



**Professional Design Services for the Ottawa Central Library Project**

**Request for Proposals  
RFP No. 30018-90610-P01**

**Release Date: May 29, 2018**

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## SECTION ONE – THE PROJECT

### 1.1 Purpose of this Request for Proposal

The City of Ottawa (“City” or “Client”) seeks to enter into a Contract with a qualified entity (“the “Architect”) to provide Professional Design Services for the Ottawa Central Library Project (the “Project”) to be located on the north-eastern portion of the City-owned land at 557 Wellington Street, Ottawa, Ontario and as described in, *inter alia*:

- ANNEX A - TERMS OF REFERENCE;
- ANNEX F - OTTAWA CENTRAL LIBRARY JOINT FACILITY FUNCTIONAL PROGRAM (the “Functional Program”); and
- ANNEX G – APPENDICES.

This Request for Proposal (“RFP”) is the second stage of a two-stage procurement process. A Request for Qualifications (“RFQ”) was issued publicly on May 19, 2017. RFQ submissions were evaluated and the following Respondents, in alphabetical order, were shortlisted to submit a Proposal in response to this “RFP”:

- Diamond Schmitt Architects (Canada) - KWC Architects (Canada)
- Mecanoo International b.v. (Holland) - NORR Architects & Engineers Ltd (Canada)
- Patkau Architects (Canada) - MSDL Architects (Canada) – GRC Architects (Canada)
- Revery Architects Inc. (Canada) – GRC Architects (Canada)
- Schmidt Hammer Lassen Architects (Denmark) - KPMB Architects (Canada) - Hobin Architecture Inc. (Canada)

Proponents participating in this RFP must clearly understand that:

- a. the Project scope as described in the RFP contemplates a joint facility between the City and Library and Archives Canada (“LAC”);
- b. LAC’s participation has not yet been confirmed and is subject to final approval by the Government of Canada; and
- c. If LAC is not given approval for the Project, the City may re-scope the Project and proceed with an Ottawa Central Library stand-alone facility or chose to cancel the Project in its entirety.

Proponents participating in this RFP should also clearly understand that the City is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended (“*MFIPPA*”) with respect to any information under its custody and control. Accordingly, all information provided to the City by Proponents pursuant to this RFP and/or any resulting Contract, may be subject to release under MFIPPA,

notwithstanding the Proponent's request to keep the information confidential. Further, by submitting a Proposal in response to this RFP, a Proponent agrees and acknowledges that the City shall not be liable to a Proponent for any loss, injury or damage arising from a release of information under *MFIPPA*.

## **1.2 Project Vision**

The Ottawa Central Library ("OCL") will contribute to the ongoing transformation of Canada's Capital into a world-class city through the creation of a modern, prestigious facility that brings together and showcases a new Ottawa Public Library's ("OPL") Central Library with LAC's public services in a new national institution.

The collaboration between the OPL and LAC (pending final approval by the Government of Canada) is based on shared values of intellectual freedom and access to information, and will result in the creation of an iconic and meaningful destination in the Nation's Capital. This destination will reflect Ottawa's and Canada's heritage and origins, and at the same time acknowledge the future through the creation of an experience that is both local and national.

The objective of the Project is to bring together, in a shared facility, a new OCL and LAC's public programs and services. The Project will be a defining image for 21st century Ottawa, celebrating community vitality and the history of Ottawa, the greater Ottawa area, and Canada.

The value in the potential collaboration will be realized through:

- Creation of a civic and national landmark;
- Richer customer experience for all visitors to a potential joint facility;
- Unique opportunities for shared programming, including exterior programming and events;
- Enhanced access for OPL customers to national collections and resources; and
- Increased visibility and exposure for LAC public services due to the high volume of visitors to the Ottawa Central Library.

The collaboration will allow both OPL and LAC to exceed their vision for a new facility, while broadening their customer reach. This collaboration also provides higher potential for achieving an efficiently designed, landmark facility, which will be flexible enough to allow future changes in business needs for both organizations, including the implementation of advanced future technologies. This exciting collaboration for a new joint facility between a municipal public library and a federal archive and library is unprecedented in Canada.

### **1.3 Project Description**

The overall size of the facility will be approximately 20,000 gross m<sup>2</sup> (216,000 ft<sup>2</sup>) with 61% or 12,080 m<sup>2</sup> (133,000 ft<sup>2</sup>) allocated to the OPL, and 39% or 7,710 m<sup>2</sup> (83,000 ft<sup>2</sup>) to LAC. The Project will be located at 557 Wellington Street, a site owned by the City of Ottawa that is approximately 250 m from the future Pimisi light rail station. It is conservatively anticipated that the joint facility will have an average of 5,000 visitors each day.

The City of Ottawa and the Government of Canada are committed to sustainability in its facilities and strive to reduce the environmental impacts of its operations. To demonstrate leadership in sustainability, the Ottawa Central Library facility will obtain a minimum of level Gold certification under the Leadership in Energy and Environmental Design (LEED™) v4 for BD+C: New Construction rating system.

The Project contains 21 functional components made up of OPL-only spaces, LAC-only spaces, and shared spaces. The shared spaces will enhance the complementary but unique nature of OPL and LAC services, and will include:

- Exterior Spaces - a shared outdoor space for programs and activities, acting as an interface between the building and the public realm;
- A Main Entrance and Town Square - a shared entrance space with access to OPL and LAC spaces, and meeting spaces, featuring a café and Friends of the Ottawa Public Library (FOPLA) Shop;
- Public Forum and Meeting Spaces - large multi-purpose spaces for programming and events for the community, as well as both OPL and LAC;
- An Exhibition Gallery – museum quality spaces featuring exhibitions of rare and unique LAC collections, travelling exhibitions; and OPL and Ottawa community exhibitions;
- A Genealogy Centre - a one-of-a-kind research space offering OPL and LAC services and collections; and
- A potential underground Parking Garage – preferably on one level for up to 200 parking spaces with additional bicycle storage and integrated stair and elevator access to facility.

Additional details on the functional components are available in the Ottawa Central Library Joint Facility Functional Program (Resource Planning Group Inc., January 2018) in ANNEX F.

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#### **1.4 OPL-LAC Collaboration**

The collaboration between the City, OPL, and LAC will result in the successful, on time, and on budget, delivery of an innovative, iconic, and significant building in Ottawa. The collaboration to design, construct, operate, and maintain the shared facility will be formalized in a governance agreement.

Nothing in this RFP is intended to create an agency between LAC and the City of Ottawa. Neither the City of Ottawa nor any of its personnel is an agent of, or for, LAC. In the event that LAC does not obtain Government of Canada approval, the City reserves the right to proceed with the Project with a reduced scope of Professional Design Services.

#### **1.5 Funding Approvals**

The RFP has been released in advance of the formation of the Project funding accounts from the Government of Canada and OPL / City. The award of this Contract cannot be completed until these funding approvals have occurred. Failure to receive the entire budget from any party could result in a reduction in the size of the facility on both of the LAC or City side; removal of LAC entirely for a stand-alone City library only; or a complete re-planning of the Project.

#### **1.6 Availability of Document**

Copies of this Request for Proposal ("RFP") are available from the MERX Distribution Unit, telephone 1-800-964-6379 or via the Internet at [www.merx.com](http://www.merx.com). MERX is the official and sole distributor of this RFP and any addenda. If a Proponent obtains this document by means other than through MERX, the accuracy of the document and receipt of any addenda are the sole responsibility of the Proponent. The City relies on the electronic MERX advertisement to provide notice of this business opportunity and is not obligated to notify past or present suppliers in any other manner.



## **SECTION TWO – INFORMATION AND INSTRUCTIONS**

### **2.1 Definitions**

In addition to any terms defined within this RFP and its Annexes, the following terms shall have their respective meanings indicated below.

Unless otherwise specified, where a non-capitalized version of a term defined below in Table 1, or in the Amended Definitions set out in Article D.2 of ANNEX D is used in:

- STANDARD FORM OF CONTRACT FOR ARCHITECTURAL SERVICES – OAA DOCUMENT 600, 2008, as amended herein and found in ANNEX E of this RFP (“OAA Document 600, 2008”); or
- Amended Schedule A to OAA Document 600, 2008, Architect’s Services and City’s Responsibilities, as amended herein and found in ANNEX E of this RFP (“Schedule A to OAA Document 600”).

The non-capitalized version of the term shall have the same meaning as the term defined in Table 1 below or the Amended Definitions in Article D.2.

Table 1: Definitions

<b>Definition</b>	<b>Description</b>
Architect	The entity identified in this Contract as such who provides the Professional Design Services to, and Construction Administration for, the Project in the Contract. As such, the Architect may be represented by its Project Architect, Project Manager (Design) and/or Local Project Manager (Design). The use of the term “Contractor” in the City’s General Terms and Conditions shall have the same meaning as Architect.
Authorities Having Jurisdiction	An organization, office, department, agency, or individual, responsible for <i>inter alia</i> , establishing, enforcing, and/or ensuring compliance with any code, standard, regulation or statute applicable to the Project or for approving equipment, materials installation methods or procedures, used in the Project. Some examples of Authorities Having Jurisdiction include but are not limited to the Ontario Ministry of Labour, the TSSA, and the Office of the Fire Marshall of Ontario.
City	The City, through Infrastructure Services, shall be the entity for which these services are being procured and contracted with the Architect to deliver a joint facility. The City is represented by the Project Authority.

	Wherever the term Client is used within the body of the Contract it shall be synonymous with, and be replaced by, the term City.
Client	The Client means the City. The City and Client are interchangeable.
Client Advisory Team (CAT)	The group consisting of representatives from the City, OPL, LAC, and a third-party Project Manager (City) representative. Each party may include additional organizational representation as required throughout the life of the Project to supplement the CAT.
Client User Representatives (CURs)	The designated representatives from the OPL and LAC that engage with the Architect and others as the identified primary point of contact for each organization.
Construction	The application of all activities, materials and equipment necessary to construct the design and provide a facility fit for its intended use.
Construction Contract	The contract between the City and the Constructor for the Construction of the Project.
Constructor	The firm retained to provide construction services, labour, materials and equipment under a stipulated / fixed price to build the tendered design.
Consultant	Additional consultant firms retained by the successful Proponent and working under its direction to provide specific portions of the Professional Design Services.
Contract	Means the undertaking by the Parties (the City and the Architect) to perform all their respective duties, responsibilities and obligations, as set out in the Contract Documents. The use of the term; <ul style="list-style-type: none"> <li>• “contract” in the Definitions and General Conditions of the OAA Document 600, 2008; and</li> <li>• “Contract” in the City’s General Terms and Conditions,</li> </ul> shall have the same meaning as defined here.
Contract Documents	The Contract Documents consist of those documents listed in Article 2.5.3 - Table 2B of the RFP and amendments thereto. The use of the term Contract Documents in the City’s General Terms and Conditions shall have the same meaning as defined here.
Contract Price	The Contract Price is the price for the Professional Design Services required by the Contract and set out in the City’s Purchase Order. The Contract Price may be adjusted pursuant to the terms of the Contract for, <i>inter alia</i> , Additional Services or a reduction in the Professional Design

	Services. The use of the term Contract Price in the City's General Terms and Conditions shall have the same meaning as defined here.
Contract Requirements	Means that portion of the Contract, wherever located and whenever issued, consisting of the written requirements that describe the standards that the Professional Design Services must meet. The Contract Requirements are found in, <i>inter alia</i> , Annexes A, B, D, E, F, G and H. The Contract Requirements shall include any future planning requirements applicable to the Project.
Contract Term	Shall be as described in Article 2.2.1 Contract Term of this RFP.
Contracting Authority	The Contracting Authority is the Procurement Officer from Supply Services as identified in the RFP. The Contracting Authority or their designate has the authority to establish, on behalf of the City, a Contract between the Parties by the issuance of a valid Purchase Order and is responsible for all aspects related to the procurement process associated with this RFP.
General Review	Has the meaning ascribed to it at Article A2.6.2 of Annex A of this RFP.
Integrated Design Process (IDP)	An integrated design process involves a holistic approach to high-performance building design and construction. It relies upon every member of the Project team working collaboratively from the outset and sharing a common vision to create the greatest overall value as measured by the Project objectives, including sustainability.
Local Project Manager (Design)	Referred to in the related RFQ as Local Project Manager, the Local Project Manager (Design) represents the Project Manager (Design) in his/her absence and may hold the Architect's Certificate of Practice in the Province of Ontario. The Local Project Manager (Design) shall provide services from a local Place Of The Work within the boundaries of the City of Ottawa or the City of Gatineau.
Ottawa Central Library (OCL)	The building to be constructed by the Project, the joint facility housing the Functional Program for potentially both the OPL and the LAC, along with all common and shared spaces. However, as set out in this RFP, LAC's participation in the Project is subject to approval from the Government of Canada (which has not been given at this point). If LAC does not participate in the Project, the Ottawa Central Library will refer to the facility housing the Functional Program for the OPL. The OCL may also be referred to as the OPL-LAC Joint Facility.

Professional Design Services	Means the total of all the services, materials and equipment required by the Contract to be provided by the Architect. The use of the term Work in the City's General Terms and Conditions shall have the same meaning as Professional Design Services.
Project	The design and construction of the Ottawa Central Library as described in this RFP and its Annexes and Appendices.
Project Architect	The Lead Designer, in the employment of the Architect, for the Project representing the successful Proponent and responsible for achieving design excellence, meeting the Project requirements, undertaking the public engagement process and serving as Project ambassador.
Project Manager (City)	A firm or person who represents the interests of the City by providing professional project management services as defined by the City's scope of services.
Project Manager (Design)	Referred to in the related RFQ as Project Manager, the individual representing the Proponent, acting as the primary contact with the City related to the Professional Design Services for the duration of the Project, and responsible for the overall management of the Contract to ensure the Project remains on-time and on-budget.
Proponent	A Vendor, Partnership, or Joint Venture who submits, or intends to submit, a Proposal in response to this Request for Proposal.
Proposal	Proposal means the Architect's signed offer, including the Technical Proposal, the Financial Proposal and the Contractual Acknowledgment to complete all the Professional Design Services as described in the Contract Documents.
Project Authority	The Project Authority is the Director, Infrastructure Services, Planning Infrastructure and Economic Development Department at the City of Ottawa, or his/her designate.
Specialist	Additional consultant firms retained by the City and working under its direction to provide specific support to the services provided by the City.

## 2.2 Contract Term(s)

2.2.1 The Contract for Professional Design Services solicited in the RFP shall be divided into two distinct and separate terms:

2.2.1.1 Initial Term (Part 1) – The Initial Term of the Contract shall commence upon award of the Contract and, unless terminated in accordance with the terms of the Contract, shall extend until the City awards the Construction Contract. For the purposes of this section, the award of the Construction Contract shall occur upon the delivery by the City of written notice to the Constructor that it has been awarded the Construction Contract.

The Initial Term (Part 1) shall generally include the design of the Project, as detailed in, *inter alia*, ANNEX A, ANNEX F, and Schedule A to OAA Document 600. The Initial Term (Part 1) shall include, but is not limited to, pre-design phase, schematic design phase, design development phase, Construction Document phase and bidding / negotiation phase. The Contract Price for the Initial Term (Part 1) shall equal the sum of:

- the amount submitted by the Architect in Row A from the Table 11 at Section C.1 of ANNEX C; and
- at the option of the City, a portion of either of or both of the amounts submitted by the Architect in Rows C and D from Table 11 at Section C.1 of ANNEX C.

2.2.1.2 Renewal Term (Part 2) – At the option of the City, the Contract may be extended on the same terms and conditions as set out herein for the Renewal Term (Part 2). The Renewal Term (Part 2) shall commence upon the issuance of an amended Purchase Order for the Renewal Term and, unless terminated in accordance with the terms of the Contract, shall extend until the expiry of the one-year warranty period following the issuance by the City of a Certificate of Final Completion for the Project.

The Renewal Term (Part 2) shall generally include the Construction of the Project, as detailed in, *inter alia*, Schedule A to OAA Document 600. The Renewal Term (Part 2) shall include but is not limited to, the Construction phase (including Field Functions, General Review, Office Functions), and the post Construction phase. The Contract Price for the Renewal Term (Part 2) shall equal the sum of:

- The amount submitted by the Architect in Row B from the Table 11 at Section C.1 of ANNEX C; and

- If not previously included in the Initial Term, any unallocated amounts submitted by the Architect in Row C and D from the Table 11 at Section C.1 of ANNEX C.

The City shall have sole discretion as to whether to exercise the Renewal Term. The Initial Term together with the Renewal Term is referred to as the “Contract Term”.

- 2.2.1.3 As detailed in Schedule A to OAA Document 600, the Architect shall provide General Services (All Applicable phases), Coordination Services and services related to Negotiations with Authorities Having Jurisdiction as required, in each of the Initial Term (Part 1) and Renewal Term (Part 2), and shall distribute the cost of such services as appropriate in each of Rows A and B of Table 11 at Section C.1 of ANNEX C.

## **2.3 Inquiries and Addenda**

- 2.3.1 All inquiries regarding this RFP must be directed to the Contracting Authority specified herein. Inquiries and questions must be provided by email before the deadline to submit Inquiries identified in Article 2.12 – Proposed Schedule of RFP Events.
- 2.3.2 The Contracting Authority will provide responses to inquiries to all Proponents by written Addenda prior to the last day for issuance of Addenda as outlined in Article 2.12 – Proposed Schedule of RFP Events without naming the source of the inquiry. It is the responsibility of the Proponents to confirm that the Contracting Authority has received their inquiries. The Contracting Authority is under no obligation to respond to any or all inquiries.
- 2.3.3 Contracting Authority:

Carol Butler, Senior Officer, Procurement & Policy, City of Ottawa  
Email: [Carol.Butler@ottawa.ca](mailto:Carol.Butler@ottawa.ca)

## **2.4 Purchase Order**

- 2.4.1 As set out in Section 4.12.2 below and the Contractual Acknowledgment in ANNEX C of this RFP, the Contract shall come into existence and if applicable be extended, upon the issuance of the City’s Purchase Order(s). The Purchase Order will list and incorporate by reference all of the Contract Documents.

## **2.5 Order of Precedence**

- 2.5.1 The order of precedence for the RFP stage of this procurement and the Contract are set out in Tables 2A and 2B respectively on the next page.

2.5.2 For the purpose of the RFP stage of this procurement, if there is a discrepancy between the wording of one document and the wording of any other document, both of which appear on the list, the wording of the document which first appears on the list shall prevail. Later versions of the same document shall always govern over earlier versions.

Table 2A: Order of Precedence – Request for Proposals

Description
ISSUED ADDENDA TO RFP
REQUEST FOR PROPOSAL
ANNEX A – TERMS OF REFERENCE
ANNEX B – RATED REQUIREMENTS
ANNEX C – FINANCIAL PROPOSAL AND CONTRACTUAL ACKNOWLEDGEMENT
ANNEX F – OTTAWA CENTRAL LIBRARY JOINT FACILITY FUNCTIONAL PROGRAM
ANNEX D – AMENDMENTS AND SUPPLEMENTS TO THE OAA DOCUMENT 600, 2008
ANNEX E – OAA DOCUMENT 600, 2008,
ANNEX I – CITY’S SUPPLEMENTAL CONDITIONS
ANNEX J – CITY’S GENERAL TERMS AND CONDITIONS
ANNEX G – APPENDICES
ANNEX H – REFERENCE CODES, POLICIES, AND STANDARDS
ANNEX K – COMMERCIALLY CONFIDENTIAL MEETING REQUEST FORM
ISSUED ADDENDA – CITY OF OTTAWA REQUEST FOR QUALIFICATIONS NO. 30017-90610-Q01, ADDENDA 1-5
CITY OF OTTAWA REQUEST FOR QUALIFICATIONS NO. 30017-90610-Q01, DATED 19 MAY 2017
RESPONDENTS RESPONSE - REQUEST FOR QUALIFICATIONS NO. 30017-90610-Q01, DATED July 2017

2.5.3 For the purposes of the resulting Contract, if there is a discrepancy between the wording of one document and the wording of any other document, both which appears on the list, the wording of the document which first appears on the list shall prevail. Later versions of the same document shall always govern over earlier versions.

Notwithstanding the foregoing, any provision establishing a higher standard of safety, reliability, durability, performance or service by the Architect shall take precedence over a provision establishing a lower standard of safety, reliability, durability, performance or service.

Table 2B: Order of Precedence – Resulting Contract

Description
Purchase Order
ANNEX D – AMENDMENTS AND SUPPLEMENTS TO THE OAA DOCUMENT 600, 2008, as amended by any issued Addenda
ANNEX E – OAA DOCUMENT 600, 2008 , as amended by any issued Addenda
ANNEX I – CITY’S SUPPLEMENTAL CONDITIONS, as amended by any issued Addenda
ANNEX J – CITY’S GENERAL TERMS AND CONDITIONS, as amended by any issued Addenda
ANNEX A – TERMS OF REFERENCE, as amended by any issued Addenda
Issued ADDENDA to the RFP
ANNEX E - Schedule A to OAA Document 600
REQUEST FOR PROPOSAL (RFP)
ANNEX B – RATED REQUIREMENTS
ANNEX F – OTTAWA CENTRAL LIBRARY JOINT FACILITY FUNCTIONAL PROGRAM
ANNEX G – APPENDICES
ANNEX H – REFERENCE CODES, POLICIES, AND STANDARDS



ANNEX C – FINANCIAL PROPOSAL AND CONTRACTUAL ACKNOWLEDGEMENT
Proponent Proposal
ISSUED ADDENDA – CITY OF OTTAWA REQUEST FOR QUALIFICATIONS NO. 30017-90610-Q01, ADDENDA 1-5
CITY OF OTTAWA REQUEST FOR QUALIFICATIONS NO. 30017-90610- Q01, DATED 19 MAY 2017
RESPONDENTS RESPONSE - REQUEST FOR QUALIFICATIONS NO. 30017-90610-Q01, Closed on 13 July 2017

## 2.6 Site Visit

- 2.6.1 All Proponents are strongly urged to provide an email confirmation to the Contracting Authority for those who plan to attend the site visit at 557 Wellington Street, Ottawa on Tuesday, 19 June 2018 (10:00 am), as outlined in Article 2.12 Proposed Schedule of Events. Please be advised that all personnel attending the site visit will require a CSA approved hardhat and pair of CSA approved safety boots. All questions following the site visit must be submitted to the Contracting Authority in accordance with the instructions provided in Article 2.3 Inquiries and Addenda. Inquiries will be addressed by way of a written Addendum to the RFP.
- 2.6.2 At this site visit, no statement, consent, waiver, acceptance, approval or anything else said or done during the visit shall amend or waive any provision of the RFP or be binding on the City or be relied upon in any way by Proponent(s) or their advisors except when and only to the extent expressly confirmed in a written Addendum to the RFP.
- 2.6.3 The Proponent shall not be entitled to rely on any response or interpretation received at the Site Visit unless that response or interpretation is provided by way of a written Addendum to the RFP.

## 2.7 Fairness Commissioner

- 2.7.1 In order to ensure that all activities associated with the RFP process are carried out with fairness, openness, transparency, and in compliance with this RFP, the City has retained the services of an external Fairness Commissioner for this Project.

## **2.8 Commercially Confidential Meetings (CCMs)**

2.8.1 Proponents may request a two (2) hour Commercially Confidential Meeting (“CCM”) with the City, its partners and agents. Proponents may use the time to present their ideas, make confidential inquiries or confirm alignment of their conceptual ideas with the intent of the City and its partners. If a question posed by the Proponent is deemed by the City to be relevant to all Proponents the Proponent will be given the option to withdraw the question or to have any response distributed to all Proponents through an Addendum. Individual discussions at the meeting will be kept confidential and will not be shared with other Proponents. The session will neither be evaluated nor scored.

2.8.2 The City has set aside the following dates and times for these sessions which will be assigned by the City to Proponents and coordinated with the site visit date.

Wednesday, 20 June 2018, 9:00 am

Wednesday, 20 June 2018, 1:00 pm

Thursday, 21 June 2018, 9:00 am

Thursday, 21 June 2018, 1:00 pm

Friday, 22 June 2018, 9:00 am

2.8.3 CCMs will be held in Ottawa, Ontario. Proponents may request one of the meetings by submitting the CCM Request Form provided in ANNEX K to the Contracting Authority before the deadline outlined in Article 2.12 – Proposed Schedule of RFP Events. The requests will be handled on a first come, first served basis. Please ensure second and third options are also identified on the CCM Request Form.

## **2.9 Joint Venture Proposals**

2.9.1 Proponents who submit as a joint venture should indicate clearly that the Proposal is a joint venture.

2.9.2 The Proposal shall be signed by all 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 solicitation. If a Contract is awarded to a joint venture through the RFP process, all members of the joint venture will be jointly and severally or solitarily liable for the performance of the resulting Contract.

2.9.3 A Joint Venture is to be distinguished from:

- The relationship between shareholders of a corporation;
- The relationship between Partners in a Partnership (including a Partnership that is a limited Partnership or a limited liability Partnership); or
- The relationship between a Proponent who submits a Proposal and the Consultants proposed to perform some of the Professional Design Services.

2.9.4 Where a Proponent intends to submit more than one Proposal, including acting as a key participant in another Proponent's Proposal(s), the Proponents must describe the process they followed to ensure that their joint participation in the preparation of the Proposal did not cause a potential or actual conflict of interest and that there was and will be no collusion related to the procurement process and subsequent Contract. This description should indicate the following:

- That there were distinct and separate teams involved in the preparation of each Proposal;
- That there was not a single decision maker within either firm who would have had access to each Proposal;
- If compensation (e.g. a bonus) was to be awarded for the success or failure of the Proposals, what measures were taken to ensure that the participants were not involved in any form of collusion;
- The specific measures taken to establish ethical walls to avoid conflicts of interest and/or collusion, including but not limited to, the avoidance of information sharing between the two teams, including but not limited to, not having electronic access to shared technology (e.g. a common server where their Proposal response and related documentations were stored); and
- The specific measures taken to establish ethical walls to avoid conflicts of interest and/or collusion, including but not limited to, confidentiality agreements signed by the firm and employees involved in the development of the Proposals stating specifically that they would not share any confidential information with each other.

2.9.5 This information should be clearly identified and submitted at the same time as the Proposal response. The information provided must be limited to the requested information and it will not count toward the page limit.

2.9.6 The information provided will be reviewed by the City and the Fairness Commissioner in order to assess the reasonableness of the measures taken. A determination that the measures taken were unsatisfactory may lead to the disqualification of one or more of the Proponent's Proposals.

## **2.10 Rights Reserved**

2.10.1 Notwithstanding anything to the contrary in this RFP and without limiting any rights the City may reserve elsewhere in this RFP or may otherwise have at law, the City reserves the following rights, any or all of which the City may elect to exercise, at any time, in its sole and absolute discretion:

- 2.10.1.1 Accept or reject any or all Proposals submitted in response to this RFP;
- 2.10.1.2 Cancel, modify or suspend this RFP process at any time prior to or after the closing date;
- 2.10.1.3 Cancel this RFP process at any time prior to or after the closing date, and issue a new RFP for the same or similar deliverables;
- 2.10.1.4 Disqualify any Proponent or the Proposal of any Proponent who has engaged in conduct prohibited by this RFP;
- 2.10.1.5 Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- 2.10.1.6 Reject bids from Proponent firms convicted of corruption, collusion, bid-rigging, or any other anti-competitive activity unless they have received a pardon;
- 2.10.1.7 Award the Contract in part or in whole or negotiate with the preferred Proponent to reduce the scope of Professional Design Services including the partial or full removal of the LAC portion of the Project and proceeding with an Ottawa Central Library stand-alone facility;
- 2.10.1.8 Make changes, including substantial changes, to this RFP provided that those changes are issued by way of Addenda in the manner set out in this RFP;
- 2.10.1.9 Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to the City or the highest overall score;
- 2.10.1.10 Verify with any Proponent or with a third party any information set out in a Proposal;
- 2.10.1.11 Request written clarification or the submittal of supplementary written information in relation to the clarification request from any Proponent and incorporate a Proponent's response to that request for clarification into the Proponent's Proposal;
- 2.10.1.12 Waive formalities, technical defects, irregularities and omissions contained in a Proposal and accept Proposals which substantially comply with the requirements of the RFP;

- 2.10.1.13 Inspect any or all Proponent's equipment, certificates, references, financial or staffing capacity etc., prior to or after Contract award as applicable to the deliverables included as part of this RFP;
  - 2.10.1.14 Should the City receive no compliant Proposals, the City may reissue the RFP or may negotiate a Contract with a Proponent who has submitted a non-compliant Proposal without invalidating the procurement process;
  - 2.10.1.15 Conduct contractual negotiations with a preferred Proponent prior to the finalization or execution of a Contract with that Proponent;
  - 2.10.1.16 Terminate failed Contract negotiations with a preferred Proponent, without liability, and negotiate with the next highest ranked Proponent; or
  - 2.10.1.17 If, after any resulting Contract is awarded, the City terminates the Contract for any reason within six (6) months, even if the bid validity period has passed, the City may, at its option, request the next highest ranked Proponent, to enter into negotiations for potential award of a Contract, and if that Proponent confirms its Proposal remains open for potential acceptance, the City may enter into negotiations for potential award of a Contract.
- 2.10.2 Without limiting any of the City's other rights as set out in this RFP, the City shall not be obligated to accept the highest ranked, or any Proposal and reserves the right to accept, or reject any Proposal received, or to re-bid or cancel the Project in its entirety either prior to or after the closing date of the RFP.
- 2.10.3 Without limiting any of the City's other rights as set out in this RFP, in the event that the highest ranked bid received exceeds the estimated cost of the Project or LAC does not obtain Government of Canada approval to participate in the Project, the City reserves the right to:
- 2.10.3.1 Proceed with the Project with a reduced scope of Professional Design Services;
  - 2.10.3.2 Not accept the highest ranked bid or any Proposal;
  - 2.10.3.3 Re-bid or cancel the Project;
  - 2.10.3.4 Negotiate with any Proponent on the terms of a Contract for the Project without violating the terms of this procurement process;
  - 2.10.3.5 Modify the RFP through issuing Addenda;
  - 2.10.3.6 Reject any or all Proposals;
  - 2.10.3.7 Defer the Project to another time;
  - 2.10.3.8 Determine in its sole discretion what Proposals if any will be selected; or

- 2.10.3.9 Exercise any combination of the above rights.
- 2.10.4 If the City decides not to exercise its option to extend the Contract for a Renewal Term, the City is under no obligation to negotiate with or consider unsuccessful Proponents to this RFP process for the Professional Design Services intended to be provided during the Renewal Term (Part 2). Furthermore, in those circumstances, the City is free to retain another architect or engineer for those services using any procurement process available to it.
- 2.10.5 Under no circumstances shall the City be responsible for any costs incurred by any Proponent related in any way to its response to this RFP, including costs of preparation, negotiation and/or provision of any additional information respecting its Proposal.

## **2.11 Proponent's Investigations and Responsibilities**

- 2.11.1 By submitting a Proposal in response to this RFP, the Proponent certifies to the City that it:
- 2.11.1.1 Has carefully examined the RFP documents and has a clear understanding of all services required by the City as described in this RFP;
  - 2.11.1.2 Is in good standing with its creditors and financial institutions and is financially able to perform and meet any and all duties, liabilities and obligations as may be required of it under any Contract resulting from this RFP;
  - 2.11.1.3 Has been afforded the full opportunity to make any and all investigations relative to the terms and conditions set out within this RFP understanding that it is the City's intent that these form the basis and circumstances under which a contract will be performed;
  - 2.11.1.4 Has put forth all of its comments and/or questions with respect to this RFP over the period that inquiries were allowed for and affirms its agreement that the City has adequately responded to these concerns or questions in one matter or another either through direct response or through published Addenda; and
  - 2.11.1.5 Will not make any claims for extra compensation, damages or extension of time for completion of its Proposal from the City based on any alleged misunderstanding of this RFP or because of any lack of information concerning, or alleged misrepresentation of, the terms and conditions as set forth in this RFP.

## 2.12 Proposed Schedule of RFP Events

2.12.1 The following dates and times are subject to change at the City's sole discretion.

Table 3: Proposed Schedule of Events

Event	Date and Local Time
RFP Distribution	<i>29 May 2018</i>
Deadline to submit request for Site Visit	<i>05 June 2018</i>
Deadline to submit CCM Request Form	<i>05 June 2018</i>
Site Visit	<i>19 June 2018</i>
Commercially Confidential Meetings	<i>20-22 June 2018</i>
Deadline to submit Inquiries	<i>06 July 2018</i>
Last day for issuance of Addenda	<i>13 July 2018</i>
RFP closing	<i>23 July 2018</i>
Approximate Interview Dates	<i>17-21 September 2018</i>
Estimated Award of Contract	<i>December 2018</i>

## 2.13 Disclosure of Information

2.13.1 Proponents shall not disclose any details pertaining to their response to the RFP to anyone not specifically involved in their Proposal without prior written approval of the City either during or after this procurement process. Specifically, Proponents shall keep Proposal information confidential and shall not communicate with other firms pre-qualified to submit Proposals for this RFP.

2.13.2 Proponents shall not issue a news release or other public announcement pertaining to details of the RFP, their RFP Proposal, or the selection process, without the prior written approval of the City.

## **2.14 No Lobbying**

2.14.1 Proponents and/or team members and advisors must not engage in any form of political or other lobbying whatsoever with respect to the services in the RFP or seek to influence the outcome of the RFP process. In the event of any such lobbying, the City, at its sole discretion may at any time disqualify a Proponent or reject any Proposal by a Proponent without further consideration. All correspondence or communication by Proponents must be directed to the Contracting Authority.

## **2.15 Applicable Law**

2.15.1 Without limiting GC 9 of OAA Document 600, 2008 this RFP and conditions concerning Proponent Proposals presented in response to this RFP shall be governed in accordance with the City of Ottawa Procurement By-law No. 50 of 2000.



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## SECTION THREE – PROPOSAL RESPONSE REQUIREMENTS

### 3.1 Submittal of Proposal

- 3.1.1 All Proposals submitted in response to this solicitation shall be delivered and addressed to:

City of Ottawa  
Supply Services  
100 Constellation Drive  
4th Floor West Tower  
Ottawa, Ontario K2G 6J8  
Title: Request for Proposal – Professional Design Services for the Ottawa  
Central Library Project

- 3.1.2 Proposals shall be received **NO LATER THAN 3:00 PM LOCAL TIME ON Wednesday, 23 July 2018**. Proposals received after the above due date and time will not be considered, and will be returned, unopened, to the Proponent.
- 3.1.3 Proposals shall address all the Professional Design Services required by the Contract over the Initial Term and the Renewal Term.

### 3.2 Proposal Preparation and Submittal Instructions

- 3.2.1 Proposals should be divided into two (2) sections:

Section 1: The Rated Requirements; and  
Section 2: The Financial Proposal.

- 3.2.2 The sections should be physically distinct.
- 3.2.3 Pricing information, including hourly rates, should not be included in any section of the Proposal's Rated Requirements. Only the Financial Proposal section should include pricing for the Proposal.
- 3.2.4 Proposals submitting in joint-venture, partnership or similar shall identify one firm to act as the lead in terms of all contractual relationship matters with the City of Ottawa. This firm shall itself contract with all other firms and service providers required to deliver the full scope of services proposed and required to successfully deliver the Project. The lead firm shall carry all insurance and meet all other requirements of any resulting Contract with the City itself and on behalf of its subordinate firms.

### 3.3 Number of Copies

#### 3.3.1 Package One – Rated Requirements Proposal:

Proponents are requested to submit, in a separate **sealed** package, the following:

3.3.1.1 One (1) original paper copy (marked “Master Copy”), signed and dated.

The copy identified as the Master Copy shall take precedence should there be any discrepancy amongst either the paper or electronic Proposal sets;

3.3.1.2 Ten (10) paper copies (each marked as “Copy”); and

3.3.1.3 One (1) electronic copy in .pdf format provided on one (1) USB flash drive / key. The flash drive/key and the file both to be identified with *30018-90610-P01 TECHNICAL Proponents Name*.

- For example, flash drive/key marked: 30018-90610-P01 TECHNICAL ABC Company
- For example, file named: 30018-90610-P01 TECHNICAL ABC Company.pdf

#### 3.3.2 Package Two – Financial Proposal:

Proponents are requested to submit, in a separate **sealed** package, the following:

3.3.2.1 One (1) original paper copy (marked “Master Copy”), signed and dated.

The copy identified as the Master Copy shall take precedence over all other financial information provided;

3.3.2.2 One (1) paper copy (marked “Copy”); and

3.3.2.3 One (1) electronic copy provided in both .pdf and .xls (Microsoft Excel) formats on one (1) USB Flash drive / key. The flash drive / key and the files are to be identified with *30018-90610-P01 FINANCIALS Proponents Name*:

- For example, flash drive / key marked: 30018-90610-P01 FINANCIALS ABC Company.
- For example, files named: 30018-90610-P01 FINANCIALS ABC Company.xls and 30018-90610-P01 FINANCIALS ABC Company.pdf

3.3.3 Each copy should clearly identify the Proponent’s name, the RFP Number, the RFP due date and confirmation as to the contents represented within the copy.

### 3.4 Proposal Content – General

#### 3.4.1 Legal Name and Status

The Proposal shall state the correct legal name and legal status of the proposing entity and the correct mailing address.

### **3.4.2 Proponent Contact**

The name, telephone number and email address of the representative who may be contacted for clarification or other matters relating to the proposal should be provided.

### **3.4.3 Content**

3.4.3.1 The proposal should not exceed twenty-five (25) single sided 8.5" X 11" pages in 12-point font (Arial). Up to four (4) Spreadsheets for the detailed workplan, schedule and level of effort table may be submitted in 11" X 17" format; each spreadsheet will count as one page of the twenty-five (25) pages.

3.4.3.2 Résumés should be attached to the content of Proposal in the form of appendices, which will not count towards the page limit. Any other supplemental documentation that does not respond directly to the Terms of Reference and Rated Requirements, such as corporate literature, may be submitted on USB Flash drive / key. The City will not consider supplemental documentation submitted in the evaluation of Proposals.

3.4.3.3 The Proposal should be clear, concise, and should include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The Proposal should not simply rephrase or restate the requirement but rather should provide convincing rationale to evidence how the Proponent intends to meet the stated requirements. Proponents should assume that the Evaluation Committee has no prior knowledge of their facilities and experience and will base its evaluation solely on the information presented in the Proposal. Proposals should be submitted in a professional format, including a table of contents. Proposals should utilise the same numbering system as set forth in this RFP. Proposals should include the use of accurate reference tabs, if necessary.

## **3.5 Proposal Content – Financial Proposal**

3.5.1 Proponents are requested to submit their Financial Proposals following the format for pricing prescribed by the City under ANNEX C – FINANCIAL PROPOSAL AND CONTRACTUAL ACKNOWLEDGEMENT.

## **3.6 Proposal Validity**

3.6.1 Proposals shall remain valid and open for acceptance by the City for a period of one-hundred and eighty (180) calendar days, following the closing date for receipt of Proposals.

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## SECTION FOUR – EVALUATION AND SELECTION METHODOLOGY

### 4.1 General Evaluation and Selection Methodology

- 4.1.1 Proponents should address both the requirements of the Initial Term (Part 1) and any possible Renewal Term (Part 2) in their Proposals.
- 4.1.2 Proposals will be evaluated in accordance with the Rated Requirements identified in Article 4.5 and ANNEX B. Proponents are required to address these requirements sufficiently in their Proposals to permit a full evaluation of their Proposal. The onus is on the Proponent to demonstrate that it meets the requirements specified in this solicitation.
- 4.1.3 The City will evaluate the Proposal only on the documentation provided as part of the Proposal. References in a Proposal to additional information not submitted with the Proposal, such as website addresses where additional information can be found, will not be considered in the evaluation of the Proposal.
- 4.1.4 Assessment of the Proposal will commence after the RFP closing date.

### 4.2 Conduct of Evaluation

- 4.2.1 In conducting its evaluation of Proponents' Proposals, the City of Ottawa may, but will have no obligation to, do the following:
  - 4.2.1.1 Seek clarification or verification from Proponents regarding any or all information provided by them with respect to the solicitation;
  - 4.2.1.2 Contact any or all references supplied by Proponents to verify and validate and information submitted by them;
  - 4.2.1.3 Request, before award of any contract, specific information with respect to a Proponent's legal status;
  - 4.2.1.4 Conduct a review of the Proponents' financial capabilities to determine if they are adequate to meet the requirements of the solicitation; and
  - 4.2.1.5 Interview, at the sole cost of the Proponents, any Proponents and/or any or all of the resources proposed by Proponents to fulfill the requirement of the solicitation.
- 4.2.2 Proponents will have the specified amount of time as indicated in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the Proposal being declared non-responsive.

### **4.3 Evaluation Committee**

4.3.1 An Evaluation Committee comprised of representatives from the City, OPL, and external Subject Matter Experts as required, facilitated by Supply Services and monitored by the Fairness Commissioner will review all Proposals received and score the Proposals using a “consensus” approach. The City reserves the right to engage other professional external or internal Specialists to assist it with the evaluation process.

### **4.4 Steps in the Evaluation and Selection Process**

- 4.4.1 By submitting a Proposal, the Proponent agrees to be bound by the process set out in this solicitation regarding the conduct of this solicitation and the evaluation of Proposals.
- 4.4.2 The City reserves the right to conduct the steps listed in Table 4: Steps in the Evaluation and Selection Process in parallel, concurrently or in a different order than identified. Evaluation of a step by the City shall not necessarily indicate that the Proponent has passed any or all preceding steps.

Table 4: Steps in the Evaluation and Selection Process

<b>Step</b>	<b>Evaluation Stage Description</b>	<b>Evaluation Points</b>
1.	Technical Proposal Rated Requirements	64
2.	Interviews	16
3.	Evaluation of Financial Proposals	20
4.	Due Diligence	Not Rated
5.	Selection of Preferred Proponent	Not Rated
6.	Negotiations	Not Rated
7.	Conditions Precedent to Contract Approval	Not Rated
8.	Contract Approval	Not Rated
9.	Debriefing	Not Rated
	<b>Total points available</b>	<b>100</b>

#### 4.5 Step One – Evaluation against Technical Proposal Rated Requirements

4.5.1 Proposals will be evaluated and scored in accordance with the Rated Requirements of this RFP as outlined in ANNEX B and following the Scoring Guide defined in Table 5 below.

Table 5: Response Scoring Guide

Score	Description of Response	Criteria
100%	Response is excellent	The City has determined that the Proponent's response to the rated requirement is excellent. <i>For example, all specified factors of the requirement have been addressed in persuasive detail.</i>
85%	Response is very good	The City has determined that the Proponent's response to the rated requirement is very good. <i>For example, most specified factors of the requirement have been addressed to varying degrees with some addressed minimally.</i>
70%	Response is satisfactory	The City has determined that the Proponent's response to the rated requirement is satisfactory. <i>For example, the specified factors of the rated requirement meet the basic requirements.</i>
50%	Response is less than satisfactory	The City has determined that the Proponent's response to the rated requirement is unsatisfactory. <i>For example, the specified factors of the requirement have been addressed minimally or nominally.</i>
30%	Response is inadequate	The City has determined that the Proponent's response to the rated requirement is inadequate. <i>For example, the response does not address many of the specified factors of the requirement, or the Proponent did not provide any substantiating documentation or evidence in support of its response.</i>
0%	Not Responsive, Not Relevant or Not Discussed.	A requirement has not been responded to.

- 4.5.2 A summary of the Rated Requirements is outlined in Table 6 below. Further details are provided in ANNEX B.

Table 6: Rated Requirements

Item No.	Rated Requirements	Maximum Points
R.1	Project Vision	12
R.2	Design Approach	26
R.3	Project Management	12
R.4	Project Delivery	14
	<b>Total</b>	<b>64</b>

#### **4.6 Step Two – Interviews**

- 4.6.1 Proponents are required to achieve a minimum overall score of 70% (44.8 out of 64 points) on rated requirements R.1.1. – R.4.2 as defined by ANNEX B – RATED REQUIREMENTS. Failure to achieve the minimum score will render a Proposal non-responsive and subject to the rights set out in Article 2.10 of this RFP, it will be given no further consideration.
- 4.6.2 Proponents that have achieved the overall minimum score of 70% on rated requirements R1.1 – R.4.2 will be invited to attend an interview. The following members of the Proponent's team should be present for the interview: the Project Architect, the Project Manager (Design) and the Local Project Manager (Design).

Table 7: The Interview

Item No.	Interview	Maximum Points
R.5	Interview	16

- 4.6.3 The City will provide all Proponents with a minimum of five (5) business days' advanced notice of the date and time of their Interview. At this time, all Proponents will also be provided with any additional instructions. The information provided will be the same for all selected candidates and will have been submitted to the Fairness Commissioner for review and finalizing prior to the closing of the RFP solicitation period. All interviews shall occur at a City of Ottawa location within the geographical boundaries of the municipality. All costs incurred by a Proponent for its interview shall be borne by the Proponent.

4.6.4 Proponents are required to achieve a minimum overall score of 56 out of 80 points or 70% on Step One – Rated Requirements and Step Two – Interview as defined in ANNEX B – RATED REQUIREMENTS in order to proceed to Step Three – Evaluation of Financial Proposals. Failure to achieve the minimum score will render a Proposal non-responsive and subject to the rights set out in Article 2.10 of this RFP, it will be given no further consideration.

#### **4.7 Step Three – Evaluation of Financial Proposals**

4.7.1 A summary of the Financial Requirements is provided below in Table 8.

Table 8: Financial Requirements

<b>Services</b>	<b>Requirement</b>	<b>Maximum Points</b>
ANNEX C, Article C1	Total Evaluated Price	20

4.7.2 Points for Table 11 – Basis of Payment Professional Design Services, Row E) Total Evaluated Price in Article C1 of ANNEX C will be awarded based on the percentage difference between the Proponent’s financial offer and the lowest responsive financial offer. The lowest responsive financial offer will receive the full awarded points and other financial offers will be allocated points pro-rata to the extent they exceed the lowest responsive financial offer. The formula used to calculate the awarded points as well as an example is provided below.

#### **Figure 1: Financial Calculations**

$$\text{Full points} - \left[ \frac{(\text{Financial Offer}) - (\text{Low Cost Responsive Offer})}{(\text{Low Cost Responsive Offer})} \right] \times \text{Full Points} = \text{Awarded Points}$$

Example: One Proponent’s financial offer is \$100, and the lowest responsive financial offer is \$99. The lowest responsive financial offer would be awarded the full points (20 points in this example) while the Proponent that offered \$100 would be awarded 19.79 points.

$$20 - \frac{(\$100.00 - \$99.00)}{\$99.00} \times 20 = 19.79 \text{ awarded points}$$

4.7.3 If the application of this formula results in a negative score for any Proponent, a score of zero will be given.



4.7.4 Financial Proposals should be submitted in the form attached as ANNEX C – FINANCIAL PROPOSAL AND CONTRACTUAL ACKNOWLEDGEMENT. Where an estimated volume of service has been identified, it is for the sole purpose of comparing Proposals only. While this estimated volume of services has been carefully prepared based on past and anticipated future requirements, the City is not bound by the estimate provided.

4.7.5 The Proposal must be submitted in Canadian dollars. Financial Proposals expressed in a currency other than Canadian dollars will not be considered.

#### **4.8 Step Four – Due Diligence**

4.8.1 The City, at its sole discretion, may conduct a due diligence phase to review the certainty, reasonableness and comprehensiveness of a Proponent's Proposal. The City may seek clarification of any of the elements contained in the Proposal. Proponents are expected to cooperate in providing clarification on any of the components of their Proposal. Proposals that fail to satisfy the due diligence phase may not be given any further consideration at the sole discretion of the City.

4.8.2 Proponents may be required, and shall diligently do so if requested by the City, to furnish supplemental information concerning their Proposals. Generally, diligently shall mean within forty-eight (48) hours of such notice being given by the City.

#### **4.9 Step Five – Selection of the Preferred Proponent**

4.9.1 Subject to the rights it has reserved for itself in this RFP, the City intends to recommend the award of Contract on the basis of "best overall value" to the City as determined by the Proposal which:

- Has achieved a minimum score of 56 out of 80 points or 70% overall on Step One – Technical Rated Requirements and Step Two - Interview;
- Has a completed, signed and submitted ANNEX C – FINANCIAL PROPOSAL AND CONTRACTUAL ACKNOWLEDGEMENT; and
- Achieves the highest combined score in the evaluation of Step One, Two and Three.

4.9.2 See Article 4.4 – Steps in the Evaluation and Selection Process for the breakdown of the points for the basis of selection.

4.9.3 The City reserves the right to clarify any contractual term. Any substantial non-conformity in the Proposal as determined by the City, however, shall be deemed non-responsive and the Proposal rejected.

#### **4.10 Step Six – Negotiations / Contract Finalization**

- 4.10.1 The City reserves the right to enter into negotiations with the preferred Proponent regarding any and all aspects of their Proposal. The City is under no obligation whatsoever to enter into negotiations with either the preferred Proponent, or any other Proponents who respond to this RFP.
- 4.10.2 Should negotiations with the preferred Proponent fail to result in the formalization of a Contract, the City may, in its sole and absolute discretion, enter into negotiations with the second ranked Proponent. Should those negotiations fail, the next ranked Proponent may be invited to participate in negotiations. This sequence could continue until either a Contract is finalized, or the City decides not to proceed with the Project.

#### **4.11 Step Seven – Conditions Precedent to Contract Approval**

- 4.11.1 The successful Proponent recommended for award is required to meet, at the sole discretion of the City, the following provisions as pre-conditions of entry into contract:
- Complete, sign, and submit the Contractual Acknowledgement form attached as part of ANNEX C to the RFP;
  - Prior to issuance of a Purchase Order, provide proof of Insurance as identified in ANNEX D – AMENDMENTS AND SUPPLEMENTS TO THE DEFINITIONS AND GENERAL CONDITIONS OF THE OAA DOCUMENT 600, 2008.

#### **4.12 Step Eight – Contract Approval**

- 4.12.1 Following the selection of the successful Proponent, a recommendation for Contract award will be made to the appropriate approval authorities at the City.
- 4.12.2 Once all the preceding steps have been completed it is the City's intent to issue a Purchase Order contracting with the successful Proponent as defined in this RFP.

#### **4.13 Step Nine – Debriefing**

- 4.13.1 Proponents are entitled to request a debriefing from the City of how their Proposal was evaluated. Debriefing sessions will be scheduled by the Contracting Authority following Step Eight - Contract Approval of the evaluation process. Debriefing sessions shall be conducted for the sole purpose of providing constructive and instructive feedback to a Proponent. A debriefing session will only involve a review of how the City considered and evaluated a particular Proponent's Proposal and will not include disclosure of any aspect of the City's evaluation of other Proposals received from other Proponents.

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**ANNEX A – TERMS OF REFERENCE****A1. GENERAL SCOPE OF PROJECT**

The general scope of this Project is described in this RFP and its Annexes and Appendices, including but not limited to ANNEX F – OTTAWA CENTRAL LIBRARY JOINT FACILITY FUNCTIONAL PROGRAM.

**A2. SCOPE OF Professional Design Services REQUESTED**

The Architect shall carry out the Professional Design Services in accordance with the Contract Documents. Without limiting the foregoing, the scope of the Professional Design Services are described in, *inter alia*, Schedule A to OAA Document 600, this ANNEX A – Terms of Reference, ANNEX B – Rated Requirements and ANNEX F – Ottawa Central Library Joint Facility Functional Program. The Professional Design Services are added, clarified, modified, and/or augmented services by the requirements detailed in ANNEX A – TERMS OF REFERENCE.

Upon award of Contract for the Initial Term (Part 1) and the award of any Renewal Term (Part 2), the Architect shall be responsible for performing all Professional Design Services described in the Contract, in a conscientious and professional manner.

The Architect and its Consultant team shall be highly experienced in the delivery of relevant projects of similar size, scope, complexity and dollar value. The Architect team shall include high quality staffing with clear roles and responsibilities. The City requires a building that meets functional needs, represents the best in design excellence, is technologically innovative, and environmentally sustainable.

**A2.1 Architectural Cash Allowances**

The following Cash allowances are incorporated into Row D of Table 11 at Article C.1 in ANNEX C – FINANCIAL PROPOSAL:

**Cash Allowance 1 – Travel as requested by the City**

Reimbursable Expenses Cash Allowance for potential design team travel to visit various central library and archives facilities outside the Ottawa Region (See ANNEX D – AMENDMENTS AND SUPPLEMENTS TO THE DEFINITIONS AND GENERAL CONDITIONS OF THE OAA DOCUMENT 600, Item AD8). All travel shall be pre-approved by the Project Authority.

**\$50,000 excluding HST**

**Cash Allowance 2 – Preparation and Printing of Presentation Materials**

Printing requested by the City outside of the Contract items identified in ANNEX A - A3 Deliverables.

**\$20,000 excluding HST**

### **Cash Allowance 3 – Additional Consultants**

Services requested by the City outside of the Consultants listed in Article 2.4.1 of ANNEX A or otherwise contained in this RFP and as agreed to by the Architect.

**\$260,000 excluding HST**

### **A2.2 Changes to the Contract**

The Architect shall detail in writing the extent and reasons for any requested change to the Contract and obtain written approval from the Project Authority as to the acceptance of the change. Acceptance of changes to the Contract does not necessarily result in “Additional Services” to the Architect.

Without limiting the foregoing, the Architect shall notify the Project Authority in writing of any changes that the Architect anticipates to the:

- Project schedule;
- Construction budget;
- Scope of services;
- Program of requirements; and/or
- Architect or Consultant team.

### **A2.3 Additional Services**

The Architect shall notify the Project Authority when changes to the Contract result in Additional Services to the Architect. The Architect shall not commence any Additional Services without prior written approval from the City by way of an amended Purchase Order. Should the Architect proceed with performing any Additional Services without such approval, the Architect does such Professional Design Services at its sole risk. Reimbursement for such services may be paid by the City at the City’s sole discretion.

Additional Services can only be the result of the following criteria:

- Feasibility and Cost Analysis for proposed changes, additions and/or reductions in scope of the Project after written approval by the Project Authority, including but not necessarily limited to the gathering, identifying, and cataloguing of the additional needs;
- Written instruction by the Project Authority that results in additional scope to the Project;
- Unforeseen circumstances not contained within the Contract and which could not reasonably have been foreseen by the Architect through the application of reasonable diligence;
- Conflicting instructions by Project Authority; and
- Schedule changes outside of the control of the Architect.

The inability of the Architect to deliver the Project within the mutually agreed budget cannot be the sole basis for Additional Services, unless the additional costs are outside the control of the Architect. The following shall not be considered Additional Services:

- Delivery of the same scope of Professional Services within an increased budget;
- Cost reduction services should the Architect's design be over budget;
- Reductions to design elements, building systems and components;
- Reductions in the program to meet the Construction Budget; and
- Changes to the design resulting from cost reduction exercises.

## **A2.4 General Services**

### **A2.4.1 Consultant Team / Services and Coordination**

For this assignment, the Architect will manage a team of Consultants as will be required to implement the full scope of the Project and comply with the requirements, best practices, guidelines or similar of the Ontario Association of Architects (OAA), Professional Engineers Ontario (PEO) and other relevant professional associations for the coordination of its Consultants. The Architect shall coordinate with reference standards which include, but are not limited to, OAA; Practice Tips PT.27 (v1.0), Coordination of Consultants; 21 May 2012.

The Consultant team shall include individuals or firms either in house with the lead team or as specialist Consultants that will provide expertise both, specifically and indirectly, in the following (but not limited to) disciplines:

- Architecture;
- Civil Engineering;
- Structural Engineering;
- Mechanical Engineering;
- Electrical Engineering;
- Library Layout and Operations;
- Archives;
- Interior Design;
- Displays and Exhibits;
- Third-Party Commissioning Leader (CL);
- Building Envelope;

- Building Code;
- Quantity Surveyor / Cost Estimator;
- Vertical Transportation;
- Landscape Architecture;
- Information Technology including network architecture and IT Security;
- Indigenous Consultation Specialist;
- Audio Visual;
- Security;
- Acoustics;
- Lighting;
- Traffic Engineering;
- LEED™ Implementation & Certification;
- Signage(s);
- Public and Stakeholder Engagement, including Communications;
- Energy Modelling;
- Conferences and events;
- Furniture, Fixtures & Equipment (FF&E);
- Food services / catering;
- Hard and soft modelling;
- Hi-definition renderings and promotional materials;
- Value Engineering facilitation;
- Parking and traffic control; and
- Door Hardware.

#### A2.4.2 External Specialists Engaged by the City

The City anticipates engaging Specialist services throughout the Project. The engagement of these Specialists does not alleviate the Architect from any scope of services as outlined in this RFP. The City may require some of these Specialists be directly retained by the Architect as Consultants. In that case, these Consultants will be carried by the Architect under Cash Allowance 3 – Additional Consultants (Article A2.1).

The City will engage the following Specialists:

- Project Manager (City);
- Program Adherence;
- Design Review;
- Geotechnical Engineer;
- Environmental Engineer for Site Remediation;
- Archaeology;
- City's Commissioning Agent (CCA);
- Surveyor – topographic and legal;
- Utility locates and investigations including video of existing civil works;
- Third party testing and inspections including, but not limited to:
  - Concrete;
  - Building Envelope including roofing;
  - Steel;
  - Soils Compaction;
  - Asphalt; and
  - Masonry.
- Quantity Surveyor Reviewer;
- Indigenous Champion;
- Security Advisor;
- Website Designer;
- Developer to create online tools for communications and public engagement;
- Automated Book Delivery Specialist;
- Furniture Specialist;
- Shelving Specialist;
- Third Party Design Review; and
- Move Coordination Services.

#### A2.4.3 Permit Applications

The Architect shall prepare all necessary documentation to submit, monitor and respond to Authorities Having Jurisdiction on all required applications. The City will act as agent on all applications and will pay all associated fees. This includes, as a minimum, submittals for:

- Site Plan Approval, includes submission to the City's Urban Design Review Panel (UDRP);
- Building Permit;
- Ministry of the Environment (MOE) for storm water management and generator approvals;
- Rideau Valley Conservation Authority (RVCA) permit;
- National Capital Commission (NCC) – Federal Land Use, Design and Transaction Approval (FLUDTA), including multiple submissions to the Advisory Committee on Planning, Design and Realty (ACPDR);
- Roadway Modification Permits; and
- Committee of Adjustment, if necessary.

#### A2.4.4 Project Management

The Architect shall provide internal design project management related to its services throughout the design, tendering, construction and warranty periods, to assist the City with the following:

- Scope control during design development phase;
- Communication management internally and with third parties;
- Client communication management;
- Quality assurance and control of design documents;
- Cost monitoring and control of design deliverables;
- Schedule monitoring and control of deliverables;
- Risk identification and management;
- Management of the Public Engagement process;
- Monitoring of Construction Schedule; and
- Overall Construction Administration management.



The City shall provide project management oversight throughout all phases of the Project through a third-party agent to be retained and internal Project resources in order to manage the overall Project components.

## **A2.5 Initial Term (Part 1) - Planning and Design Services**

The Architect shall ensure that the pre-design, schematic, design development, Construction Document, and bidding / negotiation phases, as set-out in Amended Schedule A to Document 600 is executed in accordance with ANNEX F - Ottawa Central Library Joint Facility Functional Program.

### **A2.5.1 Design Guiding Principles**

The Architect shall produce a design that complies with the Contract Requirements. The Contract Requirements include, but are not limited to, the following:

- Design Objectives, General Planning Criteria, Joint Project Parameters and Physical Planning Principles as outlined in the Ottawa Central Library Joint Facility Functional Program, found in ANNEX F;
- Adherence to or compliance with the documents, plans and drawings, site information and initial LEED™ scorecard identified in ANNEX G;
- Design excellence through the implementation of best practices in order to generate a fully coordinated and coherent final product;
- Significant architectural and civic presence, achieving an iconic building landmark status and maximizing a fully integrated site environment;
- Application of best practices in urban design and integrated principles to achieve meaningful pedestrian connection at every edge of the Project in order to contribute to an active and dynamic streetscape and neighbourhood identity;
- Promotion of individual mental health by creating a sense of welcoming, community involvement, interaction between different age groups, and building of the community;
- Creation of a safe, secure and welcoming environment;
- Integration of universal accessibility;
- Sustainability to reduce operating costs, reduce energy consumption, reduce greenhouse gas emissions, use durable materials, enhance waste diversion, improve air quality and create a healthy and productive workplace for all employees and visitors;

- Recognition of the joint and complementary usage of the facility by both the OPL and LAC;
- Reflection of the location within the Capital Region of Canada including reference to Indigenous peoples, nature, and cultural heritage;
- Adherence to the Functional Program and effective and efficient flow of all elements including people, services and vehicles; and
- Achievement of the approval of the Project Authority for the Construction Documents within the total Construction Budget.

#### **A2.5.2 Project Design Meetings**

In conjunction with the Project Authority, the Architect shall communicate, but not necessarily in person, with the Client Advisory Team (CAT) as required (approximately every two (2) weeks) for the schematic design, design development, Construction Document, and bidding / negotiation phases. The Architect shall record, prepare and distribute minutes in an electronic format to all attendees and persons identified on the distribution list within three (3) business days following the meeting. The Architect shall also provide an agenda for all meetings that is distributed in an electronic format to all attendees and persons identified on the distribution list a minimum of two business days prior to each meeting.

Other regular supplementary meetings may be required with the CAT that will focus on the more detailed design elements to provide appropriate and supplementary operational and technical input from various experts as required; including but not limited to, security, information technology, and public engagement.

#### **A2.5.3 Engagement and Consultation**

Consultation and engagement will be critical to the success of the Project. The City will be responsible for preparing an overall engagement plan, spanning the entirety of the Project. As Project ambassador, the Architect is responsible for preparing, leading, and delivering the Design Process Engagement and Consultation (DPEC) Plan.

The DPEC Plan must be iterative in process, ensuring a flexible approach that allows for responsiveness to the information and ideas received by various stakeholders.

As bilingual institutions, all engagement shall be offered in both English and French, and the Architect's team must include both English and French-speaking representatives at all public events.

The DPEC Plan shall incorporate identified key stakeholders (see details below), including public consultation, indigenous community engagement, and noted stakeholders. Engagement and Consultation activities must occur at regular intervals, which include, but are not limited to:

- Pre-design to secure input for developing concepts relative to stakeholder roles and responsibilities;
- Schematic design (during and after) to demonstrate incorporation of the initial concept and schematic design comments and illustrate progress of the design;
- Draft design to present the design to stakeholder groups; and
- Final design reveal demonstrating the facility that will be developed through to Construction Documents.

As a minimum, the Architect is required as part of the fixed professional services fees (outside of the disbursement allowances) to identify key engagement and consultation practices through a DPEC Plan that includes as follows:

- Prepare a DPEC Plan that identifies the:
  - Role of the Architect as ambassador and media spokesperson to the design engagement process;
  - The role of the Architect as lead and coordinator of the DPEC plan and specifies roles for the City, OPL and LAC (note, some specifics included below);
  - Engagement and Consultation framework including:
    - Innovative methods available for engagement, along with recommended approaches;
    - The engagement objectives and issues for each of the Project stages;
    - Approaches for reporting, and resolution of, issues throughout the engagement process; and
    - Summary reports of each engagement activity, along with a master summary.
  - An evaluation framework and methodology to measure success of the DPEC Plan; and
  - Workplan with identified deliverables and timelines.

Lead and coordinate the process for specific stakeholder engagement of the following, but not limited to, identified groups at the local, provincial (Ontario), and national levels:

- Public (see A. below);
- Indigenous community (see B. below);
- Elected Officials and Board Trustees;
- City Advisory and Standing Committees (e.g. Accessibility, Environment);

- Employees of City, OPL, and LAC;
- Galleries, Libraries, Archives, and Museums (GLAM sector);
- Academic institutions (universities, libraries);
- Library advocates (e.g. Friends of the Ottawa Public Library Association (FOPLA) and Friends of Library and Archives Canada (FLAC));
- Government of Canada departments and agencies (e.g. National Capital Commission, Canadian Heritage);
- Groups representing marginalized persons, persons with disabilities, etc.;
- Arts communities; Tourism organizations; and BIAs and Community Associations; and
- Program partnering organizations (e.g. Writers festival, Canada Council for the Arts).

As part of the DPEC Plan, the following two key stakeholder groups must be included.

**A. Public Consultation:**

Recognizing that the public plays a prominent role as ultimate users of the facility it is critical to obtain their input into the design process, and ensure that those comments are reflected in the final design. In developing the public consultation component, the plan must consider the local and national nature of this facility and seek appropriate feedback to meet the broader public need.

- Develop a plan for public consultation that includes:
  - Identification of relevant key participants, including roles and responsibilities;
  - Recommended innovative consultation and engagement approaches and communications tactics in order to gather input from the public\*;
  - National outreach process targeting LAC clients;
  - Process for meaningfully soliciting and recording public comments;
  - Process for documenting and reporting input from public participants (recognizing federal and municipal privacy legislation), and how the information will be utilized in the design process; and,
  - Workplan with deliverables and timelines.

\* Approaches may include: community open houses / information sessions, design charrettes, or active community engagement sessions; online and in-person surveys or opinion research; and website and social media content.

**B. Indigenous Consultation:**

The OPL-LAC Joint Facility will be situated on the Traditional Territory of the Algonquin Anishinabe Nation. This territory was historically, and continues to be, a gathering place for Aboriginal people. It will be critical to ensure the presence

of Indigenous spirit within the design of new OPL-LAC facility. To achieve this, the DPEC Plan shall include an approach to:

- Develop and deliver innovative consultation activities reflective of the culture of the indigenous community that includes:
  - Relevant key participants, including roles and responsibilities;
  - Recommended culturally-responsive engagement approaches, and communications tactics;
  - Process for meaningfully soliciting and recording indigenous community comments;
  - Process for documenting and reporting input from participants (recognizing federal and municipal privacy legislation), and how the information will be utilized in the design process; and
  - Workplan with deliverables and timelines.
- Advocate for and promote the OCL within the Indigenous community.

#### Implementation of the DPEC Plan

As part of the DPEC Plan implementation, and upon approval of the final approach, the Architect is responsible to:

- Prepare presentation material for each of the activities, presented in a medium appropriate for the size of audience and venue;
- Provide presentation information to the CAT for review and Project Authority's approval in advance of all presentation events and meetings;
- Attend, with the CAT and senior staff, key public functions (allow 12) relating to this Project, including but not limited to, meetings with OPL Board Trustees, City of Ottawa Councillors, NCC Board, Government of Canada staff and Federal Ministers to present the Project along with associated briefing and debriefing sessions for each;
- Attend, with the CAT, key planning activities with Authorities Having Jurisdiction, including but not limited to, meetings with ACPDR (allow 4), UDRP (allow 2) and the City's Accessibility Advisory Committee (allow 2) to present the Project along with associated briefing and debriefing sessions for each;
- Attend key engagement, consultation, media and promotional events including, but not limited to, the design unveiling and official opening;
- Provide notices and communications material for the engagement activities to the CAT for review and Project Authority's approval in advance of all events and meetings;

- Language requirements: the Architect shall provide all display materials, text, and audio-visual content related to architectural and technical presentations in English. All materials must be designed to accommodate bilingual content;
- Accessibility requirements: All printed or web-based (including audio-visual) materials must be compliant with the City's Accessibility guidelines, including Web Content Accessibility Guidelines (WCAG) 2.0. All in-person events and meetings must meet accessibility guidelines regarding facility access, etc.; and
- Design requirements: provision of design elements, visuals / graphics (other than logos), and content for use in a variety of media formats and channels.

As part of the DPEC Plan, the City will:

- Provide facilities for in-person events in Ottawa;
- Provide French translations of display and communications material;
- Provide simultaneous translation services (English and French) as may be required for public / community events; and
- Provide and manage communications channels to promote public events and engagement opportunities.

#### A2.5.4 Integrated Design Process (IDP)

The Architect is ultimately responsible to produce a fully integrated design between all disciplines and Consultants that achieves the Design Guiding Principles as outlined in Article A2.5.1. This shall include as a minimum:

- Coordination of all disciplines to develop a comprehensive set of documents;
- Effective formal design reviews and process;
- Use of Building Information Modelling (BIM) to ensure the different physical building components are effectively located and coordinated between all design disciplines thereby eliminating interferences;
- Advanced mechanical, electrical, structural, civil and landscape designs to ensure full integration of building systems early into the design process;
- Coordination of design development and tender documents among all disciplines and between OPL, LAC and City to allow a fully integrated design to follow through the City's procurement process, inclusive of all scope within the tender documents;

- Integration of all interior elements, materials, and finishes, including systems furniture, shelving, equipment and other necessary furniture to provide a cohesive design solution in a compact and meaningful design;
- Full integration of landscape elements to allow the interflow of spaces between the interior and exterior environments;
- Chairing IDP meetings related to the design and use of joint OPL and LAC spaces, as well as, the coordination of individual systems, components and materials; and
- Designing to allow for future fit-up of potential revenue generating or third-party spaces, such as a café or shop.

#### A2.5.5 Value Engineering (VE) Sessions

As part of the schematic design phase, the Architect shall lead a two-day Value Engineering session with the CAT to review the design and determine value added options to investigate and potentially improve the design. Two additional one-day Value Engineering sessions will be led by the Architect during the design development phase and 60% Construction Documentation phase. The Architect will be required to lead the session using an independent facilitator from the Consultant team. The sessions should include participation by relevant technical leads from the Architect's team. The Architect will provide a follow up report on the session with recommendations for review by the CAT.

Value added options may not necessarily decrease capital costs. Value added options may include but are not limited to:

- Building location on the site;
- Building System and component integration options;
- Relationship of OPL to LAC elements;
- Alternative materials;
- Optimization of spaces;
- Life cycle cost considerations;
- Maintenance, operation and utility costs;
- Capital cost considerations;
- Optimization of construction; and
- Constructability issues.

Participants in the schematic design VE session shall include the Client User Representatives ("CURs"), representatives of the major design disciplines from the Architect and technical advisors selected by the CAT.

At a suitable time proposed by the Architect during design development phase, the Consultants shall undertake a VE session with a team selected by the City, OPL, and LAC staff in order to review the major design components and

systems, associated costs and confirm directions required going forward. At the 60% Construction Document phase, the same group will meet to confirm changes implemented and savings realized at the previous sessions, and to resolve any further changes or outstanding issues of significance.

#### **A2.5.6 Building Communication and Information Technology**

The Architect's Consultant team would benefit from relevant experience and appropriate expertise working on municipal, federal government or similar IT projects, but does not necessarily require experience working on OPL and/or LAC projects, to deliver this innovative component of the Project scope. The Architect will be responsible to design a flexible, and integrated communication and IT system that meets the requirements of the Functional Program, including future-proofing, in consultation with the CAT.

The Architect shall develop and submit for review and approval by the City, in conjunction with the CAT, an IT protocol for the new facility. The strategy will identify technologies to be adopted, consideration for future upgrades and integration of all building components with systems to meet the unique needs of both OPL and LAC. The Architect will oversee and ensure successful implementation of the protocol and related system, the support of which shall extend through the one-year warranty period.

The Architect shall also supervise and guide the Constructor during the Construction, implementation, commissioning and turnover of this system to the City. The following general principles may apply:

- The IT and Communications Systems infrastructure will primarily consist of a Main Telecom Room (MTR) and sub-rooms that house the cabling system, networking equipment and any wireless systems equipment. The room construction must meet Government of Canada (GoC) construction standards for security and access control, as well as power and environmental conditioning;
- In conjunction with the CAT, the Architect shall prepare design drawings, specifications and Construction Documents that coordinate and differentiate between the Constructor's scope and that of the City;
- The IT cabling could be included as a cash allowance in the Construction contract to be coordinated by the City with a separate IT Equipment tender to be installed at the end of the Construction;
- Base-building rooms that require IT connections, such as elevator rooms, mechanical rooms and electrical rooms, or any other kind of metering, will be included in the Contract Documents; and
- During Construction, the Architect shall ensure that a detailed Wi-Fi survey is performed by the Constructor in order to provide final locations for the Wireless Access Points.



#### A2.5.7 High Performance New Construction (HPNC) Design

The Architect is responsible to pursue and achieve available incentives through Hydro Ottawa's [High Performance New Construction Program](#) (HPNC) and/or Enbridge's [Savings by Design](#) Program for projects of specified size and complexity.

The program offers the Architect Design-Builder and principal designer to obtain rewards for specifying, designing, installing, and commissioning high performance equipment. There are two potential program tracks for the Architect to follow for HPNC.

1. Engineered: This track provides a simplified, streamlined path for pursuing incentives for the design's lighting and/or Unitary AC measures only. The project must have a minimum Estimated Incentive of \$1,000 to be eligible. Qualifying lamps must be [Energy Star](#) certified or [DLC](#) approved to be incentive eligible.
2. Custom: This track provides incentives to building owners and design decision-makers (architects or professional engineers) for exceeding the electricity efficiency specified in the Ontario Building Code. Incentives are based on the project modelled energy performance and the program provides a modelling incentive for custom projects. The Project must have a minimum estimated incentive of \$5,000 to be eligible for the Custom Track.

The Architect must determine if incentives are achievable to support the OCL Project. This determination must include an assessment of the value of these incentives and a determination of their eligibility for the Project. If the City determines that an incentive program is applicable, the Proponent will oversee and manage the identification, preparation, and submission of all applications and documentation to ensure program requirements are met and any eligible incentives are obtained on behalf of the City of Ottawa payable to the City.

The City requires the Architect to lead this process and apply for the grant. It should be noted that the time to design, apply, and manage the program is non-billable time and must be included within the Proponent's Total Evaluated Price of ANNEX C.

Energy modeling for each building is required to be completed using the HPNC accepted software using American Society of Heating, Refrigeration, and Air-conditioning Engineers (ASHRAE) data. Grant money will be paid directly to the City then paid to the Architect in the form of a change order bonus.

#### A2.5.8 Audio-Visual (AV) System

The Architect's Consultant team shall include a designated member or firm with relevant experience and appropriate expertise working on innovative audio-visual projects of a similar complexity and scale to deliver this component of the Project scope. The Architect will be responsible to design, define, secure, oversee installation and ensure commissioning of a flexible integrated audio-visual system including software and programming that meets the requirements of the Functional Program (ANNEX F), in consultation with the CAT.

The Architect's team shall engage a Senior Systems Designer to identify and document relevant audio-visual equipment and costs to facilitate the program requirements and to:

- Develop in conjunction with the CAT a client needs assessment that meets the joint and unique requirements of both OPL and LAC;
- Identify and document equipment and AV infrastructure needed for collaboration as result of client needs assessment;
- Identify and estimate costs of implementation (new equipment, licensing, one-time costs, ongoing costs, integration and configuration / programming, etc.); and
- Working with the CAT, incorporate all necessary equipment, software and AV systems infrastructure that conforms to the assessed requirements of both the OPL and LAC into the Construction Documents.

#### A2.5.9 Security

The Architect's Consultant team shall design the building to be safe, secure, and welcoming. Design shall incorporate Crime Prevention through Environmental Design (CPTED) principles. The Consultant team shall design and implement a security system to be utilized and connected to the City's Integrated Security Management System (ISMS) and closely coordinated with OPL's and LAC's security requirements. The Architect will review the Project's Functional Program and prepare coordinated architectural hardware specifications and Electrical drawings with security hardware system requirements and placement of devices specified by the City's Security Advisor working with the CAT.

The Architect shall specify all electrical and data conduits, outlet boxes, required electrical outlets, building hardening enhancement and mounting boards, necessary for the installation of the security system and co-ordinate through the Project Authority with the City's Security Advisor, and OPL and LAC resources to identify the required security components.

In conjunction with the City's Security Advisor, the Architect's Security Consultant shall prepare a Threat and Risk Analysis (TRA) for the site, exterior and interior

of the facility following CPTED principles. The TRA shall define the physical security principles and social awareness that will be used as design parameters for the site, the building perimeter openings, and secure access from a potential parking facility to the building.

All security matters and documentation must be kept strictly confidential. Security devices defined by the Security Advisor shall not be shown or identified on the tender documents. All final security design shall be reviewed and approved by the City's Security Advisor and the CAT.

It is expected that the Architect's scope of security services shall include as a minimum:

- Completion of the TRA;
- Use of CPTED principles and Criteria in the overall design;
- Preparation of a facility security design outline;
- Development with OPL and LAC staff security protocols related to their operations;
- Completion of a state-of-the-art security design and specifications, with flexibility for upgrading of equipment over the life of the building;
- Design an intrusion detection and access control for the building, and video surveillance of the immediate surroundings, as required;
- Assisting the CAT with the preparation of a Security Management Program and incident response process including emergency building lockdown;
- Reviewing and monitoring of the Constructor's comprehensive "Construction Site Security Program";
- Design physical space and equipment to accommodate on-site security presence; and
- All security and management processes needed to respond to the Canadian Policy on Government Security and respect to physical security principles, including security zones, are set out by the RCMP's latest guidelines, which will be distributed to the successful Proponent.

#### A2.5.10 Infrastructure and the Site

Given the proposed location of the Project, the Architect shall engage the services of a Civil Engineer with experience working on City of Ottawa projects or those in dense urban areas involving complex infrastructure.

As part of the Professional Design Services, the Architect shall include:

- Locating the building on Parcel 1 of 557 Wellington Street.
  - Currently, the site is divided into Parcels 1, 2, 3 and 4 for use by the OCL. The site has sufficient area for the OCL Project (from Commissioner Street to Brickhill Street), refer to ANNEX G - Appendices - Appendix 2 - Legal property Sketch;
  - The site has an area of 9,569 m<sup>2</sup> (103,100 ft<sup>2</sup>); and
  - The remaining parcel of land to the South-West of Brickhill Street will not be part of the Project and may be sold at a later date for future development.
- Designing for protection both during and after Construction Work, of the adjacent mass transit underground infrastructure, as part of the Light Rail Transit (LRT) project;
- Designing the building to provide connectivity with planned Multi-Use Pathways (MUPs) and other pathways to include an integrated connection to the Pimisi LRT station, NCC Lands, and Urban Parklands in a welcoming and accessible manner (Refer to ANNEX G - Appendices - Appendix 3 - Multi Use Pathways & Pimisi Station adjacent 557 Wellington Street);
- Coordinating the design with the different projects and challenges within and adjacent to this site including but not limited to the environmental remediation, Combined Sewage Storage Tunnel (CSST) project, LRT project, temporary utility sheds on site, and projected future road works;
- Designing in consideration of the hydro easement for LRT's TPSS (Transit Power Substation) duct bank and high-pressure water main running adjacent the Albert Street setback; and
- Developing advanced tender packages and contract administration for environmental remediation and other site preparation based on technical input by a City-engaged environmental Specialist.

#### A2.5.10.1 Public Realm

The public realm is the exterior spaces and site elements around the building, which are publicly accessible, including but not limited to, plazas, entrances, open spaces, and programming areas, along with public right-of ways, pedestrian sidewalks and multi-use pathways. These spaces support or facilitate public life and social interaction through its urban interaction, site animation, orientation, approaches, landscaping, and exterior features. The Architect shall integrate into the exterior access to the building with an interface to the public realm, in accordance with ANNEX F, Functional Program.

The following elements will be incorporated into the design of the building;

- Promoting exterior ground level experience from public accessed sides of the building, including the Albert Street streetscape;
- Designing to maximize the site's historic views and enhanced topography;
- Integrating the landscaping plan and its elements on site;
- Maintaining a direct and accessible connection between the new facility and Pimisi LRT station;
- Maintaining a credible and accessible connection between the new facility and downtown core; and
- Providing universal accessibility to all site elements and linkages to other pedestrian cycling routes.

#### **A2.5.10.2 Cellular Utility Sheds**

As part of the Project, the Architect shall integrate and relocate the temporary cellular utility buildings for the LRT tunnel and associated support functions into the design of the building. The following equipment will be required to be incorporated into the design of the building;

- Bell P25 emergency Radio equipment ( including 12m antenna);
- Telus and other carriers cellular equipment;
- Emergency Generator or integration into other emergency systems;
- Electrical interface panel and Hydro Ottawa connection; and
- Interconnection between the various equipment, including conduits from the LRT Tunnel.

Currently located adjacent to the OCL site off of Commissioner Street, the current temporary cellular structures obstruct the protected views. The utility sheds are being installed on a temporary basis with the acknowledgement that the equipment will be relocated as part of the OCL Project, with the expectation the equipment could be located in a potential parking garage. The relocated equipment must be the shortest possible distance from the existing location (Refer to ANNEX G - Appendices - Appendix 4 - TELUS Equipment located on 557 Wellington Street).

Any cabinets or equipment that must remain in the existing location, shall be designed to be as visually discreet as possible and not interfere with the users, pathways and exterior programming spaces of the site. Landscaping must be incorporated in the design to hide any fenced area or equipment to provide an improved view from and to the site.

#### **A2.5.10.3 Albert-Slater Corridor Realignment**

The West-Sector Albert-Slater corridor reconstruction will be a complete street rebuild from Empress Avenue to Bay Street. The re-construction of these arterial roads will involve the re-grading of the street to reduce the

slopes to improve accessibility. Overall, the new design will simplify the area road network, support local transit service to the OCL, and enhance connectivity of all modes of travel to the OCL (refer to ANNEX G - Appendices - Appendix 5 – Albert - Slater Corridor Redevelopment Drawings).

The proposed new alignment of Slater Street west of Empress Street will result in the widening of land parcels opposite the OCL to allow for greater public use and development. Other new parcels of land closer to Bronson Avenue will create more intuitive traffic circulation.

The realignment of Albert Street will result in the loss of the 10-metre road allowance setback along the Albert Street face of the site. The proposed street cross section results in the widening of sidewalks, dedicated raised cycle tracks with protected intersections, and improved connectivity, visibility and safety. Existing trees along Albert Street are to be salvaged or protected as part of the new layout. In addition to the dedicated bus lane and transit stop, the plan allows for additional school bus lay-by and potential short-term parking for the OCL. The proposed grading plan in ANNEX G - Appendices - Appendix 5 - Albert - Slater Corridor Redevelopment Drawing shows the elevation of Albert Street to be raised from Commissioner Street to the mid-block crossing and then sloping down from the mid-block to Empress Street, which will result in a virtual flat slope along the frontage of the OCL.

The construction of the Albert-Slater Corridor in the West Sector is expected to parallel the Construction timing of the OCL. The Architect and Consultants shall coordinate their design with the Engineers for the Albert Slater project to ensure continuity of Work, especially related to civil works and utility connections.

#### **A2.5.10.4 Zoning By-law and Official Plan Amendments**

The City has received Official Plan Amendment and Zoning By-law Amendment applications to permit the development of the new Ottawa Central Library (557 Wellington) and concept plans for a mixed-use development consisting of high-rise buildings (584 Wellington) and mid-rise buildings (550 Albert).

On February 8, 2017 Council approved the property at 557 Wellington as the site for the new Central Library and the applications will allow for this to occur. The Re-zoning and Official Plan Amendment application is expected to be tabled at Planning Committee City of Ottawa Council during the month of June 2018 and followed by a 20 day appeal period.

The Official Plan Amendment seeks to amend the Central Area Secondary Plan by re-designating 557, 584 and part of 587 Wellington and 550 Albert to mixed-use (most of the area is currently designated residential) and by increasing the maximum permitted building heights from six and eight storeys to 25 storeys at 584 Wellington Street and from six to 12 storeys at 557 Wellington Street.

The Zoning By-law Amendment does not apply to 550 Albert. The application requests to amend the Zoning By-law to permit a range of residential, commercial and institutional uses at 557, 584 and part of 587 Wellington Street and to increase the maximum building height from 20 metres to 40 metres at 557 Wellington Street and from 20, 25 and 33 metres to 83 metres (25 storeys) at 584 Wellington Street. The review process will determine the appropriate zone for the lands in question.

The *Planning Rationale and Design Brief* submitted in support of the applications provides more details on the requested amendments (Refer to ANNEX G - Appendices - Appendix 6 - Planning Application Design Brief). The massing concepts are shown only for illustrative purposes.

All submission material can be accessed online at [www.ottawa.ca/devapps](http://www.ottawa.ca/devapps).

Before the OCL Construction can proceed, the applicant must submit a Site Plan Control application to the City of Ottawa - Planning Department for approval. The public will be notified when an application is submitted and will have an opportunity to comment on aspects of the site like the building massing and design, public realm and landscaping, and pedestrian amenity spaces.

#### A2.5.10.5 Combined Sewage Storage Tunnel (CSST)

The City of Ottawa has commenced construction work on the CSST project which is a storage tunnel under Ottawa's downtown to be utilized during storm events to avoid sewage discharge in the Ottawa River. The last portion of this tunnel will be bored through the upper layers of the bedrock immediately below the OCL site as shown in ANNEX G - Appendices - Appendix 7, CSST Design Drawings.

The Architect shall design the building structure to protect the CSST below. Any structure from above cannot be loaded on the tunnel or its zone of influence (5 m from the centreline of the pipe), as such transfer beams / slabs must be designed to convey the load to either side of the tunnel.

The boring machine will exit the shaft constructed at the end of the yet-to-be built Empress Street extension. The exit shaft and connection to the Booth Street Collector were constructed by RTG as part of the LRT project.

The boring machine is expected to be exiting the shaft in mid-2019. The odour control facility adjacent to the OCL is expected to be completed in late 2020. The CSST contractor will be accessing their site enclosure using Brickhill Street.

The Architect, through its civil engineer, shall incorporate the relevant information provided in ANNEX G of this RFP including all documents, plans and drawings, and site information in delivering its Professional Design Services.

#### **A2.5.11 District Energy System**

The option of receiving heating and district cooling thermal energy service from the Energy Services Acquisition Project (ESAP) District Energy System (DES) needs to be considered for the new Ottawa Central Library facility as described ANNEX G - Appendices - Appendix 8 - District Energy Service Offering.

ESAP is the Public Services and Procurement Canada (PSPC) initiative that oversees the modernization of the National Capital Region (NCR) DES, converting them from existing steam and high temperature hot water (HTHW) systems to low temperature hot water (LTHW) systems.

The Architect, with its mechanical and other relevant Consultants shall review and provide a technical-based assessment as to the merits of this option, compared to the other conventional systems options.

This technical based assessment (business case) shall analyze qualitative and quantitative data as well as risks associated with district energy versus other heating and cooling options to determine the recommended Value for Money option. This study will look at both capital and operating costs over a 30-year period.

The business case shall be performed on a schedule that allows adequate time for review and decision by the CAT and its reflection in the Project design brief. The technical assessment will be considered by the CAT, in addition to environmental benefit and other factors, when determining whether to adopt the District Energy System for the OCL facility.

#### **A2.5.12 Parking**

In February 2017, City staff were directed to undertake a detailed study into the parking requirements related to the OPL-LAC Joint Facility in order to clarify the expected need for public parking at the facility. Recommendations on this analysis will be brought to Council for consideration in spring 2018. A potential underground parking facility would be financed, maintained, and operated by the City of Ottawa, independently from the OPL and LAC. Additional information



resulting from a Council decision will be communicated to all Proponents through the issuing of an Addendum.

The Proponent at a minimum shall provide for surface and bicycle parking.

Surface Parking - The general scope of the Professional Design Services shall include:

- Limiting above-ground parking with consideration for the site, access / egress, adjacent traffic flows, optimal spacing and stall size, site grading, and lighting;
- Incorporating access to the underground loading dock and potential parking facility to be as inconspicuous as possible, with minimal interference with the public realm;
- Designing access for temporary parking, drop-offs, bus lay-by, and universal accessibility;
- Screening as much as possible; and
- Balancing demands for parking with sustainability initiatives.

Bicycle parking - The general scope of the Professional Design Services shall include and consider:

- Designing of ample bicycle parking (approximately 120 spots) which will likely far exceed the LEED™ requirements for the anticipated use of the facility;
- Located in proximity to the front entrance; and
- Provision of covered parking above ground and additional secure bicycle parking within the underground parking facility.

#### A2.5.13 Leadership in Energy and Environmental Design (LEED™)

In accordance with the City's Green Building Policy for the Construction of Corporate Buildings, the Ottawa Central Library facility shall be designed, constructed and certified to a minimum LEED™ v4 Gold certification. The Architect will include a LEED™ BD+C accredited professional with v4 experience throughout the duration of the Project.

The Architect will be responsible for:

- Registering the Project with the Canada Green Building Council (CaGBC) and ensuring payment of applicable fees by the City;
- Completing a LEED™ scorecard for review by the CAT and approval by the City prior to confirming the sustainable design approach. The City will be seeking at a minimum the following requirements:

- 18 points in the Energy and Atmosphere category including Enhanced Commissioning by the Third-Party Commissioning Leader (CL) to be retained by the Architect;
  - 8 points Water Efficiency – Reduction, Cooling Towers and Metering; and
  - 2 points in the Materials and Resources - Construction and Demolition Waste Management.
- The preliminary draft LEED™ score card, as found in ANNEX G - Appendices - Appendix 9 - LEED™ v4 Scorecard, shall be used as a guide and starting point, and includes information for the Architect's team:
  - Items in the 'Y' column are strongly preferred;
  - Items in the '?' are optional and up to the Architect to design accordingly and choose the applicable credits; and
  - Items in the 'N' column, based on the City's evaluation, may not be achievable, are undesirable, or are the responsibility of the City to pursue and as such should not be considered by the Architect at this time without prior approval by the Project Authority.
- Using an IDP approach with all Consultants and Specialists to achieve the most environmentally sustainable and efficient design that achieves a minimum LEED™ v4 Gold certification within the allocated budget;
- Preparing, managing, and submitting all required certification documentation to the CaGBC in a timely manner;
- Responding to all CaGBC queries regarding the documentation and submittal; and
- Obtaining final LEED™ v4 Gold certification from the CaGBC and submitting copies to the City.

#### A2.5.14 Signage

In addition to the building code required signage, the Architect shall design and assist with the procurement for the following classes of signage, which will form part of the overall Construction Cost:

- Interior spaces and markings;
- Interior wayfinding signage including marquees;
- Interior building including individual room identification;
- Exterior pylon signage including parking lot directional and entrance;
- Exterior building mounted facility naming and other branding;
- Donor recognition;

- Interior programming information technology to be used by OPL, LAC or third party with content provided by the CAT;
- Labelling of mechanical and electrical systems as part of Commissioning Plan;
- Fire safety plans, as required; and
- Building plaques, LEED™ v4 plaque, either land based or on building (coordinate dedication location).

The Architect shall provide the design and coordination for interior and exterior signage to include way finding, building identification signage, operational and life-safety signage. All signage shall be bilingual or alternatively use pictograms. The Architect shall comply with the City's most current Visual Identity signage standard, Signage By-Law and other applicable By-laws and standards as well as OPL and Government of Canada signage requirements including those in ANNEX H.

#### A2.5.15 Public Art

In accordance with the City's Public Art Policy, the approved public art budget for the City portion of the Project includes an amount valued at approximately \$718,000 or 1% of the OPL-related Construction Budget that will be allocated for Public Art including building modifications to accommodate the art installation. The OCL Project represents a significant opportunity for the inclusion of contemporary artwork(s) that will heighten the public appreciation of an already inspiring building design.

The intent of this policy is for the Public Art Program to select an artist or artist team through a competitive process to produce artwork(s) integrated with the Project. The artist(s) will be selected early in the design process (prior to completion of design), to allow a seamless integration of the artwork(s) into the architecture or landscape. Following procurement of the artist(s), the Public Art Program's role will be oversight for purposes of contract administration of the artist and policy compliance with the coordination and management of the Public Art conducted by the artist in coordination with the Architect.

Public Art may take the form of a standalone or architecturally integrated artwork, digital artwork and other visual art forms. The Public Art Program recognizes that public art is a constantly evolving visual expression. Depending on the selected artist(s) approach to Public Art (integrated, stand-alone or other) the fabrication and installation of artwork(s) may be managed directly by the artist **or** by the Architect in collaboration and coordination with the artist. Regardless, the Architect shall be responsible for the design, engineering, coordination and implementation of the base building modifications, including structural and

electrical modifications, necessary to support the installation of the selected artwork(s).

To comply with the Public Art Policy, the Architect will be required to provide the following services:

- Support to the Public Art Program throughout the process by attending meetings with CAT and shortlisted artists; prepare preliminary architectural plan(s) (PDF / JPG) for inclusion in the Public Art process; provide written description of Project and potential art sites for Public Art; review submittals and participate as a jury member for the two-stage process, including multi-day working sessions to shortlist and final artist selection;
- Working collaboratively with the selected artist(s) early in the design, (prior to completion of design) to develop a process to allow a seamless integration of artwork into the architecture and or landscape;
- Recognize and champion the importance of artistic excellence consistent with the standards and guidelines as outlined in the Public Art process;
- Ensure fair and equitable involvement of the artist(s) on the design team and provide support and coordination of the artwork(s) at all stages including preliminary design, final design, tender and construction, fabrication and installation as detailed in the Public Art Policy;
- Identify locations suitable for artwork installation(s) in consultation with the artist and CAT with an integrated approach that holistically considers art, architecture, landscape, signage and wayfinding;
- Review the Artist's concepts and provide comments on engineering, constructability, suitability of materials, safety, security, maintainability, compliance with specified material standards, and design of the artwork concept(s);
- Coordinate the final artwork installation into the Project with the artist(s) and the City, working collaboratively to resolve any issues;
- Utilize Project Architect and Engineer Services to produce, review and stamp drawings of artwork(s) as required to meet permit approvals and the safety of the public;
- Attend meetings for artwork coordination during design and implementation phases;
- Address any implications of the artwork project across all design disciplines during the design, engineering, construction and implementation phases of the Project;

- Coordinate the integration of the artwork(s) into the overall architectural finishes to ensure complete integration from a design, specification, tender package, material selection and construction perspective;
- Coordinate the preparation by the Constructor of the site and structural supports and utilities as required to receive the artwork;
- Design lighting to properly illuminate artwork, working in collaboration with the artist; and
- Collaborate with the CAT, with respect to any sustainability / maintenance issues related to the fabrication, construction or integration of the artwork.

Base building modifications necessary to accommodate the Public Art shall be included within the proposed base Construction Budget as an artwork Cash Allowance or included as part of the Construction Documents used for bidding for Construction. The substitution of standard architectural finishes for alternative materials or designs by the artist that result in an increase in the Construction Cost will be applied against the art budget.

The Architect shall comply with most current Public Art Policy and other applicable By-laws and standards including those in ANNEX H – Reference Codes, Policies, and Standards.

The contracted artist(s) will be required to adhere to the responsibilities as set out in the Public Art Terms of Reference and artist Supply Agreement that include but are not limited to the following:

- Act as an integral member of the design team in all phases in the implementation of the Public Art;
- Participate in meetings with the design team, community stakeholders and or committees as required;
- Develop integrated artwork concepts such as drawings and 3-D models or maquettes for approval by the CAT in coordination with the Architects;
- Present preliminary artwork concept(s) for review at the schematic design submission;
- Present preliminary designs for review by the Architect, CAT and Public Art Program, including cost estimates, material samples, fabrication, installation and maintenance plan;
- Collaborate with the design team to refine and finalize the approved preliminary design including approved cost estimates, materials, and fabrication, installation and maintenance plans and schedule. Prepare any final drawings depicting both the fabrication and installation of artwork(s) as

well as the attachment / integration details to any site component as jointly developed with the design team;

- Provide interpretive text for a plaque to accompany the artwork;
- Manage the fabrication and installation, as appropriate, or inspect and oversee the artwork fabrication as coordinated by the Architect. If the Architect requires to inspect the artworks by the artist outside the site, the artist shall coordinate such inspections with the City; and
- Supervise the integration and/or installation of the artwork by sub-contractors / others and support the City in a review of artwork installation.

#### A2.5.16 Accessibility

The Architect's design for the Project, including all of the spaces for both the OPL and LAC, shall have exemplary universal accessibility for all building and site elements, exceeding the requirements of the latest City of Ottawa's Accessibility Design Standards ("OADS") as a minimum base standard for design. The Architect will be required to:

- Demonstrate an understanding of the principles and practices identified in the OADS by incorporation into the OCL facility design;
- Attend meetings (allow 3) with representatives the CAT to solicit input before and during design development phase;
- Design in order to:
  - Encourage the inclusion and integration of diverse communities, appreciating differences, while promoting a common goal to make Ottawa a more accessible place to live, work and play for everyone;
  - Prevent and remove obstructions that create exclusion;
  - Reference accessibility standards in the areas of customer service, information and communication, employment, transportation and the built environment, developed under the overriding Accessibility for Ontarians with Disabilities Act (AODA);
  - Recognize that people with varying types of disabilities comprise an increasing proportion of the population demographic, including seniors; and
- Present the design to the Ottawa's Accessibility Advisory Committee (AAC) to obtain comments and then adjust the design if required, with the approval of the CAT, to respond to the comments received.

The Architect shall comply with and/or exceed the most current Accessibility Design Guidelines and other applicable By-laws and standards including those listed in ANNEX H – Reference Codes, Policies, and Standards.

**A2.5.17 Occupational Health and Safety (OHS)**

In addition to the health and safety design requirements of the Ontario Building Code, the Architect shall also take in to account the regulations addressing and relating to health and safety of the City, OPL and LAC employees when operating and maintaining the building and site to the extent set out in the Ontario Occupation and Safety Act and other applicable By-laws and standards including those listed in ANNEX H– Reference Codes, Policies, and Standards.

**A2.5.18 Site Verification and Coordination of Existing Information**

The City will provide electronic copies of any existing legal surveys, underground utilities and other anticipated future construction work around the site to the Project team. Updated site information will be provided by the City as it becomes available. The Architect will be required to identify the scope of additional site verification and measurement where deemed required. After receiving verified and measured site and building components, the Architect shall provide updated CAD drawings to the City's standards. Existing Environmental and Geotechnical Reports can be found in ANNEX G - Appendices - Appendix 10 - Environmental Reports and Appendix 11 - Geotechnical Reports).

Any required site verification services may be purchased through the applicable Cash Allowance related to the adjusted slopes and grading of proposed construction work to adjacent properties, including Albert and Slater Street re-alignments. The site verification and measurement services will accurately record the relevant information required to achieve the indicated Project deliverables, and to produce accurate Construction drawings. The drawings submitted must accurately reflect the existing conditions to ensure that the CAT is reviewing and approving an achievable product at every phase. Working with the City, the Architect shall accurately plot (3-D) subsurface conditions of the CSST and LRT tunnels, including any tiebacks or other hindrances.

The level of accuracy for the Project shall accommodate normal tolerance of the construction industry for the Construction of similar buildings.

**A2.5.19 Interior Design & Space Fit-up Services**

The Architect shall provide the following interior design and related services to create spaces that balance offering unique user experiences with highly functional buildings to support operations for the OPL and LAC. Furniture, fixtures and equipment shall be identified to support the interior design intent while providing value and aesthetic appeal, and meeting ergonomic requirements, as well as integrating into the overall design vision, as found in the ANNEX F, Functional Program.

**A2.5.19.1 Existing Asset Review:**

- The inventory of existing furniture and equipment to be re-used will be provided by the OPL and LAC (initial investigations indicate that virtually no OPL furniture will be reused and only specific items from LAC inventories);
- The Architect will incorporate the existing furniture into its overall interior design concept; and
- Develop cost estimates for refurbishing and relocating of any furniture and equipment proposed for reuse by OPL and LAC.

**A2.5.19.2 Furnishing Layouts and Selection:**

The Architect shall:

- Select finishes and colours for refurbished furniture; recommend new furniture options complete with finishes and colours;
- Prepare generic furniture layouts in all areas in order to determine the most suitable arrangement for both new and existing furniture in a cohesive design for both OPL and LAC, while still maintaining the individual identities of each organization and supporting operational requirements;
- Coordinate layouts with power and IT requirements developed during design;
- Secure approval of furniture selections and layouts from the CAT;
- Develop a preliminary new furniture, finishes and equipment plan with unit and initial total costing for the integrated OPL, LAC and common areas including both hard and soft furnishings;
- Develop generic furniture standard footprints into detailed specifications for detailed pricing;
- Develop custom furniture solutions with detailed specifications for pricing;
- Develop lists of furniture specifying all items by areas with associated estimate pricing for both standard and custom scope;
- Provide dimensions to installation supplier for provision of installation drawings;
- Design for systems furniture layout, including electrical and IT connections; and
- Provide plan of staff numbers / names for location plans.



#### A2.5.19.3 Furniture, Fixtures, Equipment and Systems

The Architect shall provide Furniture, Fixtures and Equipment (FF&E) personnel with extensive public library and archives experience to ensure the OPL and LAC needs are met with all aspects of this Project. The Architect's scope of Professional Design Services shall therefore include as a minimum, the requirements to:

- Design and select specialty library equipment and systems, furniture and shelving;
- Develop innovative furniture and interior designs for consideration by the CAT;
- Develop innovative design to ensure protection of library materials in public access areas;
- Develop innovative design to ensure protection of LAC's archival materials while maintaining necessary access;
- Develop specialty documents for library FF&E to be procured and installed independently of the Construction contract;
- Identify the requirements with all stakeholders including users, IT, security and AV for all furniture, fixtures and equipment, specify and locate on furnishing plan;
- Identify backing requirements and other modifications to base building in order to accommodate furniture, fixtures and equipment such as mechanical, HVAC, electrical, IT, AV and security;
- Integrate special equipment into furniture plans, including exterior landscaping element;
- Develop specifications and procurement documents for all required FF&E; and
- Determine costing for all identified furniture, fixtures and equipment by area and secure approval from Project Authority for inventory of items.

#### A2.5.19.4 Acquisition

The Architect shall provide:

- Locate to scale on plans all furniture, systems furniture, shelving, computers, sorting system and other equipment for procurement of FF&E items;
- Coordinate request for responses to bidders;

- Participate with the Project Authority in bid evaluations, and recommendation of contract awards to CAT;
- Coordination with City retained Move Coordinator in order to ensure receipt and installation of furniture, equipment and other on-site move activities;
- Verify delivery times, prepare deficiency reports and coordinate correction; and
- Reserve exclusive City, OPL and LAC rights with manufacturers.

#### A2.5.20 Commissioning Services

The Architect shall retain the services of a Third-Party Commissioning Leader (CL) who shall be the primary point of responsibility to ensure that all the building components such as building envelope, mechanical and electrical systems are designed, installed, functionally tested and capable of being operated and maintained to perform in conformity with the design intent, and within the guidelines of LEED™ v4 Fundamental Building Systems Commissioning, as well as LEED™ v4 Enhanced Commissioning for Best Practice Commissioning. The CL will create the commissioning specification for insertion in the Construction Documents. This specification will provide a detailed description of the scope and objective of the commissioning process during all phases of the Project. It shall specify the scope of the Construction Work and Project team member roles, responsibilities and requirements. The CL will be involved throughout the Project as part of the IDP process, from design through the warranty phase, including participation in the value engineering sessions.

Programming and schematic design phase shall include, but not be limited to:

- Assembly of a commissioning team, hold scoping meetings and identify responsibilities;
- Liaising with the City's Commissioning Agent (CCA);
- Leading commissioning meetings, as needed;
- Reviewing the City's design intent for clarity and completeness;
- Participation in the Integrated Design Process (IDP);
- Documenting the City's requirements;
- Developing initial design intent;
- Developing a draft Commissioning Plan;
- Participation in all Value Engineering sessions; and
- Reviewing LEED™ objectives proposed by the Architect.

The design development phase shall include, but not be limited to:

- Development of fully detailed commissioning specifications for all commissioned equipment and systems;
- Coordination and integration of commissioning processes into the specifications of the Architects and engineers, reviewing final design to ensure it meets the objectives of the CAT, including but not limited to:
  - Ensuring the commissioning specifications include a detailed description of the responsibilities of all parties, details of the commissioning process;
  - Reporting and documentation requirements, including formats;
  - Providing alerts to coordination issues, deficiency resolution; Construction checklist and start-up requirements;
  - Development of the functional testing process; and
  - Development of specific functional test requirements, including testing conditions and acceptance criteria for each piece of equipment being commissioned.
- Performing focused reviews of the design, drawings and specifications at the 30%, 60%, and 90% Construction Documents and 100% tender ready Construction Documents phase of the Project;
- Participation in value engineering sessions held during design development;
- Development and coordination of a commissioning schedule;
- Development of acceptance procedures;
- Development of Constructor training requirements;
- Development of a systems manual; and
- Discuss and resolve integration issues between equipment, systems and controls for inclusion in tender documents.

The role of the Architect's Third-Party Commissioning Leader is related but separate from that of the City's Commissioning Agent (CCA) Specialist retained by the City. The CL may not rely on the CCA when performing its commissioning duties but will interact with the service provider and give the City access to all commissioning information and documentation. Any indication of noncompliance by the CL does not relieve the Architect from its obligations to properly commission the facility and lead the development of a Commissioning Plan and participate in commissioning activities.

#### A2.5.21 Drawing Preparation and Review

The Architect shall develop the design drawings with BIM approach and software as described in ANNEX G - Appendices - Appendix 12 - Building Information Modelling - Scope of Services. The Architect shall develop a Building Information Modelling Execution Plan which shall include as a minimum:

- Identification of City requirements;
- Building model progression matrix;
- Model structure; and
- Communications plan / procedures.

All drawings are to be in the most recent AutoCAD drawing format (.dwg) in alignment with the City's format for title block and layering based on the City of Ottawa – ISD Design & Construction Division CADD Procedures & Layering Manual (latest revision) (ANNEX H - Reference Codes, Policies, and Standards). A base drawing title sheet will be provided to the Architect after Contract award. All electronic documents will be submitted to the City in both .pdf and .dwg / .doc format for each deliverable at the conclusion of each identified phase of the Project.

The Architect shall include the appropriate amount of time within the Project schedule to permit the CAT to conduct a detailed review and respond on the identified deliverables of each phase of the Project in progress. The Architect shall respond to all issues, inquiries or requirement with the necessary revisions to the Project to the satisfaction of the CAT. The Architect shall address the concerns and issues brought forward by the Project Authority without affecting the proposed schedule. The City, OPL and LAC require a high level of quality control, cost estimation, coordination and schedule administration to effectively deliver this Project.

The Architect shall incorporate into their schedule the following review periods for the City, OPL and LAC:

- |  |                        |
|--|------------------------|
| • Schematic design phase                             | <b>15</b> working days |
| • Design development phase                           | <b>15</b> working days |
| • 30% Construction Documentation phase               | <b>15</b> working days |
| • 60% Construction Documentation phase               | <b>20</b> working days |
| • 90% Construction Documentation phase               | <b>10</b> working days |
| • 100% Tender Ready Construction Documentation phase | <b>20</b> working days |

Submittals which do not reflect the associated stage of completion, are otherwise incomplete, or are of poor quality, as assessed by the City, will be returned for resubmission without consideration of schedule extension or reduction in review durations. Submittal requirements shall include proof of quality control processes having been implemented as part of the schedule (Refer to ANNEX G - Appendices - Appendix 13 - Submission of Design Deliverables).

#### **A2.5.22 Tendering Services**

The Architect is responsible for support during the bidding / negotiations phase, as defined in ANNEX E - Amended Schedule A to Document 600, 2008, Architect's Services and City's Responsibility, managed by the City or its representative. This may include as a minimum leading a bidders' site visit, discussing bidder questions with the Project Authority, providing formal written responses to bidder inquiries, and preparing Addenda as required.

The City will prequalify bidders to select those from the general market with the necessary mandatory requirements and that meet a minimum level of experience and expertise as determined by evaluation of prequalification submissions. The Architect shall assist in the review of the documents for the Request for Qualifications (RFQ) for Construction Services. The Architect will then participate as part of the evaluation committee for the prequalification and short-listing group of Constructors.

The Architect shall neither use the tender period to complete outstanding design nor issue final Construction Documents. Addenda shall exclude information not previously provided or referenced unless approved by the City. Generally, Addenda allow responses to various bidder inquiries, review and comment on alternate and equal product substitutions proposed by bidders, adjust conflicting or erroneous documentation, and management of the tender process.

The City may elect to review tender ready documents, those identified by the Architect as ready for tender, and provide comments on potential inconsistencies, contradictions or other deficiencies in the design either immediately prior to or during the tender process. The Architect, at no additional cost to the City will review, respond and where necessary update the Construction Documents to correct or address the deficiencies noted prior to the close date of tenders.

Once tenders are closed and a successful bidder selected, the Architect shall incorporate all Addenda into the tender design documents and create an "Issued for Construction" set of drawings, specifications and other related documentation.

## **A2.6 Renewal Term (Part 2) - Construction Services**

The Architect shall ensure that the Construction, as set-out in the Construction and post-Construction phases in ANNEX E - Amended Schedule A to Document 600, 2008 is executed in accordance with the approved drawings and specifications, and in accordance with good construction practice. The Construction contract will carry a requirement to provide a trailer facility on site that will house the City, City's PM, Architect and Consultant team. It will also include a meeting room and the necessary furniture, IT equipment and technology, including but not limited to network and WiFi access.

The Architect's scope of Professional Design Services during the Construction phase shall include, but shall not be limited to:

- The General Review of ongoing Construction;
- Developing a workplan for required third party testing and inspection services during Construction such as subgrade inspections, compaction testing, concrete testing, structural steel inspection, building envelope and roof inspection;
- Recommend firms for the provision of testing and inspection services as required to be contracted separately. The City may choose to hire inspection firms at its discretion;
- Locate a member of the Architect's team full-time at the site during all phases of construction and commissioning, through to completion of deficiency corrections;
- Attendance at and coordination of Construction meetings, commissioning meetings, meetings re integration with related projects (roadway modifications), meetings regarding environmental aspects of the Project;
- Addressing and responding to the CAT on public enquiries during Construction;
- Providing contract administration through the full duration of Construction;
- Providing schedule monitoring on a weekly basis and reporting to the Project Authority of any deviations, delays and anomalies in the Constructor's schedule;
- Document control for Request for Information (RFIs), Site Instructions (SIs), Contemplated Change Notices (CCNs) Change Orders (COs), Change Directives (CDs), Constructions Documents, Shop Drawings, etc.;
- Leading the commissioning process including:
  - Coordinate the commissioning workplan and team;
  - Coordinate with CCA to ensure systems are being commissioned and monitor the progress of corrections, if any, being made by the Constructor;
  - Review and report on all commissioning documentation and report any deficiencies in accordance with the Commissioning Plan;

- Assist, review and approve the development and updating of the design record documentation by the design team members;
  - Oversee, review and report on all Constructor's commissioning reports and report any deficiencies in accordance with the Commissioning Plan; and
  - Implement LEED™ objectives related to commissioning;
- Preparation of deficiency lists and tracking of deficiency resolution;
- Meeting with Building Officials to resolve outstanding code-related issues and providing necessary instructions to the Constructor to resolve issues in a timely manner without impeding the City's ability to take over the building;
- Conducting Construction reviews and providing letters required to obtain occupancy permits which may include partial occupancy permits; and
- Overseeing warranty period reviews and issuing documentation for correction.
- The Architect shall also attend all other public functions related to the Construction phase, including but not limited to Sod-turning ceremonies and Construction milestone events.

#### A2.6.1 Construction Meetings

The Architect shall meet every two weeks with the Constructor and CAT for the full duration of the Construction. The Local Project Manager (Design) shall record and provide minutes to all meetings and distribute in an electronic format to all attendees and persons identified on the distribution list. The Architect shall review minutes prior to distribution and provide agenda items to the Project Manager (City) in advance of all meetings. The meeting agendas must be prepared and distributed a minimum of 24 hours prior to the meeting. The Architect shall ensure the appropriate representation of Consultants are present at each meeting to address all issues pertaining to the specific disciplines.

#### A2.6.2 General Review During Construction Phase

The Architect shall comply with the requirements for general review as required or supported by the Ontario Association of Architects (OAA), Professional Engineers Ontario (PEO) and other relevant professional associations and as proposed by the Proponent including guidelines on Mechanical and Electrical review and coordination between disciplines.

As part of the Contract Requirements and as referenced in ANNEX G - Appendices, Appendix 14 - OAA General Review Documents, the Architect and its team shall provide General Review in compliance with the former Ontario Association of Architects Practice Bulletins, Regulatory Notes and Practice Tips, and related references contained in the following documents:

- OAA; Regulatory Notes R.6 (v1.0), General Review - Professional Standards for Building Code Regulatory Matters, 19 September 2008;
- OAA; A.10a, Ontario Building Code (OBC) – General Review – Guideline; October 2001;
- OAA; A.10b, General Review – OBC and Contractual, Good Practice Guideline; March 2004;
- OAA; A.10c, General Review – General Review Report; March 2004;
- OAA; A.10d, General Review – Final Review Report; March 2004;
- OAA, Practice Tips PT.5 (v1.0), General Review - Building Code (BC) and Non Building Code Matters; 2 October 2008; and
- OAA and PEO; Design and General Review Requirements for Buildings in the Province of Ontario, Joint Bulletin; December 2007.

For greater certainty, these documents are included as part of the Contract.

#### **A2.6.3 On-Site Presence during Construction**

The Architect shall provide a full-time, on-site staff member with at least ten (10) years of relevant experience in the oversight of Construction as its representative during all phases of the build. Roles of the individual shall include, but are not limited to:

- Acting as the Architect's primary point of contact and first point of issue resolution with the Constructor in the clarification of design information, resolution of changes, and other Construction related responsibilities;
- Recording site information including daily records, digital images, and construction progress;
- Development and issuance of agendas and meeting minutes from the Project team and other meetings held on-site; and
- Provision of site related information to the Project Authority or its designate, as requested.

#### **A2.6.4 Construction Cash Allowances**

The Architect shall be responsible to identify all Cash Allowances, including utilities, equipment, etc. and itemize each within the Construction Documents. The Architect and its Consultants shall be responsible to administer, monitor, coordinate and report the progress of Cash Allowances through the duration of the Construction Contract. The Architect shall update the Construction drawings in accordance with the expenditures related to the Construction cash allowance. The Architect shall update Construction drawings in accordance with expenditures related to Construction cash allowances.



### **A3. DELIVERABLES**

The Architect shall be responsible to include as part of the Contract Price as bid in Annex C the provision of the following formal submittals at the conclusion of the identified phases of the Project. All deliverables must be accompanied with a digital submission.

#### **A3.1 Pre-Design**

The Architect shall provide the following hardcopy sets of documents at the conclusion of the pre-design phase to the Project Authority in addition to an electronic submittal of the same information:

	<b>Quantity</b>
• Architect's design brief, including:	15
○ Confirmation of Client Needs	
○ Project Management Plan	
○ Project Quality Plan	
○ Public & Stakeholder Engagement Plan	
○ Financial Confirmation of the Construction budget	
○ Site Evaluation Study	
• All presentation material reduced to ledger size format	10

#### **A3.2 Design Documents**

The Architect shall provide the following hardcopy sets of design documents to the Project Authority in addition to an electronic submittal of the same information:

	<b>Quantity</b>
○ At the conclusion of the schematic design phase	15
○ At the conclusion of the design development phase	25
○ All presentation material reduced to ledger size format	10

#### **A3.3 Construction Documents**

The Architect shall provide the following quantity of drawing sets during the Construction Document phase to the Project Authority:

	<b>Quantity</b>
○ 30% Complete	20
○ 60% Complete	25
○ 90%Complete	10
○ Issued for Tender	7
○ All presentation material reduced to ledger size format	10

### **A3.4 Site Plan Control Application**

The Architect shall provide the required number of drawing sets for Site Plan Control Application; refer to Amended Schedule A to OAA Document 600, and ANNEX H - Reference Codes, Policies, and Standards - Site Plan Control Application Form, Section 3 Submittal Requirements. The Architect will be required to meet with the City's Planning Department for a pre-consultation meeting to confirm site plan application requirements.

	<b>Quantity</b>
<ul style="list-style-type: none"> <li>Sets required by Section 3 Submittal Requirements for relevant Studies and Plans found under the headings of Engineering, Planning / Design and Environmental with associated requirements for same:</li> </ul>	
<u>Engineering</u>	
○ Site Servicing Plan	55
○ Assessment of Adequacy of Public Services	3
○ Grade Control and Drainage Plan	55
○ Geotechnical Study / Slope Stability Study	3
○ Groundwater Impact Study	6
○ Transportation Impact Study	3
○ Erosion and Sediment Control Plan / Brief	6
○ Storm water Management Report / Brief	3
○ Hydraulic Water main Analysis	3
○ Noise / Vibration Study	3
○ Confederation Line Proximity Study	3
<u>Planning / Design / Survey</u>	
○ Plan Showing Layout of Parking Garage (to be confirmed)	2
○ Site Plan	55
○ Cultural Heritage Impact Study	3
○ Landscape Plan	55
○ Survey Plan	2
○ Architectural Building Elevation Drawings	3
○ Design Brief	Online
○ Wind Analysis	3
<u>Environmental</u>	
○ Phase 1 Environmental Study	3
○ Phase 2 Environmental Site Assessment	3
○ Record or Site Condition	3

Application

- |  |   |
|--|---|
| ○ Full set size submittal on Mylar                       | 1 |
| ○ Full set legal size reduction of submittal on Mylar    | 1 |
| ○ Sets of Architectural plans and elevations             | 3 |
| ○ Complete set of all documents to the Project Authority | 1 |

### **A3.5 100% Completion Documents**

Upon 100% completion of Construction, the Architect shall provide the following number of sets of the Construction Documents to the Project Authority:

- |   | <b>Quantity</b> |
|---|-----------------|
| ○ Complete sets signed & sealed – Building Permit | 3               |
| ○ Complete sets – reduced size (11" x 17")        | 1               |

### **A3.6 Construction Sets**

The Architect shall provide the following number of Construction Sets including all Addenda, schedules of the Construction Documents to the Constructor and City:

- |   | <b>Quantity</b> |
|---|-----------------|
| ○ Complete "Issued for Construction" sets for the CAT     | 5               |
| ○ Complete "Issued for Construction" sets for Constructor | N/A             |

### **A3.7 Record Drawings**

The Architect shall provide the following sets of Record Drawings to the Project Authority:

- |   | <b>Quantity</b> |
|---|-----------------|
| ○ Electronic set of Construction Documents in .dwg format in accordance with the City's CAD Layering Standard | 1               |
| ○ Complete set of Construction Documents of paper drawing format  | 4               |

## **A4. CONSTRUCTION BUDGET**

The total **Construction Budget** is **\$131,680,000 plus HST (Class D Construction Cost Estimate)**. The Construction Budget, which is further detailed in ANNEX G Appendices - Appendix 15 – City's Construction Budget, represents the funding that the City has for the purposes of Construction. The Construction Budget does not include the cost for a potential underground parking facility.

The Construction Budget includes the following:

Joint Building and Landscaping	\$ 116,262,000	plus HST
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The Construction Budget also includes the following expenditures that may be tendered under separate contracts:

Site Works and Soils Remediation	\$ 4,165,000	plus HST
IT / Telecom Equipment	\$ 425,000	plus HST
Utility Equipment	\$ 245,000	plus HST
Furniture (including Security)	\$ 10,583,000	plus HST

#### **A5. SCHEDULE**

The Architect shall commence delivery of services immediately upon receipt of the City's Purchase Order and diligently perform the services in accordance with the following Contractual milestones in Table 9a and Estimated Construction milestones:

Table 9a: Contractual Milestones

Contractual Milestone	Duration from Contract Award
Contract Award for Professional Design Services	December 2018
Tender Ready Documents Submitted	July 2020
Construction contract Awarded	November 2020

Table 9b: Estimated Construction Milestones

Estimated Construction Milestone	Duration from Contract Award
Substantial Performance of the Work	July 2023
Project Fit-up and Completion	November 2023
Warranty Period Completion	July 2024

**A6. PROJECT ROLES AND RESPONSIBILITIES****A6.1 Project Authority**

The Project Authority under the Infrastructure Services Department, Design & Construction Branch OPL, is the City's identified Project Manager (City) who has the authority to act on City's behalf with respect to the Project. This exclusive authority includes authority to act on behalf of the City with regards to Project's scope, budget, implementation, approvals and changes during the design and construction implementation phases. Subject to the provisions of the Contract, the Architect may rely on all decisions made by and directions given by the Project Authority on behalf of the City. For greater certainty, for any Additional Work, the Architect must first receive written approval from the City before proceeding. Decisions emanating from any other of the City's departments, Project Manager (City), OPL, LAC, or other agencies shall have no force or effect unless given through the authority of the Project Authority. All communications on all activities shall be conducted exclusively through the Project Authority. The Project Authority will bring forward other expertise representing the City, OPL and LAC as required.

**A6.2 OPL and LAC Client User Representatives (CURs)**

The Client User Representatives from OPL and LAC, will be available to the Project Authority for the duration of the Project to provide advice and guidance with regard to programming requirements and community representation and participation in the Project's process. Either individually or together, the CURs do not have the authority to instruct the Architect on any matter. Any changes arising from discussions with the CURs that affect the scope of either the design or construction work that require implementation shall be communicated through the Project Authority. Any other communications shall have no authority or effect. The CUR will be the contact for other user groups, committee and internal / external stakeholders that may have a vested interest in the Project.

**A6.3 Client Advisory Team (CAT)**

The Client Advisory Team will be established by the Project Authority and will provide advice and guidance to the Project Authority when making decisions during the progress of the Project. The CAT will include representatives from the City, the Project Manager (City), OPL, and LAC. Various members of the CAT will attend meetings as required and answer questions of an appropriate technical, budgetary and programming nature. The CAT will participate in the review of each deliverable. The CAT does not have the authority to direct the Architect on any matter. Any changes arising from discussions with the CAT that affect the scope of either the design or the construction work that require implementation shall be communicated through the Project Authority. Any other communications shall have no authority or effect.

#### **A6.4 Other Centres of Expertise within the City, OPL and LAC**

In developing the Project, the Project Authority may, at their discretion engage the services of the following internal centers of expertise or subject matter experts, from time to time at intervals appropriate to the progress of the design and/or construction. This expertise will supplement the activities of the CAT. Where such expertise provides input into the design and construction process, this input shall be provided in a comprehensive and timely manner at intervals appropriate to the progress of the design and/or construction. In receiving this input, the Architect shall be entitled to rely on the accuracy of the content. All such input shall be directed to the Architect through the Project Authority. Any other communications shall have no authority or effect. Subject matter experts to be used on the OPL-LAC Project are identified in Table 10.0.

Table 10 City-OPL-LAC Subject Matter Experts

<b>Real Estate Services</b>	City of Ottawa, Corporate Services Department, Corporate Real Estate Services Office will contract services for ESA & Geotechnical scope of services.
<b>Security Consulting Services</b>	City of Ottawa, Emergency & Protective Services Department, Corporate Security Branch; OPL Finance and Business Services; and LAC Corporate Security Services will make recommendations regarding security standards, devices installation and commissioning.
<b>Information Technology Services</b>	City of Ottawa Corporate Services, Information Technology Services, Technology Infrastructure Branch; OPL Technology Services; and LAC's Innovation and Chief Information Officer Branch will provide a City IT coordinator to detail and coordinate the Voice and Data requirements for the Project.
<b>Property Management and Operations Services</b>	City of Ottawa, Recreation, Culture and Facility Services Department, Parks Facilities Operations Service, Building Engineering & Energy Management Branch; OPL Library Facilities; and LAC Real Property Services will provide a General Review of the building operations and facility management requirements related to the Project.
<b>Survey Services</b>	City of Ottawa, Planning, Infrastructure Economic Development Department, Infrastructure Services Department, Surveys & Mapping Branch will provide information related to Surveys & Mapping, review and approval of water and sewer permit requirements.

<b>Public Art Program</b>	City of Ottawa; Recreation, Culture and Facility Services Department, Art and Heritage Unit will administer the selection of the artists and oversee the Public Art Commissions.
<b>Communications</b>	City of Ottawa, Service Innovation and Performance Department; Public Information and Media Relations, Governance, Communication and Strategic Services; OPL Governance, Communications and Strategic Services; and Library and Archives Communication Department will provide Communications support.
<b>Accessibility</b>	City of Ottawa, Legislative Services, Corporate Accessibility Branch; and OPL Alternative Services will provide information and review of accessibility related issues.
<b>Planning and Permit Approvals</b>	City of Ottawa, Planning, Infrastructure Economic Development Department, Planning Services and Building Code Services Branch will provide information and review submittals for approvals for storm water and site plan, building permit, etc.
<b>Purchasing and Procurement Services</b>	City of Ottawa, Corporate Services Department, Supply Services will be the Contracting Authority for procuring General Constructor services on the Project. The Architect shall be required to prepare and coordinate the front-end tender documentation with assigned Contracting Authority.

### **A6.5 Third Party Specialists**

In developing the Project, the Project Authority may itself, or at its discretion require the Architect to, engage third-party Specialists to provide input which may supplement the activities of the CAT. Where such input is approved for incorporation into the design and construction process by the Project Authority, this input shall be provided in a comprehensive and timely manner at intervals appropriate to the progress of the design and/or Construction. In receiving this input, the Architect shall be entitled to rely on the accuracy of the content. All such input shall be approved through the Project Authority only. Any other communications shall have no authority or effect.

### **A7. AVAILABLE REPORTS AND REFERENCE MATERIAL**

Available reports and reference materials which must be complied with as Contract Requirements are included in ANNEX G – APPENDICES and ANNEX H - REFERENCE CODES, POLICIES AND STANDARDS.

**A8. CONSTRUCTION CONTRACT**

The anticipated Construction Contract shall be the Canadian Construction Documents Committee 2 (CCDC-2) – 2008 Stipulated Price Contract including the City's supplementary conditions.

**A9. CITY'S RESPONSIBILITIES**

In addition to the City's responsibilities as described in the RFP and any resulting Contract, the City shall as promptly and adequately as reasonably possible, and to the extent necessary, furnish information, surveys, reports and any other information necessary to complete Project.

END OF ANNEX A



**ANNEX B – RATED REQUIREMENTS**

<b>Item No.</b>	<b>Rated Requirements</b>	<b>Maximum Points</b>
<b>R.1</b>	<b>Project Vision</b>	<b>12</b>
<b>R.1.1</b>	<b>Project Objectives and Vision</b> Clearly provide the Proponent's vision for the OPL-LAC mandate. Describe how the approach proposed would ensure that the Project vision and objectives as outlined in this RFP are met and what assumptions were made. Show how this will ensure the Proponent's vision for the Project will be realised in both tangible and intuitive ways.	<b>7</b>
<b>R.1.2</b>	<b>Key Challenges and Opportunities</b> Identify and demonstrate a comprehensive understanding of the key challenges and opportunities particular to the Proponent's vision for the Project. Discuss how the Proponent's vision maximizes opportunities, and mitigates challenges.	<b>5</b>
<b>R.2</b>	<b>Design Approach</b>	<b>26</b>
<b>R.2.1</b>	<b>Site Context</b> Describe how the building could be positioned to maximize the site in terms of unique features, views, land usage, access, general aesthetic, and other considerations relevant for integration within the local context; and Describe how the site could contribute to the development of a landmark facility that is representative of both city-building and national contexts.	<b>6</b>
<b>R.2.2</b>	<b>Program Integration</b> Describe the Proponent's approach to integrate interior and exterior design with the Functional Program (ANNEX F) to achieve both form and function. Provide an approach to respond to both unique and shared requirements of OPL and LAC to create a cohesive facility that provides a richer customer experience.	<b>6</b>

<b>R.2.3</b>	<p><b>Engagement and Consultation</b></p> <p>Prepare a Design Process Engagement and Consultation Plan that responds to the requirements in Section A2.5.3 of the RFP.</p> <p>Describe how implementation of the plan, including any innovative techniques or approaches, will result in an exciting design that respects stakeholder input.</p>	<b>10</b>
<b>R.2.4</b>	<p><b>Sustainable Design</b></p> <p>Demonstrate the Proponent's expertise and leadership in sustainable design and construction practices being proposed. Describe the Proponent's experience in delivering LEED™ v4 Gold or equivalent certified buildings and understanding of LEED™ v4, along with advanced building technologies, and the application of future-proofing concepts.</p> <p>Describe the Proponent's proposed high-level strategy to obtain LEED™ v4 Gold certification, including cost effective initiatives and solutions.</p> <p>Provide a revised LEED™ v4 score card with the proposed credits to achieve LEED™ v4 Gold certification.</p> <p>Note: Credits not being considered at this time are shown in the preliminary draft LEED™ v4 score card included in ANNEX G – Appendix 9.</p>	<b>4</b>
<b>R.3</b>	<b>Project Management</b>	<b>12</b>
<b>R.3.1</b>	<p><b>Design Coordination</b></p> <p>Explain how the proposed team will ensure effective and on-going coordination, including an Integrated Design Process throughout the design with all stakeholders, Consultants, Specialists and the City, OPL, and LAC. This should include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• Working relationships – both internal to the Project team and with the City;</li> <li>• Managing the needs of, and responding to input from, OPL, LAC, and the City during design development and Construction Document phase;</li> <li>• Quality Control;</li> <li>• Maintaining key personnel on the Project; and</li> <li>• Project management.</li> </ul>	<b>4</b>

<b>R.3.2</b>	<p><b>Budget Control</b></p> <p>Describe the Proponent's approach to achieving alignment between the design during development and the Construction Budget as defined in ANNEX A of this RFP.</p> <ul style="list-style-type: none"> <li>Describe the approach to budget management throughout the Project to ensure the Project is designed and delivered within the Construction Budget.</li> </ul>	<b>4</b>
<b>R.3.3</b>	<p><b>Schedule Control</b></p> <p>Describe the Proponent's approach to proactively achieve the on-time delivery and success of the design within an aggressive schedule, considering factors like, but not limited to, public and stakeholder engagement, approvals (City, OPL and LAC), and City coordination.</p>	<b>4</b>
<b>R.4</b>	<b>Project Delivery</b>	<b>14</b>
<b>R.4.1</b>	<p><b>Project Workplan, Schedule, and Level of Effort</b></p> <p>Describe the proposed workplan which will provide all the necessary resources with the required skills and expertise to successfully deliver the Project. Provide details for all Consultants including the individuals responsible for delivering the associated scope of services and their proposed level of effort (hours).</p> <p>Indicate the various meetings and number of each proposed to deliver the mandate. Indicate Proponent attendees anticipated at each type of meeting identified.</p> <p>Provide a Gantt chart reflecting the workplan. The level of effort should be presented in a table identifying for each requirement the individuals with primary responsibilities within the design team for delivering the associated Professional Design Services and their proposed level of effort (hours) per requirement. The plan, schedule and table may be up to four (4) 11" x 17" pages.</p> <p>Group both Architect and Consultant effort by each phase of the Project from initiation through warranty period. Identify total proposed effort (hours) by month. Do not include hourly rates in the workplan.</p>	<b>8</b>

R.4.2	<b>Construction Administration</b> <ul style="list-style-type: none"> <li>• Explain how the Proponent team will successfully manage and control all aspects of Construction Administration for the duration of the Project.</li> <li>• Describe how the Proponent team will ensure all of the goals and objectives of the CUR are met, and that the Project meets the quality of standards for the final constructed product expected by the Project Authority within budget and on schedule.</li> <li>• Provide details of the Proponent's approach to detailed and complete building commissioning by the Constructor and the proposed approach to prompt deficiency and warranty item resolution.</li> </ul>	6
<b>R.5</b>	<b>Interview</b>	<b>16</b>
R.5.1	<b>Interview Questions</b> Proponents will be asked experiential and situational based questions on the following topics: <ul style="list-style-type: none"> <li>• Public / stakeholder engagement and influences on the schematic design stage;</li> <li>• Resolution of conflict between Local Project Manager (Design) and Project Architect;</li> <li>• Design coordination / constructability; and</li> <li>• Construction claim / dispute approach.</li> </ul>	16
	<b>TOTAL</b>	<b>80</b>

END OF ANNEX B

## **ANNEX C – FINANCIAL PROPOSAL AND CONTRACTUAL ACKNOWLEDGEMENT**

### **C1. BASIS OF PAYMENT PROFESSIONAL DESIGN SERVICES**

The Proponent offers to provide the Professional Design Services detailed herein, including all sections of the RFP and Addenda along with its Annexes, Appendices, and attachments and as further detailed in the Proponent's Proposal, to the acceptance of the Project Authority for the following Total Evaluated Price (Excluding HST).

Table 11: Basis of Payment Professional Design Services

A) Total Firm Price for Professional Design Services for Initial Term (Part 1)	\$ _____
B) Total Firm Price for Professional Design Services for Renewal Term (Part 2)	\$ _____
C) Total Upset Limit Price for Reimbursable Expenses	\$ _____
D) Total Upset Limit Price for all Architectural Cash Allowances identified in ANNEX A, Article 2.1 – Architectural Cash Allowances	\$ <u>330,000</u>
<b>E) Total Evaluated Price (A+B+C+D) excluding HST:</b>	<b>\$ _____ (CAD)</b>

The Prices bid by the Architect in Rows A and B of Table shall include and are deemed to include;

- all the costs for labour, material and equipment, necessary for the Architect to complete the Contract;
- all expenses, general administration costs, or similar costs as well as the costs for the Architect's Consultants, necessary for the Architect to complete the Contract; and
- all allowances for overhead and profit.

All Proposals must be submitted in Canadian dollars. Financial Proposals expressed in a currency other than Canadian dollars will not be considered.

The Proponent is required to provide a separate detailed price breakdown by task showing the major components of the assignment, with their Proposal. The breakdown should include:

- the specific activities planned;
- the timing;
- the firm hourly or firm per diem rates applicable to each team member; and
- the associated level of effort by individual or classification for which the Proponent will seek payment.

The Proponent agrees that the hourly or per diem rates applicable to each team member as quoted in the detailed price breakdown above, shall be used to determine the price for any and all Additional Services agreed to between it (should it become the Architect) and the City.

## **C2. METHOD OF PAYMENT**

### **C2.1 For (A) and (B) Professional Design Services:**

Milestone Payments for **(A) Contract Price for Initial Term (Part 1)** and **(B) Contract Price for Renewal Term (Part 2)** shall be made, subject to ANNEX J - City's General Terms and Conditions - Section 3 of the General Conditions, based on stated deliverables following receipt and acceptance of the deliverable and receipt of an approved invoice by the Project Authority. The invoice should include a breakdown by each major task and progress to the date of the invoiced period. Prior to issuance of the PO, the Architect shall provide a further list of sub-deliverables associated with the planned billing for Part 1.

The apportioned and payable phases and major deliverables are as follows:

#### (A) - Contract Price for Initial Term (Part 1)

1. 17% of fee (A), at 100% completion and acceptance by the City of the pre-design, schematic design phase and Class "D" Construction Cost Estimate;
2. 17% of fee (A), at 100% completion and acceptance by the City of the design development phase and Class "C" Construction Cost Estimate;
3. 14% of fee (A), at 30% completion and acceptance by the City of the Construction Documents phase and updated Class "C" Construction Cost Estimate;

4. 24% of fee (A), at 60% completion and acceptance by the City of the Construction Documents phase and updated Class “B” Construction Cost Estimate;
5. 24% of fee (A), at 90% completion and acceptance by the City of the Construction Documents phase and Class “A” Construction Cost Estimate; and
6. 4% of fee (A), at 100% completion of bidding / negotiations phase, along with recommendation for Construction contract award.

**(B) - Contract Price for Renewal Term (Part 2)**

1. 92% of fee (B), to be paid on a monthly basis during the Construction phase based on the percentage completion of the construction Work Certified by the Architect;
2. 6% of fee (B), upon completion of the post Construction phase, along with the delivery of all maintenance manuals, record drawings and closeout documentation; and
3. 2% of fee (B), upon delivery at the end of warranty period following resolution of all outstanding issues identified, including delivery of all LEED™ documentation to CaGBC.

**C2.2 For (C) Reimbursable Expenses and (D) Cash Allowances**

Expenditure of cash allowance funds requires approval from the Project Authority prior to incurring the expense. The amounts shall be included on the Architect’s invoice following incurrence of the expense. All reasonable and proper expenses in Accordance with AD7 - Reimbursable Expenses of ANNEX D, incurred by the Proponent shall be reimbursed under this item without any additional payment for overhead or profit.

Payments shall be made based on a deliverable schedule to be provided by the Architect for **Total Upset Limit Price for Disbursements** and **Total Upset Limit Price for each Architectural Cash Allowance**, following receipt and acceptance of an invoice by the Project Authority. The invoice should include a detailed breakdown of expenses incurred or cash allowances expended to the date of the invoice.

**C2.3 For Additional Services**

Payment of Additional Services will be made either at the next applicable milestone for the Additional Services or by way of a separate monthly payment if agreed to by the Parties. Additional Services can only be billed once the Purchase Order has been adjusted and issued to the Architect by the Contracting Authority.

### C3. OTHER TERMS APPLICABLE TO PAYMENT

1. The City shall not reimburse any administrative charge unless the Architect has obtained prior approval in writing from the City;
2. The City shall not reimburse any automobile local travel and parking costs
3. The City shall not pay to the Architect, a separate retaining fee;
4. The City will not pay any interest on any overdue or unpaid invoices;
5. Interest can be applied at the rate of Prime plus 1% on settlement amounts for any claim in dispute that is resolved through a Court process or otherwise, from the date the amount would have been due and payable under the Contract, had it not been in dispute, until the date it is paid.
6. Notices in writing between the parties may be delivered personally, by regular post, registered mail, courier, email, or facsimile. The addresses for official notice shall be as stated in this signed ANNEX C below for the Architect and as identified for the Project Authority.
7. Receipt of Addenda:

I/we the undersigned acknowledge receipt of the following Addenda which we have taken into account when preparing this Proposal:

**Addenda No. \_\_\_\_ to \_\_\_\_ inclusive.**

### C4. PROMPT PAYMENT DISCOUNT

In the absence of a prompt payment discount, the City will pay all invoices on a Net 30 basis meaning payments will be made by the City within thirty (30) calendar days of receipt and acceptance of the invoice, or the receipt and acceptance of the goods or services, whichever is later.

Proponents are encouraged to offer a cash discount for prompt payment which **WILL** be taken into consideration in the award of Contract provided that the minimum number of calendar days for payment is **fifteen (15)**. Should a prompt payment discount be offered that is not in accordance with this condition, the discount will not be taken into consideration in the award of Contract, however the discount may be claimed by the City in return for processing payment within the stated time frame.

Where prompt payment terms are offered, the following conditions apply:

- The discount must be included in the Contract and shown on the vendor's invoice;
- The invoice must be submitted electronically to the email address specified on the Purchase Order in one of the following document formats:



- i) TIFF (Black and White and minimum 300 DPI resolution); and
- ii) PDF (PDF v. 1.7 or lower, Black and White, minimum 300 DPI resolution).
- The invoice must be received by the City on the invoice date. The prompt payment period shall commence on the date the City receives the invoice;
- The vendor must register to receive payment by direct deposit. Information regarding how to register is available at the following link:  
<http://ottawa.ca/en/business/doing-business-city/accounts-payable>
- The City may require that the amount of the discount be honoured by the vendor should it be found that any of the above-noted conditions were not met.

The Proponent hereby offers a prompt payment discount of \_\_\_\_\_% if payment is made within \_\_\_\_\_calendar days following receipt and acceptance by the City of an invoice, or receipt and acceptance of the goods or services, whichever date is later, in the sole opinion of the City.

**Contractual Acknowledgement:**

The Proponent hereby agrees to be legally bound by the provisions of the resulting Contract. The Proponent further acknowledges and agrees upon receipt of a Purchase Order issued by the City that;

- the Contract with the City will become legally binding on both parties; and
- the Initial Term of the Contract shall commence.

The Proponent further acknowledges and agrees that the Renewal Term for the Contract shall commence upon the receipt by the Proponent of the amended Purchase Order for the Renewal Term issued by the City.

The Proponent agrees that receipt of a Purchase Order will be deemed to take place five (5) business days after delivery of a Purchase Order by the City.

If during said five (5) business day period the Proponent provides the City with a written objection to, or refusal of, the Purchase Order, the City may;

1. In the case of the Initial Term, exercise any of its rights set out in Article 2.10 of the RFP, including but not limited to terminating negotiations with the Proponent and commencing negotiations with another Proponent;
2. In the case of the Renewal Term, opt not to renew the Contract with the Architect; or
3. In the case of any Purchase Order objected to or refused by a Proponent or Architect, as applicable, negotiate with the Proponent or Architect as applicable.



**ANNEX C**  
**Financial Proposal and**  
**Contractual Acknowledgement**

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SIGNED this \_\_\_\_\_ day of \_\_\_\_\_

---

Signature

Name and Title (*Print*)

I have the authority to bind the Corporation.

---

Company Name

---

Company Address

---

Telephone No.:

---

E-mail Address

---

MERX Organization Number / Contact Name (if applicable)

---

HST Number

END OF ANNEX C

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## ANNEX D – AMENDMENTS AND SUPPLEMENTS TO THE DEFINITIONS AND GENERAL CONDITIONS OF THE OAA DOCUMENT 600, 2008

### D1. AGREEMENT

**DELETE** in entirety A1 through A18.

### D2. AMENDED DEFINITIONS

The following Amended Definitions (AD) alter, amend, delete, substitute, supplement and/or supersede those Definitions listed in the OAA Document 600, 2008. All Definitions including those found in Article 2.1 Definitions in the RFP, other than the following, remain unchanged and in full force and effect with regard to interpreting the Contract.

These Amended Definitions and the terms contained within the Request for Proposal form part of the Contract between the Parties.

#### AD1 ARCHITECT

**DELETE** existing definition in its entirety and replace with the definition of “Architect” as defined in section 2.1 Definitions of this RFP.

#### AD2 CLASSES OF COST ESTIMATES

**ADD** the following **NEW** definition:

##### **“CLASSES OF COST ESTIMATES**

##### **Budget Confirmation:**

The Budget Confirmation is required at the end of the Pre-design phase. The proposed design brief by the Architect shall include budget confirmation to validate that the Project scope and funding are aligned with the requirements.

##### **Class “D” Construction Cost Estimate (Indicative Cost Estimate):**

This estimate is prepared at the end of the schematic design phase, and provides an indication of the total cost of the Project, based on the Functional Program (ANNEX F) requirements to the degree known at the time. It is based on historical cost data for similar Projects, suitably adjusted for such factors as: effect of inflation, location, risk, quality, size, and time. All related factors affecting costs are considered to the extent possible. Such an estimate is strictly an indication (rough order of magnitude) of the Project’s total Construction Cost and completion date. This estimate is used to establish the indicative estimate required by the City for preliminary Project approval.

Expected degree of accuracy:  $\pm 20\%$ .

**Class “C” Construction Cost Estimate (Indicative Cost Estimate):**

This estimate is prepared at the end of the design development phase and is based on updated Functional Program (ANNEX F) requirements, general description of the end built works, preliminary site information and existing site conditions, production, proposed building systems, outline specifications, and takes into consideration construction experience and market conditions as well as the basic Constructor implementation process for the delivery of the Construction part of the Project. It includes for design documentation, and construction supervision.

Expected degree of accuracy:  $\pm 15\%$ .

**Class “B” Construction Cost Estimate (Substantive Cost Estimate):**

This estimate is prepared at the end of the 60% Construction Document phase and is based upon data (on cost, time and construction) at a level of precision that is typically available for the design of the major systems and sub-systems of the facility (including outline specifications and preliminary drawings and models), as well as results of completed site or installation investigations. This estimate also makes allowance for all costs resulting from the anticipated schedule, expected market conditions and suitable level of contingencies. This estimate is used to confirm estimated Construction Costs are within the City's Construction Budget, and required by the City for Project approval.

Expected degree of Accuracy:  $\pm 10\%$ .

**Class “A” Construction Cost Estimate (Substantive Cost Estimate):**

This estimate is based on the “B” estimate, which has been updated concurrently with the development of the Construction Documents and is submitted as a final pre-tender estimate. It requires that Project systems be designed and specified to near completion and is based on a realistic construction schedule and accurate labour and material costs. This is the final estimate before tender call (bidding / negotiation phase). Typically, the total forecast is presented in an elemental format and includes all actual associated fees and costs. The estimated Construction Costs must be less than the City's Construction Budget prior to proceeding to the bidding / negotiation phase.

Expected degree of accuracy:  $\pm 5\%$ .

It should be noted that the expected degrees of accuracy listed above do not apply when sudden provable fluctuations in the marketplace take place that are beyond the reasonable control of the Architect and its Consultants to predict.”

### AD3 CONSTRUCTION BUDGET:

**DELETE** existing definition in its entirety and **SUBSTITUTE** the following **NEW** definition:

“The Construction Budget is the City’s estimate of the Construction Cost as identified in RFP ANNEX A – TERMS OF REFERENCE – A4 Construction Budget and represents the City's funding availability for the purpose of Construction. The Construction may be delivered using separate contracts for, but not limited to, soils remediation, furniture and signage.

The Construction Budget, which is further detailed in ANNEX G Appendices - Appendix 15 – City’s Construction Budget, **INCLUDES**, but not necessarily limited to:

- The delivery of the Construction contract as identified in the ANNEX A – TERMS OF REFERENCE, Article 1, General Scope of Project;
- Joint building and site landscaping Construction costs;
- Potential parking structure Construction costs;
- Furniture, Fixtures and Equipment, including office system furniture;
- Specialty library and archives equipment;
- Telecom and data, audio visual and security systems;
- Environmental remediation;
- Directional, wayfinding, marquee, building and other required signage;
- Utility servicing installations;
- Construction requirements to support Public Art;
- Design estimating allowance;
- Construction escalation; and
- Constructor General Requirements and Fees.

The Construction Budget **EXCLUDES**, but this exclusion is not necessarily limited to the following:

- Compensation of the Architect and staff, and its Consultants;
- Other professional Specialist fees which are the responsibility of the City including for the City’s third-party professional project management services;

- The land cost, and land development charges;
- Building permit fees, site plan control application fees, and other fees for Authorities having Jurisdiction;
- All value added taxes including the Harmonized Sales Tax (HST) whether recoverable or not;
- Packing and moving costs for the existing City, OPL and LAC operations;
- LEED™ application and certification fees paid to CaGBC / USGBC;
- Legal Fees;
- Funds allocated to public art commissions; and
- Construction contingency for changes during Construction or other risk.”

#### AD4 CONSTRUCTION COST:

**DELETE** existing definition in its entirety and **SUBSTITUTE** the following **NEW** definition:

“Construction Cost is the Construction contract price(s) of all Construction elements designed or specified by, or on behalf of, or as a result of the coordination by, the Architect, and includes cash allowances, construction management fees or other fees for the coordination and procurement of construction services. The Construction Cost excludes the full amount of the HST, whether recoverable or not; however, the Construction Cost shall include all other applicable taxes, duties, and levies.

Where there is no Construction contract price for all or part of the Project, the Construction Cost shall be the estimate of probable cost of Construction as determined by the Architect. The Construction Cost has the same inclusions and exclusions as the Construction Budget.”

#### AD5 CONSULTANT

**DELETE** existing definition in its entirety and replace with the definition of “Consultant” as defined in section 2.1 Definitions of this RFP.

#### AD6 PROJECT

**DELETE** existing definition in its entirety and **REPLACE** with the definition of “Project” as defined in Article 2.1 Definitions of this RFP.

**AD7 REIMBURSABLE EXPENSES:**

**DELETE** existing definition in its entirety and **SUBSTITUTE** the following **NEW** definition:

"Reimbursable Expenses will be limited to the following:

AD7.1.1 Additional printed copies of Project Documents requested by the Project Authority not identified in ANNEX A - TERMS OF REFERENCE, Article 3, Deliverables.

The following conditions apply to Reimbursable Expenses:

- Reimbursable Expenses are limited to the actual cost incurred by the Architect for the expense;
- Reimbursable Expenses shall be supported by original receipts and invoices, said receipts and invoices shall be provided to the City upon request;
- Reimbursable Expenses shall only be incurred by the Architect or one of its, Consultants in the interest of the Project;
- Reimbursable Expenses shall not include any allowance thereon for overhead and or profit; and
- Prior to payment by the City, the Reimbursable Expense must, have been approved in writing in advance by the Project Authority prior to submittal by the Architect for reimbursement.

For greater certainty, the following costs are **NOT** considered a Reimbursable Expense, and shall be and are deemed to be included in the bid prices submitted by the Architect at Rows A and B of the Table 11 at Article C.1 of ANNEX C:

AD7.2.1 Communication expenses including; online document sharing, facsimile; teleconferencing, local phone and cellular charges;

AD7.2.2 Long distance telephone charges;

AD7.2.3 Standard PC or computer aided design and drafting equipment (excludes specialized equipment or software as identified in Architect's Proposal);

AD7.2.4 Travel, Mileage, Parking and Living Expenses to the Place Of The Work or the Ottawa office of the Architect;

AD7.2.5 Courier Charges, unless specifically requested by the Project Authority; and

AD7.2.6 Internal printing costs, including printing between the Architect and the Consultant team.

Note\*\* In the case of prior approved travel from the City to a location outside the boundaries of the City of Ottawa, the Architect shall be reimbursed from Cash Allowance 1 for authorized reasonable and proper travel and living expenses incurred by persons directly engaged in the performance of the Project, at cost without any allowances thereon for overhead and profit, but not to exceed the limits outlined in Municipal Travel and Expenditure Policy for professional staff, in effect at time of travel.”

#### **AD8 RECORD DRAWINGS**

**ADD** the following **NEW** definition:

##### **“RECORD DRAWINGS**

Record drawings means the final drawings of the Construction that are prepared by the Architect by revising the editable CAD files prepared to reflect changes to the Construction Documents made during Construction based on:

- Content of red-lined Construction drawings prepared by the Constructor; and
- Changes in response to site instructions, change orders, change directives and other direction given by the Architect.”

END OF AMENDED DEFINITIONS



**D3. SUPPLEMENTARY CONDITIONS**

The following Supplementary Conditions (SC) alter, amend, delete, substitute, supplement and/or supersede those General Conditions listed in the Ontario Association of Architects Standard Form of Contract for Architectural Services, Document 600, 2008. All General Conditions, other than the following, remain unchanged and in full force and effect with regard to interpreting the Contract.

These Supplementary Conditions form part of the Contract between the Parties.

- SC1** The Architect agrees to perform the Professional Design Services in accordance with the Contract Requirements and do and fulfill all the requirements of the Contract.
- SC2** The intent of the Contract Documents is to include all the labour, products, and services necessary for the performance of the Professional Design Services by the Architect. It is not intended that the Architect shall supply products or perform services not consistent with, not covered by, or not properly inferable from the Contract Documents.
- SC3** Allowable Reimbursable Expenses shall be identified within Row C of Table 11 in Article C.1 of ANNEX C – Financial Proposal and Contractual Acknowledgment.
- SC4** As part of the Professional Design Services the Architect shall be responsible for revising or providing additional drawings, specifications or other documents, which result from:
- Services by the Architect that are inconsistent with instructions or written approvals previously given by the City, including revisions made necessary by adjustments in the City's program or Construction Budget; and
  - The interpretation of statutes, regulation, codes, and by-laws by Authorities having Jurisdiction, which differs from the Architect's interpretation of statutes, regulations, codes and by-laws that could not have been reasonably anticipated.

For greater certainty, any additional drawings, specifications or other documents which result from the circumstances described above, shall not be considered Additional Services or a change in the scope of the Contract requiring a change in the Contract Price.

- SC5** The Architect shall coordinate the provision or delivery of any labour, services, materials or equipment by those Specialists and Constructors appointed directly by the City or the City's own forces as set out in ANNEX A – TERMS OF REFERENCE, Article 2.4.2 – External Specialists engaged by the City.

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- SC6** Sections 2.1, 2.2, 2.4 and 2.5 from the RFP are repeated here and incorporated in OAA Doc 600, 2008.
- SC7** **Delete** GC 1.1, and **Replace** with the following:  
“The City shall provide to the Architect, all information specifically required by the Contract to be provided by the City to the Architect. The Architect shall be entitled to rely upon such information.”
- SC8** In GC1.2.3, **Delete** “...obtain and...” and **Add** the new sentence to the end of the item, “The City will be the owner / applicant on the permit application. The Architect will be required to provide all other areas of information on the permit application.”
- SC9** In GC1.2.5, **Delete** the words “...specialist *consultants*...” and **Replace** with the word “...Specialists...”
- SC10** In GC1.2.6, **Delete** the words “...*consultants* identified in Article A9...” and **Replace** with the word “...Specialists identified in ANNEX A -Terms of Reference - Article A2.4.2...”
- SC11** In GC1.2.7, **Delete** the word “...*consultants*...” and **Replace** with the word “...Specialists...”
- SC12** In GC 1.2.8, **Add** the following sentence to the end of this clause:  
“The Architect acknowledges that the existence of any such contingencies in the Construction Budget does not obligate the City to spend such contingency and further that this clause does not prevent the City from requiring the party who ought to have reasonably foreseen the issue causing the escalation in cost from bearing that cost.”
- SC13** Delete GC2.1 and replace with the following:  
“Without limiting SC1, the Architect shall provide the Professional Design Services required by the Contract.”
- SC14** In GC3.2, immediately following the words “...the agreed estimate of *construction cost*...” **Add** the following phrase “...(being the Class “A” Construction Cost Estimate (Substantive Cost Estimate))...”
- SC15** In GC3.3, **Revise** the section to read as follows:  
**Delete** “...that 15%...” and **Replace** with “...than 5%...”
- SC16** In GC3.3.3, **Delete** in entirety and **Replace** with the following: “Coordinate with the Architect in reviewing the Project scope or quality, complete with revised drawings and specifications as necessary to reduce the estimated Construction

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Cost to the agreed Class “A” Construction Cost Estimate. The Architect shall make such changes as part of the scope of the Professional Design Services with no additional fees or adjustment in the Contract Price charged to the City”.

**SC17** In GC3.4, **Revise** the section to read as follows:

**Delete** “...15%...” in both locations and **Replace** with “...5%...”

**SC18** In GC 3.4, in the last sentence, **Delete** the phrase “and having done so, the Architect shall be entitled to compensation in accordance with this contract, for all other such services performed, whether or not the construction phase is commenced.”

**SC19** **Delete** GC5.1 in its entirety and **Replace** with the following:

“.1 Without limiting the City’s rights in GC2.24.1 and GC 2.28 of the City’s General Terms and Conditions, all property rights (including but not limited Copyright) in all documents, drawings, materials produced by the parties pursuant to the Contract, including but limited to the *instruments of service*, Construction Documents and Record Drawings, are held and owned by the City. Without limiting the foregoing, the City holds all rights to royalties from the aforementioned material.”

**SC20** In GC5.2, **Delete** the second reference of the word “*architect’s*” and **Replace** with the word “City’s”.

**SC21** **Delete** GC 5.3, in its entirety and **Replace** with the following:

“.3 The Architect may retain copies, including electronic or digital and other reproducible copies, of the architect’s instruments of service for information and reference in connection with the Architect’s work on the Project only. Copies may only be used for the purposes intended and may not be offered for sale or transfer without the express written consent of the City. The City shall be entitled to use the instruments of service and/or the Record Drawings, including all electronic or digital files and information, for renovations, additions, or alterations to the Project.”

**SC22** **Delete** GC5.4 in its entirety.

**SC23** **Delete** GC5.5 in its entirety.

**SC24** In GC5, Copyright and use of Documents, **Add** new Items .6, and .7:

“.6 Subject to the Architect’s rights in GC 5.3 as amended, reproduction of any documents or other data arising from the Contract for use by anyone is forbidden, without express permission in writing by the City, such permission shall not be unreasonably withheld.

- .7 Upon completion of the Record Drawings, the Architect shall make available to the City one electronic copy (.dwg) for City's future use with regard to alterations and extension to the completed Project."

**SC25** In GC 6, Project Identification, **Delete** in entirety, and **Replace** with the following:

- "6.1 The Architect may request the City's permission, which permission may be granted or denied at the City's sole discretion, to sign the building that is erected by inscription, or otherwise, on a permanent, suitable and reasonably visible part of the building.
- 6.2 The Architect may request the City's permission, which permission may be granted or denied at the City's sole discretion, to erect a sign at the Place Of The Work on a temporary, suitable and reasonably visible part of the construction site during the design and construction phases."

**SC26** In GC 7.1, **Delete** in entirety, and **Replace** with the following:

- "7.1 Without restricting the parties' obligation to indemnify as described in SC 32 below, SC 33 below, and Article 5.2 of the City's General Conditions, the City and the Architect shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this Contract, provided such claims are caused by:

- (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
- (2) a failure of the party to the Contract from whom indemnification is sought to fulfill its terms or conditions.

The parties expressly waive the right to indemnity for claims other than those provided for in this Contract."

**SC27** **Delete** GC7.2 in entirety and **Replace** with the following:

- "7.2 The obligation of either party to indemnify as set forth in paragraph 7.1 shall be limited as follows:
- .1 In respect to losses suffered by the City and the Architect for which insurance is to be provided by either party pursuant to SC 56 – INSURANCE shall be limited to the policy limits of the applicable Insurance Policy.

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- .2 In respect to losses suffered by the City and the Architect for which insurance is not required to be provided by either party in accordance with SC 56 – INSURANCE, the Construction Cost, but in no event, shall the sum be greater than \$20,000,000.
- .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advance by third parties, the limits of indemnity set forth in paragraphs GC 7.2.1 and GC 7.2.2 shall apply.”

**SC28** In GC 7.4.4, at the end of the clause **Add** the following “...save and exempt for such matters arising out their performance of the Professional Design Services and of their obligations under the Contract.”

**SC29** In GC 7.5, **Delete** in its entirety and **Replace** with the following;

“7.5 The Architect shall be liable to the City for the acts, omissions or errors of its Consultants. The Architect shall only be liable to the City for the acts, omissions or errors of the Specialists retained directly by the City, where the loss, injury or damage caused by the Specialist(s) arises directly or indirectly from the negligence of the Architect.”

**SC30** In GC 7.6, **Delete** the period at the end of the clause and **Add** the following phrase to the end of the clause;

“...provided such acts, omissions or errors are carried out in the course of the individual’s employment.”

**SC31** In GC 7, **Add** new Item .8 as follows:

“7.8 The obligation of either party to indemnify the other as set forth in paragraphs GC 7.1 and GC 7.2 shall be inclusive of interest and all legal costs.”

**SC32** In GC 7, **Add** new Item .9 as follows:

“7.9 Without limiting the parties’ obligation to indemnify as described in GC7.1, the City and the Architect shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits or proceedings, whether in respect to losses suffered by them or in respect of claims by third parties, that arise out of or are attributable to a breach of the party from who indemnification is sought of its obligations described in the amended GC 7.4.4 – Toxic or Hazardous Substances or Materials.”

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**SC33** In GC 7, **Add** new Item .10 as follows:

“7.10 The City shall indemnify and hold harmless the Architect from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings, arising out of the Architect’s performance of the Contract which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the Place Of The Work.”

**SC34** In GC 7, **Add** new Item .11 as follows:

“7.11 In respect to any claim for indemnity or to be held harmless by the City or the Architect:

- .1 Notice in Writing of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
- .2 Should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this Contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.”

**SC35** In GC 7, **Add** new Item .12 as follows:

“7.12 The Architect shall ensure that the professional Consultants hired by the Architect be covered by the same terms and conditions for the Professional Errors and Omissions Liability coverage and all other conditions as set forth by this Contract.”

**SC36** In GC 8.1, **Delete** the phrase “...architect’s services.” from the end of the clause and **Replace** with the word “...Contract.”

**SC37** In GC8.6, **Delete** in their entirety the following sentences;

“8.6 Before resuming services, the Architect shall be entitled to payment for all suspension expenses as defined in GC8.6 and for all expenses for recommencement of services within 30 days of the date that the invoice for suspension services is submitted. The Architect’s fees for the remaining services and time schedules shall be adjusted accordingly.”

**SC38** **Delete** GC 8.7 in its entirety.

**SC39** **Delete** GC 8.8 in its entirety.

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**SC40** In GC 8.9, **Add** the following phrase to the beginning of the clause:

“Subject to the City’s rights under s. 4.1, 4.2 and 4.3 of the City’s General Terms and Conditions,...”

**SC41** **Delete** GC 8.11 in its entirety and **Replace** with the following:

“8.11 If the Project is suspended by the City in accordance with s. 4.1 of the City’s General Terms and Conditions and prior to the expiration of the 180 calendar day period in s. 4.1 the City rescinds the suspension, the terms of the Contract shall remain unchanged. Should the City re-engage the Project after the 180 calendar day period in s. 4.1 of the City’s General Terms and Conditions, the parties may agree to adopt the terms and conditions of the Contract for the re-engaged Project. The parties agree in such circumstances, the Contract Price of the Contract may be renegotiated.”

**SC42** **Delete** GC8.12 in its entirety.

**SC43** **Delete** GC8.13 in its entirety.

**SC44** **Delete** GC 10.1 in its entirety and **Replace** with the following;

“10.1 Notwithstanding s. 2.6 of the City’s General Terms and Conditions, the City may assign the Contract or a portion thereof without the consent of the Architect, where such assignment is to an entity undertaking the Project for the City.”

**SC45** In GC 10.2, **Delete** the phrase “...contract documents...” with the phrase “...Construction Documents...”

**SC46** **Delete** GC 11 in its entirety.

**SC47** **Delete** GC 12.1 in its entirety.

**SC48** **Delete** GC 12.2 in its entirety.

**SC49** In GC 12.3, immediately after the word “Variance...”, **Add** the following phrase “...in the actual Construction Cost...”

**SC50** **Delete** GC 12.4 in its entirety.

**SC51** **Delete** GC12.5 in entirety and **Substitute** with the following:

“12.5 If the scope of the Project or of the Professional Design Services is changed, the Contract Price shall be adjusted accordingly, subject to the provisions of this paragraph GC 12.5.

For Additional Services contemplated by the parties, or when revisions or additions are made by the City to the Professional Design Services, the

Functional Program as per ANNEX F, or any other previously approved documents prepared by the Architect, and such revisions or additions require services beyond general intent of the Contract Documents, the fee for such Additional Services shall be mutually agreed with the City, in writing, and the Architect shall only provide these Additional Services if authorized in writing by the City.

Where the City has not requested a change in services in the manner outlined above but the Architect believes that instructions or directions given by the City constitute Additional Services, the Architect shall promptly notify the City of the required Additional Services in writing. The fee for, and authorization to provide the Additional Services, may be determined in the manner outlined above.

Whenever any fee adjustment is contemplated, the Architect shall provide to the City, within fifteen (15) business days of the occurrence, a written quotation for the proposed Additional Services setting out a detailed description of the Additional Services, the methodology utilized for calculating the additional fee requested, an amount of adjustment for the Architect's fees if any and the adjustment in the Contract time if any for the proposed change in the services.

The quotation shall also set out the Architect's reasons for believing that the proposed Additional Services are beyond the original scope of Professional Design Services under this Contract and shall **not** include;

- Errors or omissions by the Architect or anyone for whom the Architect is responsible;
- Instructions from Authorities Having Jurisdiction at the Place Of The Work for services that a Professional Architect ought to have reasonably foreseen or known;
- Coordination issues with or between Architect and Consultant's Constructions Documents; and
- Failing to follow instructions given by the Project Authority.

The quotation shall also state whether, in the opinion of the Architect, the fees for the Additional Services were caused by an act or omission of the Constructor. The Architect's fees for the proposed Additional Services shall be based on the rates set out in the level of effort table provided with the Architect's Proposal.



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The City shall approve or reject the Architect's written quotation within 20 business days of receipt of same. The City reserves the right to reject or negotiate any quotation it deems to be not fair or reasonable.

*Notwithstanding anything contained in this Section, if the City and the Architect disagree as to whether an adjustment of the Project constitutes Additional Services, the City may direct the Architect to proceed with the adjustment and the Architect is required to proceed with the adjustment but they may submit the dispute to the Dispute Resolution procedure in the Contract."*

**SC52 Delete** GC 12.6 in its entirety and Replace with the following:

- "6 If the construction time initially established in the Construction Contract is exceeded or extended through no fault of the Architect, the Contract Price for the Professional Design Services shall remain the same. The Architect may submit a claim to the City for an increase to the Contract Price as a result of the extension of the construction time. The Architect shall submit within a reasonable time to the City a detailed account of the amount claimed and the grounds upon which the claim is based, along with all necessary supporting documentation as determined by the City. The Architect shall not be entitled to an increase in the Contract Price for such an extension in the construction time unless the Architect can show that the claimed increase are for costs;
- which were not otherwise provided for in its original bid at ANNEX C; and
  - which could not, through the exercise of reasonable diligence, have been included in its original bid at ANNEX C.

**SC53 Delete** GC 12.8 in its entirety.

**SC54 Delete** GC 12.9 in its entirety.

**SC55 Delete** GC 12.10 in its entirety.

**SC56 Add** new General Condition GC14 to read as follows:

**"GC14 Insurances**

The Architect shall provide and maintain the following insurance:

- 14.1 **Project Specific Professional Liability** Insurance to limits of not less than \$10,000,000 for any one claim and in the aggregate. Such insurance shall provide coverage for all negligent acts, errors and omissions made by the Architect and its Consultants, their partners, officers, directors and

employees. Such insurance shall not exclude bodily injury or property damage including loss of use, or pollution liability and will remain in full force and effect during the performance of the construction Work and with an extended reporting period for five years after final completion.

The Architect and its Professional Consultants shall provide a Certificate of Insurance and such additional evidence as the City may from time to time request throughout a period no greater than 15 years after the date of Substantial Performance of the construction Work, confirming that the insurance coverage is in good standing or in the alternative has been replaced with the Retirement from Practice Insurance;

- 14.2 Commercial General Liability Insurance with limits of not less than \$10,000,000.00 inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use thereof. Such insurance coverage shall be in the name of the Architect and shall name the City of Ottawa as an additional insured hereunder. Such insurance shall include, but is not limited to blanket contractual liability, premises, property and operations, contingent employer's liability, non-owned automobile, broad form property damage, City's and Constructors' protective, occurrence property damage, products, broad form completed operations, employees as additional insured, cross liability and severability of interest clause. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the City;
- 14.3 Automobile Liability Insurance for owned / leased licensed vehicles with limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death and damage to property;
- 14.4 The above insurance policies shall contain an endorsement to provide all Named Insureds and Additional Insureds with thirty (30) days prior written notice of cancellation; and
- 14.5 The Architect shall provide the City with proof, in a form satisfactory to the City, of the insurance required under this section prior to the commencement of the Professional Design Services of this Contract and upon the anniversary date of all applicable policies."

**SC57 Add** new General Condition GC15 to read as follows:

**“GC15 Record Drawings**

The Architect shall prepare Record Drawings and provide a writable copy of the digital files in addition to a PDF copy of the digital files to the City within 20 calendar days of the date it receives the completed red-lined construction drawings prepared by the Constructor.”

**SC58 Add** new General Condition GC 16 to read as follows:

**“GC 16 Dispute Resolution**

Except as otherwise provided in the Contract any dispute under the Contract (a “Dispute”) will be resolved as follows:

- 16.1 The Architect and the City shall make all reasonable efforts to promptly resolve any Dispute, controversy or claim by negotiations, which shall be initiated by either of them giving to the other written notice (the “Dispute Notice”) containing details of the Dispute and the other shall provide its written reply thereto within ten (10) Business Days;
- 16.2 If, for any reason, the Dispute has not been resolved as aforesaid within a further ten (10) Business Days after receipt of the reply to the Dispute Notice, then the Dispute shall be elevated to the position of with the City and of the Architect or resolution. The parties shall have a period of a further twenty (20) Business Days to attempt to resolve the Dispute;
- 16.3 If, after the aforementioned twenty (20) Business Day period has expired, the Dispute remains unresolved, then the Parties shall proceed to attempt to resolve the Dispute by way of attending a mediation in Ottawa. Either party may initiate the mediation by providing a written notice to the other Party to schedule the mediation (the “Mediation Notice”). The Mediation Notice will include the name of the proposed mediator. Provided the Parties agree on the name of a mediator and subject to the availability of the mediator, such mediator and the Parties shall hold the mediation within thirty (30) Business Days of the mediator’s appointment. If the Parties cannot agree on the mediator to be appointed within three (3) Business Days of receipt of the Mediation Notice, either may apply to the Ontario Superior Court of Justice in Ottawa, Ontario, to have such a mediator appointed. The mediator’s fees, costs and expenses shall be borne equally by the Parties;
- 16.4 Should the Parties not be able to resolve the Dispute at a mediation, the Parties may commence a proceeding in the Ontario Superior Court of Justice in Ottawa, Ontario to resolve the matter;

**Amendments and Supplements to the  
Definitions and General Conditions of  
the OAA Document 600, 2008****RFP No. 30018-90610-P01**

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- 16.5 The time limits referred to in this Section may be abridged or extended by mutual agreement of the Parties; and
- 16.6 The Architect and the City shall continue to fulfill their obligations in respect of the Contract during any claim or Dispute. It is understood by the Parties that such action will not jeopardize any Dispute, or claim either Party might have. Unless the Contract has been terminated, after providing notice of a Dispute to City, the Architect shall continue to proceed with the work necessary to complete the Contract.”

END OF SUPPLEMENTARY CONDITIONS

END OF ANNEX D

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**ANNEX E – STANDARD FORM OF CONTRACT FOR ARCHITECTURAL SERVICES  
– OAA DOCUMENT 600, 2008 – INCLUDING AMENDED SCHEDULE A to  
DOCUMENT 600, Architect's Services and City's Responsibility**

- E1. Agreement for Ontario Association of Architects Standard Form of Contract for Architectural Services - Document 600, including articles A1 to A18 and signing page, as amended by contract.**

ANNEX E1 - OAA Document 600 2008.doc

- E2. Definitions to the General Conditions of the Ontario Association of Architects Standard form of Contract for Architectural Services – OAA Document 600, 2008, as amended by the Contract.**

**General Conditions of the Ontario Association of Architects Standard form of Contract for Architectural Services – OAA Document 600, 2008, as amended by the Contract.**

ANNEX E2 - Definitions and General Conditions 2008.doc

- E3 Amended Schedule A to Document 600, 2008 Architect's Services and Client's Responsibility.**

ANNEX E3 - Amended Schedule A-2017-05-29.pdf

'The Definitions to the General Conditions of the Ontario Association of Architects Standard form of contract for Architectural Services – Document 600, 2008' as amended by the Contract and 'The General Conditions of the Ontario Association of Architects Standard form of contract for Architectural Services – Document 600, 2008' as amended by the Contract are incorporated by reference into this solicitation. By submitting a bid, Proponents confirm that they have read 'The Definitions to the General Conditions of the Ontario Association of Architects Standard form of contract for Architectural Services – Document 600, 2008' and 'The General Conditions of the Ontario Association of Architects Standard form of contract for Architectural Services – Document 600, 2008, both as amended by the Contract and agree to be bound by them in any resulting contract.

A copy of E1, E2 and E3 will be made available with the RFP to Proponents on MERX.

END OF ANNEX E

**ANNEX F – OTTAWA CENTRAL LIBRARY JOINT FACILITY FUNCTIONAL PROGRAM**

Prepared by Resource Planning Group Inc (RPG) and dated January 31, 2018.

**VOLUME F1: FUNCTIONAL PROGRAM**

- ANNEX F1 - OPL-LAC Vol 1 Functional Program.pdf

- 1: PROJECT VISION
- 2: SUMMARIES
- 3: DESIGN OBJECTIVES
- 4: GENERAL PLANNING CRITERIA
- 5: COMPONENT PLANNING CRITERIA

**APPENDICES**

- Appendix A: Definition of Terms
- Appendix B: Project Parameters
- Appendix C: Physical Planning Principles

**VOLUME F2: SPACE DATA SHEET**

- 6: SPACE DATA SHEETS
  - ANNEX F2 - OPL-LAC Vol 2 Space Data Sheets.pdf

A copy of F1 and F2 will be made available with the RFP to Proponents on MERX.

**ANNEX G – APPENDICES**

The Architect is required to comply with the following documents, references, standards, codes, and guidelines etc. This is not an exhaustive list and does not remove the Proponent's responsibility to comply with all applicable codes and standards that may or may not be listed below.

The following documents shall be reviewed by Proponents and form part of this RFP.

**Appendix 1 Public Consultation Summary Reports**

- Appendix 1 - Appendices to Public Consultation Summary Report.pdf
- Appendix 1 - Public Consultation Summary Report.pdf

**Appendix 2 Legal Property Sketches**

- Appendix 2 - 1-OCL Site 19129-2.dwg
- Appendix 2 - 1-OCL Site 19129-2.pdf
- Appendix 2 - 2-OCL Site 19129-1-rev4
- Appendix 2 - 2-OCL Site 19129a-Rev01.dgn
- Appendix 2 - 3-Reference Plan.PDF
- Appendix 2 - 4-Sketch Plan 557 and 584 Wellington.pdf
- Appendix 2 - 5-20357-Pimisi-Aerialmapping.dgn
- Appendix 2 - 5-20357-Pimisi-Aerialmapping.dwg
- Appendix 2 - 5-20357-Pimisi-Aerialmapping.pdf
- Appendix 2 - 6-557 Wellington\_aerial.jpg
- Appendix 2 - 7-557 B.png
- Appendix 2 - 7-557 c.png
- Appendix 2 - 7-557 d.png
- Appendix 2 - 8-19129 (with CSST).pdf
- Appendix 2 - 9-library-mup-lrt-telus.dgn
- Appendix 2 - 9-library-mup-lrt-telus.dwg
- Appendix 2 - 9-library-mup-lrt-telus-with-topo.pdf

**Appendix 3 Multi Use Pathways adjacent to 557 Wellington Street**

- Appendix 3 - 1-Pimisi MUPs context plan.pdf
- Appendix 3 - 2-RTG MUPs Base.dwg
- Appendix 3 - Pimisi colour-image-1.jpg
- Appendix 3 - Pimisi colour-image-2.jpg
- Appendix 3 - Pimisi colour-image-4.jpg
- Appendix 3 - Pimisi colour-image-5.jpg
- Appendix 3 - Pimisi Station - FCD.pdf
- Appendix 3 - Pimisi\_BirdsEye\_smaller.jpg

- Appendix 3 - Pimisi\_Interior\_smaller
- Appendix 3 - RFOR SIN-0737 Pimisi-Area Landscape\_.pdf

**Appendix 4 TELUS Equipment located on 557 Wellington Street**

- Appendix 4 - 1-14152p035c.pdf
- Appendix 4 - 2-ON3286 proposed compound.pdf
- Appendix 4 - Bell-G9011 West Portal Requirements v2.3.pdf
- Appendix 4 - Bell-G9011\_16-268\_R3 (002) (003).pdf
- Appendix 4 - Telus-2017-08-16\_17158\_ON3286\_DWG\_Permit\_revC.PDF

**Appendix 5 Albert - Slater Corridor Redevelopment Drawings**

- Appendix 5 - 001-albert\_slater\_recplan at OCL Site\_22en.pdf
- Appendix 5 - 002-albert\_slater\_recplan\_en.pdf
- Appendix 5 - 003-RP04-ALBERT & SLATER-PROFILE.pdf
- Appendix 5 - Albert-Slater PPT\_ ENGLISH.pptx
- Appendix 5 - Library\_East\_March26.jpg
- Appendix 5 - Library\_West\_March26.jpg

**Appendix 6 Planning Application Design Brief**

- Appendix 6 - Design Brief and Planning Rationale.pdf
- Appendix 6 - Pedestrian Level Wind Study.pdf
- Appendix 6 - Servicing and Storm Water Management Report - Appendices.pdf
- Appendix 6 - Servicing and Storm Water Management Report.pdf
- Appendix 6 - Structural Design and Construction Approach for Building over CSST.pdf
- Appendix 6 - Transportation Noise and Vibration Study.pdf
- Appendix 6 - Transportation Study.pdf
- Appendix 6 - Pedestrian Level Wind Study Addendum 1.pdf
- Appendix 6 - Application Summary.pdf

**Appendix 7 CSST Design Drawings**

- Appendix 7 - csst\_site1\_lebreton\_select\_drawings\_draft.pdf
- Appendix 7 - Site 1 OCF ISD14-2036 IFC - Odor Control Facility.pdf
- Appendix 7 - Site 1 staging plan.pdf
- Appendix 7 - Site 1b chamber.pdf



Appendix 8 District Energy Service Offering

- Appendix 8 - 1 Ottawa Public Library RFP Language 2017.12.19.docx
- Appendix 8 - 2 Ottawa Public Library draft proposal V1.pdf

Appendix 9 LEED™ v4 Scorecard

- Appendix 9 - LEED Scorecard 820745 0053(2.0).pdf

Appendix 10 Environmental Reports

- Appendix 10 - Limited Environmental Review Part of 557 & 584 Wellington.pdf
- Appendix 10 - Phase 1 ESA.pdf
- Appendix 10 - Phase 2 ESA Summary.pdf

Appendix 11 Geotechnical Reports

- Appendix 11 - Geotechnical and Hydrological Investigation - CSST.pdf
- Appendix 11 - Geotechnical Desk-Top Study - 584 Wellington.pdf

Appendix 12 Building Information Modelling - Scope of Services

- Appendix 12 - Building Information Modelling 820745-0064(1.0).pdf

Appendix 13 Submission of Design Deliverables

- Appendix 13 - Design Deliverable Lists.pdf

Appendix 14 OAA General Review Documents

- Appendix 14 - OAA \_\_General Review - R6.pdf
- Appendix 14 - OAA -General Review \_\_ Practice Tip - PT5 \_\_ Ontario Association of Architects.pdf
- Appendix 14 - OAA Practice Bulletin A.10 Series.pdf
- Appendix 14 - OAA-1301529065\_PEO-OAA\_JointBulletin.pdf

Appendix 15 City's Construction Budget

- Appendix 15 -Soft Cost Assumptions OPL-LAC Joint Facility.pdf
- Appendix 15 - OPL-LAC Joint Facility Construction Budget.pdf

Appendix 16 NCC Guiding Principles

- Appendix 16 - NCC Guiding Principles - 2018-05-08.pdf

A copy of document in Appendices 1 through 16 will be made available with the RFP to Proponents on MERX.

END OF ANNEX G

## ANNEX H – REFERENCE CODES, POLICIES, AND STANDARDS

The following documents, references, standards, codes, guidelines etc., are intended to be a guide only and are not an exhaustive list. This list does not remove the Proponent's responsibility to comply with all laws, codes and standards applicable to the performance of the Contract Work. Also note the OPL and LAC have policies and standards that shall be complied with, e.g. signage standards, OPL furniture and shelving standards.

### City Policies and Standards

The following policies and standards shall be reviewed by Proponents and followed in the performance of the Contract:

- H01. Ottawa - IT Communication – BAS Infrastructure Standards (specification). PDF
- H02. Ottawa - ISD Bldgs Parks & Grounds - CADD Standards & Layering Guidelines - Sept 2010. PDF
- H03. Ottawa - Green (Sustainable) Building Policy - (LEED™ v4) Green Building Policy (<https://ottawa.ca/en/city-hall/your-city-government/policies-and-administrative-structure/administrative-policies/green>)
- H04. Ottawa – Official Plan – Secondary Plans - Central Area (<https://ottawa.ca/en/city-hall/planning-and-development/official-plan-and-master-plans/official-plan/volume-2a-5/10>)
- H05. Ottawa – Community Plans and Studies – Escarpment Area District Plan (<https://ottawa.ca/en/escarpment-area-district-plan>)
- H06. Ottawa - Zoning Information Ottawa – Planning & Development (<http://ottawa.ca/en/city-hall/planning-and-development>)
- H07. Ottawa - Sustainable Purchasing Policy (<http://ottawa.ca/en/ethical-purchasing>)
- H08. Ottawa - Purchasing Bylaw Purchasing Bylaw ([http://documents.ottawa.ca/sites/documents.ottawa.ca/files/purchasing\\_bylaw\\_50\\_2000\\_en.PDF](http://documents.ottawa.ca/sites/documents.ottawa.ca/files/purchasing_bylaw_50_2000_en.PDF) - 901k - Jan 2015)
- H09. Ottawa - Accessibility Design Guides Municipal Accessibility Plan and policies (<https://ottawa.ca/en/city-hall/accessibility-services/accessibility-design-standards-features>)
- H10. Ottawa - Vendor Performance Management Guidelines (VPM) (<https://ottawa.ca/en/business/doing-business-city/procurement>)
- H11. Ottawa - Infrastructure – Stormwater Management & OPS Design Manual (<http://www.ragsb.mto.gov.on.ca/techpubs/OPS.nsf/OPSHomepage>)
- H12. Ottawa - Public Art Policy (<http://ottawa.ca/en/city-hall/your-city-government/policies-and-administrative-structure/public-art-policy>)

- H13. Ottawa - Communications Policy - Visual Identity Standards Manual ([http://ottawa.ca/en/city-hall/your-city-government/policies-and-administrative-structure/visual-identity-elements-rules#P16\\_6468](http://ottawa.ca/en/city-hall/your-city-government/policies-and-administrative-structure/visual-identity-elements-rules#P16_6468))
- H14. Ottawa Chapter CAGBC- (LEED™ v4) (<http://www.cagbc.org/CAGBC/Chapters/OttawaRegion/CAGBC/Chapters/Ottawa/Ott.aspx?hkey=2a90b91b-db2b-4b56-b022-4924b14e7d41>)
- H15. Ottawa - Site Plan Control Application Form, ([http://app06.ottawa.ca/online\\_services/forms/ds/site\\_plan\\_control\\_en.pdf](http://app06.ottawa.ca/online_services/forms/ds/site_plan_control_en.pdf))
- H16. Ottawa - Committee of Adjustment Application Process -Site Severance ([http://ottawa.ca/en/city-hall/planning-and-development/how-develop-property/mandate-and-structure-committee-adjustment#toc\\_h2\\_5](http://ottawa.ca/en/city-hall/planning-and-development/how-develop-property/mandate-and-structure-committee-adjustment#toc_h2_5))
- H17. Ottawa - Building Permit to Construct, (<http://ottawa.ca/en/permits-business-licences-and-applications/building-permit-construct>)
- H18. Ontario Occupational Health and Safety Act - R.R.O. 1990, ([www.e-laws.gov.on.ca/html/statutes/english/elaws\\_statutes\\_90o01\\_e.htm](http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_90o01_e.htm))
- H19. Ontario Regulation 213/91 Construction Projects ([www.e-laws.gov.on.ca/html/regs/english/elaws\\_regs\\_910213\\_e.htm](http://www.e-laws.gov.on.ca/html/regs/english/elaws_regs_910213_e.htm))
- H20. Infrastructure Health & Safety Association of Ontario B026 – Joint Health and Safety Committee. (<https://www.ihsa.ca/Free-Products/Downloads/B026-Guidelines-Joint-Health-and-Safety-Commit.aspx>)
- H21. Infrastructure Health & Safety Association of Ontario B030 – Emergency Response Planning for Construction Projects. (<https://www.ihsa.ca/Free-Products/Downloads/B030-Emergency-Response-Planning-for-Constructio.aspx>)
- H22. Federal – Federal Identity Program Manual, (<https://www.canada.ca/en/treasury-board-secretariat/services/government-communications/federal-identity-program/manual.html>)

A copy of H01 will be made available with the RFP to Proponents on MERX.

A copy of H02 will be made available in USB format upon written request to the Contracting Authority.

END OF ANNEX H

## **ANNEX I – CITY'S SUPPLEMENTAL CONDITIONS**

### **I1. SUPPLEMENTAL CLAUSES:**

#### **I1.1 Locations and Architect's Office**

For the purposes of the Contract, all Professional Design Services performed by the Architect shall be deemed to be performed in the Ottawa office of the Architect located in the City of Ottawa unless written approval of an alternate location is obtained from the City. All fees and disbursements shall be calculated and invoiced according to the applicable deemed location of the Architect's office.

#### **I1.2 Interim Expenditure Reports and Payment Restriction**

The Architect's total fees and disbursements for the performance of all the Professional Design Services required under the terms of this Contract shall not exceed the total amount stated in the Purchase Order.

The total amount specified in the Purchase Order, as well as all applicable taxes payable, shall represent the total amount payable to the Architect with respect to the provision or supply of any Services or intangible property by the Architect to the City, or in connection with the provision, supply, transfer or sale of any goods, material or tangible property by the Architect to the City pursuant to this Contract. Any changes in taxes payable during the Term this Contract may, in the discretion of the City, either increase or decrease the total amount payable to the Architect under the terms of this Contract.

#### **I1.3 Approval by other Authorities**

Where either the Professional Design Services of the Architect or the Project is subject to the approval or review of an authority, government department or agency other than the City, such approval or review shall be obtained through the offices of the City and unless authorized by the City in writing, such approval or review shall not be obtained by direct contact by the Architect with such other authority, government department or agency.

#### **I1.4 Vendor Performance Management**

I1.4.1 The City of Ottawa evaluates the performance of Architects and Constructors on the delivery of construction related contracts for design, construction and contract administration services. The results of such evaluations are recorded in the City's Vendor Performance Management (VPM) System.

I1.4.2 The Contract resulting from this Request for Proposal will be subject to a performance evaluation conducted by the Project Manager (City) and recorded in the City's Vendor Performance Management (VPM) System.

I1.4.3 The City reserves the right to consider the Architect's performance on City contracts, as recorded in the VPM System, in the award of future contracts. The City will support all evaluations in the VPM System with documentation recorded by the Project Manager (City) in accordance with the City's "Contract Administration and Reporting on Supplier Performance Procedures".

I1.4.4 Additional information related to VPM may be found at:

<http://ottawa.ca/en/business/doing-business-city/purchasing#vendor-performance-management-vpm>

END OF ANNEX I

**ANNEX J – CITY'S GENERAL TERMS AND CONDITIONS**

The City's *General Terms and Conditions* as dated 28 December 2017 are incorporated by reference into this solicitation. By submitting a bid, Proponents confirm that they have read the City's *General Terms and Conditions* and agree to be bound by them in any resulting contract.

A copy of the *General Terms and Conditions* as dated 28 December 2017 is available on the Purchasing page of [www.Ottawa.ca](http://www.Ottawa.ca): [City of Ottawa General Terms and Conditions 28 December 2017](#).

END OF ANNEX J

## **ANNEX K – COMMERCIALLY CONFIDENTIAL MEETING REQUEST FORM**

Date and Time requested Option 1: \_\_\_\_\_, 2018  
Date and Time requested Option 2: \_\_\_\_\_, 2018  
Date and Time requested Option 3: \_\_\_\_\_, 2018

Carol Butler  
Senior Officer, Procurement and Policy  
[Carol.Butler@ottawa.ca](mailto:Carol.Butler@ottawa.ca)

Re: RFP No. 30018-90610-P01

Commercially Confidential Meetings (CCM) – Acknowledgement, Waiver and Release

The undersigned Proponent hereby acknowledges and agrees that:

- Participation in this CCM is to provide the City and the Proponent a forum for the tabling of questions and answers and obtaining information related to City's requirement for Professional Design Services for the Ottawa Central Library Project;
- Unless confirmed in a written Addendum to the RFP, any statement or commentary made by any of the City's, OPL's, or LAC's representatives, managers, employees, Specialists, advisors and/or agents during a CCM:
  - will not constitute a representation of any kind, whether a representation of fact or otherwise;
  - will not in any way amend or waive any provision of the RFP;
  - is not in any way binding on the City or any of its representatives, managers, employees, Specialists, advisors and/or agents;
  - cannot be deemed or considered to be an indication of a preference or rejection by the City of anything presented during the CCM; and
  - The City shall be under no obligation to confirm, in writing or otherwise, any information exchanged during the CCM;
- The undersigned shall not seek to obtain commitments from any of the City's representatives, managers, employees, Specialists, advisors and/or agents during the CCM or otherwise seek to obtain an unfair competitive advantage over any other Proponent;
- The undersigned shall not attempt to use any aspect of a CCM to provide the Proponent with access to information that is not equally available to other Proponents;
- All CCMs will be attended by the Fairness Commissioner;
- The advice of the Fairness Commissioner may be sought during a CCM, through the Chair, if required; and



- The Proponent waives any and all rights to contest and/or protest the RFP process and the processes and guidelines set out herein, including the Proponent's CCM, based on the fact that such Proponent CCM occurred or on the basis that information may have been received during a CCM by another Proponent, Proponent team member or their respective advisors or representatives that was not received by the Proponent, Proponent team member or any of their respective advisors or representatives. For greater certainty, the undersigned waives any and all rights to contest and/or protest the decision by the City to grant it a CCM.

The undersigned acknowledges and understands that it is not permitted to participate in the CCM(s) unless it has signed this Acknowledgement, Waiver and Release.

The undersigned hereby acknowledges and agrees that nothing herein shall derogate from, or in any way vary, amend or limit the terms of the RFP.

The undersigned further understands that any concerns with respect to the fairness of a CCM or any other fairness concerns up to the date of such CCM should be brought to the attention of the Fairness Commissioner for the Project, during the meeting or within five (5) business days thereafter.

IN WITNESS WHEREOF the undersigned has executed this Acknowledgement, Waiver and Release effective as of the day and year first above written.

\_\_\_\_\_  
Signature: I have the authority to bind Proponent

\_\_\_\_\_  
(Print) Name:

\_\_\_\_\_  
(Print) Job Title:

\_\_\_\_\_  
Witnessed By:

\_\_\_\_\_  
(Print) Name of Witness: