard of engineering design, based upon recognized contemporary design principles. All design elements must be fully coordinated and consistent in adherence to good design principles.

The level of quality is to be consistent with other Government of Canada projects. The project is to be implemented in an environmentally responsible manner.

Quality of materials and construction methods shall commensurate with the type of structure and the budget. Only proven materials and technologies are to be considered.

#### 1.5.2 Sustainable Development

The Canadian federal government has begun a series of initiatives to ensure that sustainable development principles are built into the policy of all federal organizations. PSPC, like all federal departments, requires a Sustainable Development Strategy (SDS). The Real Property Services Branch of PSPC has developed their Strategy Plan that sets out principles, goals and actions for integrating



sustainable development principles into its policies and operations. The proposals will be evaluated according to sustainable strategies intended to be used. The proponents should clearly state their proposed sustainable development strategies. The successful proponent shall investigate and make application for utility-based grants and incentives as applicable.

### **1.5.3 Waste Management**

The Construction, Renovation, and Demolition (CRD) Non-hazardous Solid Waste Management Protocol to which Real Property Services (RPS) is bound, provides directions on the undertaking of non-hazardous solid waste management actions for CRD projects. The protocol is designed to meet the requirements of federal and provincial policies and the objectives of the RPS Sustainable Development Strategy (SDS) as these relate to non-hazardous solid waste generated in CRD projects.

### **1.5.4 Code Compliance**

Codes, regulations, by laws and decisions of “authorities having jurisdiction” will be observed. In cases of overlap, the most stringent will apply. The Consultant shall identify other jurisdictions appropriate to the project.

The consultant will be required to do a code review at design development and final design submission at a minimum. Because life safety systems are involved, a presentation for stakeholders and project team will be required at each submission.

### **1.5.5 Risk Management**

A risk management strategy is crucial for PSPC Project Management and integrates project planning into procurement planning. All the stakeholders of a project will be an integral part of the risk management strategy, culminating in an integrated project team. Specific services required for project delivery are outlined in Required Services. PSPC will facilitate an all Stakeholder Risk Management workshop/session annually through the life of the project. The Consultant will attend and participate in these sessions, and update the Risk Plan between annual reviews. Technical Risks that may not be included in the Stakeholder Questionnaire will be added by the Consultant.

### **1.5.6 Health & Safety**

PSPC recognizes the responsibility to ensure the health and safety of all persons on Crown construction projects and the entitlement of both federal employees and private sector workers to the full protection afforded them by occupational health and safety regulations. In keeping with the responsibility and in order to enhance health and safety protection for all individuals on federal construction sites, PSPC will voluntarily comply with the applicable provincial/territorial construction health and safety acts and regulations, in addition to the related Canada Occupational Safety and Health Regulations.

## **PD 1.6 ISSUES**

### **1.6.1 Major Cost Issues**

The continual operation of the facility during construction will require prudent management of costs at all stages of design and construction to ensure the project budget is maintained.

#### 1.6.1.1 Strategy to control cost

PSPC, TC and CTMA will be informed and engaged throughout the design and implementation phases. By involving the end users' representatives in the design phase, not as reviewers or approvers of the design but as informed stakeholders, will help them prepare for construction phases. Refer to RS8 for scope of services and deliverables in cost planning and estimating which are a critical part of continuing cost control.

#### 1.6.1.2 Tools for Managing Risk and Cost

PSPC expects the consultant to provide at a minimum the following:

##### **Design Phase Reporting**

Bi-weekly meetings to be held during design. Consultant will be responsible to provide updates on the items below and issue minutes following the meetings:

- Design progress update
- Risk Management Plan
- One month look ahead for design schedule
- Overall project schedule update
- Cost Plan
- Issues Management Tracker

##### **Design Quality Reviews and Presentations**

At each design submission, Consultants shall attend a meeting with PSPC reviewers after reviews are completed. The Consultant will prepare and deliver a presentation with appropriate level of detail for PSPC, TC and CTMA. This type of engagement will serve the project well by helping CTMA identify operational issues well in advance of the construction start.

##### **Construction Phase Reporting**

Monthly Reports will be submitted detailing at a minimum:

1. Progress during previous month
2. Risk Management Plan update
3. Cost and Change Management update
4. Schedule update
5. 1 month look ahead
6. 3 month look ahead
7. Issues Management Tracker

#### 1.6.2 Major Time Issues

This project is critically important due to the continued use of the ferry services. As a result, the schedule of the design submissions and cost estimates is critical. It is expected that the design consultant will dedicate staff, manage issues and proceed with the design in an efficient and timely manner to meet all milestone dates as detailed in this document.

### 1.6.3 Strategy to control Schedule

PSPC and TC have identified 54 weeks from project award to delivery of the final 100% design submission.

### PD 1.7 CONSULTANT SERVICES

The consultant team for this project must be capable of providing the following services:

1. Administration
2. Project Management
3. Structural and Movable Bridge Engineering
4. Coastal Engineering
5. Geotechnical Engineering
6. Civil Engineering
7. Electrical, Instrumentation and Controls Engineering
8. Mechanical and Hydraulics Engineering
9. Scheduling
10. Commissioning

# SECTION 2 - DESCRIPTION OF SERVICES

## PA - PROJECT ADMINISTRATION

### PA 1.1 Intent

The following administrative requirements apply during all phases of project delivery.

### PA 1.2 PSPC Project Management

The Project Manager assigned to the project is the Departmental Representative. The Project Manager is the Departmental officer directly concerned with the project and responsible for its progress. The Project Manager is the liaison between the Consultant, PSPC and the Client Departments. PSPC administers the project and exercises continuing control over the Consultant's work during all phases of development. Unless directed otherwise by the Project Manager, the Consultant obtains all Federal requirements and approvals necessary for the work.

### PA 1.3 General Project Deliverables

Where deliverables and submissions include summaries, reports, drawings, plans or schedules, submit in electronic format and the Consultant shall upload to the SharePoint site (or similar) designated by the Departmental Representative. Documents will not be circulated through email or FTP sites.

### PA 1.4 Lines of Communication

Unless otherwise arranged with Project Manager, the Consultant shall communicate with the Project Manager, and other PSPC staff and contractors as approved. There shall be no direct contact between client departments and the Consultant. During construction tender call, PSPC conducts all correspondence with bidders and makes the contract award.

### PA 1.5 Media

The consultant shall not respond to requests for project related information or questions from the media. Such inquiries are to be directed to the Project Manager.

### PA 1.6 Meetings

The Consultant Project Manager shall arrange meetings throughout the entire project development period, for all members of the project team, including representatives from TC, PSPC, and Consultants.

The Consultant shall attend the meetings on site, and when requested, record the issues and decisions and prepare and distribute minutes within 48 hours of the meeting. PSPC is developing a Stakeholders Engagement Plan, which will highlight several times when the Consultant will be required to make presentations to the stakeholder group, and senior management of the client groups. As the project proceeds the consultant will provide information as required to inform TC and CTMA of project progress for use on their internal communication system.

### PA 1.7 Project Response Time

It is a requirement of this project that the key personnel of the successful proponent and sub consultant or specialist firms be personally available to attend meetings or respond to inquiries within 2 days.

### PA 1.8 Submissions, Revisions and Approvals

Work in progress is to be reviewed by the Project Manager as well as the following:

#### PSPC In-House Services

- Submission Format: report, drawings and specifications, etc.
- Submission Schedule: Submissions are reviewed when completed work has been forwarded to the Project Manager.
- Expected Turnaround Time: 1 week
- Number of Submissions: until approval has been received

#### Stakeholder Management

- Submission Format: Presentation
- Submission Schedule: Approximately 2 weeks after each design phase submission and at significant milestones during construction phase. These presentations shall take place on site.

#### Design Review Committee – PSPC

- Submission Format: drawings and specifications, oral presentation.
- Submission Schedule: Submissions are reviewed when completed work has been forwarded to the Project Manager. PSPC will schedule meetings at a minimum two weeks in advance.

DESIGN SUBMISSION REQUIREMENTS					
Deliverables	Submission				
	Design Development	33%	66%	99%	Issued for Tender
Drawings	x	x	x	x	x
Specifications		x	x	x	x
Cost Estimates	x	x	x	x	x
Design Brief	x				x
Code Analysis	x			x	
Project Schedule	x	x	x	x	
Risk Management Plan	x	x	x	x	
Health and Safety Plan	x			x	x

### PA 1.9 Official Languages

As the ferry service at this site is bilingual, any presentations to the Stakeholders must be in both official languages (French and English). All tender documents must be provided in both official languages. The Consultant may choose to translate the documents in-house or arrange and pay for third party translation services. In-house or third-party translation costs must be included in the consultant fee and design development must be carefully planned and organized such that translation does not cause delay. Inquiries in both languages and shall be responded in a reasonable timeline.

# RS – REQUIRED SERVICES

## RS 1 PRE-DESIGN SERVICES

### RS 1.1 Intent

The purpose of this stage is to ensure the consultant has reviewed and integrated all the project requirements, identified and evaluated conflicts or problems, provide alternative strategies, presented and received approval on a Project scope, delivery process, schedule and estimate required to deliver a cohesive quality project. This approved deliverable will become the Project Scope of Services and will be utilized throughout the project to guide the delivery.

### RS 1.2 Scope of Activities

1. Attend a project start-up meeting in Souris, PE.
2. Analyze the project requirements including any amendments.
3. Review the existing drawings, reports, manuals and other relevant documents.
4. Review applicable codes and standards.
5. Prior to undertaking any field work provide the department representative with.
  - a. A field work plan, including a brief schedule, list of activities, methods and safety items related to COVID-19.
  - b. Required coordination/assistance from TC or PSPC.
  - c. Consultant team will be required to work around the ferry schedule (<https://traversierctma.ca>) for any inspections of the existing structure.
6. Prepare a detailed implementation strategy that documents, in a report, all activities, milestones and deliverables required for the effective delivery of the project including time frames for submissions, reviews and approvals;
7. Prepare a project schedule that identifies, in a graphic format using Microsoft Project such as Critical Path Method (CPM) or Program Evaluation Review Technique (PERT), all activities, milestones including critical deadlines, long lead delivery items and drop-dead dates, required for the effective delivery of the project deliverables, including time frames for submissions, reviews and approvals;
8. Advise the Project Manager of any changes to the scope that may affect schedule or are inconsistent with instructions or written approvals previously given. The Consultant shall detail the extent and reasons for the changes and obtain written approval before proceeding;
9. Submit the Implementation Strategy and Schedule for review. Revise as required. Resubmit for final approval. The original approved schedule will become the “Baseline” schedule to monitor project progress;
10. Throughout the project, monitor critical path and deadlines for submissions, revisions and approvals and as a minimum submit monthly updates.

### RS 1.3 Deliverables

1. Prepare and submit an Pre-Design Analysis Report for review and approval by the Departmental Representative. Revise as required by the Departmental Representative. Resubmit for acceptance.

2. The Analysis Report will consolidate the Scope and Activities identified above and will be utilized as a high level guide for the project development. The report will require supplements and modifications to reflect changes in project parameters as may be identified and accepted throughout the project life cycle.
3. The structure used for the Analysis Report shall include, but is not limited to, the following:
  - a. Executive Summary
  - b. Administrative
    - i. Confirmation that all necessary pre-design documentation required for this project are available and confirmation that the information is still current and up-to-date.
    - ii. Summaries of project start-up meetings, workshops,
    - iii. Quality management process for the consultant team.
  - c. Regulatory Analysis
    - i. Preliminary summary of regulatory and statutory requirements.
    - ii. Preliminary summary of authorities having jurisdiction.
    - iii. Preliminary summary of codes, regulations, and standards.
  - d. Program Analysis
    - i. Functional program
    - ii. User Department reports, studies.
  - e. Site Analysis (Review of past reports)
    - i. Site features and restrictions (i.e. landscape features, site services and utilities, site amenities, topographical features, climatic influences), Preliminary review of subsurface, geotechnical requirements/analysis of soils.
    - ii. Environmental features including sustainable design opportunities.
  - f. Bridge Analysis (Preliminary design consideration)
    - i. Substructure, including abutments and lifting towers
    - ii. Superstructure,
    - iii. Barriers requirements,
    - iv. Dimensional and slope requirements considering design vehicles and integration with the vessel,
    - v. Mechanical and electrical component requirements,
    - vi. Special construction and demolition, including hazardous materials abatement,
    - vii. Sustainable design opportunities, strategies, preliminary budgets (i.e. energy, water, waste).
  - g. Project / Work Planning Review
    - i. Review and establish potential issues (restrictions/constraints) with the project that will need to be addressed in order to achieve the project objectives, such as:
      1. Impact of bridge replacement on adjacent site,
      2. Site limitations and Contractor's requirements for construction and staging areas,
      3. Continued access to adjacent property(ies) and impact on pedestrian traffic due to construction activities,
  - h. Budget, Schedule, and Risk Analysis
    - i. Class 'D' estimate,
    - ii. Detailed work breakdown structure complete with level four sub-tasks,
    - iii. Analysis of risk implications and preliminary mitigation strategies, and
    - iv. Budget, Schedule, and Risk Analysis section of the pre-design report.

## RS 1.4 Environmental Protection Requirements

The Departmental Representative will submit all applications for environmental permitting and approvals, with support services provided by the Consultant, to the Authorities having jurisdictions. The purpose of this stage is to outline the requirements for discharge off site, erosion control and water management, environmental protection, waste management and permitting.

1. Identify environmental protection requirements and make appropriate recommendations.
2. Prepare requirements for a water management, waste management and environmental protection plans for construction and post construction stages.
3. Support Departmental Representative applications for environmental approvals and permitting, including recommendations on environmental protection, preparing and revising permitting drawings, providing measurements of impacted areas, and other support of the applications as required by the Departmental Representative.

## RS 2 DESIGN CONCEPT

### RS 2.1 Intent

1. To explore design options and analyze them against design requirements and program objectives previously identified. Out of this process, one option will be recommended to proceed to Design Development.
2. The Design Concepts development needs to be sufficiently detailed to illustrate and communicate the project characteristics, challenges on the delivery of the project and how these challenges are to be handled in order to meet the project objectives.

### RS 2.2 General

1. A minimum of two concept design options are to be considered. Including consideration for a structure type that can be generally be stored in an upper position above ice and freezing spray conditions.
2. Both concept designs shall:
  - a. Meet all requirements of the CHBDC and CSA S826 for the foundations, superstructure, deck system(s), barrier system, mechanical and electrical systems and components.
  - b. Provide a clear travel width for the new bridge.
  - c. Have a similar design life to the new future ferry vessel of 40 years.
  - d. Use modern design methods and materials taking into consideration durability and longevity of the structure and systems.
  - e. Have a solid lightweight vehicular deck for their entire length.
  - f. Maintain the existing clearance between the underside of the superstructure and the water level.
  - g. Have a bridge control system to be a modern commercial Programmable Logic Controller (PLC). A single control point for bridge operation interconnected with traffic lights and gates system. Independent by-pass systems for each control component and option for manual operation override.
3. Take into consideration maintenance, repairs and ensure that allowances are made for:
  - a. Access to underside of bridge superstructure for maintenance and repairs;
  - b. Jacking and lockout of superstructure for replacement or adjustments of components;



- c. Adjustments, calibration of mechanical and electrical components;
  - d. Winterizing of the superstructure and mechanical systems; and
  - e. Balancing of superstructure.
- 4. Concept designs need to take into account construction approaches/methodology together with the Contractor's limited site access, limited available land for construction or staging area and continued access to the adjacent site. Furthermore, the concept designs also need to consider construction approaches/methodology that will minimize the construction period and consider appropriate lead times for all components.

### RS 2.3 Scope and Activities

1. Review, validate and update the details of the project requirements.
2. Prepare Design Concepts for the new bridge:
  - a. Develop initial concept designs of superstructure and sub-structure meeting criteria mentioned above;
  - b. Fully develop the concept design for the selected option.
3. Analyze Design Concepts with regard to the project goals including cost and schedule.
4. Analyze Project and Design Concepts with regard to:
  - a. Site space, access and layout restrictions.
  - b. Construction approach and methodology in light of the site and project time constraints.
  - c. Potential sustainable design opportunities.
5. The preparation of the mechanical and electrical component will require coordination and input from the maintenance and operation personnel. The Consultant to coordinate consultation with staff through the Departmental Representative.
6. Undertake a budget, schedule and risk analysis and identify any conflicts that will need to be addressed with respect to scope, quality, project restrictions/constraints, schedule, and cost.
7. Advise Departmental Representative and User Department of any issues with meeting the code and regulatory requirements.
8. Recommend one option for further development with all supporting background and technical justifications.

### RS 2.4 Deliverables

1. Prepare and submit a Concept Design Report DRAFT (expected to be 99% complete) for review and approval by the Departmental Representative and the User Department. Revise as required by the Departmental Representative.
2. Prepare and submit a final report at 100% completion for review and approval by the Departmental Representative.
3. All submissions to be electronic.
4. Concept Design
  - a. Prepare conceptual designs of the movable transfer bridge. Explore 2 options, developed in conjunction with the Departmental Representative.
  - b. Complete the bridge conceptual design. Prepare the Conceptual Design Report which will include, but is not limited to, the following sections:
    - i. Statement of design principles for all disciplines.
    - ii. Conceptual design for the movable transfer bridge:
      1. The new bridge structure and surrounding areas:

- a. The character of the proposed superstructure system, including proposed vehicular and pedestrian deck systems, substructures and foundations, bridge barrier system(s), and incorporation into the site.
  - b. The proposed limits of travel of the ramp in relation to the vessel at the full range of tides and vessel operations, including detailed ramp profiles and slope transitions.
  - c. Proposed barrier systems
  - d. The proposed work on adjacent impacted areas;
  - e. Concept drawings shall include site plans, elevations, and representative sections to convey details of all options.
2. The mechanical and electrical systems:
- a. Prepare conceptual designs for the main mechanical components. As a minimum provide concept designs for:
    - i. Arrangement of bearing and support system.
    - ii. Hydraulic span drive system.
    - iii. Hydraulic end lift system.
    - iv. Alignment and locking systems.
    - v. Hydraulic control schematic.
  - b. Prepare conceptual designs for the electrical and control systems. As a minimum provide concept for:
    - i. General power distribution.
    - ii. Proposed sequence of bridge operations.
    - iii. General layout of new control console.
    - iv. Layout of electrical component/equipment.
  - c. Prepare conceptual drawings of the building and utility trenches showing the existing electrical and mechanical equipment and distribution systems to be removed, and the proposed layout of new electrical and mechanical equipment and distribution systems.
- c. Describe and assess the proposed construction implementation strategies associated with the selected concept design, including such elements as:
- i. Proposed approach and methodology to be used by the Contractor for the deconstruction of the existing and construction of the new movable transfer bridge.
  - ii. Contractor site access, and available land and staging areas for Contractor use during construction.
  - iii. Availability of specialized and/or fabrication components.
  - iv. Impact of construction activity on the terminal site.
  - v. Other concerns.
- d. Review of Canadian Highway Bridge Design Code and CSA S826 requirements, including any requirements that cannot be met due to the nature of the project.
  - e. Review of other applicable codes and regulations (local, municipal or provincial) which may impact on the project.
  - f. Identify specific critical design issues that will need to be resolved in the design development, with broad recommendations on possible alternative Solutions.
  - g. Define Commissioning and Inspection requirements.
  - h. Preliminary Sustainable Development Strategies.

- i. Indicative or Class 'C' Construction Estimates.
- j. Preliminary Risk Assessment Plan,
- k. Report on any deviations that will affect cost or schedule and recommend corrective measures,
- l. Detailed schedule covering the entire project life (including design, tender preparation, tendering and construction).
- m. Analyze each solution with regard to the project goals including cost and schedule.
- n. Compare and contrast all options and clearly recommend one option for further development under RS3 with all supporting background and technical justifications.

## RS 3 DESIGN DEVELOPMENT

### RS 3.1 Intent

This phase will further develop the design by refining the Concept Design. The Design Development documents consist of drawings and other documents to describe the scope, quality and cost of the project in sufficient detail to facilitate design approval, confirmation of code compliance, detailed planning of construction and project approval. This design will be used as the basis for preparation of construction documents.

### RS 3.2 Scope and Activities

1. Obtain written approval from Project Manager for development of one of the proposed concept design options from each combined RS1/RS2 report for further development;
2. Review, validate and update details of project requirements according to Departmental Representative and User Department input from the Concept Design Report review.
3. Setup a meeting with Departmental Representative and Client Department to review the progress of the design development,
4. If applicable, develop the sustainable design strategy.
5. If any alterations are required, analyze the impact on all project components, and resubmit for approval if required.
6. Expand and clarify the Concept Design intent for each design discipline.
7. Present the design to the client, stakeholders, design review or other committees as indicated by the project manager;
8. Ensure coordination of all disciplines' design development;
9. Analyze the constructability of the project and advise on the construction process and duration;
10. Based on all material available at the time, prepare a milestone schedule for the consideration with special attention to the impact on facility operations;
11. Continue to review all applicable statutes, regulations, codes and by-laws in relation to the design of the project;
12. Define Commissioning Requirements;
13. Undertake a budget, schedule and risk analysis and identify any conflicts that will need to be addressed with respect to scope, quality, schedule, cost,
14. Coordinate services with Departmental Representative in order to comply with National Waters Protection Act permits and Environmental Assessment screening requirements.
15. Continue to review all applicable statutes, regulations, codes and by-laws in relation to the design of the project.

### RS 3.3 Deliverables

1. Complete RS3 Report clearly summarizing all design development efforts.
2. Provide design development drawings for each discipline.
3. Provide estimating and cost planning.
4. Outline of project specifications and materials.
5. Updated project and preliminary construction schedule indicating both project and construction milestones, lead times for materials, permits, phasing and logistics.
6. Collection of all assumptions and justification for all major design decisions to date.
7. CADD strategy and layering protocol
8. Update to Risk Assessment Plan,
9. Project Log tracking all approved major decisions including those affecting changes to the project scope, budget, and schedule.
10. Preliminary construction schedule including long-term delivery items,
11. Provide a list and draft specification sections of all National Master Specification (NMS) sections to be used. Submit outline specifications for all systems and principle components.
12. Class 'B' Estimate.

## RS 4 CONSTRUCTION DOCUMENTS

### RS 4.1 Intent

To prepare drawings and specifications setting forth in detail the requirements for the construction and final cost estimate of the project.

1. 33% indicates technical 33% completeness of all working documents.
2. 66% indicates substantial technical development of the project - well advanced engineering plans, details, schedules and specifications.
3. 99% is the submission of complete Construction Documents ready for tender call and submission to local authorities for pre-permit purposes.
4. Issued for Tender package incorporates all revisions required in the 99% version and is intended to provide PSPC with complete construction documents for tender call, in accordance with the "Doing Business with PWGSC" Guide.
5. The objective of the Construction Document Phase is to translate the design development documents into construction drawings and specifications to guide and direct the contractor and sub-contractors in carrying out their work on the project.

### RS 4.2 Scope and Activities

1. Obtain Departmental Representative's approval for Construction Documents submissions (33%, 66%, 99% and final),
2. Confirm format of drawings and specifications,
3. Develop tender package,
4. If applicable, participate in the review of the EA screening report and incorporate, in the tender document any environmental protection and/or mitigation measures or restrictions that have been identified.
5. Participate in obtaining the Navigational Waters Protection Act permits and any other related authorizations required to undertake this project.
6. Submit drawings and specifications at the required stages (33%, 66%, 99%),

7. Provide written response to all review comments and incorporate them into Construction Documents where required,
8. Advise as to the progress of cost estimates and submit updated cost estimates for tender package as the project develops,
9. Further develop the risk analysis plan and identify any that will need to be addressed with respect to scope, quality, schedule and cost.
  - a. Update the project schedule.
  - b. Prepare a final Indicative or Class 'A' estimate for tender package,
  - c. Sign and seal one (1) set of 100% complete construction documents for tender (one (1) set for both official languages)
  - d. If requested by the Departmental Representative, submit hard copies and/or electronic copies of design notes and calculations for review and record purposes.

### RS 4.3 Deliverables

1. Deliverables shall be in three stages. Completeness of the project development shall reflect the stage of submission: 33%, 66% or 99%. The consultant team shall prepare and submit deliverables for the first two stages as well as the 99% construction documents (drawings and specifications) for review and approval by the Departmental Representative. Revise as required by the Departmental Representative. Resubmit for acceptance. The construction documents will be updated at each stage and will serve as benchmarks to monitor progress of the project.
2. Deliverables are similar at 33%, 66% and 99% stages; completeness of the project development shall reflect the stage of a submission. Submissions are to be a coordinated effort between all disciplines and a complete package at the relevant completeness stage is expected. Partial submissions will not be accepted.
3. The National Master Specifications shall be used as referred to in Appendix D, "Doing Business with A&E".
4. 33% and 66% Submissions:
  - a. Setup a meeting with Departmental Representative and Client Department to review the progress of the construction documents.
  - b. Provide 33% and 66% construction drawings and specifications.
  - c. Coordinate all disciplines within tender package including any scope changes that may have been approved.
  - d. Updated Risk Analysis Plan and Project Schedule. A validated Class 'C' cost estimate is required with the 66% submission.
5. 99% Submissions:
  - a. Provide 99% package. It is expected that this submission showcases a completed design that the Consultant deems tender-ready.
  - b. Coordinate all disciplines within tender package including any scope changes that may be required to remain within budget.
  - c. Complete specification and working drawings.
  - d. Updated Risk Analysis Plan and Project Schedule. A validated Class 'B' cost estimate is required with the 99% submission.
  - e. Update Project Log tracking all approved major decisions including those affecting changes to project scope, budget and schedule.
11. Final Issued for Tender submission. This submission incorporates all revisions required by the review of the 99% submission. Provide the following in the final tender package:

- a. Coordinate all disciplines including any scope changes that may be required to remain within budget.
- b. Complete set of originals of the working drawings.
- c. Complete sets of original specifications
- d. Class 'A' estimate.
- e. Updated project schedule.
- f. Update Project Log tracking all approved major decisions including those affecting changes to project scope, budget and schedule.

## **RS 5 TENDER CALL, BID EVALUATION & CONSTRUCTION CONTRACT AWARD**

### **RS 5.1 Intent**

To assist in obtaining and evaluating bids from qualified contractors to construct the project as per the Tender Documents. To award the construction contract according to government regulations, including Federal Rules for Bid Depositories. It is expected that after effective project approval is achieved, the optional services will be added to the contract.

### **RS 5.2 Scope and Activities**

- 1. Attend tender briefing meeting(s).
- 2. Prepare addenda based on questions arising in such meetings for issue by the Project Manager.
- 3. Provide the Project Manager with all information required by bidders to fully interpret the Construction Documents. The Project Manager will issue the addenda to all participants.
- 4. Refer all bidders to the PSPC Contracting authority with any questions raised during the tender period and copy the PSPC Project Manager.
- 5. Assist in tender evaluation by providing advice on the following:
  - a. The completeness of tender documents in all respects.
  - b. The technical aspects of the tenders.
  - c. The effect of alternatives and qualifications which may have been included in the tender.
  - d. The tenderers capability to undertake the full scope of work.
  - e. The availability of adequate equipment to carry out the work.
- 6. If PSPC decides to re-tender the project, provide advice and assistance to the Project Manager.
- 7. Examine and report on any cost and schedule impact created by the issue of tender / contract addenda

### **RS 5.3 Deliverables**

- 1. Originals of drawings and specifications;
- 2. Electronic copies of drawings and specifications.
- 3. Addenda where needed.
- 4. Changes to the documents if re-tendering is necessary
- 5. Issued for construction set of drawings and specification incorporating all addenda
- 6. Updated cost estimate and schedule

## RS 6 CONSTRUCTION AND CONTRACT ADMINISTRATION AND POST CONSTRUCTION WARRANTY REVIEW

### RS 6.1 Intent

To ensure the implementation of the project in compliance with the Contract Documents and to direct and monitor all necessary or requested changes to the scope of work during construction.

**All services under this phase will be paid hourly for the Consultant Team Specialists identified in Table 3 of Appendix C – Price Proposal Form. These rates are to be all-inclusive and allow for items required to deliver the service such as coordination, project management, administration, etc. These rates will not include travel related expenses, with the exception of the RS8 Resident Construction Site Inspectors as further noted and clarifies on the Price Proposal Form.**

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

**All travel must have the prior authorization of the Project Authority.**

**All payments are subject to government audit.**

### RS 6.2 Scope and Activities

1. During the implementation of the project, act on PSPC's behalf to the extent provided in this document;
2. Attend on-site and virtual meetings as required throughout construction. Prepare minutes of the meeting and distribute copies to all participants. The Project Manager may invite client Departments to attend any of these meetings.
3. Provide non-resident construction inspection to review of the work at intervals appropriate to determine if the work is in conformity with the Contract Documents;
  - a. Provide services of qualified personnel who are fully knowledgeable with technical and administrative requirements of project, and specialists for various components as required.
  - b. The Consultant is required to use the specialists listed in their proposal unless a change is authorized by the Departmental Representative. Changes are only considered when they involve no increase in cost.
  - c. Establish a written understanding with contractors as to what stages or aspect of the work are to be inspected prior to being covered up.
  - d. Assess quality of work and identify in writing to the Contractor and to the Department all defects and deficiencies observed at time of such inspections.
  - e. Inspect materials and prefabricated assemblies and components at their source or assembly plant, as necessary for the progress of the project.
  - f. Any directions, clarifications or deficiency list shall be issued in writing to PWGSC.
4. Keep PSPC informed of the progress and quality of the work and report any defects or deficiencies in the work observed during the course of the site review



5. Act as interpreter of the requirements of the Contract Documents. Provide for the Department's information any additional detail drawings as and when required to properly clarify or interpret the contract documents. Provide clarifications on Plans and Specifications or site conditions, as required in order that project not be delayed.
6. Prior to tender, provide Department with recommended list of training to be undertaken. Ensure all training is detailed within the commissioning plan.
7. Provide cost advice during construction
8. Advise the Project Manager of all potential changes to scope, schedule and cost for the duration of the implementation
9. Review the Contractor's shop drawings and submittals.
  - a. On completion of project forward full electronic package of reviewed shop drawings and submittals to the Departmental Representative. Ensure that shop drawings include the project number and are recorded in sequence.
  - b. Shop drawings shall be stamped: "Checked and Certified Correct for Construction" by the Contractor and stamped: "reviewed" by the Consultant before return to the Contractor.
  - c. Expedite the processing of Shop Drawings.
10. Inspection and Testing
  - a. Prior to tender, provide Department with recommended list of tests to be undertaken, including on site and factory testing.
  - b. Ensure all testing is detailed within commissioning plan.
  - c. When contract is awarded, the Consultant will engage the testing firm on behalf of PSPC and brief testing firm on required services, distribution of reports, communication lines, etc. PSPC will reimburse the Consultant for the cost of the testing firm services as a Disbursement on the Contract. Review all test reports and take necessary action with Contractor when work fails to comply with contract.
  - d. Immediately notify Project Manager when tests fail to meet project requirements and when corrective work will affect schedule.
  - e. Assist Departmental Representative in evaluating testing firm's invoices for services performed.
  - f. It is the consultant's responsibility to clearly identify all required site and/or component testing, and any factory testing that may be required to ensure necessary quality assurance is provided for the design and implementation of a fully functional system.
11. Prepare and justify change orders for issue by the Department Representative
12. Indicate any changes or material/equipment substitutions on Record Documents
13. Finalize Systems Operations Manual produced by Contractor in accordance with project specification and verify for completeness, relevance and format by sub consultants and specialists. Submit to Departmental Representative prior to interim acceptance or actual start of operation and instruction period, whichever occurs sooner. The Contractor shall retain one copy of each volume for his record and use during the instruction period.
14. Inform the Department when satisfied that the project is substantially completed. The Consultant shall ensure that their representative, sub-consultant/specialist representatives, Resident On-Site Reviewer, Contractor and major sub-trades representatives shall form part of the Project Acceptance Board and attend all meetings as organized by the Department. Complete Interim Inspection of the work and list all unacceptable and incomplete work on a designated form.
15. Inform the Department when satisfied that all work under the contract has been completed, including the deficiency items noted in the Interim Inspection. Project Team, including subconsultants and specialists, shall complete Final Inspection and Sign-off.



16. The general warranty period will for the Contractor's work is to be a minimum of 12 months. The Consultant is to assess the warranty period during development of the design, and make recommendations to the Departmental representative including the need to provide for extended warranties on specific components. During the warranty period investigate all defects and alleged defects and issue instructions to the Contractor. At end of warranty period, conduct site inspection and final warranty review.
17. Make arrangements and ensure that Department's operating personnel is properly instructed on the operation of all services and systems using the final manuals as reference.
18. As-Built and Record Drawings and Specifications
  - a. Following the take-over, obtain as-built marked-up hard copy from the Contractor:
  - b. Check and verify all as-built records for completeness and accuracy and submit to PWGSC.
  - c. Produce Record Drawings by incorporating As-Built information into project drawings.
  - d. Submit Record Drawings and Specifications in number and format required by the Consultant Agreement within eight [8] weeks of final acceptance.
  - e. Provide a complete set of final shop drawings.

### RS 6.3 Deliverables

1. Written reports from site visits including persons involved;
2. Written minutes of all meetings, issued within 24 hours.
3. Written reports on the progress of the work and the cost of the project at the end of each month;
4. Additional detail drawings when required to clarify, interpret or supplement the Construction Documents
5. Post contract drawings (As-Built Drawing);
6. Interim and Final certificates;
7. As built records;
8. Warranty deficiency list;
9. Report on Final Warranty Review.

## RS 7 RISK MANAGEMENT (ALL STAGES)

### RS 7.1 Intent

The consultant shall provide support to the Departmental Representative in identifying risks throughout the project life cycle.

### RS 7.2 Scope and Activities

1. Identify risk events based on past experience and using proposed checklist (PWGSC and/or Consultant) or other available lists;
2. Qualify/quantify probability of risk event (Low, Medium, High) and their impact (Low, Medium, High);
3. Quantify risk impacts directly to costs in dollars and schedule in days;
4. Prioritize risk events (i.e., concentrate efforts on risk events with High probability and Medium to High impact);

5. Develop risk response (i.e., evaluate alternatives for mitigation. This is the real added-value of risk management) and;
6. Implement risk mitigation.

### RS 7.3 Deliverables

1. Prepare Risk Management Reports at Design Development, 66% Design Documents, and 100% Design Document stages.
2. Include input from all sub-consultants and from Client/Users.
3. Take steps to implement risk mitigation as required. This may include (but is not limited to) further recommendations, analysis, investigations, site meetings, site supervision, etc.

## RS 8 RESIDENT CONSTRUCTION SERVICES

### RS 8.1 Intent

The intent of the provision of Resident Construction Service is to implement the project in compliance with the Construction Contract Documents and to ensure construction contractor compliance with their contract. The Consultant shall provide a Resident Construction Services Representative for the duration of the construction contract stage. Services included under this item are to be Bilingual (English and French).

The purpose of the Resident Construction Services Representative is responsible to:

1. ensure the presence of the Consultant on site for the project;
2. to inspect, coordinate and monitor all aspects of the work during key periods of the construction of the facility, and liaise with the contractor, PSPC and other agencies as appropriate to the work.;
3. to provide resident inspection during key periods of construction work and maintaining records of all construction work placed on behalf of the design engineer and Project Manager;
4. ensure that a sufficient level of communication is maintained with the Project Manager, Consultant, Contractor and any other organization applicable to the construction and construction contract administration of the individual detachment construction contract.

Resident Construction Services Representative(s) should:

1. be a registered Professional Engineer or be eligible for registration in the Province of Work; or
2. be a registered Certified Engineering Technologist or be eligible for registration in the province of Work; or
3. other combinations of education and experience will be considered considering the requirements and complexity of the service(s) required.

The Resident Construction Services Representative shall:

1. be directly responsible to the Consultant;
2. become thoroughly familiar with all pertinent documents for the construction including as a minimum the National Building Code. They shall be aware of all Federal, Provincial and Municipal standards for the health and safety of construction workers;
3. become thoroughly familiar with the requirements of the Consultant Project Brief and project responsibilities of others which relate to these services;

## RS 8.2 Scope and Activities

### 8.2.1 General

1. The Resident Construction Services Representative's service shall commence on the date the contractor physically mobilizes on a site and finish on the date of Certificate of Substantial Performance unless otherwise stated by the Project Manager.
2. The Consultant shall be responsible to distribute and assign the Construction Services Representative in such a manner that the intent of these services, as stated above is assured. The consultant shall ensure, via his planned allotment of the Construction Resident Construction Services Representative.
3. The Consultant shall, prior to the construction contract tender of the facility provide Detail Project Schedule, identifying the key stages of construction and the planned allotment of hours when the Resident Construction Services Representative shall be on site.
4. The PWGSC representatives may, at their discretion, request additional amounts and/or less amounts of services of the Resident Construction Services Representative. Those additional and/or reduced services shall be calculated utilizing the hourly rate identified by the Consultant.

### 8.2.2 Duties and Responsibilities

1. Provide Resident Construction Services including inspection, coordination and monitoring during the construction work and be responsible to the Consultant.
2. Maintain daily records, while on site, of all construction work placed and ensure constant communication amongst Project Manager, the Consultant and Contractor.
3. The Consultant shall ensure that the Resident Construction Services Representative maintains, records and submits time sheets. The Consultant shall forward time sheets of the Resident Construction Services Representative to Project Manager after verifying accuracy and approving. The Consultant shall submit reviewed and approved time sheets to the Project Manager, within two weeks after completion of 40 hours of service by the Resident Construction Services Representative, for review.

### 8.2.3 Inspection and Reporting

1. The Resident Construction Services Representative shall:
  - a. inspect all phases of the work in progress, for the purpose of bringing to the attention of the Contractor, after checking with the Consultant, and Project Manager any discrepancies between the work, the contract documents and accepted construction procedures;
  - b. keep a daily log of such inspections and issue a weekly written report to the Consultant in the form directed.
2. The Consultant shall review and approve weekly reports prior to distribution to the Departmental Representative (Project Manager). Reports shall be distributed within five (5) working days of the report's week ending date.
3. The Resident Construction Services Representative shall make any other reports or surveys as may be requested by the Project Manager through the Consultant.

#### 8.2.4 Interpretation of the Contract Documents

1. Interpretation of the contract documents shall be the responsibility of the Consultant. The Consultant may, however, have the Resident Construction Services Representative provide the consultant with information regarding job conditions and may require the consultant to relay day-to-day instructions to the Contractor.
2. It shall be the duty of the Resident Construction Services Representative to assist the Consultant and further inform the Consultant of any anticipated problems which may delay the progress of the work. The method of relaying such information shall be determined by the Consultant.

#### 8.2.5 Changes in the Work

1. The Resident Construction Services Representative shall not authorize or order any change in the work which will constitute a change in design or in the value of the contract except as delegated by the Project Manager.
2. The Consultant may call upon the Resident Construction Services Representative to assist in the evaluation of changes in the work, where a knowledge of job conditions is required.

#### 8.2.6 Communication and Liaison

The Resident Construction Services Representative shall:

1. Convey the Consultant's instructions regarding the required standards of workmanship to the Contractor(s);
2. Check specifications, confer and obtain guidance on these findings with the Consultant. The matter is then to be brought to the attention of the Contractor's Superintendent. Although informal discussions with Sub-trade Superintendents are usually permissible, (but only with the agreement of the Contractor), the Resident Construction Services Representative should not deal directly with foreman or tradesmen, or interfere with the progress of the work;
3. Communicate formally with the Contractor via memorandum form only. When this form is issued the Resident Construction Services Representative must immediately file copies with PWGSC and the Consultant;
4. Contact the Consultant immediately when it is apparent that information or action is required of the Consultant, e.g., general instructions, clarifications, sample of shop drawing approvals, requisitions, contemplated change orders, site instructions, details, drawings, etc.;
5. Accompany PSPC & TC representatives on inspections and report to the Consultant requirements, comments or instruction of PSPC forces. Note the Resident Construction Services Representative should encourage such requirements, comments or instructions to be provided to him in writing;
1. Consider and evaluate any suggestions or modifications to the documents advanced by the Contractor and immediately report these to the Consultant with comments;
2. Ensure that PWGSC, TC, and the Consultant are notified promptly when key pieces and/or components of materials and equipment are delivered, so that these parties can arrange for the appropriate personnel to have an opportunity to inspect same prior to installation.

#### 8.2.7 Inspection of the Work

1. The Resident Construction Services Representative shall make on site observations and spot checks of the work to determine whether the work, materials and equipment conform with the

contract documents and supplementary conditions. The Resident Construction Services Representative shall advise the Contractor of any deficiencies or unapproved deviations via memorandum and report immediately to the Consultant and Project Manager any of these on which the Contractor is tardy or refuses to correct.

2. The Resident Construction Services Representative shall arrange for the Consultant's architectural, structural, mechanical, electrical and other consultants to make the periodic inspections required by the Consultant's contract, and for these inspections to be made timely with respect to the progress of the work.
3. The Resident Construction Services Representative shall also report if materials and equipment are being incorporated into the project prior to approval of relative shop drawings or samples.
4. The Resident Construction Services Representative shall assist in the preparation of all deficiency reports, interim, preliminary, and final, in collaboration with the PSPC and Consultant's representatives.
5. The Resident Construction Services Representative shall be responsible for the measurement of all work to be done by the Contractor

#### **8.2.8 Site Meetings**

1. The Resident Construction Services Representative shall attend and participate in all job-site meetings held during key periods of construction.

#### **8.2.9 Inspection and Testing**

1. The Resident Construction Services Representative must see that the tests and inspections required by the contract documents are conducted, and should observe these tests and report the results in the daily log.
2. The Consultant should be notified if the test results do not meet the specified requirements, or if the Contractor does not have tests undertaken as required.

#### **8.2.10 Emergencies**

1. In the case of emergency where safety of persons or property is concerned or work is endangered, to safeguard the interests of PSPC, the Resident Construction Representative shall give immediate written notice and verbal contact to PSPC and TC of the possible hazard.

#### **8.2.11 Limitations**

The Resident Construction Services Representative shall not:

1. Authorize deviations from the contract documents;
2. Approve shop drawings or samples unless requested by project manager for project use;
3. Accept any work or portions of the build works;
4. Enter into the area of responsibility of the Contractor.

#### **8.2.12 Hazardous Construction Operations**

The Resident Construction Services Representative is to communicate regularly with the Construction Safety Professional regarding any issues of site safety. All safety related issues must be forwarded immediately to the Safety Professional, as well as the Project Manager.

### 8.2.13 Equipment Required and Provided by Consultant

1. Costs of all equipment required shall be covered in the quoted fixed hourly rate. Equipment required shall include as a minimum:
  - a. Digital Camera;
  - b. Personal Protective Equipment;
  - c. Office Supplies required to perform services;
  - d. Cell Phone or other acceptable means of communication;
  - e. Laptop computer.
  - f. Provision of a site trailer and cover costs associated with same, including: fax machine and furniture will be supplied by construction Contractor.

## RS 8.3 Deliverables

### 8.3.1 Daily Log

1. The Resident Construction Services Representative shall keep a daily log while on site. This will record the following;
  - a. weather & tide conditions, particularly unusual weather relative to construction activities in progress;
  - b. major material and equipment deliveries;
  - c. daily activities and major work done;
  - d. number of workers on site (full day or part day) and trade represented;
  - e. summary of equipment onsite and their use (full or part day).
  - f. start, stop or completion of activities;
  - g. presence of inspection and testing firms, tests taken, results, etc.;
  - h. unusual site conditions experienced;
  - i. significant developments, remarks, etc.;
  - j. special visitors on site;
  - k. authorities given Contractor to undertake certain or hazardous works;
  - l. Environmental, Safety or other notable incidents;
  - m. reports, instructions from Appropriate Authorities Response Actions.
1. Based on site/ project specific conditions, the items recorded may expand or be reduced. The log is the personal property of the Resident Construction Services Representative. Copies of the log book, certified as copies, are to be provided at the end of the project.

### 8.3.2 Weekly Log

1. The Resident Construction Services Representative shall prepare weekly reports for the Consultant in the form directed:
  - a. progress relative to schedule;
  - b. major activities commencing or completed during the week; main activities now in progress;
  - c. major deliveries of materials and/or equipment;
  - d. difficulties which may cause delays in completion;
  - e. materials and labour needed immediately;
  - f. cost estimates of work completed, and materials delivered (cost plus contracts);
  - g. outstanding information or action required by Consultant or PWGSC;

- h. work force;
  - i. weather;
  - j. remarks;
  - k. accidents on site;
  - l. safety hazards caused by the work, the Contractor or his agents.
1. The items may be expanded or reduced based on site/ project specific conditions.

### 8.3.3 Site Records

1. The Resident Construction Services Representative shall maintain up to date files at the site for the use as follows:
  - o Contract and Tender Documents;
  - o Approved Shop Drawings;
  - o Approved Samples;
  - o Samples;
  - o Site Instructions;
  - o Contemplated Change Orders;
  - o Change Orders;
  - o Memoranda;
  - o Test and Deficiency Reports;
  - o Correspondence and Minutes of Meeting;
  - o Names, addresses, telephone numbers of Client representatives, Consultant and all Contractors, sub-trades key personnel associated with the contract; including home telephone numbers in case of emergencies.
1. The items may be expanded or reduced based on site/ project specific conditions.
2. In addition, the Resident Construction Services Representative shall maintain an up-to-date progress schedule.

A reproduction of the original contract drawings shall be carefully preserved and shall be kept marked up to date with all addenda, change orders, site instructions, details, as-built conditions, etc., issued subsequent to the award of the contract.

## RS 9 COMMISSIONING

As a member of the Consultant Team, the Commissioning Manager represents the Owner's and User's interests, and is responsible for overseeing all commissioning activities during the development, implementation and post construction stages of the project.

Throughout this stage, the Commissioning Manager and the Consultant's representatives on site will work closely with the Departmental Representative and the Contractor to implement commissioning activities and create useful, well integrated drawings, reports and manuals, in compliance with Contract Documents.

**All services under this phase will be included in the Fixed Fee for RS9, with the exception of RS 9.3.3 Construction / Installation (Time Based Fees) and 9.3.4 Post Construction Operation (Time Based Fees) which will be paid hourly for the Consultant Team Specialists identified in Table 3 of Appendix C – Price Proposal Form.**

## RS 9.1 Intent

1. To define the operational and performance requirements of the Owner and User.
2. To ensure that responsibility for meeting these requirements and demonstrating compliance is defined in the design and contract documents
3. To ensure that appropriate start-up and checkout procedures are employed for components, subsystems, including meaningful documentation for and certification of Quality Control reports and techniques under the normal or enhanced basic services and contractual procedures.
4. To ensure that the final product meets the specified requirements and the criteria set out during design.
5. To document the operations, maintenance and management requirements, and transferring the completed works to qualified facility operators.
6. To minimize the life-cycle operating and maintenance costs.
7. To verify that the department's functional requirements are correctly interpreted during the design stage, and that the systems operate consistently at peak efficiencies, under all normal load conditions, and within the specified design parameters.

## RS 9.2 Scope and Activities

1. Provide complete documentation on the operations and maintenance requirements.
2. Prepare Systems Operations Manual (SOM) Manuals and Preventative Maintenance Support System (PMSS)/MMS documentation.
3. Co-ordinate staffing, service contracts, and arranging spare parts and special equipment  
Contents of O & M Manual shall be in accordance with PSPC Commissioning Guideline CP.4 Guide to the Preparation of Building Management Manuals (adapted for this specific project to support the new movable bridge).
4. Carry out various checks and tests to determine if the new facilities function in accordance with the contract documents.
5. Identify contractor and subcontractor commissioning, PV and testing responsibilities.
6. Plan the performance verification (PV) activities, develop the installation checklists and PV report forms, and prepare a detailed verification schedule. PV tests will be performed by the contractor. Maintain detailed development reports and review with the contractor for special systems such as EMCS.
7. PV inspection forms will be completed for all components, sub-systems, and systems, and a final performance verification report will be submitted to the Commissioning Manager.
8. Prepare a training plan for the O&M staff to be trained on the operations of the new facilities. The training plan will recognize both short-term and long term requirements and shall employ both hard copy and audio visual techniques.

## RS 9.3 Details

### 9.3.1 O&M General

Submit an O&M report showing how the design will meet O&M requirements including the following subjects:

1. Spatial requirements for O&M staff, flow of people and supplies, storage for special tools, spare parts, and maintenance materials.



2. Spare equipment, extra material and redundancies needed to operate and maintain this facility over its life expectancy.
3. System selection based on life cycle cost analysis considering energy, maintenance and operational cost.
4. "Phased" construction program.
5. Assist the Commissioning Manager in preparation of a preliminary O&M budget. The O&M budget will contain detailed breakdown of various items with the assessment of the systems selection.
6. Input into Systems Management Plan information regarding operational management requirements.
7. Staffing & skill requirements to operate and maintain the facility.
8. The need for service contracts, i.e.. hydraulics, controls, emergency generators, etc.

### 9.3.2 Construction Documents & Tender Calls

#### O&M (General)

1. In consultation with the Commissioning Manager, continue the assessment which started during the design stage with respect to O&M concerns including staffing, redundancies, spare equipment and extra material, service contracts, preventative maintenance and equipment identification, O&M facilities, the O&M budget. Ensure all review comments provided by the Commissioning Manager are addressed.
2. Incorporate design and performance intent in the construction documents and identify anticipated performance outputs in PV forms
3. Identify contractor and subcontractor commissioning, PV and testing responsibilities.

#### Systems Operations Manual

1. Provide all design intent, sequence of operation, etc., for the SOM.
2. Provide emergency start -up/operations/shut-down procedures.
3. Provide Single Line Diagrams of all systems.
4. Provide PMSS/MMS inventory lists and Component/Equipment Schedules
5. Provide Service Contract lists
6. Provide Shop Drawing lists.

#### Commissioning Specification

1. Use PWGSC disciplinary master specification for commissioning as the basis for the project specifications for commissioning. Complete design information required in the performance verification report forms.
2. Specify detailed performance verification procedures and output, documents, scheduling and reporting requirements.
3. Identify and include in specification all tests to be conducted at manufacturer's plants, on site during construction, installation, commissioning on site and during the operation phase.
4. Develop training package for O&M personnel and include in specification as required.

#### "PMSS/MMS" Specification

1. Use PWGSC Master Specification for the identification of equipment and inventory in conjunction with the PMSS/MMS. Provide PMSS/MMS coding and system nomenclature on tender documents. Coordinate with existing equipment inventories.

## Submission Requirements

1. The commissioning plan is submitted at the end of the design phase and is updated and resubmitted at the end of each stage of the working documents. The prime consultant and their commissioning manager work together to update the commissioning plan. Prepare commissioning plan in accordance with PSPC Commissioning Guideline CP.3 Guide to the Development of the Commissioning Plan.
2. The commissioning specifications are submitted at the end of the 66% working drawings stage and are updated and resubmitted at each subsequent stage of the working documents.
3. The SOM is submitted at the end of the 66% working drawings stage, and is updated and resubmitted during subsequent stages of the working documents.
4. Respond to all PSPC comments in writing at each stage.

### 9.3.3 Construction / Installation (Time Based Fees)

**All services under RS 9.3.3 Construction / Installation (Time Based Fees will be paid hourly for the Consultant Team Specialists identified in Table 3 of Appendix C – Price Proposal Form.**

Three (3) months before substantial completion, assemble, review and approve all commissioning documentation, including check lists, PV report forms, PV procedures, instruments to be used, and instrument calibration, and incorporate relevant data from reviewed shop drawings and installed component data.

1. Assemble all certified tests results and incorporate into the O&M manuals.
2. Review the selected test instruments which are to be calibrated less than 3 months prior to substantial completion.
3. In consultation with the contractor, select the commissioning test instruments.
4. Review contractors compliance with the contract documents.
5. Witness and certify tests conducted before concealment and start up.
6. Verify that each system is completed, safe to operate and ready for start-up.
7. Ensure that all deficiencies are rectified and acknowledge that the installation of components and systems is ready for the commissioning phase.

## Manuals

1. Revise the SOM as construction progresses, ensuring that it reflects the installed systems.
2. Review for acceptance the contractor's O&M Manuals.
3. The Prime Consultant, and their commissioning manager, shall compile all manuals and review and revise accordingly. Once complete, submit all manuals to the Departmental Representative for review and acceptance.

## Training

1. The Prime Consultant and their Commissioning Manager shall coordinate and make necessary arrangement for site O&M staff familiarization. Prepare training material in accordance with PSPC Commissioning Guideline CP.5 Guide to the Preparation of Training Plans.
2. Ensure appropriate specialized members of the Consultant team are present during onsite training.

## COMMISSIONING PHASE

Submit a list of the technical staff required to conduct all performance and verification tests for approval by the commissioning manager prior to beginning testing and verification.

#### Manuals

1. Review the "O & M" Manuals to 100% and submit comments to the Commissioning Manager for approval. Manuals to be in accordance with all modifications to the project.

#### Spare Parts

1. Finalize the delivery of all the spare parts requirements through the project and assist Commissioning Manager in the definition of additional parts not listed in the construction documents.

#### Performance Verification

1. Witness that the components, subsystems and systems are tested in accordance with the provisions of the contract documents and ensure all systems meet design intent.
2. Witness all tests and PV procedures and certify same.
3. Provide solutions during the PV process with respect to the variances from the design parameters.
4. In consultation with the Consultant Commissioning Manager and Departmental Representative, instruct the contractor to correct all the deficiencies identified and recorded during the performance verification and adjust or alter the systems to achieve the design parameters. Retest as required.
5. In consultation with the Consultant Commissioning Manager and Departmental Representative, recommend take over of the facility subject to outstanding deficiencies deferred tests during the operational phase.

#### Additional items

1. Consultant Commissioning Manager Coordinate the training of O&M personnel and conduct training sessions .
2. Review all PMSS/MMS nomenclature, devices and submissions prepared by the contractor. Ensure on site implementation and tagging of PMSS/MMS.
3. Prior to Interim Inspection, debrief the Project Manager and Commissioning Manager on the
4. Commissioning process including training; problems; required changes to systems (with costs) which are outside the contractor's responsibility, but which are deemed necessary to meet project requirements, if applicable; commissioning procedures and other information, experiences and suggestions for future projects. Submit a report to the Commissioning Manager. Repeat this process as required / ongoing basis up to project completion.

#### 9.3.4 Post-Construction Operation (Time Based Fees)

**All services under RS 9.3.4 Post-Construction Operation (Time Based Fees) will be paid hourly for the Consultant Team Specialists identified in Table 3 of Appendix C – Price Proposal Form.**

1. Make recommended revisions to documentation to reflect all changes, modifications, revisions and adjustments as finally set upon completion of commissioning.
2. Witness completion of Performance Verification and review reports.
3. Monitor environmental and life safety system checks which must be carried out by the contractor or O&M staff prior to the expiration of warranties.

4. Identify and monitor all deficiencies to be rectified by the contractor prior to the expiration of warranties.

### 9.3.5 Standards

1. General Commissioning
  - Perform commissioning in accordance with PSPC Project Commissioning Manual CP.1.
2. Operating & Maintenance (O&M) Manuals
  - The contents & organization of the manuals shall be in accordance with PSPC Commissioning Guideline CP.4 Guide to the Development of the Building Management Manual. (to be adapted as required to suit this specific project for the new movable bridge).
3. Training of O&M Personnel
  - The requirements and the delivery of the training of O&M Personnel shall be in accordance with PSPC Commissioning Guideline CP.5 Guide to the Preparation of Training Plans.
4. Performance Verification Procedures
  - The extent of performance verification procedures shall be in accordance with PWGSC generic manuals adapted as required to meet the specific needs of the project. Formats shall be reviewed and approved by the Departmental Representative prior to use.
5. PWGSC Preventive Maintenance Support System (PMSS), to be known in future as Maintenance Management System (MMS).
6. Consultant to utilize PWGSC "PMSS" or "MMS" standard maintenance package and equipment identification nomenclature.

## RS 10 MATERIALS TESTING AND VERIFICATION

### RS 10.1 Intent

Throughout this stage, the Consultant will procure and/or provide materials testing and verification services during construction, including the testing of placed materials such as concrete, backfill soils and gravels.

### RS 10.2 Scope and Activities

1. To provide materials testing services, equipment and personnel on an as required or as specified basis to conduct testing of materials: at source, as samples submitted by the Contractor, and as placed in-situ, to make sure that the materials and the construction and/or placement methods are in accordance with the contract drawings and specifications.

### RS 10.3 Deliverables

1. Materials testing reports and, if required/requested, recommendations for removal and /or remediation of non-conforming materials.