

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave. Jaspe
5th floor/5e étage
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Title - Sujet Cook-Chill Production Kitchen	
Solicitation No. - N° de l'invitation 21120-133852/A	Date 2013-07-17
Client Reference No. - N° de référence du client 21120-133852	
GETS Reference No. - N° de référence de SEAG PW-\$PWU-009-9882	
File No. - N° de dossier PWU-3-36101 (009)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-08-09	Time Zone Fuseau horaire Mountain Daylight Saving Time MDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Davyduke (RPC), Katherine	Buyer Id - Id de l'acheteur pwu009
Telephone No. - N° de téléphone (780) 497-3547 ()	FAX No. - N° de FAX (780) 497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Correctional Services Canada Bowden Institution QEII, Highway 2 South Bowden, AB	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

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

Solicitation No. - N° de l'invitation

21120-133852/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwu009

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

21120-133852

File No. - N° du dossier

PWU-3-36101

CCC No./N° CCC - FMS No/ N° VME

IMPORTANT NOTICE TO BIDDERS

Important changes have been introduced, refer to the Special Instructions to Bidders SI01 paragraph 3 for requirements related to the Code of Conduct for Procurement.

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 CODE OF CONDUCT AND CERTIFICATIONS - RELATED DOCUMENTATION

By submitting a bid, the Bidder certifies, for itself and its affiliates, to be in compliance with the Code of Conduct and Certifications clause IB02 of the Instructions to Bidders (2013-01-28). The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true.

SI02 OPENING OF BIDS

1. There will be no public opening at bid closing time.

SI03 INSUFFICIENT FUNDING

In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; and/or
- c. negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

SI04 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appL>

Contracts Canada (Buy and Sell) <https://www.achatsetventes-buyandsell.gc.ca/eng/welcome>

Canadian economic sanctions <http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

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

Bid Bond (form PWGSC-TPSGC 504) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf>

Labour and Material Payment Bond (form PWGWSC-TPSGC 506)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Certificate of Insurance (form PWGSC-TPSGC 357)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf>

SACC Manual

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

Schedules of Wage Rates for Federal Construction Contracts

http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml

PWGSC, Industrial Security Services [Http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html)

PWGSC, Code of Conduct and Certifications

[Http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html](http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html)

The forms referenced herein are available at the following Website:

[Http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html)

SI05 OPTIONAL SITE VISIT

There will be a site visit on July 26, 2013 at 10:00 AM MDST. Interested bidders are to meet at Main Gate, Bowden Institution, QEII Highway South, Bowden, Alberta

The site visit for this project is OPTIONAL. The representative of the bidder will be required to sign the Site Visit Attendance Sheet at the site visit.

SI06 MANDATORY HEALTH AND SAFETY

- 1) The recommended Bidder shall provide to the Contracting Authority, prior to Contract award:
 - 1.1 a Workers Compensation Board Premium Rate Statement - Alberta, or equivalent documentation from another jurisdiction;
 - 1.2 a Workers Compensation Board letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or who are anticipated to be present on the work site(s), or equivalent documentation from another jurisdiction; and
 - 1.3 a Certificate of Recognition (COR) or Registered Safety Plan (RSP). A health and safety policy and program, as required by other provincial/territorial Occupational Health and Safety Acts, will be acceptable in lieu of a COR or RSP.
- 2) The recommended Bidder shall deliver all of the above documents to the Contracting Authority on or before the date stated (usually 3-5 days after notification) by the Contracting Authority. Failure to comply with the request may result in the bid being declared non-compliant.

SI07 SECURITY REQUIREMENT

1. **This solicitation contains a mandatory security requirement for the performance of the subsequent contract - SC04 of the Supplementary Conditions**

Introduction

Public Works and Government Services Canada (PWGSC) is inviting qualified Design-Build (D-B) bidders to design, build and commission the kitchen building and services in accordance with the requirement of the Request for Proposal (RFP).

The objective of this RFP is to retain an individual Contractor or Joint Venture to provide the complete design-build work for the Bowden Institution Production Kitchen at the Bowden Institution, Bowden, AB. Utilizing a D-B service delivery methodology, a full range of professional consultant and contractor services will be required during both the design and construction phases of the project. The work consists of but is not limited to the design and construction of a Production Kitchen, as more fully described in the Project Brief. *IMPORTANT NOTICE: New measures related to Code of Conduct and certifications included in the solicitation documents requires attention.*

This is a single phase selection process. This RFP Document sets out the project requirement, i.e., the particulars of the project itself and the broad scope of services required from the Contractor.

Based upon their analysis of the project requirements and the capability/capacity of their firm, the bidders formulate bids for the service, including their price.

The bidders describe their capabilities and proposed services in the "*Technical Portion*" of the submission (Envelope One). The "*Price Portion*" includes the proposed price and bid security which is submitted in a sealed envelope (envelope two).

The Technical Portion of competitive bids are evaluated, without knowledge of the price, by the Technical Evaluation Board. Evaluation is based on a set of pre-established criteria, components and rated. Numerical technical scores are awarded at the completion of the technical evaluation.

The price envelopes corresponding to all responsive proposals will be considered on completion of the Technical Evaluation. The price submitted by the bidders must be divided by the Technical Score to establish the Price per Point for the Proposal. The bidder with the lowest overall Price per Point will be recommended for award of a contract.

In the event of a tie, the bidder with the higher Technical Score will be recommended for award of a contract.

INSTRUCTIONS TO BIDDERS

Glossary of Terms:

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

Bidder Team: The team consisting of the prime Contractor, prime consultant, specialists and other firms or Subcontractors, including the Bidder, proposed by the Bidder to perform or furnish all the Services, Documents, Labour, Material and Plant for the execution of the Work.

Key Personnel: Staff of the Contractor, Subcontractors and specialists proposed to be assigned to this project.

Technical Rating: A rating assigned to the technical component of a proposal in the selection procedure.

Bidder: The entity (or in the case of a joint venture, the entities) submitting a bid. The successful Bidder will be the Contractor upon award of Contract.

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

NOTE: Where "Proposal" appears in this bid solicitation and the resulting contract, this means "Bid" in the context of the Terms, Conditions and Instructions.

IB01 BID DOCUMENTS

- 1) The following are the bid documents:

- (a) Request for Proposals - Page 1;
- (b) Instructions to Bidders;
- (c) Clauses and Conditions identified in Contract documents;
- (d) Submission Requirements and Evaluation;
- (e) Price Form;
- (f) Terms of Reference; and
- (g) any amendments prior to solicitation closing

Submission of a bid constitutes acknowledgment that the Bidder has read and agrees to be bound by these documents.

IB02 CODE OF CONDUCT AND CERTIFICATIONS - BID (2013-01-28)

1. Bidders must comply with the Code of Conduct for Procurement. In addition to the Code of Conduct for Procurement, bidders must a) respond to bid solicitations in an honest, fair and comprehensive manner, b) accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitations and resulting contracts, c) submit bids and enter into contracts only if they will fulfill all obligations of the Contract.
2. Bidders further understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be awarded a contract. Canada will declare non-responsive any bid in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications specified hereinafter is found to be untrue, in any respect, by Canada. If it is determined, after contract award, that the Bidder made a false declaration, Canada will have the right to terminate the Contract for default. The Bidder will be required to diligently maintain up-to-date the information herein requested. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.
3. For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies, and subsidiaries, whether partly or wholly-owned, as well as individuals, and directors, are Bidder's affiliates if:
 - a. directly or indirectly either one controls or has the power to control the other, or
 - b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or

a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

4. Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide with their bid or promptly thereafter the name of the owner. Bidders bidding as societies, firms, or partnerships do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

5. The Bidder must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the validity period of the bid as well as during the period of any contract arising from this bid solicitation. The Bidder must also, when so requested, provide Canada with the corresponding Consent Forms.
6. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.
7. By submitting a bid, the Bidder certifies that neither the Bidder nor any of the Bidder's affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.
8. By submitting a bid, the Bidder certifies that no one convicted under any of the provisions under a) or b) are to receive any benefit under a contract arising from this bid solicitation. In addition, the Bidder certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Bidder nor any of the Bidder's affiliates has ever been convicted of an offence under any of the following provisions:
 - a. paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act, or
 - b. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or
 - c. section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada, or
 - d. section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Competition Act, or
 - e. section 239 (False or deceptive statements) of the Income Tax Act, or
 - f. section 327 (False or deceptive statements) of the Excise Tax Act, or
 - g. section 3 (Bribing a foreign public official) of the Corruption of Foreign Public Officials Act, or

- h. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act.
9. In circumstances where a criminal pardon or a record suspension has been obtained, or capacities have been restored by the Governor in Council, the Bidder must provide with its bid or promptly thereafter a copy of confirming documentation from an official source. If such documentation has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive.
10. Bidders understand that Canada may contract outside of the present solicitation process with a supplier who has been convicted of an offense enumerated under c) to h) of the paragraph hereinabove, or who is affiliated with someone who has been convicted of an offense enumerated under c) to h) of the paragraph hereinabove, when required to do so by law or legal proceedings, or when Canada considers it necessary to the public interest for reasons which include, but are not limited to:
- Only one person is capable of performing the contract;
 - Emergency;
 - National security;
 - Health and safety;
 - Economic harm;

Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

IB03 CONFLICT OF INTEREST - UNFAIR ADVANTAGE

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

IB04 COMPLETION OF BID

1) The bid shall:

- a) be submitted on the Bid Form provided through Buy & Sell or on a clear and legible reproduced copy of said Bid Form; the reproduced copy must be identical in every respect to the Bid Form provided through Buy & Sell;
- b) not be delivered to the Bid Receiving Unit by means of facsimile transmission; facsimile copies of bids are not acceptable;
- c) be based on the bid documents listed above;
- d) be correctly completed in all respects;
- e) be signed by a duly authorized representative of the Bidder; and
- f) be accompanied by
 - i) the bid security as specified herein; and
 - ii) any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the bid.

- 2) Any alteration to the preprinted or pre-typed sections of the Bid Form, or any condition or qualification placed upon the bid shall be direct cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Bid Form by the Bidder shall be initialed by the person or persons signing the bid. Initials shall be original(s). Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.

IB05 IDENTITY OR LEGAL CAPACITY OF THE BIDDER

- 1) In order to confirm the authority of the person or persons signing the bid or to establish the legal capacity under which the Bidder proposes to enter into Contract, any Bidder who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of (a) such signing authority; and (b) the legal capacity under which it carries on business; prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this bid on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership

IB06 SUBMISSION OF BID

- 1) Bids are submitted following a "two envelope" procedure, in which bidders submit the "technical" components of their bid in one envelope and the proposed price, including bid security, in a second envelope. The Bid shall be addressed and submitted to the office designated for the receipt of bids. It must be received on or before the date and time set for bid closing.

Submissions are to be addressed to:

Bid Receiving Unit, Public Works and Government Services Canada
10025 Jasper Ave., 5th Floor
Telus Plaza North
Edmonton, Alberta T5J 1S6

- 2) Prior to submitting the bid, the Bidder shall ensure that the following information is clearly printed or typed in the appropriate spaces on the face of the bid return envelope:
- a) Solicitation Number

- b) Description/Location
 - c) Name of Bidder
 - d) Closing Time/Date
- 3) Failure to comply with 1 and 2 may render the bid liable to disqualification.
 - 4) To be considered responsive, a bid must meet all of the mandatory requirements set out in the RFP. No further consideration in the selection procedure will be given to a Bidder submitting a non-responsive bid

IB07 REVISION OF BIDS

A bid submitted in accordance with these instructions may be revised by letter or facsimile provided the revision is received at the office designated for the receipt of bids, on or before the date and time set for the closing of bid. The facsimile must be on the Bidder's letterhead or bear a signature that identifies the Bidder. A revision to a unit price bid must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies. **Facsimile # (780)497-3510.**

IB08 CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES

For the purposes of GC1.8 of the General Conditions, only fees or charges directly related to the processing and issue of building permits shall be included. Bidders shall not include any monies in the bid amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

IB09 PRICE

- 1) Unless specified otherwise elsewhere in the bid documents:
 - (a) the bid price shall be in Canadian currency, and
 - (b) the bid price shall not include any amount for the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) as may be applicable, and
 - (c) exchange rate fluctuation protection is not offered, and
 - (d) any request for exchange rate fluctuation protection will not be considered, and will render the bid non-responsive.

IB10 LICENSING REQUIREMENTS

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

IB11 COMPOSITION OF TEAM

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

IB12 LISTING OF SUBCONTRACTOR AND SUPPLIERS

- 1) Notwithstanding any list of Subcontractors which the Bidder may be required to submit as part of the bid, the Bidder submitting the recommended bid shall, within 48 hours of receipt of a notice thereof, submit the names of Subcontractors and suppliers for the part or parts of the work listed in the said notice. Once named, the successful Contractor may not substitute one Subcontractor for another without written approval from Canada

IB13 FINANCIAL STATEMENTS

- 1) In order to confirm a Bidder's financial capability to perform the subject requirement, the Contracting Authority reserves the right to have access, during the bid evaluation, to current Bidder financial information. If requested, the financial information to be provided shall include, but not be limited to, the Bidder's most recent audited financial statements or financial statements certified by the Bidder's chief financial officer.
- 2) Should the Bidder provide the requested information to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as provided in the Access to Information Act.
- 3) In the event that a bid is found to be non-compliant on the basis that the Bidder is considered NOT to be financially capable of performing the subject requirement, official notification shall be provided to the Bidder.

IB14 LANGUAGE OF THE BID AND CONTRACT DOCUMENTS

- 1) The Contract documents shall be in the same official language (English or French) as the language of the bid submitted.

IB15 ACCEPTANCE OF BID

- 1) Canada may accept any bid, whether it is the lowest or not, or may reject any or all bids.
- 2) Without limiting the generality of paragraph 1) of IB15, Canada may reject a bid if any of the following circumstances is present:
 - a) the Bidder's bidding privileges are suspended or are in the process of being suspended;
 - b) the bidding privileges of any employee or subcontractor included as part of the bid are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to bid on the Work, or the portion of the employee or subcontractor is to perform;
 - c) with respect to current or prior transactions with Canada
 - (i) the Bidder is bankrupt or if, for whatever reason, its activities are rendered inoperable for an extended Period;

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- (ii) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
 - (iii) Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of its bid; or
 - (iv) Canada determines that the Bidder's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
 - 3) In assessing the Bidder's performance on other contracts pursuant to subparagraph 2)(c)(iv) of IB15, Canada may consider, but not be limited to, such matters as:
 - a) the quality of workmanship in performing the Work;
 - b) the timeliness of completion of the Work;
 - c) the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
 - d) the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
 - 4) Without limiting the generality of paragraphs 1), 2) and 3) of IB15, Canada may reject any bid based on an unfavourable assessment of the
 - a) adequacy of the bid price to permit the work to be carried out and, in the case of a bid providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
 - b) Bidder's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
 - c) Bidder's performance on other contracts.
 - 5) Where Canada intends to reject a bid pursuant to a provision of paragraphs 1), 2), 3) or 4) of IB15, other than subparagraph 2)(a) of IB15, the contracting Authority will inform the Bidder and provide the Bidder 10 days within which to make representations, before making a final decision on the bid rejection.
 - 6) Canada may waive informalities and minor irregularities in bids received if Canada determines that the variation of the bid from the exact requirements set out in the Bid Documents can be corrected or waived without being prejudicial to other Bidders.

IB16 ENQUIRIES DURING THE SOLICITATION PERIOD

- 1) Enquiries regarding the bid must be submitted in writing to the Contracting Officer named on the front page of the Request for Proposal as early as possible within the bidding period. Enquiries should be received no later than 5 calendar days prior to the date set for bid closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.

- 2) To ensure consistency and quality of the information provided to bidders, the Contracting Officer will examine the content of the enquiry and will decide whether or not to issue an amendment to the Bid Documents.
- 3) All enquiries and other communications sent throughout the bidding period are to be directed ONLY to the Contracting Officer named on the front page of the Request for Proposal. Failure to comply with this requirement may result in the bid being declared non-responsive.

IB17 BID SECURITY REQUIREMENTS

- 1) The Bidder shall submit bid security with its bid in the form of a bid bond or a security deposit in an amount that is equal to not less than 10% of the bid amount. The maximum amount of bid security required with any bid is \$2,000,000.
- 2) A bid bond (form PWGSC-TPSGC 504) shall be in an approved form, properly completed, with original signature(s) and issued by an approved company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, Acceptable Bonding Companies displayed at the following web site:
[Http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appl](http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appl)
 The approved form for the bid bond is displayed as form PWGSC-TPSGC 504 at the following web site: [Http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html)
- 3) A security deposit shall be an original, properly completed, signed where required and be either
 - a) a bill of exchange, bank draft or money order payable to the Receiver General for Canada;
 - b) bonds of the Government of Canada or bonds unconditionally guaranteed as to principal and interest by the Government of Canada; or
- 4) A bill of exchange, bank draft or money order referred to in IB 17.3 shall be certified by or drawn on
 - a) a corporation or institution that is a member of the Canadian Payments Association;
 - b) a corporation that accepts public deposits and repayment of the deposits is unconditionally guaranteed by Her Majesty in right of a province;
 - c) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law,
 - d) a corporation, association or federation incorporated or organized as a credit union or cooperative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137 (6)(b) of the Income Tax Act, or
 - e) Canada Post Corporation.
- 5) If a bill of exchange, bank draft or money order is drawn on an institution or corporation other than a chartered bank it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in IB 17.4, either by letter or by a stamped certification on the bill of exchange, bank draft, or money order.
- 6) For the purposes of this section a bill of exchange is an unconditional order in writing signed by the Bidder and addressed to an approved financial institution, requiring the said institution to pay,

on demand, at a fixed or determinable time a sum certain of money to, or to the order of, the Receiver General for Canada.

- 7) Bonds referred to in IB 17.3 shall be provided on the basis of their market value current at the date of bid closing, and shall be
 - a) payable to bearer,
 - b) accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations, or
 - c) registered as to principal or as to principal and interest in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations.
- 8) As an alternative to a security deposit an irrevocable standby letter of credit is acceptable to Canada and the amount shall be determined in the same manner as a security deposit referred to above.
- 9) An irrevocable standby letter of credit referred to in paragraph IB 17.8 shall
 - a) be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf,
 - i) is to make a payment to, or to the order of, the Receiver General for Canada as the beneficiary;
 - ii) is to accept and pay bills of exchange drawn by the Receiver General for Canada;
 - iii) authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
 - iv) authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
 - b) state the face amount which may be drawn against it;
 - c) state its expiry date;
 - d) provide for sight payment to the Receiver General for Canada by way of the financial institutions' draft against presentation of a written demand for payment signed by the authorized Departmental Representative identified in the letter of credit by his/her office;
 - e) provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
 - f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600, Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
 - (g) be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

IB18 CONTRACT SECURITY REQUIREMENTS

- 1) The successful Bidder shall be required to provide Contract security in accordance with R2890 (2012-07-16) - Contract Security listed in the Terms of Agreement - A1 Contract Documents, within 14 days after receipt of a notice in writing that the bid was accepted by Canada.

IB19 GOODS AND SERVICES TAX/HARMONIZED SALES TAX/QUEBEC SALES TAX

- 1) Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, shall not be included when calculating the amount of any bid security or Contract security that may be required. Any amount levied in respect of the GST/HST shall be billed as a separate item in a progress claim submitted by the Contractor, and shall be paid to the Contractor in addition to the amount approved by Canada for work performed under the Contract. The Contractor shall be required to remit the appropriate amount to the Canada Revenue Agency in accordance with the applicable legislation.
- 2) The Federal Government is exempt from the Quebec Sales Tax (QST). Bidders shall not include in their prices any amount that is intended to cover the QST on goods and services performed in the execution of the Work except for such amounts for which an Input Tax Refund is not available. The successful Bidder should make arrangements directly with the Province of Quebec to recover any QST paid by it in performing the Work under the resulting Contract.

IB20 COMPLIANCE WITH APPLICABLE LAWS

- 1) By submission of a bid, the Bidder certifies that the Bidder has the legal capacity to enter into a contract and is in possession of all valid licenses, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the bid and entry into any ensuing contract for the performance of the work.
- 2) For the purpose of validating the certification in paragraph 20.1, a Bidder shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the said request.
- 3) Failure to comply with the requirements of paragraph 20.2 shall result in disqualification of the bid.

IB21 PERFORMANCE EVALUATION

- 1) Bidders shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Canada. The evaluation will be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.

The form PWGSC-TPSGC 2913

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

SELECT- Contractor Performance Evaluation report form, is used to record the performance.

IB22 BID COSTS

- 1) No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

IB23 PROCUREMENT BUSINESS NUMBERS

- 1) Bidders are required to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information system on the Contracts Canada Web site. For non-Internet registration, Bidders may contact the nearest Supplier Registration Agent.

IB24 BID VALIDITY PERIOD

- 1) Canada reserves the right to seek an extension to the bid validity period beyond the **60 days** referred to therein. Upon notification in writing from Canada, the Bidders shall have the option to either accept or reject the proposed extension.
- 2) If the extension referred to in 24.1 is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
- 3) If the extension referred to in 24.1 is not accepted, in writing, by all those who submitted responsive bids then Canada shall, at its sole discretion, either
 - a) continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
 - b) cancel the RFP.
- 4) The provisions expressed herein do not in any manner limit Canada's rights in law or under Section 15 of the Instructions to Bidders.

IB25 DELAYED BIDS

1. A bid delivered to the specified bid receiving unit after the closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed bids. The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:
 - a) a CPC cancellation date stamp; or
 - b) a CPC Priority Courier bill of lading; or
 - c) a CPC Xpresspost labelthat clearly indicates that the bid was mailed before the bid closing date.
2. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by PWGSC.
3. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

IB26 NOTIFICATION

- 1) Canada normally expects to advise in writing unsuccessful bidders within one week after entering into a contractual arrangement with the successful Bidder.

IB27 DEBRIEFING

- 1) A debriefing will be provided, on request, only following entry by Canada into a contractual arrangement with the successful Bidder. Should a Bidder desire a debriefing, the Bidder should contact the person identified on the front page of the RFP within 15 working days of the notification of the results of the solicitation. The debriefing will include an outline of the strengths and weaknesses of the submission, referring to the evaluation criteria. The confidentiality of information relating to other submissions will be protected. The debriefing may be provided in writing, by telephone or in person.

Submission Requirements and Evaluation (SRE's)

SECTION 1 BID FORM AND CONTENT REQUIREMENTS

Canada is seeking bids specific to this project. The bid must demonstrate an analytical and creative response to the specific nature of the project as set out in the Terms of Reference .

The bid submission itself shall comprise two parts, *Part 1 - Technical Portion* and *Part 2 - Price Portion*.

Part 1 - "Technical Portion":

- should contain all the material necessary to fully represent the technical content of the bid called for in the Request for Proposal document (which includes the Terms of Reference, in a concise, comprehensive manner. It is to be organized under the technical criteria detailed in the Submission Requirements. These criteria are meant to permit a connected, logical presentation of the bid. While the Submission Requirements explanations describe in general terms the intent and the information to be included under each criterion, they are not necessarily exhaustive. Bidders are responsible for fully representing their bid.
- No reference to "PRICE" is to be included in the "TECHNICAL" portion of the submission

Part 2 - "Price Portion":

- Contains the bid price to perform all the proposed services. Complete one copy only of the Bid Price Form (Annex B), and enclose it together with the bid security in a separate sealed envelope clearly marked with the Bidder's name and the project identification. It is mandatory that the Bid Price Form be used for this purpose.

Provide **one (1) bound and signed original, and five (5) bound copies** of *Part 1 - Technical Portion*; and **one (1) signed original** of *Part 2 -Price Portion*, Bid Price form.

Bidders should not submit promotional materials as part of their submissions and are strongly encouraged,

- a) not to submit information that is not required by this RFP;
- b) to be succinct in their submissions;
- c) to mark each page of their submissions with page numbers.

The maximum number of pages (including text and graphics) for the Technical Portion is thirty-five (35) pages. Double-sided submissions are preferred. The following format should be implemented when preparing the bid.

One (1) 'page' means one side of a sheet of paper

Paper size - 8.5"x11" (metric equivalent A4)

Font size - minimum 10 pt Times New Roman or equal on all documents including charts etc.

Margin widths - minimum 12 mm

11"x17" fold-out sheets for spreadsheets, schedules, Gantt Charts, WBS, organization charts etc. will be counted as two pages.

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

- Covering letter
- Table of Contents
- Front page of the RFP
- Front page of revision(s) to the RFP
- Bid Price Form (Annex A)
- Section Dividers not containing text
- Bidder Identification, Certifications and Bid Security.

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

SECTION 2: SELECTION

2.1 General

Canada will evaluate the submissions received and such evaluation will be based on the following factors:

- a) compliance with the terms and conditions of this solicitation;
- b) the cost representing best value for a technically compliant bid to Canada for the Work;
- c) assessment of all technical documentation and information for technical compliance;

To be considered responsive, a submission must:

- a) meet all the mandatory requirements of this solicitation; and
- b) obtain the required minimum pass mark of **60%** in each category and achieve a minimum total score of **65%** of the available points for the technical criteria specified in this solicitation, which are subject to point rating. The technical rating is performed on a scale of **1000** points.

Submissions not meeting (a) or (b) above will be given no further consideration. Only those responsive proposals achieving a minimum Total Technical Points rating of 650 will have their Bid Price Form envelopes opened and be eligible for further consideration.

All price proposal envelopes corresponding to responsive proposals which have achieved the pass mark of six hundred and fifty (65) points will be opened upon completion of the technical evaluation. An average price is determined by adding all the price proposals together and dividing the total by the number of price proposals being opened. All price proposals which are greater than twenty-five percent (25%) above the average price will cause their respective complete proposal to be set aside and receive no further consideration.

2.2 Financial Evaluation

The evaluated price will be as identified in "Annex A Bid Price Form" at Sub-clause 1.3

SECTION 3: TECHNICAL EVALUATION

Point Rated Criteria:

1. The *Part 1 - Technical Portion* part of the bid will be evaluated by the Evaluation Board under the technical criteria listed in the Evaluation Criteria Table and as further explained in the Terms of Reference. Bidders should note that in areas where Canada considers the Part 1 - Technical Portion part of the bid to be excessive, no additional rating points will be awarded.

The information will be rated to a maximum amount for each technical criterion/element.

Bidders not meeting the minimum Total Points rating of 65% will have their Price Proposal Form envelopes returned unopened.

2. Then the *Part 2 - Bid Prices*, will be considered for the proposal submissions which achieved a minimum score of 60% for each Technical Criterion and an overall minimum score of **650/1000 (65%)** for the technical criteria specified in this solicitation. The price submitted by the Bidder will be divided by the Technical Score to establish the Price per Point of the Proposal. The Bidder whose responsive proposal achieves the lowest overall Price per Point is the first entity that the Evaluation Board will recommend be approached to finalize the details of a Contract for the provision of the required Services and Work. In the case of a tie, the Bidder submitting the highest technical score will be selected.

Evaluation Criteria Table

Technical Evaluation Criterion	Max Score
Experience of Design Builder	150
Experience of Prime Consultant and Key Sub-consultants	150
Project Understanding	200
Scope of Work	200
Roles Responsibilities and Project Risks	150
Management of Services	150
Total	1000

Submission Requirements

Category 1 – Experience of Design Builder (maximum 150 Points)

The proponent must provide details of three (3) Design-Build projects completed in the last seven (7) years. At least one of the experience examples should relate to an Institutional project. Describe the projects in terms of:

- Project relevance
- Schedule management strategy implemented and whether contract schedule was met.
- Quality management strategy implemented and rework undertaken as a result of inspections.
- Challenges faced and solutions implemented
- Sustainability initiatives in design and during construction
- Substantial completion inspection process and deficiencies noted at substantial completion.
- Completion date, contract value, change order value and contact details of the client.

Category 2 – Experience of the Prime Consultant and Key Sub-consultants (maximum 150 points)

- Describe the experience of the Design Builder's prime consultant and sub-consultants with respect to design build projects.
- Provide design build experience for each consultant in the team
- Describe how each of the design build consultants plan on managing the design, build and commissioning of the project that is not in the city of their registered office. Each consultant should provide some information on the minimum number of site visits required at various stages of the project.
- Describe the decision making structure of the design builder's project team.
- Describe in detail the role of the prime consultant in this design build project.

- f. Describe the division of responsibility between the design builder and the design builder's prime consultant.

Category 3 – Understanding of the Project (maximum 200 points)

- a. Describe in detail the understanding of the project in terms of the various components. Explain how the generic layout, kitchen equipment, and required services will be incorporated into the design for this project.
- b. Describe the design builders understanding of the project in terms of:
1. Design-Build method of project execution as it relates to this project.
 2. Schedule
 3. Federal Correctional Facility
 4. Commissioning process, including inspections and responsibility.
 5. Project Warranty and how the design builder will provide this service after the project is completed.
 6. The role of HRSDC Fire Commissioner
 7. Occupancy certification and design builders responsibility.

Category 4 – Scope of Work (maximum 200 points)

- a. Describe the design builder's project execution plan in detail.
- b. Provide a Work Breakdown Structure
- c. Provide a Gantt Chart showing the project schedule with milestones and critical path
- d. Describe the three most critical milestones perceived by the design builder that will ensure that the project stays on schedule. Describe how the design builder plans to manage these critical milestones.
- e. Provide a communications diagram for the design builder's team.

Category 5 – Roles, Responsibilities and Project Risks (maximum 150 points)

- a. Describe the detailed role of each sub-consultant in the design builder's team.
- b. Describe the steps that the design builder will take to minimize the impact of winter season on this project.
- c. What is the design builders strategy to "do it right the first time" and minimize rework and impact of rework on quality.
- d. Describe the design approach for the fire protection systems in this project.
- e. Describe the project risks perceived by the design builder and the actions that will be taken to mitigate these risks.

Category 6 – Management of Services (maximum 150 points)

The Proponent should describe how they propose to perform the services and meet the constraints; how the services will be managed to ensure continuing and consistent control of schedule and quality as well as effective communication.

- a. Sustainability and Reliability initiatives in design.
- b. Submissions required during the various phases of the project.
- c. Compliance with current building codes and regulations.
- d. Quality during construction with emphasis on doing it right the first time.
- e. Selection of highest value (low cost options compared with higher cost and higher quality)
- f. Strategy for effective communication with all stake holders
- g. Contract management (change orders, site instructions, CSC review comments, meeting minutes and instructions from the user group).

SECTION 4: MANDATORY SUBMISSION REQUIREMENTS

To be considered compliant, a submission must meet all of the mandatory evaluation criteria.

Submissions not meeting all of the mandatory requirements will be given no further consideration.

The Bidder must:

1. Submit the bid to the Bid Receiving Unit prior to the closing date and time indicated on the front page of the solicitation document;
2. Complete and submit signed Bid Price Form (Annex B);
3. Provide Bid Security per IB17 of the Instructions to Bidders;
4. Team Identification Form
5. Declaration Form

SUBMISSION REQUIREMENTS - CHECKLIST

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

- ☐ **Proposal - one (1) original, plus five (5) bound copies**
- ☐ **Note: the maximum number of pages (including text and graphics) to be submitted for the Technical Portion is 35 pages**
- ☐ **Front page of RFP - acknowledged**
- ☐ **Bid Price Form (in a separate envelope) - completed and signed**
- ☐ **Front page(s) of any solicitation amendment(s) - acknowledged**
- ☐ **Bid Security included with Bid Price Form**
- ☐ **Team Identification Form - Annex D**
- ☐ **Declaration Form - Annex E**

ANNEX A: BID PRICE FORM

This Bid Price Form, duly completed, the signed front page of the RFP, and the requisite bid security shall be enclosed and sealed in an envelope provided by the Bidder, and shall be addressed and submitted to the office designated for the receipt of bids.

1.1 Project Identification

Project Name:

Project Location:

Solicitation Number

1.2 Business Name and Address of Bidder

Name:

Address:

Telephone:

Fax:

1.3 Offer

The Bidder, hereby offers to Canada to perform and complete the work for the above named project in accordance with the Scope of Work, at the place and in the manner set out therein for the Total Price (to be expressed in numbers only) of:

\$_____ excluding GST/HST

which consists of

- .1 an Amount of \$ _____ excluding GST/HST, for the design portion of the Work, plus
- .2 an Amount of \$ _____ excluding GST/HST, for the construction portion of the Work, plus
- .3 an Amount of \$ _____ excluding GST / HST, for the Equipment Installation and Project commissioning portion of the work.

1.4 Time Based Fee Schedule For Design Changes

The following will NOT form part of the evaluation process:

Canada intends to use the following Rates quoted for additional Design Services that may be required from time to time. Canada reserves the right to refuse or renegotiate any Rate that Canada, in its sole discretion, deems to be excessive when compared to industry norms.

Principals - All inclusive hourly rate to be fixed for the duration of the Contract

Name	Hourly Rate
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....

Hourly Rate increases for staff are to be documented to PWGSC for approval. All key personnel are to be shown.

Staff / Position	Hourly Rate
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....

Solicitation No. - N° de l'invitation

21120-133852/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwu009

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

21120-133852

File No. - N° du dossier

PWU-3-36101

CCC No./N° CCC - FMS No/ N° VME

COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS OF THE BIDDER

***NOTE TO BIDDERS
WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES***

ANNEX B: TERMS AND CONDITIONS

TERMS OF AGREEMENT

- A1 Contract Documents
- A2 The Work

GENERAL CONDITIONS

GC1 GENERAL PROVISIONS

- GC1.1 Interpretation
- GC1.2 Contract Documents
- GC1.3 Status of the Contractor
- GC1.4 Rights and Remedies
- GC1.5 Time of the Essence
- GC1.6 Indemnification by Contractor
- GC1.7 Indemnification by Canada
- GC1.8 Laws, Permits and Taxes
- GC1.9 Workers' Compensation
- GC1.10 National Security
- GC1.11 Public Ceremonies and Signs
- GC1.12 Conflict of Interest
- GC1.13 International Sanctions
- GC1.14 Certification - Contingency Fees
- GC1.15 Agreements and Amendments
- GC1.16 Unsuitable Workers
- GC1.17 Assignment
- GC1.18 Rights to Intellectual Property
- GC1.19 No Bribe
- GC1.20 Succession
- GC1.21 Code of Conduct and Certifications - Contract

GC2 ADMINISTRATION OF THE CONTRACT

- GC2.1 Departmental Representative's Authority
- GC2.2 Interpretation of Contract
- GC2.3 Notices
- GC2.4 Site Meetings
- GC2.5 Review and Inspection of Work
- GC2.6 Superintendent
- GC2.7 Non-discrimination in Hiring and Employment of Labour
- GC2.8 Accounts and Audits

GC3 EXECUTION AND CONTROL OF THE WORK

- GC3.1 Progress Schedule
- GC3.2 Project Design and Role of the Designer
- GC3.3 Construction Safety
- GC3.4 Execution of the Work
- GC3.5 Material
- GC3.6 Subcontracting
- GC3.7 Construction by Other Contractors or Workers
- GC3.8 Labour and Fair wages
- GC3.9 Material, Plant and Real Property become Property of Canada
- GC3.10 Defective Work

- GC3.11 Use of the Work and Cleanup of Site
- GC3.12 Warranty and Rectification of Defects in Work

GC4 PROTECTIVE MEASURES - *condition incorporated by reference*

GC5 TERMS OF PAYMENT

- GC5.1 Interpretation
- GC5.2 Amount Payable
- GC5.3 Increased or Decreased Costs
- GC5.4 Progress Payment
- GC5.5 Substantial Performance of the Work
- GC5.6 Final Completion
- GC5.7 Payment not Binding on Canada
- GC5.8 Claims and Obligations
- GC5.9 Right of Set-off
- GC5.10 Assessments and Damages for Late Completion
- GC5.11 Delay in Making Payment
- GC5.12 Interest on Settled Claims
- GC5.13 Return of Security Deposit

GC6 DELAYS AND CHANGES IN THE WORK

- GC6.1 Changes in the Work
- GC6.2 Changes in Subsurface Conditions
- GC6.3 Human Remains, Archaeological Remains and Items of Historical or Scientific Interest
- GC6.4 Determination of Price
- GC6.5 Delays and Extension of Time

GC7 DEFAULT, SUSPENSION OR TERMINATION OF CONTRACT

- GC7.1 Taking the Work out of the Contractor's Hands
- GC7.2 Suspension of Work
- GC7.3 Termination of Contract
- GC7.4 Security Deposit - Forfeiture or Return

Conditions incorporated by reference:

GC8 DISPUTE RESOLUTION

GC9 CONTRACT SECURITY

GC10 INSURANCE

INSURANCE TERMS

FAIR WAGES AND HOURS OF LABOUR - LABOUR CONDITIONS

ALLOWABLE COSTS FOR CONTRACT CHANGES UNDER GC6.4.1

SCHEDULES OF WAGE RATES FOR FEDERAL CONSTRUCTION CONTRACTS

SUPPLEMENTARY CONDITIONS

- SC01 Payment for Design Changes and Revisions
- SC02 Professional Liability Insurance Requirements
- SC03 Workplace Safety and Health
- SC04 Security Access Required

TERMS OF AGREEMENT

A1 CONTRACT DOCUMENTS

- 1) The Contractor understands and agrees that, upon acceptance of the offer by Canada
 - (a) a binding Contract shall be formed between Canada and the Contractor; and
 - (b) the contract documents forming the Contract shall be the following:
 - (i) the Front Page and these Terms of Agreement;
 - (ii) the Request for Proposal;
 - (iii) the Terms of Reference;
 - (iv) the terms, conditions, and clauses as amended, identified as:
 - a) the General Conditions;
 - b) the Supplementary Conditions, if any;
 - c) documents incorporated by reference as follows:
 - R2840D (2008-05-12) - (GC4) Protective Measures
 - R2882D (2012-12-12) - (GC8) Dispute Resolution
 - R2890D (2012-07-16) - (GC9) Contract Security
 - R2900D (2008-05-12) - (GC10) Insurance
 - R2910D (2008-12-12) - Insurance Terms
 - R2940D (2012-07-16) - Fair Wages and Hours of Labour - Labour Conditions;
 - R2950D (2007-05-25) - Allowable costs for contract changes under GC6.4.1 Schedules of Wage Rates for Federal Construction Contracts.
 - (v) the Bidder's Bid;
 - (vi) the Construction Documents;
 - (vii) any amendment incorporated into the solicitation documents before the date of the Contract; and
 - (viii) any amendment or variation of the contract documents that is made in accordance with the General Conditions.
 - (c) The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Website:
<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>
 - (d) Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Website:
[Http://www.hrsdc.gc.ca/en/labour/employment_standards/contracts/schedule/index.shtml](http://www.hrsdc.gc.ca/en/labour/employment_standards/contracts/schedule/index.shtml)

A2 THE WORK

- 1) The Design-Builder agrees
 - (a) to complete the Work within 60 weeks from the date of notification of acceptance of its proposal.

GENERAL CONDITIONS

GC1 GENERAL PROVISIONS

GC1.1 INTERPRETATION

GC1.1.1 Headings

- 1) The headings in the Contract Documents form no part of the *Contract* but are inserted for convenience of reference only.
- 2) A reference made to a part of the *Contract* by means of numbers preceded by letters is a reference to the particular part of the *Contract* that is identified by that combination of letters and numbers and to any other part of the *Contract* referred to therein.
- 3) A reference to a paragraph or subparagraph followed by an identifying number is, unless specifically stated otherwise, a reference to the paragraph or subparagraph that forms part of the clause within which the reference is made.

GC1.1.2 Definitions

In the *Contract*:

"Canada", "Crown" or "Her Majesty" means Her Majesty the Queen in right of Canada;

"Construction" means the performing or furnishing of all labour, Plant, Material, and other means of construction, other than Design Services, to complete the performance of the Work as required by the contract documents;

"Construction Documents" means the plans, drawings and specifications for Construction of the Work prepared by or on behalf of the Contractor and that are accepted and signed by Canada and the Contractor after the execution of the Contract;

"Contract" means the contract documents referred to as such therein and every other document specified or referred to in any of them as forming part of the contract, all as amended by agreement of the parties;

"Contract Amount" means the amount stipulated in the Contract;

"Contract Security" means any security given by the Contractor to Canada in accordance with the Contract;

"Contractor" means the person or entity contracting with Canada to provide or furnish all designs, professional services, Construction Documents, labour, Material and Plant for the execution of the Work, and includes the Contractor's authorized representative as designated in writing to the Departmental Representative;

"Design Services" means the professional services for design and construction administration performed by the Designer, or consultants coordinated by the Designer, under the terms of the Contract;

"Designer" means the Architect, Professional Engineer or entity, licensed to practice in the province or territory of the Work, and forming the professional component of the Contractor to provide the Design

Services and other services required under the terms of the Contract, and includes the Contractor's authorized representative as designated to Canada in writing.

"Certificate of Completion" means the certificate issued by Canada when the Work reaches Completion;

"Final Certificate of Measurement" means a certificate issued by Canada showing the final quantities, unit prices and values of labour, Plant and Material performed, used and supplied by the Contractor for the construction of the part of the Work to which a Unit Price Arrangement applies;

"Lump Sum Arrangement" means that part of the Contract that prescribes a lump sum as payment for performance of the work to which it relates;

"Certificate of Substantial Performance" means a certificate issued by Canada when the Work reaches Substantial Completion;

"Material" means all commodities, articles, machinery, equipment, fixtures and things required to be furnished in accordance with the Contract for incorporation into the Work;

"Plant" means all tools, implements, machinery, vehicles, structures, equipment, articles and things, other than Material or consumed in the performance of the Contract and tools customarily provided by a tradesperson in practicing a trade, that are necessary for the Construction of the Work;

"Project" means the total design and Construction for which the Contractor is responsible, including all Design Services and the Completion of the Work;

"Project Requirements" means the statement included in the Request for Proposal detailing the technical and other requirements of Canada which are to be met by the successful Bidder, and which are to be addressed in the Bid;

"Bid" means the bid of the Contractor submitted in response to a Request for Proposal:

"Request for Proposal" means the documentation issued by Canada requesting the submission of bids and detailing the Project Requirements;

"Subcontractor" means a person or entity, other than the Designer, having a direct Contract with the Contractor, subject to GC3.6 SUBCONTRACTING, to perform a part or parts of the Work, or to supply Material worked to a special design for the Work;

"Superintendent" means the employee or representative of the Contractor who is designated by the Contractor to act pursuant to GC2.6 SUPERINTENDENT;

"Supplementary Conditions" means the part of the contract documents which amends or supplements the General Conditions;

"Supplier" means a person or entity having a direct Contract with the Contractor to supply Plant or Material not worked to a special design for the Work.

"Unit Price Arrangement" means that part of the Contract that prescribes the product of a price per unit of measurement multiplied by a number of units of measurement for performance of the work to which it relates;

"Unit Price Table" means the table set out in the Articles of Contract;

"Work" means, subject only to any express stipulation in the Contract to the contrary, everything that is necessary to be done, furnished or delivered by the Contractor to complete the Design Services, Construction and other services required under the Contract in accordance with the Contract Documents.

"Working Day" means a day other than a Saturday, Sunday, or a holiday which is observed by the construction industry in the area of the place of the Work.

GC1.1.3 Application of Certain Provisions

- 1) Any provisions of the *Contract* that are expressly stipulated to be applicable only to a *Unit Price Arrangement* are not applicable to any part of the *Work* to which a *Lump Sum Arrangement* applies.
- 2) Any provisions of the *Contract* that are expressly stipulated to be applicable only to a *Lump Sum Arrangement* are not applicable to any part of the *Work* to which a *Unit Price Arrangement* applies.

GC1.1.4 Substantial Performance

- 1) The *Work* will be considered to have reached Substantial Performance when,
 - (a) the *Work* or a substantial part thereof has passed inspection and testing and is, in the opinion of Canada, ready for use by *Canada* or is being used for the intended purposes; and
 - (b) when the *Work* is, in the opinion of Canada, capable of completion or correction at a cost of not more than
 - (i) 3% of the first \$500,000, and
 - (ii) 2% of the next \$500,000, and
 - (iii) 1% of the balance
 of the value of the *Contract* at the time this cost is calculated.
- 2) Where the *Work* or a substantial part thereof is ready for use or is being used for the purposes intended and
 - (a) the remainder of the *Work* or a part thereof cannot be completed by the time specified in the Contract, or as amended by GC6.5 DELAYS AND EXTENSION OF TIME, for reasons beyond the control of the *Contractor*; or
 - (b) *Canada* and the *Contractor* agree not to complete a part of the *Work* within the specified time;

the cost of that part of the *Work* that was either beyond the control of the *Contractor* to complete or *Canada* and the *Contractor* have agreed not to complete by the time specified, shall be deducted from the value of the *Contract* referred to in paragraph 1)(b) of GC1.1.4, and the said cost shall not form part of the cost of the work remaining to be done in determining Substantial Performance.

GC1.1.5 Completion

- 1) The *Work* shall be deemed to have reached Completion when all designs, services, labour, *Plant* and *Material* required have been performed, used or supplied, and the *Contractor* has complied

with the *Contract* and all orders and directions made pursuant thereto, all to the satisfaction of Canada.

GC1.2 CONTRACT DOCUMENTS

GC1.2.1 General

- 1) The contract documents are complementary, and what is required by any one shall be as binding as if required by all.
- 2) References in the contract documents to the singular shall be considered to include the plural as the context requires.
- 3) Nothing contained in the contract documents shall create a contractual relationship between *Canada* and any *Subcontractor* or *Supplier* or the *Designer* or any consultant or their agents or employees.

GC1.2.2 Order of Precedence

- 1) In the event of any discrepancy or conflict in the contents of the following documents, such documents shall take precedence and govern in the following order:
 - a) any amendments or variation of the contract documents that is made in accordance with the General Conditions
 - b) any amendment issued prior to bid closing ,
 - c) *Supplementary Conditions*,
 - d) General Conditions,
 - e) *The Request for Proposal* ,
 - f) The duly completed Bid when accepted.

Later dates shall govern within each of the above categories of documents.

- 2) In the event of any discrepancy or conflict in the information contained in the *Construction Documents*, the following rules shall apply:
 - a) Specifications shall govern over drawings;
 - b) Dimensions shown in figures on a plan shall govern where they differ from dimensions scaled from the same drawing; and
 - c) Drawings of larger scale shall govern over those of smaller scale.

GC1.2.3 Security and Protection of Documents and Work

- 1) The Contractor shall guard and protect contract documents, drawings, information, models and copies thereof, whether supplied by Canada or the Contractor, against loss or damage from any cause.
- 2) The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, and all information developed by the Contractor as part of the Work, and shall not disclose any such information to any person without the written permission of Canada, except that the Contractor may disclose to a subcontractor, authorized in accordance with the Contract, information necessary to the performance of a subcontract. This section does not apply to any information that

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- a) is publicly available from a source other than the Contractor; or
 - b) is or becomes known to the Contractor from a source other than Canada, except any source that is known to the Contractor to be under an obligation to Canada not to disclose the information.
- 3) When the Contract, the Work, or any information referred to in paragraph 2) is identified as TOP SECRET, SECRET, CONFIDENTIAL or PROTECTED by Canada, the Contractor shall, at all times, take all measures reasonably necessary for the safeguarding of the material so identified, including such measures as may be further specified elsewhere in the Contract or provided, in writing, from time to time by Canada.
 - 4) Without limiting the generality of paragraphs 2) and 3) of GC1.2.3, when the Contract, the Work, or any information referred to in paragraph 2) is identified as TOP SECRET, SECRET, CONFIDENTIAL or PROTECTED by Canada, Canada shall be entitled to inspect the Contractor's premises and the premises of its subcontractors or suppliers and any other person at any tier, for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any such subcontractors or suppliers comply with all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor and its subcontractors and suppliers and any other person at any tier execute and deliver declarations relating to reliability screenings, security clearances and other procedures.
 - 5) The Contractor shall safeguard the Work and the Contract, the specifications, drawings and any other information provided by Canada to the Contractor, and shall be liable to Canada for any loss or damage from any causes.

GC1.2.4 Ownership and Re-use of Documents and Models

- 1) Except as may be specified elsewhere in the Contract, *Canada* relinquishes any right to ownership of copyright in any and all documents which are instruments of the services to be provided or furnished and are prepared by or on behalf of the *Contractor* or the *Designer* under the terms of the *Contract*.
- 2) After negotiation with the owner or owners of the copyright, *Canada* may re-use for another project the documents and models referred to in paragraph 1) of GC1.2.4, and shall pay the owner or owners for such re-use an appropriate fee based on current practice.
- 3) Models furnished by the *Contractor* at Canada's expense shall be and remain the property of *Canada*.

GC1.3 STATUS OF THE CONTRACTOR

- 1) The *Contractor* is engaged under the *contract* as an independent contractor.
- 2) The *Contractor*, *its subcontractors*, employees, designers, suppliers and any other persons at any tier are not engaged by the *Contract* as employees, servants or agents of *Canada*.
- 3) For the purposes of the *contract* the *Contractor* shall be solely responsible for any and all payments and deductions required to be made by law including those required for Canada or Quebec Pension Plans, Employment Insurance, Worker's Compensation, provincial health or insurance plans, and Income Tax.

GC1.4 RIGHTS AND REMEDIES

- 1) Except as expressly provided in the Contract, the duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

GC1.5 TIME OF THE ESSENCE

- 1) Time is of the essence of the *Contract*.

GC1.6 INDEMNIFICATION BY THE CONTRACTOR

- 1) The *Contractor* shall pay all royalties and patent fees required for the performance of the *Contract* and, at the *Contractor's* expense, shall defend all claims, actions or proceedings against *Canada* charging or claiming that the services or any part thereof provided or furnished by the *Contractor* to *Canada* infringe any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in *Canada*.
- 2) The *Contractor* shall indemnify and save *Canada* harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the *Contractor*, the *Designer*, servants, agents, *Subcontractors* and suppliers and any other person at any tier, in performing the *Work*.
- 3) For the purposes of paragraph 2) of GC1.6, "activities" means any act improperly carried out, any omission to carry out an act and any delay in carrying out an act.

GC1.7 INDEMNIFICATION BY CANADA

- 1) Subject to the Crown Liability and Proceedings Act, the Patent Act, and any other law that affects Canada's rights, powers, privileges or obligations, *Canada* shall indemnify and save the *Contractor* harmless from and against all claims, demands, losses, costs, damage, actions, suits or proceedings arising out of the *Contractor's* activities under the *Contract* that are directly attributable to:
 - a) lack of or a defect in Canada's title to the *Work* site if owned by *Canada*, whether real or alleged; or
 - b) an infringement or an alleged infringement by the *Contractor* of any patent of invention or any other kind of intellectual property occurring while the *Contractor* was performing any act for the purposes of the *Contract* employing a model, plan or design or any other thing related to the *Work* that was supplied by *Canada* to the *Contractor*.

GC1.8 LAWS, PERMITS AND TAXES

- 1) The Contractor shall comply with all federal, provincial and municipal laws and regulations applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning health and labour conditions and the protection of the environment, and shall require compliance therewith by all of its subcontractors and suppliers at any tier as if the Work were being performed for an owner other than Canada. The Contractor shall furnish evidence of compliance with such laws and regulations to Canada at such times as Canada may reasonably request.

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- 2) Unless stipulated otherwise in the Contract, the Contractor shall obtain and maintain all permits, certificates, licences, registrations and authorizations required for the lawful performance of the Work.
 - 3) Prior to the commencement of *the Work* at the site, the *Contractor* shall tender to a municipal authority an amount equal to all fees and charges that would be lawfully payable to that municipal authority in respect of building permits as if the *Work* were being performed for a person other than *Canada*.
 - 4) Within ten (10) days of making a tender pursuant to paragraph 3) of GC1.8, the *Contractor* shall notify *Canada* of the amount properly tendered and whether or not the municipal authority has accepted that amount.
 - 5) If the municipal authority has not accepted the amount tendered, the *Contractor* shall pay that amount to *Canada* within six (6) days after the time stipulated in paragraph 4) of GC1.8.
 - 6) For the purposes of this clause, "municipal authority" means any authority that would have jurisdiction respecting permission to perform the *Work* if the owner were not *Canada*.
 - 7) Notwithstanding the residency of the *Contractor*, the *Contractor* shall pay any applicable tax arising from or related to the performance of the *Work* under the *Contract*.
 - 8) In accordance with the Statutory Declaration referred to in paragraph 4) of GC5.5 SUBSTANTIAL PERFORMANCE OF THE WORK, a *Contractor* who has neither residence nor place of business in the province or territory in which work under the *Contract* is being performed shall provide *Canada* with proof of registration with the provincial sales tax authorities in the said province.
 - 9) For the purpose of the payment of any applicable tax or the furnishing of security for the payment of any applicable tax arising from or related to the performance of the *Work*, and notwithstanding the fact that all *Material*, *Plant* and interest of the *Contractor* in all real property, licences, powers and privileges, become the property of *Canada* after the time of purchase in accordance with GC3.9 MATERIAL PLANT AND REAL PROPERTY BECOME PROPERTY OF CANADA, the *Contractor* shall be liable, as a user or consumer, for the payment or for the furnishing of security for the payment of any applicable tax payable, at the time of the use or consumption of that *Material*, *Plant* or interest of the *Contractor* in accordance with the relevant legislation.

GC1.9 WORKERS' COMPENSATION

- 1) Prior to commencing the *Work*, at the time of Substantial Performance of the *Work*, and prior to issuance of the *Certificate of Completion*, the *Contractor* shall provide evidence of compliance with workers' compensation legislation applicable to the place of the *Work*, including payments due thereunder.
- 2) At any time during the term of the *Contract*, when requested by *Canada*, the *Contractor* shall provide such evidence of compliance by the *Contractor*, its *Subcontractors* and any other person at any tier and any other person performing part of the *Work* who is required to comply with such legislation.

GC1.10 NATIONAL SECURITY

- 1) If *Canada* determines that the *Work* is of a class or kind that involves national security, *Canada* may order the *Contractor* to

- a) provide *Canada* with any information concerning persons or entities employed or to be employed by the *Contractor* for purposes of the *Contract*; and
 - b) remove any person from the site of the *Work*, if in the opinion of *Canada*, that person may be a risk to the national security,

and the *Contractor* shall comply with the order.
- 2) In all contracts with persons who are to be employed in the performance of the *Contract*, the *Contractor* shall make provision for the performance of any obligation that may be imposed upon the *Contractor* under paragraph 1) of GC1.10.

GC1.11 PUBLIC CEREMONIES AND SIGNS

- 1) The *Contractor* shall not permit any public ceremony in connection with the *Work* without the prior consent of *Canada*.
- 2) The *Contractor* shall not erect nor permit the erection of any sign or advertising on the *Work* or its site without the prior consent of *Canada*.

GC1.12 CONFLICT OF INTEREST

- 1) It is a term of the *Contract* that no individual, for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service apply, shall derive a direct benefit from the *Contract* unless that individual is in compliance with the applicable post-employment provisions.

GC1.13 INTERNATIONAL SANCTIONS

- 1) Persons and companies in Canada, and Canadians outside of Canada are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions. Details on existing sanctions can be found at:
[Http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp](http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp).
- 2) It is a condition of the *Contract* that the *Contractor* not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 3) By law, the *Contractor* must comply with changes to the regulations imposed during the life of the *Contract*. During the performance of the *Contract* should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the *Contractor*, the *Contractor* may request that the *Contract* be terminated in accordance with GC7.3 TERMINATION OF CONTRACT.

GC1.14 CERTIFICATION - CONTINGENCY FEES

- 1) In this clause:
 - (a) "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government *Contract* or negotiating the whole or any part of its terms;
 - (b) "employee" means a person with whom the *Contractor* has an employer/employee relationship;

- (c) "person" includes an individual or a group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbying Act R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.
- 2) The *Contractor* certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay or agree to pay a contingency fee for the solicitation, negotiation or obtaining of the *Contract* to any person other than an employee acting in the normal course of the employee's duties.
- 3) All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the *Contract* shall be subject to the accounts and audit provisions of the *Contract*.
- 4) If the *Contractor* certifies falsely under this section or is in default of the obligations contained therein, *Canada* may either take the *Work* out of the *Contractor's* hands in accordance with the provisions of the *Contract* or recover from the *Contractor* by way of reduction to the *Contract Amount* or otherwise the full amount of the contingency fee.

GC1.15 AGREEMENTS AND AMENDMENTS

- 1) The *Contract* constitutes the entire and sole agreement between the parties with respect to the subject matter of the *Contract* and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the *Contract*. There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in the *Contract*.
- 2) The failure of either party at any time to require performance by the other party of any provision hereof shall not affect the right thereafter to enforce such provision. Nor shall the waiver by either party of any breach of any covenant, term or condition hereof be taken to be held to be a waiver of any further breach of the same covenant, term or condition.
- 3) The *Contract* may be amended only as provided for in the *Contract*.

GC1.16 UNSUITABLE WORKERS

- 1) *Canada* shall instruct the *Contractor* to remove from the site of the *Work* any person employed by the *Contractor* for purposes of the *Contract* who, in the opinion of *Canada*, is incompetent or is guilty of improper conduct, and the *Contractor* shall not permit a person who has been removed to return to the site of the *Work*.

GC1.17 ASSIGNMENT

- 1) The *Contract* shall not be assigned, in whole or in part by the contractor, without the written consent of *Canada*.
- 2) An assignment of the *Contract* without such consent shall not relieve the *Contractor* or the assignee from any obligation under the contract, or impose any liability upon *Canada*.

GC1.18 RIGHTS TO INTELLECTUAL PROPERTY

1) Definitions

"Background" means all Technical Output that is not Foreground and that is proprietary to or the confidential information of the Contractor, the Contractor's Subcontractors, or any other entity engaged by the Contractor in the performance of the Design Services;

"Foreground" means any Invention first conceived, developed or reduced to practice as part of the Design Services and all other Technical Output conceived, developed, produced or implemented as part of the Design Services;

"IP Rights" means any intellectual property rights recognized by law, including any intellectual property right protected through legislation (such as that governing copyright, patents, industrial design, or integrated circuit topography) or arising from protection of information as a trade secret or as confidential information;

"Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable and without limiting the foregoing the term includes any unique design and construction system;

"Technical Output" means: (i) all information of a scientific, technical, or artistic nature relating to the Design Services, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, reports, photographs, physical models, surveys, drawings, specifications developed for the purpose of the Project; as well as (ii) computer printouts, design notes, calculations, CADD (Computer-aided Design and Drafting) files, and other data, information and material, prepared, computed, drawn, or produced for the purpose of the Project; and (iii) operating and maintenance manuals prepared or collected for the Project; and (iv) any buildings, built works, structures and facilities constructed as, or as part of, the Project. Technical Output does not include data concerned with the administration of the contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the terms of the contract.

2. Identification and Disclosure of Foreground

The Contractor shall:

- (a) promptly report and fully disclose to Canada all Foreground that could be Inventions, and shall report and fully disclose to Canada all other Foreground not later than the time of completion of the Design Services or such earlier time as Canada or the contract may require, and
- (b) for each disclosure referred to in (a), indicate the names of all Sub-Contractors / Sub-Consultants at any tier, if any, in which IP Rights to any Foreground have vested or will vest.

Before and after final payment to the Contractor, Canada shall have the right to examine all records and supporting data of the Contractor which Canada reasonably decides is pertinent to the identification of the Foreground.

3. IP Rights Vest with Contractor

Subject to paragraphs 10 and 11 and the provisions of GC 1.10 National Security, and without affecting any IP Rights or interests therein that have come into being prior to the contract or that

relate to information or data supplied by Canada for the purposes of the contract, all IP Rights in the Foreground shall immediately, as soon as they come into existence, vest in and remain the property of the Contractor.

4. Ownership Rights in Deliverables

Notwithstanding the Contractor's ownership of the IP Rights in the Foreground that is a prototype, built work, building, structure, facility, model or custom or customized system or equipment together with associated manuals and other operating and maintenance documents and tools, Canada shall have unrestricted ownership rights in those deliverables, including the right to make them available for public use, whether for a fee or otherwise, and the right to sell them.

5. Licence to Foreground

Without limiting any implied licences that may otherwise vest in Canada, and in consideration of Canada's contribution to the cost of development of the Foreground, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free licence to exercise all IP Rights in the Foreground that vest in the Contractor pursuant to paragraph 3, for the purpose of:

- (a) the further development or alteration or evolution of any part of the constructed or implemented Project, including procurement of materials and components for this purpose;
- (b) the further development, modification (including additions or deletions), completion, translation, or implementation of the Foreground and any addition to it as Canada may require for the purposes of the completion, utilization and subsequent evolution of the Project;
- (c) the use, occupancy, operation, exploitation, maintenance, repair or restoration of the constructed or implemented or subsequently modified Project, including the procurement of replacement materials and components required for any such purpose; and
- (d) the publishing and transmission of reproductions of the Project or any part thereof in the form of paintings, drawings, engravings, photographs or cinematographic works, to the public, in hard copy or by any electronic or other means, except for copies in the nature of architectural drawings or plans.

6. Licence to Foreground for Other Projects

The Contractor hereby grants to Canada a non-exclusive, perpetual, worldwide, irrevocable licence to exercise all IP Rights that vest in the Contractor pursuant to paragraph 3 for the purpose of planning, designing and constructing or otherwise implementing any project other than the Project, and for any purpose set out in paragraph 5 as it relates to such other project. In the event that Canada exercises such IP Rights in an other project, and provided that Canada does not already have equivalent rights under a previous contract or otherwise, Canada agrees to pay to the Contractor reasonable compensation determined in accordance with current industry practice and having regard to Canada's contribution to the cost of development of the Foreground. The Contractor shall ensure that in any sale, assignment, transfer or licence of any of the IP Rights that vest in the Contractor under this contract, the purchaser, assignee, transferee or licensee agrees to be bound by the terms of this provision and to accept reasonable compensation as is contemplated herein. The Contractor shall also ensure that any such

purchaser, assignee, transferee or licensee of the IP Rights is required to impose the same obligations on any subsequent purchaser, transferee, assignee or licensee.

7. Licence to Background

Without limiting any implied licences that may otherwise vest in Canada, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free Licence to exercise such of the IP Rights in any Background incorporated into the Work or necessary for the performance of the Work as may be required

- (a) for the purposes contemplated in paragraphs 5 and 6;
- (b) for disclosure to any contractor engaged by Canada, or bidder for such a contract, to be used solely for a purpose set out in paragraphs 5 and 6; and the Contractor agrees to make any such Background available to Canada upon request.

8. Canada's Right to Disclose and Sub-license

The Contractor acknowledges that Canada may wish to award contracts, which may include a competitive process, for any of the purposes contemplated in paragraphs 5, 6 and 7. The Contractor agrees that Canada's licence in relation to the IP Rights in the Foreground and in the Background, includes the right to disclose that Foreground and Background to bidders for such contracts, and to sub-license or otherwise authorize the use of that Foreground and Background by any contractor or consultant engaged by Canada for the purpose of carrying out such a contract.

9. Contractor's Right to Grant Licence

- (a) The Contractor represents and warrants that the Contractor has, or the Contractor shall obtain without delay, the right to grant to Canada the licence to exercise the IP Rights in the Foreground and the Background as required by the contract.
- (b) Where the IP Rights in any Background or Foreground are or will be owned by a Designer, the Contractor shall either obtain a licence from that Designer that permits compliance with paragraphs 5, 6 and 7 or shall arrange for the Designer to convey directly to Canada the same rights by execution of the form provided for that purpose by Canada no later than the time of disclosure to Canada of that Background and Foreground.

10. Trade Secrets and Confidential Information

The Contractor shall not use or incorporate any trade secrets or confidential information in any Foreground or Background used or created in performance of this contract.

11. Canada Supplied Information

- (a) Where performance of the Design Services involves the preparation of a compilation using information supplied by Canada, then the IP Rights that shall vest under paragraph 3 shall be restricted to the IP Rights in Foreground that are capable of being exploited without the use of the information supplied by Canada. All IP Rights in any compilation, the Foreground in which cannot be exploited without the use of such Canada supplied information shall vest in Canada. The Contractor agrees that the Contractor shall not use or disclose any Canada supplied information for any purpose other than completing the performance of the Work. The Contractor shall maintain the confidentiality of such

information. Unless the contract otherwise expressly provides, the Contractor shall deliver to Canada all such information together with every copy, draft, working paper and note thereof that contains such information upon the completion or termination of the contract, or at such earlier time as Canada may require.

- (b) If the Contractor wishes to make use of any Canada supplied information that was supplied for purposes of the contract, for the commercial exploitation or further development of any of the Foreground, then the Contractor may make a written request for a licence to exercise the required IP Rights in that Canada supplied information, to Canada. The Contractor shall give Canada an explanation as to why such a licence is required. Should Canada agree to grant such a licence, it shall be on terms and conditions to be negotiated between the parties including payment of compensation to Canada.

12. Transfer of IP Rights

- (a) If Canada takes the Work out of the Contractor's hands in accordance with GC 7 of the General Conditions, in whole or in part, or if the Contractor fails to disclose any Foreground in accordance with paragraph 2, Canada may upon reasonable notice, require the Contractor to convey to Canada all of the IP Rights in the Foreground or in the case of a failure to disclose, all the IP Rights in the Foreground not provided. The IP Rights to be conveyed shall include the IP Rights in any Foreground that have vested or are to vest in a Designer. In the case of IP Rights in Foreground which have been sold or assigned to a party other than a Designer, the Contractor shall not be obligated to convey those IP Rights to Canada, but shall pay to Canada on demand an amount equal to the consideration which the Contractor received from the sale or assignment of the IP Rights in that Foreground or, in the case of a sale or assignment was not at arm's length, the fair market value of the IP Rights in that Foreground, in each case including the value of future royalties or licence fees.
- (b) In the event of the issuance by Canada of a notice referred to in (a), the Contractor shall, at the Contractor's own expense and without delay, execute such conveyances or other documents relating to title to the IP Rights as Canada may require, and the Contractor shall, at Canada's expense, afford Canada all reasonable assistance in the preparation of applications and in the prosecution of any applications for, or any registration of, any IP Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.
- (c) Until the Contractor completes the performance of the Work and discloses all of the Foreground in accordance with paragraph 2, and subject to the provisions of GC 1.10 National Security, the Contractor shall not, without the prior written permission of Canada, sell, assign or otherwise transfer title to the IP Rights in any of the Foreground, or license or otherwise authorize the use of the IP Rights in any of the Foreground by any person.
- (d) In any sale, assignment, transfer or licence of IP Rights in Foreground by the Contractor except a sale or licence for end use of a product based on Foreground, the Contractor shall impose on the other party all of its obligations to Canada in relation to the IP Rights in the Foreground and any restrictions set out in the contract on the use or disposition of the IP Rights in the Foreground (and, if applicable, the Foreground itself), including the obligation to impose the same obligations and restrictions on any subsequent transferee, assignee or licensee. The Contractor shall promptly notify Canada of the name, address and other pertinent information in regard to any transferee, assignee or licensee.

GC1.19 NO BRIBE

- 1) The Contractor represents and covenants that no bribe, gift, benefit, nor other inducement has been nor shall be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

GC1.20 SUCCESSION

- 1) The Contract shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and, subject to GC1.17, "Assignment", permitted assigns.

GC1.21 CODE OF CONDUCT AND CERTIFICATIONS - CONTRACT (2012-11-09)

1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. In addition to complying with the Code of Conduct for Procurement, the Contractor must also comply with the terms set out in this section.
2. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Contractor or any of the Contractor's affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.
3. For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies and subsidiaries, whether partly or wholly-owned, as well as individuals and directors, are Contractor's affiliates if:
 - a. directly or indirectly either one controls or has the power to control the other, or
 - b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

4. The Contractor must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the period of the contract. The Contractor must also, when so requested, provide Canada with the corresponding Consent Forms.
5. The Contractor certifies that it is aware, and that its affiliates are aware, that Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein through independent research, use of any government resources or by contacting third parties.
6. The Contractor certifies that neither the Contractor nor any of the Contractor's affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee

to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.

7. The Contractor certifies that no one convicted under any of the provisions under a) or b) are to receive any benefit under the contract. In addition, the Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Contractor nor any of the Contractor's affiliates has ever been convicted of an offence under any of the following provisions:
- a. paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act, or
 - b. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or
 - c. section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada, or
 - d. section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Competition Act, or
 - e. section 239 (False or deceptive statements) of the Income Tax Act, or
 - f. section 327 (False or deceptive statements) of the Excise Tax Act, or
 - g. section 3 (Bribing a foreign public official) of the Corruption of Foreign Public Officials Act, or
 - h. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act.

GC2 ADMINISTRATION OF THE CONTRACT

GC2.1 DEPARTMENTAL REPRESENTATIVES AUTHORITY

- 1) Canada shall designate a Departmental Representative and shall notify the Contractor of the name, address and telephone number of the Departmental Representative.
- 2) The Departmental Representative shall perform Canada's duties and functions under the contract.
- 3) The Departmental Representative shall be authorized to issue notices, instructions and directions to the Contractor and to accept on behalf of Canada any notice, order or other communication from the contractor relating to the Work.
- 4) The Departmental Representative shall, within a reasonable time, review and respond to submissions made by the Contractor in accordance with the requirements of the Contract.

GC2.2 INTERPRETATION OF CONTRACT

- 1) If, at any time before Canada has issued a Certificate of Completion, any question arises between the parties about whether anything has been done as required by the Contract or about what the Contractor is required by the Contract to do, and in particular but without limiting the generality of the foregoing, about
 - (a) the meaning of anything in the Terms of Reference;

- (b) the meaning to be given to the Terms of Reference in case of any error therein, omission therefrom, or obscurity or discrepancy in their wording or intention;
- (c) whether or not the quality or quantity of any Material or workmanship supplied or proposed to be supplied by the Contractor meets the requirements of the Contract;
- (d) whether or not the labour, Plant or Material performed, used and supplied by the Contractor for performing the Work and carrying out the Contract are adequate to ensure that the Work shall be performed in accordance with the Contract and that the Contract shall be carried out in accordance with its terms;
- (e) what quantity of any of the Work has been completed by the Contractor; or
- (f) the timing and scheduling of the various phases of the performance of the Work as specified in the Contract;

the question shall be decided, subject to the provisions of GC8, "Dispute Resolution", by Canada.

- 2) The Contractor shall perform the Work in accordance with any decisions of Canada that are made under paragraph 1) of GC2.2 and in accordance with any consequential directions given by Canada.
- 3) If the Contractor fails to comply with any instruction or direction issued by Canada pursuant to the Contract, Canada may employ such methods as Canada deems advisable to do what the Contractor failed to do, and the Contractor shall, on demand, pay Canada an amount that is equal to the aggregate of all costs, expenses and damages incurred or sustained by Canada by reason of the Contractor's failure to comply with such instruction or direction, including the cost of any methods employed by Canada in doing what the Contractor failed to do.

GC2.3 NOTICES

- 1) Subject to paragraph 3) of GC2.3, any notice, order or other communication may be given in any manner, and if required to be in writing, shall be addressed to the party to whom it is intended at the address in the Contract or at the last address of which the sender has received written notice in accordance with this section.
- 2) Any notice, order or other communication given in writing in accordance with paragraph 1 of GC2.3 shall be deemed to have been received by either party
 - (a) if delivered personally, on the day that it was delivered;
 - (b) if forwarded by mail, on the earlier of the day it was received or the sixth day after it was mailed; and
 - (c) if forwarded by facsimile or electronic mail, 24 hours after it was transmitted.
- 3. A notice given under GC7.1, "Taking the Work out of the Contractor's Hands", GC7.2, "Suspension of Work" and GC7.3, "Termination of Contract", shall be given in writing and, if delivered personally, shall be delivered, if the Contractor is a sole proprietor, to the Contractor or, if the Contractor is a partnership or corporation, to an officer thereof.

GC2.4 SITE MEETINGS

- 1) In consultation with Canada, the Contractor shall arrange site meetings at regular intervals, with all involved parties who are to attend, in order to ensure, among other things, the proper co-ordination of the Work.

GC2.5 REVIEW AND INSPECTION OF WORK

- 1) Canada shall review the Work to determine if it is proceeding in conformity with the Contract and to record the necessary data to make an assessment of the value of Work completed. Canada shall measure and record the quantities of labour, Plant and Material performed, used or supplied by the Contractor in performing the Work or any part thereof that is subject to a Unit Price Arrangement and, on request, shall inform the Contractor of those measurements, and permit the Contractor to inspect any records pertaining thereto.
- 2) Canada shall reject Work or Material which in Canada's opinion does not conform to the requirements of the Contract, and shall require inspection or testing of Work, whether or not such Work is fabricated, installed, or completed. If such Work is not in accordance with the requirements of the Contract, the Contractor shall correct the Work and shall pay Canada, on demand, all reasonable costs and expenses that were incurred by Canada in having the examination performed.
- 3) The Contractor shall provide Canada with access to the Work and its site at all times, and at all times shall provide sufficient, safe, and proper facilities for the review and inspection of the Work by persons authorized by Canada and any representatives of those authorities having jurisdiction. If parts of the Work are in preparation at locations other than the site of the Work, Canada shall be given access to such Work whenever it is in progress.
- 4) The Contractor shall furnish Canada with such information respecting the performance of the Contract as Canada may require, and render every possible assistance to enable Canada to verify that the Work is performed in accordance with the Contract, carry out any other duties and exercise any powers in accordance with the Contract.
- 5) If Work is designated for tests, inspections, or approvals in the Contract or by Canada's instructions, or by laws or ordinances of the place of the Work, the Contractor shall give Canada reasonable notice of when such Work shall be ready for review and inspection. The Contractor shall arrange for and shall give Canada reasonable notice of the date and time of inspections, tests or approvals.
- 6) If the Contractor covers, or permits to be covered, Work that has been designated for tests, inspections or approvals before such tests, inspections or approvals are made, completed or given, the Contractor shall, if so directed by Canada, uncover such Work, have the inspections, tests or approvals satisfactorily made, completed or given and make good the covering of the Work at the Contractor's expense.

GC2.6 SUPERINTENDENT

- 1) Prior to commencing the Work, the Contractor shall designate a Superintendent and shall notify Canada of the name, address and telephone number of the Superintendent. The Contractor shall keep the Superintendent at the Work site during working hours until the Work has reached completion.

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- 2) The Superintendent shall be in full charge of the operations of the Contractor during the performance of the Work and shall be authorized to accept on behalf of the Contractor any notice, order or other communication given to the Superintendent or the Contractor relating to the Work.
 - 3) Upon request of Canada, the Contractor shall remove any Superintendent who, in the opinion of Canada, is incompetent or has been guilty of improper conduct, and shall forthwith designate another Superintendent who is acceptable to Canada.
 - 4) The Contractor shall not substitute a Superintendent without the written consent of Canada. If a Superintendent is substituted without such consent, Canada shall be entitled to refuse to issue any documentation or certification relating to progress payments, Substantial Performance or Completion of the Work until the Superintendent has returned to the Work site or another Superintendent who is acceptable to Canada has been substituted.

GC2.7 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT OF LABOUR

- 1) For the purposes of this clause, "persons" include the Contractor, its subcontractors and suppliers at any tier and their respective employees, agents, licensees or invitees and any other individual involved in the performance of the Work or granted access to the Work site. A "person" includes any partnership, proprietorship, firm, joint venture, consortium and corporation.
- 2) Without restricting the provisions of paragraph 3) of GC2.6, " Superintendent", the Contractor shall not refuse to employ and shall not discriminate in any manner against any person because
 - (a) of that person's race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status;
 - (b) of the race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status of any person having a relationship or association with that person, or
 - (c) a complaint has been made or information has been given in respect of that person relating to an alleged failure by the Contractor to comply with subparagraph (a) or (b).
- 3) Within two working days immediately following receipt of a written complaint pursuant to paragraph 2) of GC2.7, the Contractor shall
 - (a) cause to have issued a written direction to the person or persons named by the complainant to cease all actions that form the basis of the complaint;
 - (b) forward a copy of the complaint to Canada by registered mail or courier service; and
 - (c) when the Labour Conditions are applicable under the circumstances of the complaint, forward a copy of the complaint to HRSDC - Labour to the attention of the appropriate Director as described in the Labour Conditions ("HRSDC - Labour" means the labour component of the federal Department of Human Resources and Social Development).
- 4) Within 24 hours immediately following receipt of a direction from Canada to do so, the Contractor shall cause to have removed from the site of the Work and from the performance of Work under the Contract, any person or persons whom Canada believes to be in breach of the provisions of paragraph 2) of GC2.7.

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- 5) No later than 30 days after receipt of the direction referred to in paragraph 4) of GC2.7, the Contractor shall cause the necessary action to be commenced to remedy the breach described in the direction.
 - 6) If a direction is issued pursuant to paragraph 4) of GC2.7, Canada may withhold from monies that are due and payable to the Contractor or setoff pursuant to GC5.9, "Right of Setoff", whichever is applicable, an amount representing the sum of the costs and payment referred to in paragraph 8) of GC2.7.
 - 7) If the Contractor fails to proceed in accordance with paragraph 5) of GC2.7, Canada shall take the necessary action to have the breach remedied, and shall determine all supplementary costs incurred by Canada as a result.
 - 8) Canada may make a payment directly to the complainant from monies that are due and payable to the Contractor upon receipt from the complainant of
 - (a) a written award issued pursuant to the federal Commercial Arbitration Act, R.S. 1985, c. 17 (2nd Supp.);
 - (b) a written award issued pursuant to the Canadian Human Rights Act, R.S. 1985, c. H-6;
 - (c) a written award issued pursuant to provincial or territorial human rights legislation; or
 - (d) a judgment issued by a court of competent jurisdiction.
 - 9) If Canada is of the opinion that the Contractor has breached any of the provisions of this clause, Canada may take the Work out of the Contractor's hands pursuant to GC7.1, "Taking the Work out of the Contractor's Hands".
 - 10) Subject to paragraph 7) of GC3.6, "Subcontracting", the Contractor shall ensure that the provisions of this clause are included in all agreements and contracts entered into as a consequence of the Work.

GC2.8 ACCOUNTS AND AUDITS

- 1) The Contractor shall, in addition to the requirements expressed in paragraph 6) of GC3.4, "Execution of the Work", maintain full records of the Contractor's estimated and actual cost of the Work together with all tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, and shall make them available on request to audit and inspection by Canada and the Deputy Receiver General for Canada or by persons designated to act on behalf of either or both of them.
- 2) The Contractor shall allow any of the persons referred to in paragraph 1) of GC2.8 to make copies of and take extracts from any of the records and material, and shall furnish such persons or entities with any information those persons or entities may require from time to time in connection with such records and material.
- 3) The Contractor shall maintain and keep the records intact until the expiration of two years after the date that a Certificate of Completion has been issued or until the expiration of such other period of time as Canada may direct.

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- 4) The Contractor shall cause all subcontractors at any tier and all other persons directly or indirectly controlled by or affiliated with the Contractor and all persons directly or indirectly having control of the Contractor to comply with the requirements of this clause as if they were the Contractor.

GC3 EXECUTION AND CONTROL OF THE WORK

GC3.1 PROGRESS SCHEDULE

- 1) The *Contractor* shall:
- (a) prior to the submission of the *Contractor's* first progress claim, prepare and submit to *Canada* a progress schedule in accordance with the requirements set out in the Contract ;
 - (b) monitor the progress of the *Work* relative to the schedule and update the schedule as stipulated by the Contract Documents;
 - (c) advise *Canada* of any revisions required to the schedule as the result of any extension of time for completion of the *Contract* which was approved by *Canada*, and
 - (d) at the time of issuance of a *Certificate of Substantial Performance*, prepare and submit to *Canada* an update of any schedule clearly showing a detailed timetable that is acceptable to *Canada* for the completion of any unfinished *Work* and the correction of all listed defects.

GC3.2 PROJECT DESIGN AND ROLE OF THE DESIGNER

- 1) The *Contractor* shall report promptly to *Canada* any error, inconsistency, or omission the *Contractor* may discover when reviewing the contract documents provided by *Canada*. In making a review, the *Contractor* does not assume any responsibility to *Canada* or *Canada* for the accuracy of the review. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies, or omissions in the contract documents prepared by or on behalf of *Canada* which the *Contractor* did not discover.
- 2) The *Contractor* shall employ or otherwise engage the architects, professional engineers and other consultants required to provide the *Design Services* to be performed by the *Designer* under the *Contract*.
- 3) The *Contractor* shall perform or furnish all necessary architectural services and structural, electrical, mechanical and other engineering services, and shall complete the design of the *Work* and prepare *Construction Documents* to permit the *Construction* and completion of the *Work*, all in accordance with the *Contract*.
- 4) The *Contractor* shall provide the co-ordination required to integrate all parts of the *Design Services*, and shall review with *Canada* reasonable alternative approaches to completion of the design of the *Work*.
- 5) During the progress of the *Work*, the *Contractor* shall provide or furnish *Canada* with design development documents and other submissions in furtherance of and in compliance with the *Request for Proposal* and *Proposal* and any qualification in the *Proposal* expressly accepted by *Canada*. The documents and submissions shall be submitted for review and acceptance in orderly sequence and sufficiently in advance so as to cause no delay in the *Work*.

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- 6) *Canada* shall promptly review all documents and submissions referred to in paragraph 5) for conformity with the *Proposal* and *Request for Proposal*. It is understood and agreed that *Canada* can require the *Contractor*, at no additional expense to *Canada*, to have changes made to ensure that the *Work* shall be completed in accordance with the *Contract*.
- 7) *Canada* may issue additional instructions to the *Contractor* by means of plans, drawings or otherwise, as *Canada* may deem necessary for the performance of the *Work*. All such additional instructions shall be consistent with the *Contract*. The *Contractor* shall perform the *Work* in conformity with the additional instructions, and the *Contractor* shall not perform any such work without such additional instructions. In giving additional instructions, *Canada* may make minor changes to the *Work*, not inconsistent with the *Contract*, for which the *Contractor* shall not be entitled to claim any extra compensation from *Canada*.
- 8) Based on the accepted design development documents and other submissions, the *Contractor* shall furnish *Canada* with plans, drawings and specifications setting forth in detail the requirements for *Construction* of the *Work*. Once reviewed, accepted and signed by *Canada* and the *Contractor*, the plans, drawings and specifications shall be the *Construction Documents* for the purposes of the *Contract* and shall be part of the contract documents.
- 9) The *Contractor* shall cause the *Designer* to
- (a) review the design, when required, with those public authorities having jurisdiction in order that the necessary consents, approvals, licences and permits referred to in GC1.8 LAWS, PERMITS AND TAXES may be applied for and obtained;
 - (b) on an ongoing basis, provide any required assurances to those authorities respecting conformance of the *Work* with the design approved for the issuance of any building permit;
 - (c) review the *Work* at intervals appropriate to the progress of *Construction* to determine and verify that the *Work* is proceeding in conformance with the *Contract*;
 - (d) estimate and certify the amounts owing to the *Contractor* from time to time in accordance with the provisions of GC5 TERMS OF PAYMENT and provide such estimates in writing to the *Departmental Representative*;
 - (e) prior to the issuance of a *Certificate of Substantial Performance*, review the *Work* and provide *Canada* with a written declaration describing those parts of the *Work* that, in the *Designer's* professional opinion, are completed in conformance with the *Contract*, and listing those parts of the *Work* that, in the designer's professional opinion, are not completed in conformance with the *Contract*;
 - (f) prior to issuance of a *Certificate of Completion*, review the *Work* and provide *Canada* with
 - (i) a written declaration attesting to the completeness of the *Work*, and
 - (ii) if the *Work* or a portion of the *Work* is subject to a *Unit Price Arrangement*, a certificate of measurement of the final quantities of the *Work*.

GC3.3 CONSTRUCTION SAFETY

- 1) Subject to GC3.7, "Construction by Other Contractors or Workers", the Contractor shall be solely responsible for construction safety at the place of the Work and for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. In any emergency, the Contractor shall either stop the Work, make changes or order extra work to ensure the safety of life and the protection of the Work and neighbouring property.
- 2) Prior to commencing the Work, the Contractor shall notify the authorities having jurisdiction for construction safety at the site of the Work with respect to the intended commencement of the Work, and shall provide such authority with whatever additional information may be required by that authority.

GC3.4 EXECUTION OF THE WORK

- 1) It is acknowledged and agreed by the *Contractor* that any information contained in the *Request for Proposal* regarding soil conditions at the site of the *Work* was provided for information purposes only and that the *Contractor* is required to undertake its own geotechnical investigations for the purpose of determining the soil conditions and obtaining other information which may be required for foundation design or construction methodology purposes. The *Contractor* shall not be entitled to any additional compensation, and shall not have any claim against *Canada*, as a result of any difference between the actual soil conditions encountered by the *Contractor* at the site of the *Work*, and any information relating to soil conditions contained in the *Request for Proposal*.
- 2) The *Contractor* shall provide or furnish, and pay for, all professional services, *Design Services*, labour, *Plant*, *Material*, tools, construction machinery and equipment, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.
- 3) Subject to paragraph 4), the *Contractor* shall have complete care, custody and control of the *Work* and shall direct and supervise the *Work* so as to ensure compliance with the *Contract*. The *Contractor* shall be responsible for construction means, methods, techniques, sequences and procedures and for coordinating the various parts of the *Work*, and shall ensure that all necessary safety precautions and protection are maintained throughout the *Work*. In any emergency, the *Contractor* shall either stop the *Work*, make changes or order extra work to ensure the safety of life and the protection of the *Work* and neighboring property.
- 4) When requested in writing by *Canada*, the *Contractor* shall make appropriate alterations in the method, *Plant* or work force at any time *Canada* considers the *Contractor's* actions to be unsafe, or damaging to either the *Work*, existing facilities, persons at the site of the work or the environment.
- 5) The *Contractor* shall have sole responsibility for the design, erection, operation, maintenance and removal of temporary structural and other temporary facilities and for the construction methods required in their use. The *Contractor* shall engage and pay for registered professional engineering personnel, skilled in the appropriate discipline to perform these functions where required by law or by the *Contract*, and in all cases when such temporary facilities and their method of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.
- 6) The *Contractor* shall keep at least one copy of current contract documents, submittals, reports, and records of meetings at the place of the *Work*, in good order and available to *Canada*.

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- 7) Except for any part of the Work that is necessarily performed away from or off the site of the Work, the Contractor shall confine Plant, storage of Material, and operations of employees to limits indicated by laws, ordinances, permits or the contract documents.

GC3.5 MATERIAL

- 1) Unless otherwise specified in the *Contract*, all *Material* incorporated in the *Work* shall be new.
- 2) Subject to paragraph 3) of GC3.5, if a specified reused, refurbished, or recycled item of *Material* is not available, the *Contractor* shall apply to *Canada* to substitute a similar item for the one specified.
- 3) If *Canada* agrees that the *Contractor's* application for substitution of a reused, refurbished, or recycled item is warranted, and that the substitute item is of acceptable quality and value to that specified and is suitable for the intended purpose, *Canada* may approve the substitution, subject to the following:
 - (a) the request for substitution shall be made in writing to *Canada* and shall be substantiated by information in the form of the manufacturer's literature, samples and other data which may be required by *Canada*;
 - (b) the *Contractor* shall make the request for substitution in a manner that shall not negatively affect the progress schedule of the *Contract* and well in advance of the time the item of *Material* must be ordered;
 - (c) substitution of *Material* shall be permitted only with the prior written approval of *Canada*, and any substituted items that are supplied or installed without such approval shall be removed from the site of the *Work* at the expense of the *Contractor*, and specified items installed at no additional cost to *Canada*; and
 - (d) the *Contractor* shall be responsible for all additional expenses incurred by *Canada*, the *Contractor*, its designers, subcontractors and suppliers at any tier due to the *Contractor's* use of the substitute.

GC3.6 SUBCONTRACTING

- 1) Subject to the provisions of this clause, the *Contractor* may subcontract any part of the *Work* but not the whole of the work.
- 2) The *Contractor* shall notify *Canada* in writing of the *Contractor's* intention to subcontract.
- 3) A notification referred to in paragraph 2) of GC3.6 shall identify the part of the *Work*, and the *Subcontractor* with whom the *Contractor* intends to subcontract.
- 4) *Canada* may for reasonable cause, object to the intended subcontracting by notifying the *Contractor* in writing within six (6) days of receipt by *Canada* of a notification referred to in paragraph 2) of GC3.6.
- 5) If *Canada* objects to a subcontracting, the *Contractor* shall not enter into the intended subcontract.
- 6) The *Contractor* shall not change nor permit to be changed the *Designer*, a *Subcontractor* engaged by the *Contractor* in accordance with this clause, or a person or entity named in the *Contractor's*

Proposal and accepted by *Canada* as part of the *Contractor's Proposal*, without the written consent of *Canada*.

- 7) The Contractor shall ensure that all the terms and conditions of the *Contract* that are of general application shall be incorporated in every other contract issued as a consequence of the *Contract*, *at whatever tier*, except those contracts issued solely to *Suppliers* at any tier for the supply of *Plant* or *Material*.
- 8) Neither a subcontracting nor *Canada's* consent to a subcontracting shall be construed to relieve the *Contractor* from any obligation under the *Contract* or to impose any liability upon *Canada*.

GC3.7 CONSTRUCTION BY OTHER CONTRACTORS OR WORKERS

- 1) *Canada* reserves the right to send other contractors or workers, with or without *Plant* and *Material*, onto the site of the Work.
- 2) When other contractors or workers are sent on to the site of the Work, *Canada* shall:
 - (a) to the extent it is possible, enter into separate contracts with the other contractors under conditions of Contract that are compatible with the conditions of the *Contract*;
 - (b) ensure that the insurance coverage provided by the other contractors is co-ordinated with the insurance coverage of the *Contractor* as it affects the *Work*; and
 - (c) take all reasonable precautions to avoid labour disputes or other disputes arising from the work of the other contractors or workers.
- 3) When other contractors or workers are sent on to the site of the Work, the *Contractor* shall:
 - (a) co-operate with them in the carrying out of their duties and obligations;
 - (b) co-ordinate and schedule the *Work* with the work of the other contractors and workers;
 - (c) participate with other contractors and workers in reviewing their construction schedules when directed to do so;
 - (d) where part of the *Work* is affected by or depends upon for its proper execution the work of other contractors or workers, promptly report to *Canada* in writing and prior to proceeding with that part of the *Work*, any apparent deficiencies in such work. Failure by the *Contractor* to so report shall invalidate any claims against *Canada* by reason of the deficiencies in the work of other contractors or workers except those deficiencies not then reasonably discoverable; and
 - (e) when designated as being responsible for construction safety at the place of the work in accordance with the applicable provincial or territorial laws, carry out its duties in that role and in accordance with those laws.
- 4) If, when entering into the *Contract*, the *Contractor* could not have reasonably foreseen nor anticipated the sending of other contractors or workers on to the site of the Work and provided the Contractor.
 - (a) incurs extra expense in complying with the requirements of paragraph 3) of GC3.7, and

- (b) gives *Canada* written notice of a claim for that extra expense within thirty (30) days of the date that the other contractors or workers were sent onto the site of the *Work*

Canada shall pay the *Contractor* the cost of the extra labour, *Plant* and *Material* that was necessarily incurred, calculated in accordance with GC6.4 DETERMINATION OF PRICE.

GC3.8 LABOUR AND FAIR WAGES

- 1) The Labour Conditions and the Schedules of Wage Rates form part of these General Conditions.
- 2) To the extent to which they are available, consistent with proper economy and the expeditious carrying of the *Work* the *Contractor* shall, in the performance of the *Work*, employ a reasonable proportion of persons who have been on active service with the Armed Forces of *Canada* and have been honourably discharged therefrom.
- 3) The *Contractor* shall maintain good order and discipline among the *Contractor's* employees and workers engaged in the *Work* and shall not employ on the site of the *Work* anyone not skilled in the tasks assigned.

GC3.9 MATERIAL, PLANT AND REAL PROPERTY BECOME PROPERTY OF CANADA

- 1) Subject to paragraph 9) of GC1.8 LAWS PERMITS AND TAXES, all *Material* and *Plant* and the interest of the *Contractor* in all real property, licences, powers and privileges purchased, used or consumed by the *Contractor* for the *Construction* of the *Work* shall immediately after the time of their purchase, use or consumption be the property of *Canada* for the purposes of the *Work* and they shall continue to be the property of *Canada*
 - (a) in the case of *Material*, until *Canada* indicates that the materials shall not be required for the *Work*, and
 - (b) in the case of *Plant*, real property, licences, powers and privileges, until *Canada* indicates that the interest vested in *Canada* therein is no longer required for the purposes of the *Work*.
- 2) *Material* or *Plant* that is the property of *Canada* by virtue of paragraph 1) of GC3.9 shall not be taken away from the site of the *Work* nor used or disposed of except for the purposes of the *Work* without the written consent of the *Canada*.
- 3) *Canada* is not liable for loss of nor damage from any cause to the *Material* or *Plant* referred to in paragraph 1) of GC3.9, and the *Contractor* is liable for such loss or damage notwithstanding that the *Material* or *Plant* is the property of *Canada*.

GC3.10 DEFECTIVE WORK

- 1) The *Contractor* shall promptly remove from the site of the *Work* and replace or re-execute defective *Work* whether or not the defective *Work* has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective *Material*, or damage through carelessness or other act or omission of the *Contractor*.
- 2) The *Contractor*, at the *Contractor's* expense, shall promptly make good other work destroyed or damaged by such removals or replacements.

- 3) If, in the opinion of *Canada* it is not expedient to correct defective Work or Work not performed as provided for in the Contract documents, *Canada* may deduct from the amount otherwise due to the *Contractor* the difference in value between the Work as performed and that called for by the Contract Documents.
- 4) The failure of *Canada* to reject any defective Work or Material shall not constitute acceptance of the defective Work or Material.

GC3.11 USE OF THE WORK AND CLEANUP OF SITE

- 1) The *Contractor* shall be responsible for analyzing conditions at the site of the *Work* and selecting the appropriate design and construction solution for the successful completion of the *Work*.
- 2) The *Contractor* shall not load or permit to be loaded any part of the *Work* or its site with a weight or force that will endanger the safety of the *Work*.
- 3) The *Contractor* shall maintain the *Work* and its site in a tidy condition and free from an accumulation of waste material and debris.
- 4) Before the issue of a *Certificate of Substantial Performance*, the *Contractor* shall remove waste material and debris, and all *Plant* and *Material* not required for the performance of the remaining work and, unless otherwise stipulated in the Contract documents, shall cause the *Work* and its site to be clean and suitable for occupancy by *Canada*.
- 5) Before the issue of a *Certificate of Completion*, the *Contractor* shall remove all surplus plant and materials, and any waste products and debris from the site of the *Work*.
- 6) The *Contractor's* obligations described in paragraphs 4) to 6) do not extend to waste products and other debris caused by *Canada's* servants, or by other contractors and workers referred to in GC3.7 CONSTRUCTION BY OTHER CONTRACTORS OR WORKERS.

GC3.12 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK

- 1) Without restricting any warranty or guarantee implied or imposed by law or contained in the Contract, the *Contractor* shall, at the *Contractor's* expense
 - (a) rectify and make good any defect or fault that appears in the *Work* or comes to the attention of *Canada* with respect to those parts of the *Work* accepted in connection with the *Certificate of Substantial Performance* within 12 months from the date of Substantial Performance;
 - (b) rectify and make good any defect or fault that appears in or comes to the attention of *Canada* in connection with those parts of the *Work* described in the *Certificate of Substantial Performance* within 12 months from the date of the *Certificate of Completion*;
 - (c) transfer and assign, to *Canada*, any subcontractor, manufacturer or supplier extended warranties or guarantees implied or imposed by law or contained in the Contract covering periods beyond the 12 months stipulated above. Extended warranties or guarantees referred to herein shall not extend the 12-month period whereby the *Contractor*, except as may be provided elsewhere in the Contract, must rectify and make good any defect or fault that appears in the *Work* or comes to the attention of *Canada*; and

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- (d) provide, to Canada prior to the issuance of the Certificate of Completion, a list of all extended warranties and guarantees referred to in paragraph (c) of GC3.12.
- 2) Canada may direct the *Contractor* to rectify and make good any defect or fault referred to in paragraph 1) of GC3.12 or covered by any other expressed or implied warranty or guarantee, and the *Contractor* shall rectify and make good such defect within the time stipulated in the direction.
- 3) A direction referred to in paragraph 2) of GC3.12 shall be in writing and shall be given to the *Contractor* in accordance with GC2.3 NOTICES.

GC5 TERMS OF PAYMENT

GC5.1 INTERPRETATION

In these Terms of Payment

- 1) The "payment period" means a period of 30 consecutive days or such other longer period as is agreed between the *Contractor* and Canada.
- 2) An amount is "due and payable" when it is due and payable by *Canada* to the *Contractor* according to GC5.4 PROGRESS PAYMENT, GC5.5 SUBSTANTIAL PERFORMANCE OF THE WORK, or GC5.6 FINAL COMPLETION;
- 3) An amount is overdue when it remains unpaid on the first day following the day upon which it is due and payable.
- 4) The "date of payment" means the date of the negotiable instrument of an amount due and payable by the Receiver General for Canada.
- 5) The "Bank Rate" means the rate of interest established by the Bank of Canada as the minimum rate at which it makes short term advances to members of the Canadian Payments Association.
- 6) The "Average Bank Rate" means the simple arithmetic mean of the Bank Rate in effect at 4:00 p.m. Eastern Time each day during the calendar month which immediately precedes the calendar month in which payment is made.

GC5.2 AMOUNT PAYABLE

- 1) Subject to any other provisions of the *Contract*, *Canada* shall pay the *Contractor*, at the times and in the manner hereinafter set out, the amount by which the amounts payable by *Canada* to the *Contractor* in accordance with the *Contract* exceed the amounts payable by the *Contractor* to *Canada*, and the *Contractor* shall accept that amount as payment in full satisfaction for everything furnished and done by the *Contractor* in respect of the work to which the payment relates.
- 2) When making any payment to the *Contractor*, the failure of *Canada* to deduct an amount payable to *Canada* by the *Contractor* shall not constitute a waiver of the right to do so, or an admission of lack of entitlement to do so in any subsequent payment to the *Contractor*.
- 3) Should any payment be made by Canada in excess of what is owed to the Contractor for the actual work performed, the Contractor will reimburse Canada the excess immediately, with or without demand, and any amounts outstanding shall bear simple interest at the Average Bank

rate plus 3 percent per annum from the date of overpayment until the day prior to the date of repayment by the Contractor.

- 4) No payment other than a payment that is expressly stipulated in the Contract, shall be made by Canada to the Contractor for any extra expense or any loss or damage incurred or sustained by the Contractor.

GC5.3 INCREASED OR DECREASED COSTS

- 1) The Contract Amount shall not be increased nor decreased by reason of any increase or decrease in the cost of the Work that is brought about by an increase or decrease in the cost of labour, Plant, Material or any wage adjustment arising pursuant to the Labour Conditions.
- 2) Notwithstanding paragraph 1) of GC5.3, if any change, including a new imposition or repeal, of any tax, customs or other duty, charge, or any similar imposition that is imposed under sales, customs or excise tax legislation of the Government of Canada or any Provincial or Territorial legislation, affects the cost of the Work to the Contractor, and occurs
 - (a) after the date of submission by the Contractor of its bid; or
 - (b) after the date of submission of the last revision, if the Contractor's bid was revised;
 - (c) the Contract Amount shall be adjusted in the manner provided in paragraph 3) of GC5.3.
- 3) If a change referred to in paragraph 2) of GC5.3 occurs, the Contract Amount shall be increased or decreased by an amount established by an examination by Canada of the relevant records of the Contractor referred to in GC2.8, "Accounts and Audits", to be the increase or decrease in the cost incurred by the Contractor that is directly attributable to that change.
- 4) For the purpose of paragraph 2) of GC5.3, if a tax is changed after the tender closing, but public notice of the change has been given by the Minister of Finance or the corresponding Provincial or Territorial authority before that closing, the change shall be deemed to have occurred before the solicitation closing.
- 5) Notwithstanding paragraphs 2) to 4) of GC5.3, no adjustment to the Contract Amount in respect of the Work or a part thereof shall be made for a change in any imposition referred to in this section that occurs after the date required by the Contract for completion of the Work or that part of the Work.

GC5.4 PROGRESS PAYMENT

- 1) On the expiration of a payment period, the *Contractor* shall deliver to Canada
 - (a) a written progress claim in a form acceptable to Canada, and certified by the *Designer*, that fully describes any part of the *Work* that has been completed, and any *Material* that was delivered to the *Work* site but not incorporated into the *Work*, during that payment period, and
 - (b) a completed and signed statutory declaration containing a declaration that up to the date of the progress claim, the *Contractor* has complied with all lawful obligations with respect to the Labour Conditions and that, in respect of the *Work*, all lawful obligations of the *Contractor* to its *Subcontractors*, *Suppliers* and the *Designer* (referred to collectively in the declaration as "subcontractors and suppliers") have been fully discharged.

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- 2) Within 10 days of receipt of a progress claim and statutory declaration from the *Contractor*, *Canada* shall inspect, or cause to have inspected, the part of the *Work* and the *Material* described in the progress claim, and shall issue a progress report to the *Contractor*, that indicates the value of the part of the *Work* and the *Material* described in the progress claim that, in the opinion of *Canada*
- (a) is in accordance with the *Contract*, and
- (b) was not included in any other progress report relating to the *Contract*.
- 3) Subject to GC5.2 AMOUNT PAYABLE and paragraph 5) of GC5.4, *Canada* shall pay the *Contractor* an amount that is equal to 100% of the value that is indicated in *Canada's* progress report with respect to the provision of the *Design Services*, together with an amount that is equal to
- (a) 95% of the value that is indicated in *Canada's* progress report with respect to the *Construction*, if a labour and material payment bond has been furnished by the *Contractor*, or
- (b) 90% of the value that is indicated in the progress report with respect to the *Construction*, if a labour and material payment bond has not been furnished by the *Contractor*.
- 4) *Canada* shall pay the amount referred to in paragraph 3) of GC5.4 not later than
- (a) 30 days after the receipt by *Canada* of a progress claim and statutory declaration referred to in paragraph 1) of GC5.4, or
- (b) 15 days after the *Contractor* has submitted to *Canada* a progress schedule or updated progress schedule in accordance with GC3.1 PROGRESS SCHEDULE,
- whichever is later.
- 5) In the case of the *Contractor's* first progress claim, it is a condition precedent to *Canada's* obligation under paragraph 3) of GC5.4 that the *Contractor* has provided all necessary documentation required by the *Contract* for the first progress claim.

GC5.5 SUBSTANTIAL PERFORMANCE OF THE WORK

- 1) If, at any time before the issuance of a *Certificate of Completion*, *Canada* determines that the *Work* has reached Substantial Performance as described in subparagraph 1) (b) of GC1.1.4 SUBSTANTIAL PERFORMANCE, *Canada* shall request the *Contractor* to provide a written declaration prepared and signed by the *Designer* in accordance with subparagraph 9)(e) of GC3.2 PROJECT DESIGN AND ROLE OF THE DESIGNER. Following receipt of the declaration, *Canada* shall inspect the *Work*, and if satisfied that the *Work* has reached Substantial Performance, shall issue a *Certificate of Substantial Performance* to the *Contractor*. The *Certificate of Substantial Performance* shall state the date of Substantial Performance and shall describe the parts of the *Work* not completed to the satisfaction of *Canada*, and all things that must be done by the *Contractor* before a *Certificate of Completion* is issued, and before the 12-month warranty period referred to in GC3.12 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK shall commence for the said parts and all the said things.

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- 2) The issuance of a Certificate of Substantial Performance does not relieve the *Contractor* from the *Contractor's* obligations under GC3.10 DEFECTIVE WORK.
 - 3) Subject to GC5.2 AMOUNT PAYABLE and paragraph 4) of GC5.5, *Canada* shall pay the *Contractor* the amount referred to in paragraph 1) of GC5.2 AMOUNT PAYABLE less the aggregate of
 - (a) the sum of all payments that were made pursuant to GC5.4 PROGRESS PAYMENT;
 - (b) an amount that is equal to *Canada's* estimate of the cost to *Canada* of rectifying defects described in the Certificate of Substantial Performance ; and
 - (c) an amount that is equal to *Canada's* estimate of the cost to *Canada* of completing the parts of the *Work* described in the Certificate of Substantial Performance , other than defects listed therein.
 - 4) *Canada* shall pay the amount referred to in paragraph 3) of GC5.5, not later than
 - (a) 30 days after the date of issue of a Certificate of Substantial Performance , or
 - (b) 15 days after the *Contractor* has delivered to *Canada*
 - (i) a statutory declaration containing a declaration by the *Contractor* that up to the date of the Certificate of Substantial Performance , the *Contractor* has complied with all lawful obligations with respect to the Labour Conditions, discharged all its lawful obligations to its *Subcontractors*, *Suppliers* and the *Designer* in respect of the work under the *Contract*, and discharged its lawful obligations referred to in GC1.8 LAWS, PERMITS AND TAXES, and
 - (ii) evidence of compliance with workers' compensation legislation in accordance with GC1.9 WORKERS' COMPENSATION, and
 - (iii) an update of the progress schedule in accordance with the requirements of GC3.1 PROGRESS SCHEDULE

whichever is later.

GC5.6 FINAL COMPLETION

- 1) When *Canada* is of the opinion that the *Work* has been completed, the *Contractor* shall, on request, cause the *Designer* to provide *Canada* with
 - (a) a written declaration attesting to the completeness of the *Work*, and
 - (b) if the *Work* or a portion of the *Work* is subject to a *Unit Price Arrangement*, a certificate of measurement of the final quantities of the *Work*

both to the satisfaction of *Canada*.
- 2) Within five (5) days of the receipt of satisfactory documentation described in paragraph 1) of GC5.6 if *Canada* is satisfied that the *Contractor* has complied with the *Contract* and all orders and directions made pursuant thereto, and that the *Work* has been completed, *Canada* shall issue a

Certificate of Completion to the *Contractor* and, if the *Work* or a portion of the *Work* is subject to a *Unit Price Arrangement*, Canada shall issue a *Final Certificate of Measurement* which shall be binding upon and conclusive between *Canada* and the *Contractor* as to the quantities referred to therein.

- 3) Subject to GC5.2 AMOUNT PAYABLE and paragraph 4) of GC5.6,, *Canada* shall pay the *Contractor* the amount referred to in GC5.2 less the aggregate of
 - (a) the sum of all payments that were made pursuant to GC5.4 PROGRESS PAYMENT, and
 - (b) the sum of all payments that were made pursuant to GC5.5 SUBSTANTIAL PERFORMANCE OF THE WORK.
- 4) *Canada* shall pay the amount referred to in paragraph 3) of GC5.6 not later than
 - (a) 60 days after the date of issue of a *Certificate of Completion*, or
 - (b) 15 days after the *Contractor* has delivered to *Canada*
 - (i) a statutory declaration which contains a declaration by the *Contractor* that all of the *Contractor's* lawful obligations and any lawful claims against the *Contractor* that arose out of the performance of the *Contract* have been discharged and satisfied, and
 - (ii) evidence of compliance with workers' compensation legislation in accordance with GC1.9 WORKERS' COMPENSATION

whichever is later.

GC5.7 PAYMENT NOT BINDING ON CANADA

- 1) Neither acceptance of a progress claim or progress report, nor any payment made by *Canada* under the *Contract*, nor partial or entire use or occupancy of the *Work* by *Canada* shall constitute an acceptance by *Canada* of any portion of the *Work* or *Material* that is not in accordance with the requirements of the *Contract*.

GC5.8 CLAIMS AND OBLIGATIONS

- 1) The *Contractor* shall discharge all the *Contractor's* lawful obligations and shall satisfy all lawful claims against the *Contractor* arising out of the performance of the *Work* at least as often as the *Contract* requires *Canada* to pay the *Contractor*.
- 2) Whenever requested to do so by *Canada*, the *Contractor* shall make a statutory declaration declaring to the existence and condition of any obligations and claims against the *Contractor* arising out of the performance of the *Work*.
- 3) In order to discharge lawful obligations of and satisfy lawful claims against the *Contractor*, or its *Designers* or *Subcontractors* arising out of the performance of the *Contract*, *Canada* may pay an amount that is due and payable to the *Contractor* directly to the claimant. Such payment is, to the extent of the payment, a discharge of *Canada's* liability to the *Contractor* under the *Contract* and may be deducted from any amount payable to the *Contractor* under the *Contract*.

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- 4) For the purposes of paragraph 3) of GC5.8, and subject to paragraph 6) of GC5.8, a claim or obligation shall be considered lawful when it is so determined by
- (a) a court of legal jurisdiction, or
 - (b) an arbitrator duly appointed to arbitrate the claim, or
 - (c) the written consent of the *Contractor* authorizing payment of the claim or obligation.
- 5) If a claim or obligation would have been subject to the provisions of Provincial or Territorial lien legislation or, in the Province of Quebec, the law relating to legal hypothecs had the *Contractor* been performing the *Work* for a entity other than Canada:
- (a) such amount as may be paid by *Canada* pursuant to paragraphs 3) and 4) of GC5.8 shall not exceed the amount which the *Contractor* would have been obliged to pay had the provisions of such legislation or law been applicable to the *Work*;
 - (b) a claimant need not comply with the provisions of such legislation setting out the steps by way of notice, registration or otherwise as might have been necessary to preserve or perfect any claim for lien or privilege which the claimant might have had, and
 - (c) for the purposes of determining the entitlement of a claimant, the notice required by paragraph 8) of GC5.8 shall be deemed to replace the registration or provision of notice after the performance of work as required by any applicable legislation and no claim shall be deemed to have expired, become void or unenforceable by reason of the claimant not commencing any action within the time prescribed by such legislation.
- 6) The *Contractor*, shall at the request of any claimant, submit to binding arbitration, those questions that need be answered to establish any entitlement of the claimant to payment. The arbitration shall have as parties to it any *Designer*, *Subcontractor*, or suppliers to whom the claimant supplied *Material*, performed work or rented equipment should such *Subcontractor*, *Designer*, or supplier wish to be adjoined, and *Canada* shall not be a party to such arbitration. Subject to any agreement between the *Contractor* and the claimant, the arbitration shall be conducted in accordance with the governing Provincial or Territorial legislation applicable to the site of the *Work*.
- 7) Paragraph 3) of GC5.8 shall apply only to claims and obligations
- (a) the notification of which has set forth the amount claimed to be owing and the person or entity who by contract is primarily liable and has been received by *Canada* in writing before final payment is made to the *Contractor* pursuant to GC5.6 FINAL COMPLETION, and within 120 days of the date on which the claimant
 - (i) should have been paid in full under the claimant's contract with the *Contractor*, its *Designer*, *Subcontractor* or *Supplier*, if the claim is for money that was lawfully required to be held back from the claimant; or
 - (ii) performed the last of the services, work, labour, or furnished the last of the *Material* pursuant to the claimant's Contract with the *Contractor*, its *Designer*, *Subcontractor*, or *Supplier* where the claim is for money not lawfully required to be held back from the claimant, and

- (b) the proceedings to determine the right to payment of which, pursuant to paragraph 5) of GC5.8, shall have commenced within one year from the date that the notification required by subparagraph 7)(a) of GC5.8 was received by Canada.
- 8) Upon receipt of a notice of claim, *Canada* may withhold from any amount that is due and payable to the *Contractor* pursuant to the *Contract*, the full amount of the claim or any portion thereof.
- 9) *Canada* shall notify the *Contractor* in writing in a timely manner of receipt of any claim and of the intention of *Canada* to withhold funds. At any time thereafter and until payment is made to the claimant, the *Contractor* may be entitled to post, with *Canada*, security in a form acceptable to *Canada* in an amount equal to the value of the claim, and upon receipt of such security *Canada* shall release to the *Contractor* any funds which would be otherwise payable to the *Contractor*, that were withheld pursuant to the provisions of this clause in respect of the claim of any claimant for whom the security stands.

GC5.9 RIGHT OF SET-OFF

- 1) Without limiting any right of setoff or deduction given or implied by law or elsewhere in the Contract, Canada may set off any amount payable to Canada by the Contractor under the Contract, or under any current contract, against any amount payable to the Contractor under the Contract.
- 2) For the purposes of paragraph 1) of GC5.9, "current contract" means a contract between Canada and the Contractor
- (a) under which the Contractor has an undischarged obligation to perform or supply work, labour or material; or
- (b) in respect of which Canada has, since the date of the Contract, exercised any right to take the work that is the subject of that contract out of the Contractor's hands.

GC5.10 ASSESSMENTS AND DAMAGES FOR LATE COMPLETION

- 1) For the purposes of this clause
- (a) the *Work* shall be deemed to be completed on the date of *Certificate of Completion*, and
- (b) the "period of delay" means the number of days commencing on the day fixed for completion of the *Work* and ending on the day immediately preceding the day on which the *Work* is completed but does not include any day within a period of extension granted pursuant to GC6.5 DELAYS AND EXTENSION OF TIME, and any other day on which, in the opinion of Canada, completion of the *Work* was delayed for reasons beyond the control of the *Contractor*.
- 2) If the *Contractor* does not complete the *Work* by the day fixed for its completion but completes it thereafter, the *Contractor* shall pay *Canada* an amount equal to the aggregate of
- (a) all salaries, wages and traveling expenses incurred by *Canada* in respect of persons overseeing the performance of the *Work* during the period of delay;
- (b) the cost incurred by *Canada* as a result of the inability to use the completed *Work* for the period of delay; and

- (c) all other expenses and damages incurred or sustained by *Canada* during the period of delay as a result of the *Work* not being completed by the day fixed for its completion.
- 3) *Canada* may waive the right of *Canada* to the whole or any part of the amount payable by the *Contractor* pursuant to paragraph 2) of GC5.10 if, in the opinion of *Canada*, it is in the public interest to do so.

GC5.11 DELAY IN MAKING PAYMENT

- 1) Notwithstanding GC1.5 TIME OF THE ESSENCE, any delay by *Canada* in making any payment when it is due pursuant to GC5 shall not be a breach of the *Contract* by *Canada*.
- 2) Subject to paragraph 3) of GC5.11, *Canada* shall pay to the *Contractor* simple interest at the Average Bank Rate plus 3 percent per annum on any amount which is overdue pursuant to paragraph 3) of GC5.1 INTERPRETATION, and the interest shall apply from and include the day such amount became overdue until the day prior to the date of payment.
- 3) Interest shall be paid without demand by the *Contractor* except that
- (a) in respect of amounts that are less than 15 days overdue, no interest shall be paid in respect of payment made within such 15 days unless the *Contractor* so demands after such amounts have become due and payable, and
- (b) interest shall not be payable or paid on overdue advance payments, if any.

GC5.12 INTEREST ON SETTLED CLAIMS

- 1) For the purposes of this clause, a claim means a disputed amount subject to negotiation between *Canada* and the *Contractor* under the *Contract*.
- 2) A claim is deemed to have been settled when an agreement in writing is signed by *Canada* and the *Contractor* setting out the amount of the claim to be paid by *Canada* and the items of work for which the said amount is to be paid.
- 3) A settled claim is deemed to be outstanding from the day immediately following the date the said claim would have been due and payable under the *Contract* had it not been disputed.
- 4) *Canada* shall pay to the *Contractor* simple interest on the amount of a settled claim at the Average Bank Rate plus 3 per cent per annum from the date the settled claim was deemed to be outstanding until the day prior to the date of payment.

GC5.13 RETURN OF SECURITY DEPOSIT

- 1) After a *Certificate of Substantial Performance* has been issued, and if the *Contractor* is not in breach of nor in default under the *Contract*, *Canada* shall return to the *Contractor* all or any part of a Security Deposit that, in the opinion of *Canada*, is not required for the purposes of the *Contract*.
- 2) After a *Certificate of Completion* has been issued, *Canada* shall return to the *Contractor* the remainder of any security deposit unless the *Contract* stipulates otherwise.
- 3) If the security deposit was paid into the Consolidated Revenue Fund of *Canada*, *Canada* shall pay interest thereon to the *Contractor* at a rate established from time to time pursuant to section 21(2) of the Financial Administration Act.

GC6 DELAYS AND CHANGES IN THE WORK

GC6.1 CHANGES IN THE WORK

- 1) At any time before issuing a *Certificate of Completion*, Canada may issue orders for additions, deletions or other changes to the *Work*, or changes in the location or position of the whole or any part of the *Work*, if the addition, deletion, change or other revision is deemed by Canada to be, consistent with the general intent of the *Contract*.
- 2) An order referred to in paragraph 1) of GC6.1 shall be in writing and given to the *Contractor* in accordance with GC2.3 NOTICES.
- 3) Upon receipt of an order, the *Contractor* shall promptly perform the work in accordance with the order as if the order had appeared in and been part of the original *Contract*.
- 4) If anything done or omitted by the *Contractor* pursuant to an order increases or decreases the cost of the *Work* to the *Contractor*, payment for the work shall be made in accordance with GC6.4 DETERMINATION OF PRICE.

GC6.2 CHANGES IN SUBSURFACE CONDITIONS

- 1) If, during the performance of the *Work*, the *Contractor* encounters subsurface conditions that are substantially different from the subsurface conditions described in the Request for Proposal documents supplied to the *Contractor*, or a reasonable assumption of fact based thereon, the *Contractor* shall give notice to Canada immediately upon becoming aware of the situation.
- 2) If the *Contractor* is of the opinion that the *Contractor* may incur or sustain any extra expense or any loss or damage that is directly attributable to the changed subsurface conditions, the *Contractor* shall within 10 days of the date the changed subsurface conditions were encountered, give Canada written notice of intention to claim for that extra expense, loss or damage.
- 3) If the *Contractor* has given a notice referred to in paragraph 2) of GC6.2, the *Contractor* shall give Canada a written claim for extra expense, loss or damage no later than 30 days after the date that a *Certificate of Substantial Performance* is issued.
- 4) A written claim referred to in paragraph 3) of GC6.2 shall contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the claim to enable Canada to determine whether or not the claim is justified, and the *Contractor* shall supply such further and other information for that purpose as Canada requires.
- 5) If Canada determines that a claim referred to in paragraph 3) of GC6.2 is justified, Canada shall make an extra payment to the *Contractor* in an amount that is calculated in accordance with GC6.4, "Determination of Price".
- 6) If, in the opinion of Canada, the *Contractor* effects a saving of expenditure that is directly attributable to a substantial difference between the information relating to subsurface conditions at the site of the *Work* that is contained in the Request for Proposal documents, or a reasonable assumption of fact based thereon, and the actual subsurface conditions encountered by the *Contractor*, the *Contract Amount* shall be reduced by the amount of the saving of expenditure determined in accordance with GC6.4, "Determination of Price".

- 7) If the Contractor fails to give a notice referred to in paragraph 2) of GC6.2 and a claim referred to in paragraph 3) of GC6.2 within the times stipulated, an extra payment shall not be made to the Contractor in respect of the occurrence.
- 8) Canada does not warrant the content expressed in any subsurface report available for the perusal of the Contractor that does not form part of the Request for proposal and contract documents.

GC6.3 HUMAN REMAINS, ARCHAEOLOGICAL REMAINS AND ITEMS OF HISTORICAL OR SCIENTIFIC INTEREST

- 1) For the purposes of this clause
 - (a) "human remains" means the whole or any part of a deceased human being, irrespective of the time of death;
 - (b) "archaeological remains" are items, artifacts or things made, modified or used by human beings in antiquity and may include, but not be limited to, stone, wood or iron structures or monuments, dump deposits, bone artifacts, weapons, tools, coins, and pottery;
 - (c) "items of historical or scientific interest" are naturally occurring or manufactured objects or things of any age that are not archaeological remains but may be of interest to society because of their historical or scientific significance, value, rarity, natural beauty, or other quality.
- 2) If, during the course of the *Work*, the *Contractor* encounters any object, item or thing which is described in paragraph 1) of GC6.3 or which resembles any object, item or thing described in paragraph 1) of GC6.3, the *Contractor* shall
 - (a) take all reasonable steps, including stopping work in the affected area, to protect and preserve the object, item or thing,
 - (b) immediately notify *Canada* of the circumstances in writing, and
 - (c) take all reasonable steps to minimize additional costs which may accrue as a result of any work stoppage.
- 3) Upon receipt of a notification in accordance with paragraph 2)(b) of GC6.3, *Canada* shall promptly determine whether the object, item or thing is one described in, or contemplated by paragraph 1) of GC6.3, and shall notify the *Contractor* in writing of any action to be performed, or work to be carried out, by the *Contractor* as a result of *Canada's* determination.
- 4) *Canada* may, at any time, enlist the services of experts to assist in the investigation, examination, taking of measurements or other such recordings, placing of permanent protection around or removing of the object, item or thing encountered by the *Contractor*, and the *Contractor* shall, to the satisfaction of *Canada*, allow them access and cooperate with them in the carrying out of their duties and obligations.
- 5) Human remains, archaeological remains and items of historical or scientific interest encountered at the site of the *Work* shall be deemed to be the property of *Canada*.
- 6) Except as may be otherwise provided for in the *Contract*, the provisions of GC6.4 DETERMINATION OF PRICE, and GC6.5 DELAYS AND EXTENTION OF TIME shal apply.

GC6.4 DETERMINATION OF PRICE

GC6.4.1 Price Determination Prior to Undertaking Changes

- 1) If a Lump Sum Arrangement applies to the Contract or a part thereof, the price of any change shall be the aggregate estimated cost of labour, Plant and Material that is required for the change as agreed upon in writing by the Contractor and Canada plus an allowance for supervision, co-ordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount, which allowance shall be equal to
 - (a) 20 percent of the aggregate costs referred to herein for that portion of the Work done by the Contractor's own forces, if the aggregate cost of the Work does not exceed \$50,000;
 - (b) 15 percent of the aggregate costs referred to herein for that portion of the Work that is done by subcontract, if the aggregate cost of the Work does not exceed \$50,000; or
 - (c) a negotiated percentage of the aggregate costs referred to herein or a negotiated amount
 - (i) if the aggregate cost of the Work exceeds \$50,000; or
 - (ii) if the Contractor and Canada agree in writing.
- 2) If a Unit Price Arrangement applies to the Contract or a part thereof, the Contractor and Canada may, by agreement in writing, add items, units of measurement, estimated quantities and prices per unit to the Unit Price Table.
- 3) A price per unit referred to in paragraph 2) of GC6.4.1 shall be determined on the basis of the aggregate estimated cost of labour, Plant and Material that is required for the additional item as agreed upon by the Contractor and Canada, plus an allowance determined in accordance with paragraph 1) of GC6.4.1.
- 4) To facilitate approval of the price of the change or the additional price per unit as applicable, the Contractor shall submit a cost estimate breakdown identifying, as a minimum, the estimated cost of labour, Plant, Material, each subcontract amount, and the amount of the allowance.
- 5) If no agreement is reached as contemplated in paragraph 1) of GC6.4.1, the price shall be determined in accordance with GC6.4.2.
- 6) If no agreement is reached, as contemplated in paragraphs 2) and 3) of GC6.4.1, Canada shall determine the class and the unit of measurement of the item of labour, Plant or Material and the price per unit shall be determined in accordance with GC6.4.2.

GC6.4.2 Price Determination Following Completion of Changes

- 1) If it is not possible to predetermine, or if there is failure to agree upon the price of a change in the Work, the price of the change shall be equal to the aggregate of
 - (a) all reasonable and proper amounts actually expended or legally payable by the Contractor in respect of the labour, Plant and Material that fall within one of the classes of expenditure described in paragraph 2) of GC6.4.2, that are directly attributable to the performance of the Contract;

-
- (b) an allowance for profit and all other expenditures or costs, including overhead, general administration costs, financing and interest charges, in an amount that is equal to 10% of the sum of the expenses referred to in subparagraph 1)(a) of GC6.4.2; and
 - (c) interest on the amounts determined under subparagraphs 1)(a) and 1)(b) of GC6.4.2 calculated in accordance with GC5.12, "Interest on Settled Claims";
- 2) The cost of labour, Plant and Material referred to in subparagraph 1)(a) of GC6.4.2 shall be limited to the following categories of expenditure:
- (a) payments to Subcontractors and Suppliers;
 - (b) wages, salaries, bonuses and, if applicable, travel and lodging expenses of employees of the Contractor located at the site of the Work and that portion of wages, salaries, bonuses and, if applicable, travel and lodging expenses of personnel of the Contractor generally employed at the head office or at a general office of the Contractor provided they are actually and properly engaged on the Work under the Contract;
 - (c) assessments payable under any statutory authority relating to workers' compensation, employment insurance, pension plan or holidays with pay, provincial health or insurance plans, environmental reviews, and GST/HST collection costs;
 - (d) rent that is paid for Plant, or an amount equivalent to the said rent if the Plant is owned by the Contractor, that is necessary for and used in the performance of the Work, if the rent or the equivalent amount is reasonable and use of that Plant has been approved by Canada;
 - (e) payments for maintaining and operating Plant necessary for and used in the performance of the Work, and payments for effecting repairs thereto that, in the opinion of Canada, are necessary for the proper performance of the Contract, other than payments for any repairs to the Plant arising out of defects existing before its allocation to the Work;
 - (f) payments for Material that is necessary for and incorporated in the Work, or that is necessary for and consumed in the performance of the Contract;
 - (g) payments for preparation, delivery, handling, erection, installation, inspection, protection and removal of the Plant and Material necessary for and used in the performance of the Contract; and
 - (h) any other payments made by the Contractor with the approval of Canada that are necessary for the performance of the Contract in accordance with the contract documents.

GC6.4.3 Price Determination - Variations in Tendered Quantities

For the purpose of this clause "tendered quantities" means the estimated quantities identified in the Request for Proposal documents.

- 1) Except as provided in paragraphs 2), 3), 4) and 5) of GC6.4.3, if it appears that the final quantity of labour, Plant and Material under a price per unit item shall exceed or be less than the estimated tendered quantity, the Contractor shall perform the Work or supply the Plant and Material required to complete the item and payment shall be made for the actual Work performed or Plant and Material supplied at the price per unit set out in the Contract.

-
- 2) If the final quantity of the price per unit item exceeds the estimated tendered quantity by more than 15 percent, either party to the Contract may make a written request to the other party negotiate an amended price per unit for that portion of the item which exceeds 115 percent of the estimated tendered quantity, and to facilitate approval of any amended price per unit, the Contractor shall, on request, provide Canada with
 - (a) detailed records of the actual cost to the Contractor of performing or supplying the tendered quantity for the price per unit item up to the time the negotiation was requested, and
 - (b) the estimated unit cost of labour, Plant and Material required for the portion of the item that is in excess of 115 percent of the tendered quantity.
 - 3) If agreement is not reached as contemplated in paragraph 2) of GC6.4.3, the price per unit shall be determined in accordance with GC6.4.2.
 - 4) If it appears that the final quantity of labour, Plant and Material under a price per unit item shall be less than 85 percent of the estimated tendered quantity, either party to the Contract may make a written request to the other party to negotiate a change to the price per unit for the item if
 - (a) there is a demonstrable difference between the unit cost to the Contractor of performing or supplying the estimated tendered quantity and the unit cost to the Contractor for performing or supplying the final quantity; and
 - (b) the difference in unit cost is due solely to the decrease in quantity and not to any other cause.
 - 5) For the purposes of the negotiation referred to in paragraph 4) of GC6.4.3
 - (a) the onus of establishing, justifying and quantifying a proposed change lies with the party making the request for negotiation; and
 - (b) in no event shall the total price for an item that has been amended as a result of a reduction in quantity pursuant to paragraph 4) of GC6.4.3 exceed the amount that would have been payable to the Contractor had 85 percent of the tendered quantity actually been performed or supplied.

GC6.5 DELAYS AND EXTENSION OF TIME

- 1) Upon application of the Contractor made before the date first fixed for completion of the Work or before any other date previously fixed under this clause, Canada may extend the time for completion of the Work by fixing a new date if Canada determines that causes beyond the control of the Contractor have delayed its completion.
- 2) The Contractor's application shall be accompanied by the written consent of the bonding company whose bond forms part of the Contract Security.
- 3) Subject to paragraph 4) of GC6.5, no payment, other than a payment that is expressly stipulated in the Contract, shall be made by Canada to the Contractor for any extra expense, loss or damage incurred or sustained by the Contractor due to delay, whether or not the delay is caused by circumstances beyond the control of the Contractor.
- 4) If the Contractor incurs or sustains any extra expense or any loss or damage that is directly attributable to any neglect or delay that occurs after the date of the Contract on the part of Canada in providing any information or in doing any act that the Contract either expressly requires Canada

to do or that would ordinarily be done by an owner in accordance with the practice of the trade, the Contractor shall give Canada written notice of intention to claim for that extra expense or loss or damage within 10 working days of the date the neglect or delay first occurred.

- 5) When the Contractor has given a notice referred to in paragraph 4) of GC6.5, the Contractor shall give Canada a written claim for the extra expense, loss or damage no later than 30 days after the date that a Certificate of Completion is issued and not afterwards.
- 6) A written claim referred to in paragraph 5) of GC6.5 shall contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the claim to enable Canada to determine whether or not the claim is justified and the Contractor shall supply such further and other information for that purpose as Canada may require.
- 7) If Canada determines that a claim referred to in paragraph 5) of GC6. 5 is justified, Canada shall make an extra payment to the Contractor in an amount that is calculated in accordance with GC6.4, "Determination of Price".
- 8) If the Contractor fails to give a notice referred to in paragraph 4) and a claim referred to in paragraph 5) of GC6.5 within the times stipulated, an extra payment shall not be made to the Contractor in respect of the occurrence.

GC7 DEFAULT, SUSPENSION OR TERMINATION OF CONTRACT

GC7.1 TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS

- 1) By giving notice in writing to the Contractor in accordance with GC2.3, "Notices", Canada, without any other authorization, may take all or any part of the Work out of the Contractor's hands, and may employ such means as Canada sees fit to have the Work completed if the Contractor
 - (a) fails to remedy any delay in the commencement or default in the diligent performance of the Work to the satisfaction of Canada within 6 days of Canada giving notice to the Contractor in writing in accordance with GC2.3, "Notices";
 - (b) defaults in the completion of any part of the Work within the time fixed for its completion by the Contract;
 - (c) becomes insolvent, or has committed an act of bankruptcy, and has neither made a proposal to its creditors nor filed a notice of intention to make such a proposal, pursuant to the Bankruptcy and Insolvency Act;
 - (d) abandons the work;
 - (e) makes an assignment of the Contract without the consent required by GC1.17, "Assignment", or
 - (f) otherwise fails to observe or perform any of the provisions of the Contract.
- 2) If the whole or any part of the Work is taken out of the Contractor's hands, the Contractor's right to any further payment that is due or accruing due under the Contract is, subject only to paragraph 3) of GC7.1, extinguished, and the Contractor is liable to pay Canada, upon demand, an amount that is equal to the amount of all loss and damage incurred or sustained by Canada in respect of the Contractor's failure to complete the Work.

- 3) If the whole or any part of the Work that is taken out of the Contractor's hands is completed by Canada, Canada may pay the Contractor the amount, if any, of the holdback or a progress claim as determined by Canada that had accrued and was due prior to the date on which the Work was taken out of the Contractor's hands and that is not required for the purposes of having the Work performed or of compensating Canada for any other loss or damage incurred or sustained by reason of the Contractor's default.
- 4) The taking of the Work or any part thereof out of the Contractor's hands does not relieve the Contractor from any obligation under the Contract or imposed by law except the obligation to complete the performance of that part of the Work that was taken out of the Contractor's hands.
- 5) If the Work or any part thereof is taken out of the Contractor's hands, all Plant and Material and the interest of the Contractor, or its suppliers or subcontractors at any tier, in all real property, licences, powers and privileges acquired, used or provided by the Contractor, or its suppliers or subcontractors at any tier, under the Contract shall continue to be the property of Canada without compensation.
- 6) When Canada certifies that any Plant, Material, or any interest of the Contractor is no longer required for the purposes of the Work, or that it is not in the interests of Canada to retain that Plant, Material, or interest, it shall revert to the Contractor.
- 7) If the Contractor has become insolvent or has committed an act of bankruptcy, and has either made a proposal to its creditors or filed a notice of intention to make such a proposal, pursuant to the Bankruptcy and Insolvency Act, the Contractor shall immediately forward a copy of the proposal or the notice of intention to Canada.

GC7.2 SUSPENSION OF WORK

- 1) When, in Canada's opinion, it is in the public interest to do so, Canada may require the Contractor to suspend performance of the Work either for a specified or an unspecified period, by giving a notice of suspension in writing to the Contractor in accordance with GC2.3, "Notices".
- 2) When a notice of suspension is received by the Contractor, the Contractor shall suspend all operations in respect of the Work except those that Canada determines are necessary for the care and preservation of the Work, Plant and Material.
- 3) During a period of suspension, the Contractor shall not remove any part of the Work, Plant or Material from its site without the consent of Canada.
- 4) If a period of suspension is 60 days or less, the Contractor shall resume the performance of the Work on the expiration of that period, and the Contractor is entitled to be paid the extra costs necessarily incurred by the Contractor as a result of the suspension, determined in accordance with GC6.4, "Determination of Price".
- 5) If a period of suspension is more than 60 days, Canada and the Contractor may agree that the performance of the Work shall be continued by the Contractor, and the Contractor shall resume performance of the Work subject to any terms and conditions agreed upon by Canada and the Contractor. If Canada and the Contractor do not agree that performance of the Work shall be continued by the Contractor, or upon the terms and conditions under which the Contractor shall continue the Work, the notice of suspension shall be deemed to be a notice of termination pursuant to GC7.3, "Termination of Contract".

GC7.3 TERMINATION OF CONTRACT

- 1) Canada may terminate the Contract at any time by giving a notice of termination in writing to the Contractor in accordance with GC2.3, "Notices".
- 2) If the Contractor receives a notice of termination, the Contractor shall forthwith cease all operations in performance of the Contract, subject to any conditions stipulated in the notice.
- 3) Subject to paragraph 4) of GC7.3, if the Contract is terminated, Canada shall pay the Contractor an amount determined to be due to the Contractor pursuant to GC6.4, "Determination of Price", less the aggregate of all amounts that were paid to the Contractor by Canada and all amounts that are due to Canada from the Contractor pursuant to the Contract.
- 4) In no event shall the total amount payable by Canada to the Contractor exceed the amount, calculated in accordance with GC5, "Terms of Payment", that would have been payable to the Contractor had the Contractor completed the Work.
- 5) Payment to the Contractor, if any, shall be made as soon as practicable under the circumstances.

GC7.4 SECURITY DEPOSIT - FORFEITURE OR RETURN

- 1) If the Work is taken out of the Contractor's hands, or the Contractor is in breach of, or in default under, the Contract, Canada may convert a security deposit to Canada's own use.
- 2) If Canada converts a security deposit, the amount realized shall be deemed to be an amount due from Canada to the Contractor under the Contract.
- 3) Any balance of the amount realized that remains after payment of all losses, damage and claims of Canada and others shall be paid by Canada to the Contractor if, in the opinion of Canada, it is not required for the purposes of the Contract.

SUPPLEMENTARY CONDITIONS

SC01 PAYMENT FOR DESIGN CHANGES AND REVISIONS

1. Payment for any additional or reduced Design Services authorized by Canada prior to their performance, and for which a basis of payment has not been established at the time of execution of the Contract, shall be in an amount or amounts to be mutually agreed upon from time to time, subject to the Terms of Payment and the approval of Canada.
2. Where it is not possible, or appropriate, to agree upon a fixed price fee prior to the performance of the additional or reduced Design Services, payment shall be made on the basis of a time based fee as follows:
 - (a) The *Designer's* principals and executives, and other personnel approved in that capacity by Canada shall be paid at the hourly rates provided for in clause 1.3.4 of the Price Bid Form.
 - (b) The *Designer's* staff approved by Canada shall be paid at the hourly rate specified in Annex B..
 - (c) The normal working hours per day for *Designer's* principals, executives and the employees, shall be deemed to be seven and a half (7.5) hours of any day during which they are actually engaged in the performance of the *Design Services*.
 - (d) Travel time during normal working hours, that is related to the Project and authorized by Canada, shall be chargeable as time worked.
 - (e) The maximum amount(s) that applies (apply) to the *Design Services* to be carried out at time rates shall be as specified in the change request notice issued by Canada, which amount(s) shall not be exceeded without the prior authorization of Canada.
3. Subject to paragraph 5 below and prior to the performance of additional or reduced *Design Services* on the basis of a time based fee, the *Contractor* shall comply with any request made by Canada regarding persons to be employed by its *Designer* or its *Designer's subconsultants* to provide the additional or reduced *Design Services*. In addition, Canada shall determine, based on industry practice and input from the Contractor, hourly rates for any of those persons for whom the relevant information does not appear in the Price Bid Form.
4. The *Contractor* shall, on request, submit to Canada for approval, the names, addresses, qualifications, experience and proposed roles of all persons, including principals, to be employed by its *Designer* to provide the *Design Services* for the Project and, on request, submit any subsequent changes to Canada for approval.
5. Payment for additional *Design Services* not identified at the time of execution of the Contract shall be made only to the extent that
 - (a) the additional *Design Services* are *Services* that are not included in stated *Design Services* in the *Contract*,
 - (b) the additional *Design Services* are required for reasons beyond the control of the Contractor, and

- (c) any fee adjustment for *Design Services* resulting from an adjustment in the Construction Cost Estimate arising from the additional *Services* is not commensurate with the additional *Services* performed.

6. Disbursements

1. The following costs shall be included in the bid Price required to deliver the Work and shall not be reimbursed separately;
 - (a) Standard office expenses such as any photocopying, computer costs, Internet, long distance telephone and fax, including that between the Contractor's main office and branch offices or between the Contractor's offices and other team members offices;
 - (b) Travel time;
 - (c) Travel expenses; and
 - (d) Local project office.
 - (e) Deliverables identified in Design-Build Services and Specifications.

SC02 PROFESSIONAL LIABILITY INSURANCE REQUIREMENTS:

1. The Contractor shall ensure that appropriate Professional Liability insurance coverage is in place to cover the Designers and other consultants engaged for the services required in the performance of the Work. If required, the Contractor shall furnish evidence satisfactory to Canada of such insurance coverage and any renewals thereof.
2. The Professional Liability insurance coverage shall be in an amount usual for the nature and scope of the services but, shall have a limit of liability of not less than \$1,000,000 per claim, and be continually maintained from the commencement of performance of the services until five (5) years after their completion.

SC03 Workplace Safety and Health

2.) SUPPLEMENTARY CONDITIONS (SC):

Workplace Safety and Health

1. EMPLOYER/PRIME CONTRACTOR

- 1.1 The Contractor shall, for the purposes of the Occupational Health and Safety Act, Alberta, and for the duration of the Work:
 - 1.1.1 act as the Employer, where there is only one employer on the work site, in accordance with the Authority Having Jurisdiction;
 - 1.1.2 accept the role of Prime Contractor, where there are two or more employers involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and
 - 1.1.3 agree, in the event of two or more Contractors working at the same time and space at the work site, without limiting the General Conditions, to Canada's order * to:

1.1.3.1 accept, as the Prime Contractor, the responsibility for Canada's other Contractor(s);
or

1.1.3.2 accept that Canada's other Contractor is Prime Contractor and conform to that Contractor's Site Specific Health and Safety Plan.

* "order" definition: after contract award, Contractor is ordered by a Change Order

2. SUBMITTALS

2.1 The Contractor shall provide to Canada:

2.1.1 prior to the pre-construction meeting, a transmittal and copy of a completed Notice of Project form PWGSC - TPSGC 458 (form will be provided to the proposed contractor prior to award), as sent to the Authority Having Jurisdiction (AHJ); and

2.1.2 prior to commencement of work and without limiting the terms of the General Conditions:

2.1.2.1 copies of all other necessary permits, notifications and related documents as called for in the scope of work/specifications and/or by the AHJ; and

2.1.2.2 a site specific Health and Safety Plan as requested.

NOTE: Please do not include any forms that include personal 3rd party information such as the names of the contractor's employees and their related claims information.

3. LABOUR AUTHORITY CONTACT:

The contact below represents the Labour Authority in the jurisdiction (AHJ). They are not representatives of the Workers Compensation.

Do not contact the people referenced below for issues pertaining to WCB or WCB Clearances.

Those queries must be directed specifically to the WCB, and where the WCB has both a Labour and Compensation component, WCB issues must be directed to the Compensation/Employer Services sections.

ALBERTA South

Alberta Human Resources and Employment
Workplace Health and Safety
600 – 727, 7th Avenue S.W.
Calgary, Alberta, T2P 0Z5

Telephone: 1(866) 415-8690

Facsimile: (403) 297-7893

ALBERTA North

Alberta Human Resources and Employment
Workplace Health and Safety
10th Floor, 7th Street Plaza
10030-107 Street
Edmonton, Alberta, T5J 3E4

Telephone: 1(866) 415-8690

Facsimile: (780) 427-0999

Solicitation No. - N° de l'invitation

21120-133852/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwu009

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

21120-133852

File No. - N° du dossier

PWU-3-36101

CCC No./N° CCC - FMS No/ N° VME

SC04 SECURITY ACCESS REQUIRED:

1. NIL security screening required, no access to sensitive information or assets. Contractor personnel will be escorted in specific areas of the institution as / where required, by authorized Correctional Services Canada personnel.
2. Contractor personnel shall submit to a local verifications of identity/information, by Correctional Services Canada, prior to admittance to the institution. Correctional Services Canada reserves the right to deny access to the institution, of any Contractor personnel, at any time.

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ANNEX C: TERMS OF REFERENCE

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PWU-3-36101

CCC No./N° CCC - FMS No/ N° VME

ANNEX D Team Identification Form

1.5 Team Identification

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

Bidder (Design Builder):

Name:

Key Individuals and provincial/territorial professional licensing status:

Key Subcontractors / Sub-consultants / Specialists:

Name:

Key Individuals and provincial/territorial professional licensing status:

Key Subcontractors / Sub-consultants / Specialists:

Solicitation No. - N° de l'invitation

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CCC No./N° CCC - FMS No/ N° VME

Name:

Key Individuals and provincial/territorial professional licensing status:

Key Subcontractors / Sub-consultants / Specialists:

Name:

Key Individuals and provincial/territorial professional licensing status:

Key Subcontractors / Sub-consultants / Specialists:

Name:

Key Individuals and provincial/territorial professional licensing status:

Key Subcontractors / Sub-consultants / Specialists:

Name:

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PWU-3-36101

CCC No./N° CCC - FMS No/ N° VME

Key Individuals and provincial/territorial professional licensing status:

Key Subcontractors / Sub-consultants / Specialists:

Name:

Key Individuals and provincial/territorial professional licensing status:

Solicitation No. - N° de l'invitation

21120-133852/A

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PWU-3-36101

CCC No./N° CCC - FMS No/ N° VME

ANNEX E - DECLARATION FORM

This Request for Proposal (RFP) Declaration Form must form part of any bid. **Failure to include such representation and warranty with the bid by executing the signature block below will render the bid as non-responsive.**

NAME OF BIDDER:	
Street Address:	Mailing Address (if different than street address)
City:	City:
Prov./Terr./State:	Prov./Terr./State:
Postal/ZIP Code:	Postal/ZIP Code:
Telephone Number: ()	
Fax Number: ()	
E-mail:	
Procurement Business Number:	

TYPE OF ORGANIZATION

Sole Proprietorship []

Partnership []

Corporation []

Joint Venture []

DECLARATION:	
I, the undersigned, being authorized to sign on behalf of the Bidder, hereby certify that the information given on this form and in the attached Bid is accurate to the best of my knowledge.	
Name (print):	
Capacity:	
Signature:	Date:
Telephone Number: ()	
Fax Number: ()	

PWGSC contact will be with the above named person.

CSC FACILITIES BRANCH

TERMS OF REFERENCE



BOWDEN INSTITUTION PRODUCTION KITCHEN

BOWDEN, ALBERTA

JUN – 2013 REV 02

CSC Project Number: 537-4301



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1. PROJECT DESCRIPTION

1.1. TERMS OF REFERENCE

1.1.1. PURPOSE

These Terms of Reference (TOR) have been developed to provide the Design Builder (DB) Proponents with information regarding the project scope, procedures and services required to deliver the completed project.

1.1.2. DOCUMENT

- a) This TOR document must be read, used and applied in conjunction with the terms and conditions of the contract as described in the Request for Proposal (RFP) document.
- b) The TOR describes the project-specific requirements, performance requirements, services and deliverables.
- c) The "User Specifications" document (Appendix 'A') is part of this TOR and describes the mandatory end user requirements. These requirements must be incorporated in the design.
- d) In case of a conflict with respect to project scope and specifications, the TOR will take precedence over all other documents.

1.2. GENERAL INFORMATION

1.2.1. PROJECT INFORMATION

Project Title: Bowden Institution, Production Kitchen
Project Address: Bowden Institution, Bowden, Alberta.
CSC Project No.: 537-4301
User Department: Correctional Services Canada (CSC)
Contracting Officer: Kelly Helm, PWGSC (RPC)

1.3. BACKGROUND INFORMATION

1.3.1. SCOPE OUTLINE

The Correctional Service Canada is undertaking a new capital construction project at the Bowden Institution called the Production Kitchen. The Design Builder (DB) will be provided with the project brief, concept layouts, institutional site plans, kitchen equipment specifications and existing site service drawings. The Design Builder will be required to design, build, and commission the kitchen building and services in accordance with the requirements of the RFP.

The broad scope of work is listed below:

- a) *Construction of an approximately 8,700 sq.ft. of functional production kitchen building with full concrete floor and 2,700 sq.ft. of 9' high basement.*
- b) *Construction of an approximately 2,000 sq.ft. of a covered and raised concrete pad to serve as a loading/unloading dock and carry the Chiller unit, receiving freezer unit and receiving cooler unit.*
- c) *All deep and shallow services including electrical transformer.*
- d) *Approximately 7,500 sq.ft. of paved area consisting roads and pads to connect the building to the Institution paved roads and service the loading dock.*
- e) *Eight (6) x 25' high light standards to illuminate the access and loading*



- dock areas.*
- f) Installation and integration of all security, communications and broadcast systems.*
 - g) Building Fire Alarm and fire suppressant systems*
 - h) Four kitchen equipment specific hood extraction systems.*
 - i) Kitchen HVAC system.*
 - j) All kitchen Coolers (Qty: 6), Chiller (Qty: 1) and Freezers (Qty: 2)*
 - k) Provide all service connections for a future green house building on the North end of the kitchen building.*
 - l) Installation of all CSC supplied kitchen equipment (see Appendix 'G' for list of equipment requiring installation)*
 - m) Contractor to supply and install the Kitchen Equipment as listed in Appendix 'H'.*

1.3.2. EXISTING CONDITIONS

The Bowden Institution is located just outside the city limits of Bowden, Alberta. It is medium security institution. The building site is more or less level ground with a seasonal pond in one corner. There are no permanent structures on the site.

1.3.3. CONSTRAINTS AND CHALLENGES

- a) The successful Design-Build (DB) is required to obtain security clearances for all the Design Builder's personnel including staff, consultants, sub-consultants and sub-contractors who will visit the project site for any reason. Failure to comply with this requirement will result in termination of the contract for this project.
- b) All site visits must be arranged through the Departmental Representative or designated site personnel.
- c) Proponents will be required to become familiar with the project site and obtain local information as required.
- d) The construction work will be performed Monday to Friday, during day time working hours of the Institution.
- e) Unforeseen access restrictions may arise due to security activities. Direction regarding such changes will come from the Departmental Representative.
- f) The HRSDC Fire Commissioner or CSC Fire Safety Officer approval is required for the design and the completed project. The DB will submit the design documents to HRSDC or CSC Fire Safety Officer for life safety review and code compliance.

1.4. PROJECT DELIVERY APPROACH

1. This project will use a Design-Build approach.
2. The Design Builder (DB) will be retained by PWGSC Real Property Contracting (RPC). The DB will be responsible to the CSC Departmental Representative ("Technical Authority") with regards to contract implementation and technical issues. RPC is the "Contracting Authority", and as such, supports the Departmental Representative by performing contracting functions, including: managing the solicitation process, awarding the contract, issuing contract change orders, monitoring contractual compliance, and providing contractual advice on financial, legal and insurance issues, as well as, dispute resolution.
3. All Design and Construction Services required to complete the Project



- will be engaged directly by the DB who will direct and coordinate the work.
4. The DB will obtain and pay for all construction permits.
 5. The DB will submit all required documents to Authorities Having Jurisdiction (AHJ).
 6. The DB is responsible for effective communication between all the consultants and with the stakeholders.

1.5. SUMMARY OF SERVICES

1.5.1. CONTEXT

1. The DB will be required to undertake **design, construction and commissioning** for the project.
2. The new production kitchen will be connected to the site infrastructure. This includes: Fire alarm, Water, Sanitary Sewer, Storm, Electrical Power, Emergency Power, Data, Security systems and Telephones.
3. The DB is responsible for any infrastructure upgrade and new components that will be required to connect the new Production Kitchen building to the existing site infrastructure.
4. Design will include all the requirements of this TOR and "User Specifications".

1.5.2. DESIGN SERVICES

1. The DB is responsible for Design Services and Construction Documents. DB will provide and manage the Architectural and Engineering services necessary to complete the project, while complying with the requirements in the RFP and all applicable codes, standards and regulations.
2. All professional services will be provided by professionals licensed to practice in the Province of Alberta.

1.5.3. CONSTRUCTION SERVICES

3. The DB manages and delivers the complete construction associated with the scope for the project in accordance with the terms outlined in the Contract and the TOR documents, while complying with all the standards referred to in this document.
4. Health and Safety is the responsibility of the DB.
5. Construction site coordination and construction management is the responsibility of the DB.
6. As part of the Division 01 Work, the DB will provide a separate site office for Commissionaires providing security services for the construction site. The commissionaires will monitor the site security procedures, on behalf of CSC and will be retained by CSC. The office space must be lighted, heated and furnished for office use. A temporary telephone line installation will be required.

1.6. OBJECTIVES

1.6.1. GENERAL GOALS

1. Deliver the project in a planned and systematic manner, on-time and meeting or exceeding all specifications.
2. All construction work is required to be completed to the satisfaction of CSC Departmental Representative.
3. The DB will comply with all sustainable development requirements (waste management and environmental compliance).
4. The DB is expected to recommend design features that will enhance the efficiency to the building and its systems and minimize maintenance.



1.6.2. BUILDING PERFORMANCE

1. New buildings are expected to provide:
 1. Long-term efficient and cost effective performance that will serve CSC for an expected life time of a minimum of thirty five (35) years before significant building renovation.

1.6.3. QUALITY ASSURANCE

1. The DB will conduct rigorous quality assurance reviews/inspections during the design and construction phases.
2. The DB through his consultants will inspect all components of the construction. Inspections will include checks for compliance with specifications, drawings, manufacturer's instructions, application tools and techniques of work.
3. DB will provide a Quality Assurance plan to the DR within **30** days of contract award and will include a schedule of inspections by consulting engineers.
4. The Departmental Representative may employ CSC experts and private sector consultants to review the Design and Construction work of the DB. This is a Quality assurance approach by CSC and does not relieve the DB of the responsibility for quality management.
5. The DB will provide a one year general construction warranty on all work. Additional warranties identified in this TOR are to be provided as specified.
6. The DB is responsible for construction quality. The DB will be responsible for ensuring that both the design and construction teams adhere to:
 1. Best industry practices and standards regarding all work in Design, Construction and Commissioning phases.
 2. Professional conduct through all phases of the project.
 3. The DB Team will work cooperatively with CSC to ensure effective scope management, risk management, quality management and schedule management.

1.7. SCHEDULE

1.7.1. GENERAL

1. The milestone timeline below identifies the schedule required by CSC.
2. DB must prepare a detailed Project Schedule within 15 days of Contract award, and the schedule is required to be updated monthly.

1.7.2. ANTICIPATED MILESTONE DATES

The table below gives the anticipated milestone dates.

PROJECT PHASE	ANTICIPATED MILESTONE DATES
Design Build Contract Award	30 Jul 2013 ("Award" Date)
Building Design and Services Development Report	Award + 4 Weeks



33% Design Submission	Award + 8 weeks
Final Design Submission	Award + 15 weeks
Start Construction	Award + 16 weeks
Substantial Completion	Award + 52 weeks
Commissioning	Award + 56 weeks
Project Completion	Award + 60 weeks
First Warranty Evaluation	Completion + 12 weeks
Final Warranty Evaluation	Completion + 38 weeks

1.8. COST MANAGEMENT

1. This is a fixed price lump-sum contract.
2. The DB will provide a Schedule of Values to the DR within 15 days of contract award. Project costs are to be monitored and updated monthly with respect to design deliverable milestones.
3. Costs are to be identified according to Federal Fiscal Year (FY) format (April 01 to March 31 of the following year) and submitted to the Departmental Representative for review and acceptance.
4. The Departmental Representative (DR) is responsible for the overall project budget. The DR will approve change notices and approve Progress Payments.

1.9. EXISTING DOCUMENTATION

1.9.1. AVAILABLE FOR THE DB

1. Project Brief for the project.
2. Existing Site drawings identifying site services, proposed building location, parking, and road access. The drawings are for information purposes only. The DB is required to conduct his own investigation on location, condition and available capacity of existing services.
3. The Geotechnical Report (Appendix 'E') is from a location 300 meters west of the project site and is provided for information purposes only.

1.10. CODES, ACTS, STANDARDS, REGULATIONS

1. All work will be compliant, with the most current version, of applicable federal, provincial, territorial, municipal or regional laws, acts, regulations and codes. All work to meet approval of Authorities Having Jurisdiction: Municipal, Provincial and Federal. In the case of conflict, the most stringent of requirements will apply. The Departmental representative is to be notified of all such conflicts.
2. Without limiting the Design Builder's responsibility, compliance with the latest versions of the following is required:



- a. National Building Code of Canada 2010
- b. National Fire Code of Canada 2010
- c. National Plumbing Code of Canada,
- d. The Canada Labour Code,
- e. Canada Occupational Health and Safety Regulations.
- f. Canadian Drinking Water Standards.
- g. American Society of Heating Refrigerating and Air Conditioning Engineers, (ASHRAE) Standards and Handbooks
- h. CSA S478-95 (2007) Guideline on Durability in Buildings
- i. CSA/ULC approval is required for all electrical and mechanical equipment.
- j. Canadian Electrical Code
- k. Federal Fire Protection Standards:
http://www.hrsdc.gc.ca/eng/labour/fire_protection/policies_standards/index.shtm
- l. National Fire Protection Association (NFPA) standards.
- m. CSC Technical Criteria for Correctional Institutions.

2. PROJECT ADMINISTRATION

2.1. GENERAL REQUIREMENTS

2.1.1. PROJECT SITE OFFICE

1. The DB's Site Office during construction will be located at the Construction Site. It is the responsibility of the DB to provide a furnished and heated office trailer that has sufficient space for the construction office and a meeting room.
2. The DB is also responsible for providing a minimum 10' x 10' heated office for the Commissionaire. This office can be part of the DB site office trailer; however it requires an independent entry.
3. All Design review meetings will be held at either the CSC offices at the Bowden Institution Annex or the site office. The DB is responsible for hosting all review meetings.

2.1.2. SECURITY CLEARANCE AND SECURITY INFORMATION

1. See Part 5: Security Requirements
2. The DB will:
 1. Ensure CPIC Security Clearance forms are submitted a minimum of 15 days prior to the scheduled arrival of personnel on site.
 2. Submit a security and backup procedures plan for all documentation related to this project, for review and acceptance by the Departmental Representative. The DB is expected to reasonably protect all project documents and information.
 3. The DB will maintain a log of all personnel on the DB's project team and securely maintain a copy of the approved security clearances.

2.2. ROLES AND RESPONSIBILITIES

2.2.1. DESIGN BUILDER

1. The DB will:
 1. Assign qualified staff and engage the services of consultants licensed to practice in the Province of Alberta.



2. The DB will retain established sub-contractors for this project and obtain confirmation of financial solvency prior to retaining them.
3. Manage the design, construction, and commissioning services
4. Ensure continuity of key personnel and maintain a dedicated working team for the life of this project. As a minimum, the key Personnel which CSC has identified for the project will be: DB's Project Manager, Prime Consultant (Architect), Consultants (Civil, Structural, Mechanical, Fire and Electrical), and DB's Site Superintendent.
5. Submit in writing, to the Departmental Representative for review and acceptance:
 1. The respective names, addresses and confirmation of qualifications and professional registration of all individuals and/or firms engaged to provide Services for this Project, not previously identified in the DB's technical submission.
 2. Any changes to the DB Team, persons or firms, must be approved by the Departmental Representative. A submission is required to demonstrate qualifications and experience of the proposed individual(s) or firm(s) that will replace the individual(s) or firms(s) that formed part of the original bid submission. Reason for the change has to be provided. The Departmental Representative can reject the request for substitution if the substitution individual(s) or firm(s) experience and qualifications affect the project risk.

2.2.2. THE DB TEAM

1. The DB team will:
 1. Have an in-depth understanding of the project requirements, including scope, schedule, constraints and project risks.
 2. Work in a collaborative manner with the CSC Departmental Representative and all CSC personnel assigned to the project.
 3. Will ensure all reporting is timely, accurate and complete.

2.2.3. CSC TECHNICAL AUTHORITY

1. The CSC Departmental Representative (DR) is the Technical Authority for CSC.
2. The Departmental Representative may delegate some technical matters to other CSC resources.
3. CSC Professional & Technical Resources Team includes:
 1. CSC Design Coordinator.
 2. CSC Security Systems Specialist.
 3. Construction Liaison Officer for the Institution.
 4. CSC Commissioning Officer.
 5. CSC Environmental Officer.

2.2.4. DEPARTMENTAL REPRESENTATIVE (DR)

1. Represents Correctional Service Canada.
2. Manages the DB contract, and is the CSC liaison with PWGSC Real Property Contracting.
3. Provides authorizations to the DB to prepare and submit Contemplated Change Notices (CCNs) for potential Change Orders.
4. Reports to CSC senior management on progress, schedule, security,



- OHS, budgets and project related issues.
5. Is the primary CSC contact for all matters during design and construction phases providing required input or decisions from CSC.
 6. Leads the CSC team for design, construction, commissioning, documentation, warranty and project reviews.

2.3. COMMUNICATIONS AND MEETINGS

2.3.1. COMMUNICATION

1. The DB will conduct all project communications regarding technical matters through the Departmental Representative, or appointed resource. If any communication with the CSC team results in the need for any change to the Project's scope of work, quality, cost or schedule, the DB will inform the Departmental Representative, and obtain direction before taking action. PWGSC contracting authority is required to approve all changes to the contract.
2. Correspondence:
 1. All correspondence from the DB will be distributed by the Departmental Representative.
 2. There will be no correspondence between the DB and the Institutional staff unless directed by the Departmental Representative.
 3. All correspondence must carry the Contract number, CSC Project title, Project number, and a date (i.e. Month/Day/Year).
3. The DB will:
 1. Develop a communication and correspondence protocol and submit it to the Departmental Representative for review and acceptance prior to implementation.
 2. Account for all Stakeholders in this protocol, keeping a current record of names, roles and contact information (office address, telephone, cellular and email).
 3. Direct all communication and correspondence between members of the CSC Project Team and DB on routine matters as may be required to enable the project to proceed in a timely and efficient manner. However, no communication will alter the terms of the project scope, budget or schedules unless directed in writing by the Departmental Representative.

2.3.2. MEETINGS

1. The first working meeting will be a project start-up meeting, and will be chaired by the Departmental Representative. The meeting will be held at the project site and all members of the DB's team are required to attend.
2. For subsequent working meetings, the DB will chair the meeting, record minutes, distribute minutes, and provide an agenda at least 3 working days prior to the meeting. The intent of working meetings is to review progress and address project issues.
3. DB will arrange bi-weekly meetings or at a frequency acceptable to the Departmental Representative. The Departmental Representative can request special meetings at short notice to review critical issues related to design, schedule or quality.
4. DB will:
 1. Arrange and coordinate all construction meetings on site.
 2. Regular meetings to be held bi-weekly, or scheduled at a frequency



- acceptable to the Departmental Representative through the duration of the project,
3. Commissioning meetings will be separate from the regular working meetings.
 4. Prepare and distribute minutes within 3 working days of the meeting.
 5. Establish a list of standing agenda items, including (as a minimum) the following:
 1. Updated project schedule
 2. Progress report including progress details, trade activity, submissions, contemplated change notices, shop drawings, long lead items.
 3. Activities undertaken with Authorities Having Jurisdiction.
 4. Confirmation of WCB and safety regulations compliance.
 5. Project risks and quality issues requiring discussion and resolution.
 6. Incident reporting (Safety, Environmental, Damage, Security)
 7. Environmental Compliance

2.3.3. SUBMISSIONS

1. Design submissions at 33%, 66% and 99% completion will be submitted to CSC as follows:
 1. One full size printed and bound set to the DR
 2. One half-size printed and bound set to the Design Coordinator in Ottawa.
 3. One electronic copy sent to the DR in Pdf.
 4. One electronic copy sent to the Design Coordinator in Pdf.
2. 66% design submission must also include a complete set of project specifications.
3. The electronic copies for 99% drawings are required to be submitted both in ACAD and Pdf.
4. The DB is required to provide a Commissioning plan and forms along with the 99% design submission.
5. As-built record drawings in print and ACAD within 4 weeks of project completion.
6. All other project communication will be submitted:
 1. As electronic deliverables using Microsoft applications or software compatible with CSC version.
 2. Alternatively, the DB may submit work in Adobe Acrobat *.pdf

2.3.4. PROJECT RESPONSE TIME

1. It is a requirement of this project that the key personnel of the DB are available to attend meetings and promptly respond to inquiries.
2. During the life of the project, the DB's Key Personnel will be:
 1. Available to attend meetings and respond to inquiries within 24 hours.
 2. In situations where there is an urgent need to address operational, security or quality issues, an urgent meeting may be called by the DR requiring the DB and his consultant to attend the meeting at the project site in less than 24 hours.

2.4. DELIVERABLES

2.4.1. ACCEPTANCE OF PROJECT DELIVERABLES

1. The contract requires the Design Builder (DB) to meet all project



requirements. The Departmental Representative will review all the work throughout the life of the project.

2. The Departmental Representative will direct resources, internal to CSC or from the private sector, to review design and construction work. CSC reserves the right to reject any undesirable or unsatisfactory work.
3. If the Departmental Representative has reason to believe that the work done by the DB is not in conformance with the generally accepted quality standards or is not in conformance with the approved construction drawings, the Departmental representative can give notice to the DB and obtain a third party opinion. In the event the work has been covered, the DB can order the work to be exposed. On inspection, if the work is found to be in conformance, the Departmental Representative will cover the cost incurred by the DB. If the work is deemed to be not in conformance, then the DB is responsible to fix it and bear the cost associated with the inspection and rework.
4. The DB must obtain Departmental Representative acceptance of Project Deliverables.
 1. Acceptance is based on a general review of the submission material. Reviews do not relieve the DB team professionals of their responsibility.
 2. Acceptance does not relieve the DB's responsibility for compliance with the Contract and the requirements of the TOR.
 3. Acceptance does not prohibit future rejection of work, which is determined to be unsatisfactory.

2.4.2. PROJECT MONITORING AND REPORTING

1. The DB will:
 1. Provide a system for documentation and project monitoring and reporting through each stage of project delivery, for review and acceptance by the Departmental Representative.
 2. Prepare and submit, at the start of the project, a sample report form for review and approval by the Departmental Representative.
 1. Resubmit with changes, as may be required for approval and acceptance.
 2. The DB Monthly Report will be due on the same day each month.
 3. The DB Monthly Report will be used for all subsequent project stages.
 3. The purpose of the monthly report is to:
 1. Communicate the progress to all the stakeholders.
 2. List issues affecting project schedule
 3. List potential changes to the scope.
 4. Updated project schedule and submission dates
 5. Review project related risks
 6. OHS and Environmental compliance.

2.5. PROJECT REVIEW AND APPROVAL

1. The federal authorities having jurisdiction over this project are:
 1. HRSDC for fire prevention engineering services and life safety.
 2. CSC for functional design, and security systems;
 3. CSC for internal environmental policy compliance.
 4. Environment Canada for environmental regulations;
2. HRSDC Review
 1. The purpose of this review is fire protection, health and safety.



2. For each review, provide one paper copy and one electronic copy.
 3. Submissions must be made at 66% and 99% design stages.
 4. On achieving substantial completion, the DB will invite the HRSDC Fire Commissioner to inspect the project for life safety compliance.
3. CSC Review
1. CSC project team will review the project for operational, functional, security, integration, maintenance, standards and quality conformance. Submissions for design review are required at 33%, 66% and 99% design completion.
 2. Submission documents will include reports, drawings and specifications.
 3. Commissioning phase submissions will be reviewed at commissioning.
 4. For each design review, provide the documents as per 2.3.3.1 of this TOR, plus any support documents requested by the CSC team. The review time can range between 7 and 10 working days.

3. REQUIRED SERVICES

3.1. CIVIL REQUIREMENTS

1. The DB will design and build all the civil services (water, sewer, storm etc.).
2. DB is to establish the location and extent of all required utilities and services and connections to the Building. Underground services are required to be efficiently organized on the site, taking into account existing services.
3. All civil systems will be built as designed by the professional engineer who stamps the civil design and specifications
4. Site work includes site stripping, rough grading and finish grading to accommodate the new Building, and associated landscaped / paved areas. All finish grades are to manage surface water through surface design features and compliment required storm system.
5. Final grades will be designed to include once in 20 years excessive rainfall conditions and site topography.
6. Provide and implement a Sedimentation and Erosion Control Plan for work on site. The plan is to be monitored by the design engineer for compliance during construction.
7. Any damage done to existing property conditions is to be repaired at DB's expense and to the Departmental Representatives' satisfaction.
8. In the case of soils settlement, the DB is responsible for restoring the final grade for the period of one year.
9. Furnish stamped certificate of acceptance from the civil design engineer on Substantial and Final Completion of work to the Departmental Representative.

3.2. STRUCTURAL REQUIREMENTS

1. The DB will ensure that the structural design is based on actual geotechnical testing done on the project site.
2. This project site is adjacent to the sewage treatment lagoons and old animal farm. All below grade concrete is required to be Type-50 (Sulphide Resistant).
3. All structural systems will be built as designed by the professional engineer who will stamp the structural design, drawings and specifications.
4. Furnish inspection reports from structural design engineer on completion of



foundations, floor slab, structural steel, masonry and substantial completion. Furnish stamped certificate of acceptance from the structural design engineer at substantial completion and final completion of work to the Departmental Representative.

3.3. ARCHITECTURAL REQUIREMENTS

1. The architect is required to incorporate the end user requirements into the building design.
2. All architectural systems will be built as designed by the professional architect who stamps the architectural design, drawings and specifications
3. All colors to be selected by the Departmental Representative, or the CSC Design Coordinator from manufacturers full color range. DB will provide 3 color boards to assist with interior and exterior color selection.
4. Application of materials and installation of equipment will, unless specified otherwise, be installed to manufacturer's written instructions.
5. All woodwork will conform to Architectural Woodwork Manufacturer's Association of Canada (AWMAC).
6. Manufacturers' nameplates and CSA labels to be visible and legible after equipment is installed.
7. Furnish certificate of acceptance from the licensed design architect on Substantial and Final Completion of work to the Departmental Representative.

3.4. MECHANICAL REQUIREMENTS

1. Mechanical work includes but is not limited to plumbing, heating, cooling, ventilation, hood extraction systems, and fire suppression systems.
2. All mechanical systems will be built as designed by the professional engineer who stamps the mechanical design drawings and specifications.
3. All mechanical work to conform to the current ASHRAE standards and any applicable regulations for commercial kitchens.
4. Design must specify identification on all piping, valves, equipment and controls, using labels and tags showing the flow direction and content.
5. Manufacturers' nameplates and CSA labels to be visible and legible after equipment is installed.
6. Furnish certificate of acceptance from the mechanical design engineer on Substantial and Final Completion of work to the Departmental Representative.

3.5. ELECTRICAL REQUIREMENTS

1. All electrical systems will be built as designed by the professional engineer who stamps the electrical design, drawings and specifications.
2. The Electrical design will include security, data and communication systems. The Electrical and other systems will have to be designed after investigating the existing site infrastructure. The security, data and communication systems will be integrated with the existing Institution systems.
3. The DB's Electrical engineer will design and certify the electrical system and all connections.
4. Complete the work in accordance with the Canadian Electrical Code, CSA C22.10 (latest edition).



5. Comply with CSA Certification and Electrical standards.
6. Manufacturers' nameplates and CSA labels to be visible and legible after equipment is installed.
7. Identify wiring with permanent indelible identification markings, either numbered or colored plastic sleeves on both ends of phase conductors of feeder branch circuit wiring and control wiring.
8. The DB is responsible for carrying out the following tests prior to Commissioning:
 1. Distribution system including phasing, voltage, grounding and load balancing.
 2. Verification of Peak Loads and transformer loads.
 3. Exterior lighting and its control.
 4. Security systems functional testing.
 5. PA Systems functional testing.
 6. Data connectivity (fiber optic)
 7. Fire alarm testing and verification.
 8. Integration testing to ensure compatibility and synchronization with existing systems (Electrical, Door Alarm, PA, Fire Alarm).
9. The tests have to be verified by the Professional Electrical Engineer and the PI/PV and PVT sheets are required to be stamped for record and warranty.
10. The new transformer for the Production Kitchen Building is the responsibility of the Design Builder and is part of the scope of this project.
11. Only copper conductors are permitted for all electrical wiring.
12. Furnish certificate of acceptance from the electrical design engineer on Substantial and Final Completion of work to the Departmental Representative.

3.6. REQUIRED DESIGN SERVICES

1. Site Services and Utilities Design.
2. Site Landscape Design.
3. Building Design (Architectural and Engineering).
4. Construction Document Services.
5. Construction Administration
6. Project Commissioning
7. Record Documents Production (As-Built Drawings)
8. Operation and Maintenance Manual review.
9. Certificates of Substantial Completion and Final Completion
10. Warranty Inspections
11. Delivery of as-built drawings in print and ACAD.
12. Life Safety approval from AHJ
13. Occupancy Certificate

3.7. DESIGN DEVELOPMENT

3.7.1. DESIGN DEVELOPMENT PHASE

1. Review all project requirements.
2. Analyze all project information.
3. Identify design issues to be addressed. Review all existing project



- documents, site drawings and infrastructure details, including the requirements identified in the TOR and User Specifications.
4. Visit the project site, analyze and confirm site conditions. Document conditions that will impact design or project delivery.
 5. Evaluate environmental impacts regarding the Canadian Environmental Assessment (CEA) Act. .
 6. Identify:
 1. All additional information required to deliver the project.
 2. All Authorities Having Jurisdiction (AHJ) over the project and applicable codes, regulations and standards.

3.7.2. DELIVERABLES

1. Within 4 weeks of contract award, the DB will provide a Design and Services Development Report identifying design issues and technical solutions including: design strategy, proposed systems, materials, and methods. The subjects will be organized by design discipline and will demonstrate compliance with project requirements. The approved Design Development Report will serve as a record for technical decisions at the initial design stage of the project.
2. Design submissions at progressive milestones (refer to 2.3.3)

3.7.3. DESIGN DEVELOPMENT REPORT CONTENT

1. Executive Summary
2. Regulatory Analysis
 - a) As a minimum must include a preliminary summary of regulatory and statutory requirements, authorities having jurisdiction, and codes, regulations, and standards.
3. Site Analysis: as a minimum must include
 - a) Site features and restrictions: landscape, topography, climatic influences, setback requirements, easements, existing buildings, and / or structures.
 - b) Comments on subsurface conditions.
 - c) Existing infrastructure: subsurface and above grade services, including capacities and limitations.
4. Environmental features including sustainable design opportunities
5. Building Analysis, as a minimum:
 - a) Substructure, foundations.
 - b) Shell: structure, building envelope, and exterior finishes.
 - c) Interiors: partitions, fire ratings, and interior finishes.
6. Mechanical Systems: plumbing, heating, ventilation, air conditioning, controls, fire protection.
7. Electrical systems: power, lighting, telecommunications, data, security and building automation.
8. Furniture, fixtures and equipment layout and features.
9. Illustrate the understanding of the project in sufficient detail to obtain authorization to commence the preparation of design documents, including changes to the provided Generic Multi-purpose building drawings and specifications.



10. Sustainable Development Strategies
11. Sustainable Design Approach
 - a) Targets for water and energy use
 - b) Waste reduction.
 - c) Maximizing use of daylight etc.
 - d) Application of the Canadian Environmental Assessment (CEA) Act.

3.8. CONSTRUCTION DOCUMENT PHASE

3.8.1. SERVICES

1. The objective of this phase is to translate design into construction documents, drawings and specifications.
2. The DB will proceed with the construction document phase only after written authorization by the Departmental Representative.
3. The DB will:
 1. Manage and coordinate the work of the design disciplines, including changes.
 2. Ensure the construction documents are of appropriate quality to describe the design intent of each design discipline, and the project delivery as a whole. The construction documents are to be coordinated between all design disciplines.
 3. Provide submission comments to the Departmental Representative, at the design submission milestones regarding: submission completeness, unique materials, long lead components and integration.
 4. Provide written responses to submission review feedback and CSC inquiries within 5 days of the review/ meetings. CSC accepted changes are to be incorporated into the revised construction documents
 5. Submit construction documents to Authorities Having Jurisdiction at the appropriate milestones to obtain required approvals.

3.8.2. COST MANAGEMENT

The DB will:

1. Maintain the schedule of values throughout the duration of the project.
2. Notify the Departmental Representative regarding changes to the schedule of values, even though it is fixed price contract.
3. Payments will be based on the approved schedule of values.
4. Departmental Representative can request detailed breakdown of the Schedule of Values to verify the % completion for any pay application.

3.8.3. SCHEDULE MANAGEMENT

The DB will:

1. Develop, implement and maintain a Schedule throughout the life of the project, including:
 - a) Critical path, key milestones and lead times for shop drawings, reviews/approvals, shop fabrication, and delivery.
 - b) Start and completion dates for all design and construction activities, linked by interdependence to prerequisite activities.
 - c) Tracking changes to the schedule.
2. Prepare and maintain the schedule using industry standard software.



3. Adhere to the accepted schedule and if changes to the schedule become necessary, indicate the impact and the reasons for such changes. Submit proposed amendments to the Departmental Representative for review and acceptance.
4. Provide regular updates to the project schedule and submit a monthly report on progress and impact of changes to the schedule. .

3.9. CONSTRUCTION AND CONTRACT ADMINISTRATION PHASE

3.9.1. SERVICES

The DB will:

1. Monitor quality of work, construction sequence, changes to the scope of work, and provide design direction to the subcontractors.
 2. Manage the design services during the construction and contract administration stage to:
 - a) Review of the work on site at appropriate intervals to measure conformity to the construction documents and design intent.
 - b) Keep the Departmental Representative informed of the progress of the work. Report incomplete and unacceptable work observed during the course of site review.
 - c) Provide copies of site inspection reports for all disciplines to the Departmental Representative within 2 days of review.
 3. Substitutions or deviation from the approved design and specifications are not permitted. Changes may be requested with justification.
 4. Keep accurate “red-line” record drawings on site, which record all “as-built” information. The “red-line” drawings will be the basis for Record Drawings when the construction is 100% complete.
1. Deliverables:
1. Throughout the construction and contract administration stage, the DB will ensure that the DB Design Team (Architect and Engineers) provide:
 1. Electronic copies of all updates to the drawings and specifications with addenda information.
 2. Approval for shop drawings from sub-contractors.
 3. Written reports from site visits and inspections. All Site Instructions have to be numbered and dated and a log submitted every month to the DR.
 4. Written reports on the progress of the work at the end of each month.
 5. Additional sketches required to clarify, interpret or supplement the construction documents will be issued as Site Instructions and tracked.
 6. Copies of current correspondence with all Authorities Having Jurisdiction.

3.10. POST CONSTRUCTION AND WARRANTY STAGE

1. The DB will provide record drawings within 4 weeks of project completion.
2. The following warranty inspections will be undertaken by the DB and his respective consultants:
 - a) 12 weeks after Occupancy Certification
 - b) 38 weeks after Occupancy Certification

3.11. GENERAL CONTRACTOR WORK

3.11.1. SERVICES



1. Perform all work and duties as the Construction General Contractor for the project.
2. Ensure that the work is carried out in accordance with the Contract, Division 01 requirements (attached) and the Construction Documents.
3. The DB will be responsible for coordinating, paying for and obtaining all permits.
4. Provide and maintain competent full-time staff at the project site to:
 - a) Coordinate and manage trade work on site.
 - b) Liaise with CSC site, local and statutory authorities with respect to hoarding, traffic restrictions, services and associated diversions and/or connections
 - c) Monitor progress of the Trades.
 - d) Provide quality assurance, schedule management and reporting through the duration of the project. Complete all work in strict adherence to the approved construction documents: drawings and specifications, including all addenda and approved change orders.
 - e) Keep a daily log of activities and personnel on site. This will be available to the Departmental Representative upon request.
 - f) Maintain a current copy of specifications, drawings, samples, shop drawings, maintenance information, operating manuals, consultant site reports, site instructions, procedures, instructions, and other construction related documents including all contemplated change notices and change orders.
5. Schedule and conduct regular site inspections as per the Inspection Schedule provided to the Departmental Representative.
6. Schedule monthly progress meetings to review the construction progress and discuss issues. Design Engineers are required to participate in these meetings.
7. Health and Safety Management related to this project is the responsibility of the DB. Provide a project specific site safety and security plan to the Departmental Representative. Maintain a current copy of this Health and Safety and Security Plan on site. Ensure full compliance with applicable Occupational Health and Safety Regulations in effect in Alberta. The DB will be the "contractor" as defined in the Occupational Health and Safety Act of Alberta. Comply with WHMIS and all applicable regulations with respect to hazardous materials. Install and maintain signage and Implement a safety program on site.
8. Ensure compliance with site safety and security requirements for all authorized visitors to the site.
9. Provide regular reporting to the Departmental Representative on the project schedule.
 1. Identify potential variance between scheduled and probable completion dates.
 2. Review schedule of work not started or incomplete.
 3. Document all changes to the schedule and report to the Departmental Representative.
10. Provide Operation and Maintenance Manuals for all installed equipment.
11. Prior to requesting final completion:
 1. All deficiencies discovered during commissioning should be completed.



2. Provide a Commissioning Report with PI/PV and PVT data.
3. DB's Prime Consultant (Architect) is responsible for providing the occupancy safety certification.
12. Provide Post Construction and warranty stage services.
 1. On completion of 12 weeks after project completion, but before 14 weeks, the DB will coordinate with the Department Representative to arrange an inspection of the project to identify items to be corrected as part of the warranty.
 2. On completion of 38 weeks after substantial completion, the DB will coordinate with the Department Representative to arrange a second inspection of the project to identify items to be corrected as part of the warranty.
 3. Prepare warranty item lists for review and acceptance by the Departmental Representative.
 4. Provide and manage the schedule and trade resources for the correction of all warranty work and submit to the Departmental Representative for review and acceptance. All trades should be scheduled in the same week to minimize interruption to the operations of the Institution.
 5. Arrange for and correct all identified deficiencies in accordance with the schedule and advise on progress and completion. CSC designated personnel will sign for all completed work.

3.12.COMMISSIONING PHASE

3.12.1. SERVICES

1. The DB will provide fully integrated and comprehensive commissioning service for the project.
2. The DB's Commissioning team will include an independent commissioning consultant registered as a professional engineer or architect in the province of Alberta.
3. The DB is required to provide a Commissioning Plan along with the 99% design submission. All PI/PV and PVT templates will be part of this submission.
4. The commissioning process will include detailed testing and performance verification of the building systems. All commissioning reports and performance data forms will be stamped by professional engineers to confirm satisfactory performance parameters and occupant safety.
5. The DB will invite the HRSDC Fire Commissioner to inspect the project and provide approval for the life safety systems.
6. The commissioning process will start after the Departmental Representative is satisfied that the project is reached substantial completion. The DB will work with the DR to determine the commissioning schedule.
7. CSC project team members may be present during the commissioning process. The User Department will play an important role during the commissioning process.
8. CSC will undertake its internal commissioning process during the same time to verify the operational performance of all the project components.
9. Some commissioning deliverables will occur at various phases of the project and include:
 1. Deep Services Performance Verification



2. Water pressure testing for the design of fire sprinkler system.
3. Electrical Design Loads and Transformer sizing and approval.
4. Approval of shop drawings of building components that will be covered e.g. trusses and joists.
5. New Sprinkler system pressure hold test.
6. All locks and hardware approval.
7. Concrete curing and testing reports.
10. DB will provide 3 copies of the Building Systems Operating Manual and train the Institutional O&M personnel in the operation and maintenance of the building systems.
11. The DB will provide Warranty Documentation on all building systems and include a spare parts inventory list with vendor contacts. Spare parts are required on the following systems:
 1. Sprinkler systems heads (Qty: 12)
 2. AMU/ HVAC System Air Filters (Qty: 6)
 3. Hood extraction system wire mesh filter screens (1 per system)
 4. Washroom Faucet Assembly (Qty:1)
 5. Hand Washing station faucet (Qty:1)
 6. Spare Washroom Tiles (3 dozen each type)
 7. Kitchen light fixtures (10 spare assemblies)

3.12.2. OCCUPANCY PERMIT

1. The DB's Prime Consultant (Architect) will submit the commissioning deficiency completion report confirming the rectification of all commissioning deficiencies to the Departmental Representative.
2. The DB will provide a list of seasonal deficiencies with a completion schedule to the Departmental Representative.
3. The DB's prime consultant will submit the original copy of the Life Safety Approval from HRSDC to the Departmental Representative.
4. Upon review and acceptance of the above documents, the Departmental Representative will request the DB's Prime Consultant for a stamped copy of the Occupancy Certificate.
5. On acceptance of the Occupancy Certificate, the Departmental Representative will issue the project completion certificate to the DB.

3.13. PROJECT CLOSEOUT PHASE

3.13.1. SERVICES

Before handing over the project to Departmental Representative, the DB will:

1. Revise Record Documents to reflect all changes, revisions and adjustments after the completion of commissioning.
2. Delivery of as-built drawings in print and ACAD. Refer to Section 2.3.3
3. Provide and update schedule for completion of seasonal deficiencies.
4. Provide an occupant's comment system to track problems that may occur after occupancy.
5. Define system checks to be carried out by the Site O&M staff before expiration of warranties.
6. Provide a schedule for the 12 week and 38 week warranty inspections.
7. The 12 month warranty period will start from the date the occupancy certificate is issued.



8. During the warranty period, all warranty claims against suppliers, distributors or sub-contractors will be the responsibility of the DB.

4. DIVISION 01 (General Requirements)

1	Description of Work	See Section 1.3.1 of this TOR for Scope.
2	Site Access	Provide written request to the designated site personnel at least 15 days prior to the date of required entry to the site.
3	Security Clearance	<ol style="list-style-type: none">1. All persons employed on the site must have CSC issued security clearance.2. Submit to Departmental Representative, or appointed Security Officer, a completed CPIC form for all personnel who will access the construction site. Allow ten calendar days for completion of security clearances. <p>CSC via the Departmental Representative has the right to refuse any person not previously granted security clearance from entering the property.</p>
4	Hours of work	Typical permitted hours of work are from 08:00 to 16:00 from Monday through Friday. CSC via the Departmental Representative may increase these hours in the summer season.
5	Contractors use of Premises	<ol style="list-style-type: none">1. Contractor will limit use of premises for the contract work only. Limited storage is allowed on the site. See Section 5 for Security Requirements.2. Coordinate use of premises under the direction of the Departmental Representative.
6	Site Operations & Occupancy	<ol style="list-style-type: none">1. Adjacent premises to the construction site will be occupied during the project for normal CSC operations.2. DB will coordinate with the Departmental Representative in scheduling construction work to minimize conflict with normal operations of the Institution.3. Standard duty of care applies when completing work in/on Crown properties. DB is obligated to provide notice to Department Representative or the appointed Facility Representative before starting construction work or planning any interruption to utilities.
7	Work Restrictions	Give Departmental Representative and Facility Representative a minimum of 72 hours' notice regarding interruption of mechanical and electrical service throughout the course of the work. The duration of interruptions is to be kept to a minimum. The time of interruptions and duration



		must be agreed by the Departmental representative and Facility Representative.
8	Payment Procedures	1. The project cost breakdown / schedule of values must be submitted 15 days after contract award. The first application for payment can be made two weeks after submission of the schedule of values. The schedule of Values will form the basis for progress payments.
9	Project Administration and coordination	<ol style="list-style-type: none">1. During the course of work, the DB will schedule and chair bi-weekly project meetings in consultation with the Departmental Representative. The DB will record the meeting minutes and obtain Department Representative acceptance prior to distribution.2. Within 15 days following award of the Contract, DB will attend a start-up meeting chaired by the Departmental Representative to clarify administrative procedures and responsibilities.3. During construction, coordinate use of the site and site-facilities through the Departmental Representative or designated Facility Representative.4. DB to maintain at the job site one copy of the following:<ol style="list-style-type: none">4.1. All current construction documents.4.2. All project specifications.4.3. Copy of signed change orders.4.4. Reviewed submittals.4.5. Copy of approved schedules4.6. All applicable Municipal/ Territorial permits.4.7. MSDS Sheets4.8. Health and Safety Policy and Plan4.9. Material and labor bonds4.10. DB's Security Policy4.11. Emergency Contact Numbers
10	Work Schedule	<ol style="list-style-type: none">1. Submit to departmental Representative within 15 days of award of contract, a detailed Project Schedule. Incorporate changes requested by the DR and re-submit.2. This document will serve as the basis for DB project delivery.
11	Submittals	<ol style="list-style-type: none">1. All construction documents are required to be stamped by an Architect or Professional Engineer, licensed to practice in the province of Alberta.2. All submissions should be as per section 2.3.3 of the TOR.



		<ol style="list-style-type: none">3. All deviations from provided specifications or standards are to be identified by the DB in an executive summary. These items will require written approval by the Departmental Representative and will be addressed with priority.4. Allow up to ten working days for CSC design review.5. Review comments will be provided to the DB. DB is required to respond to all comments within 5 days.6. Shop drawings should be approved by the respective design engineers or the Architect. In certain cases the Departmental Representative will review the shop drawings for general conformance only. The onus of functionality and meeting the requirements of the contract documents remains with the DB. Review by CSC does not construe approval of detail design inherent in shop drawings. Responsibility for Contract Document conformance remains with the DB.7. Submissions will include:<ol style="list-style-type: none">7.1. Date and revision number7.2. Project Title and number7.3. Name and address of :<ol style="list-style-type: none">7.3.1. Subcontractor7.3.2. Supplier/Manufacturer7.3.3. Verification of Field Measurements and compliance with contract documents7.4. Submissions without signatures, stamps, project identification and the verification listed in 6.3 will be rejected.8. Pay Application submissions are to be made to the Departmental Representative.9. Requests for interpretation of the Contract Documents should be submitted to the Departmental Representative.10. All contemplated change notices are to be submitted to the departmental representative and mere submission cannot be construed as approval.11. All completion/ close-out submittals, inspection results will be submitted to the Departmental Representative.
12	Regulatory Requirements	<ol style="list-style-type: none">1. All work should be performed in accordance with the National Building Code of Canada (NBC 2010) and the applicable codes, regulation or ordinance of provincial, territorial, local or other authority having jurisdiction. In case of conflict or discrepancy, the more



		<p>stringent requirement will apply.</p> <ol style="list-style-type: none">2. Meet or exceed the specifications of:<ol style="list-style-type: none">2.1. The Contract2.2. User Specifications2.3. Construction Documents2.4. Specified Standards, Codes and Referenced Documents.3. Comply with the requirements of the Workplace Hazard Information System (WHMIS) regarding the use handling, storage, and disposal of hazardous materials; and regarding labeling and provision of material safety data sheets acceptable to Labor Canada and Health and Welfare Canada.4. Maintain MSDSs and WHMIS data sheets in proximity to where the materials are being used and communicate this to the personnel who may have contact with these materials.5. Asbestos: demolition of spray or trowel-applied asbestos is hazardous to health. Should material resembling spray or trowel-applied asbestos be encountered in course of demolition work, immediately stop work and notify Departmental Representative.6. When material suspected to contain PCBs or mold is encountered during demolition work, stop work immediately and notify the Department Representative.
13	Building Smoking Environment	The DB will comply with all smoking restrictions. There will be no smoking allowed on CSC property. See Part 5, Security.
14	Quality Control	<ol style="list-style-type: none">1. Work designated for special testing, inspections or approvals by Departmental Representative will require a minimum of three (3) day notice. If such work is covered by the contractor or the contractor permits the work to be covered, the contractor will be required to uncover such work, have inspections or tests satisfactorily completed and will be responsible for reinstatement with no cost to CSC.2. Departmental Representative may order any part of Work to be inspected. Upon examination, if the work is found to be not in accordance with the Contract or Construction Documents, The DB will correct the work and pay for costs related to the inspection and correction. If such Work is found to be in accordance with Contract Documents, CSC will pay the costs of examination and replacement.
15	Workmanship	The DB is responsible for ensuring a high level of workmanship in the delivery of the work. All



		incomplete work will be completed; all deficient work will be rectified by the DB in a timely manner. In the event the Department Representative rejects any component of the work, the DB will not make a payment application until acceptable completion of that work.
16	Temporary Utilities	CSC will supply temporary electrical power and water only. The DB is responsible for propane, electric generator, pneumatic air etc.
17	Construction Site Facilities	<ol style="list-style-type: none">1. Limited parking will be permitted on site.2. Use of existing sanitary facilities for DB work force will not be permitted. DB is to provide adequate temporary facilities for DB staff and trades.3. Cleanup of construction tools and disposal of materials is not permitted on site.4. Storage of materials or tools will not be allowed on site unless approved by the DR or Security Director of the institution. See Part 5 Security.
18	Environmental Protection	<ol style="list-style-type: none">1. No Fires or incineration is permitted on site.2. Disposal of rubbish or waste materials is not permitted on site, including volatile materials, such as mineral oils, greases, paint, thinners or batteries.3. Removal of trees or shrubs is not permitted without the permission of the Departmental Representative.4. Spills (location, type and quantity) to be reported to the Departmental Representative immediately and cleaning and containment action taken with no delays.
19	Basic Product Requirements	<ol style="list-style-type: none">1. Products materials, equipment and articles incorporated in work are to be new, not damaged or defective and of the quality and purpose intended. If requested, DB to furnish evidence as to the type, source and quality of products provided.2. Uniformity and consistency will be maintained in the project.3. Handle and store products in a manner to prevent damage, adulteration, deterioration, leeching and in accordance with the manufacturer's instructions where applicable.4. Remove and replace damaged products at own expense and to satisfaction of Departmental Representative.5. DB will be responsible for all costs associated with the transportation of products required in



		<p>the execution of the contract.</p> <ol style="list-style-type: none">6. Unless otherwise indicated in the specifications, install the products in accordance with manufacturer's instructions.7. For materials and equipment that is to be re-used, use special care in removal, handling, storage and reinstallation, to ensure acceptable functionality and life.8. DB is responsible for all costs related to transportation, storage and handling of products/materials that require off-site storage for space or security reasons.
20	Fastening of Equipment	Responsibility of the Design Builder
21	Site Housekeeping	<ol style="list-style-type: none">1. Maintain a clean work site, free from construction waste and debris.2. Remove waste materials from site regularly.3. Make arrangements with and obtain permits from authorities having jurisdiction for disposal of construction waste material.4. Provide on-site waste disposal bins for collecting all construction waste.5. Use only cleaning materials recommended by manufacturer of the surface to be cleaned, and as recommended by cleaning material manufacturer.6. Schedule cleaning operations such that resulting dust, debris and other contaminants will not fall on wet, newly painted surfaces nor contaminate building systems.7. All HVAC systems (equipment and ducting) will be vacuum cleaned prior to project completion.
22	Re-Use/ Salvage of Materials	Store materials designated for re-use until such time as they can be incorporated into the final work.
23	Permits	The DB is responsible for obtaining all permits from Authorities Having Jurisdiction (AHJ). All applications, fees and scheduling of AHJ inspections are the responsibility of the DB.
24	Commissioning/ Closeout Procedures	<p>The DB is responsible for submitting the commissioning plan and procedures for approval. DB is required to undertake the commissioning process as per the approved plan and prove all building components and systems for optimal performance. This includes CSC security, and communication systems.</p> <p>All inspections will be documented for review by the Departmental Representative. Quality issues</p>



		<p>or deficiencies will be communicated to the Departmental Representative with proposed corrective action. Subsequently:</p> <ol style="list-style-type: none">1. Notify Departmental Representative in writing of the satisfactory completion of corrective work.2. The Departmental Representative, or appointed Consultant will conduct random inspections of the work.3. Confirm all waste material was disposed off according to applicable regulations and permits.
25	Closeout Submittals	<p>Within 4 weeks of completion of the project commissioning, the DB will:</p> <ol style="list-style-type: none">1. Provide As-Build Record drawings as per Section 2.3.3.2. In addition to the submission requirements listed in Section 2.3.3, the DB will provide two full size printed sets of as-built drawings and two CD's to the Institution O&M Department.3. Provide one half day training session to the site O&M staff along with manuals. Training to include all building systems and equipment installed in the project.4. Provide all Warranty documentation and spares Inventory to the Institution O&M. See TOR Section 3.12.1.5. The hold-back release pay application will be accepted subject to the completion of the closeout submittals and completion of seasonal deficiency work. The Departmental Representative may allow release of hold-back, provided sufficient funds are held back for final payment.
26	Final Payment	<p>The final pay application will be accepted only when all deliverables, close-out submittals and seasonal deficiency work has been completed.</p>



5. SECURITY REQUIREMENTS

5.1. General

5.1.1. PURPOSE

1. To clarify security issues regarding Construction and CSC facility / operations.

5.1.2. DEFINITIONS

1. "Contraband" means:
 1. Any intoxicant, including alcoholic beverages, drugs and narcotics,
 2. A weapon or a component thereof, ammunition for a weapon, and anything that is designed to kill, injure or disable a person or that is altered so as to be capable of killing, injuring or disabling a person, when possessed without prior authorization,
 3. An explosive or a bomb or a component thereof,
 4. Currency over the prescribed limit of \$50.00, and
 5. Any item not described in items (1) to (4) above, that could jeopardize the security of a Penitentiary or the safety of persons, when that item is possessed without prior authorization
2. "Unauthorized Smoking and related Items" means all smoking items including, but not limited to, cigarettes, cigars, tobacco, chewing tobacco, cigarette making machines, matches and lighters.
3. "Commercial Vehicle" means any motor vehicle used for the shipment of material, equipment and tools required for the construction project.
4. "CSC" means Correctional Service Canada.
5. "Security Director" or "Director" means the Institutional Security Officer, Warden or Superintendent as applicable.
6. "Construction employees" implies persons working for the general contractor, the sub-contractors, equipment operators, material suppliers, testing and inspection companies and regulatory agencies.
7. "Departmental Representative" or "DR" means the Project Manager representing Correctional Service Canada.
8. "Perimeter" means the fenced or walled area of the institution that restrains the movement of the inmates.
9. "Construction limits" means the area as shown on the contract drawings that the contractor will be allowed to work within. This area may or may not be isolated from the security area of the institution. The assigned laydown area will form part of the construction limits.

5.1.3. PRELIMINARY PROCEEDINGS

1. Prior to the commencement of work, the contractor will meet with the Security Director or appointed representative to:
 1. Discuss the phases and the nature and extent of all activities involved in the Project.
 2. Establish mutually acceptable security procedures in accordance with this instruction and the institution's specific requirements.
2. The contractor will:
 1. Ensure that all construction employees are aware of the security requirements.
 2. Ensure that a copy of the security requirements is always on display at the job site.
 3. Cooperate with institutional personnel to ensure that security



requirements are observed by all construction employees.

5.1.4. CONSTRUCTION EMPLOYEES

1. Submit to the Security Director a list of the names with date of birth of all construction employees to be employed on the construction site along with a security clearance form for each employee.
2. Employees will not be admitted to the Institution without a valid security clearance and recent photo identification such as a provincial driver's license. Security clearances obtained from other CSC institutions are not valid at this institution.
3. The Director may require that facial photographs may be taken of construction employees and these photographs may be displayed at appropriate locations in the institution or in an electronic database for identification purposes. The Director may require that Photo ID cards be provided for all construction workers. ID cards will then be left at the designated entrance to be picked upon arrival at the institution and will be displayed prominently on the construction employees clothing at all time while employees are in the institution. Verify this requirement with the Departmental Representative
4. Entry to Institutional Property will be refused to any person, if there are reasons to believe that he/she may be a security risk.
5. Any person employed on the construction site will be subject to immediate removal from Institutional Property if they:
 1. Appear to be under the influence of alcohol, drugs or narcotics.
 2. Behave in an unusual or disorderly manner.
 3. Are in possession of contraband.

5.1.5. VEHICLES

1. All unattended vehicles on CSC property will have their windows closed, doors and trunks will be locked and keys removed. The keys will be held securely in the possession of the owner or an employee of the company that owns the vehicle. The Institution requires lockable gas caps on all vehicles and motorized equipment used in the construction area.
2. The director may limit at any time the number and type of vehicles allowed within the Institution.
3. Drivers of delivery vehicles for material required by the project will not require security clearances, but must remain with their vehicle the entire time that the vehicle is in the Institution. The director may require that these vehicles be escorted by Institutional staff or Commissionaires while in the Institution.
4. If the Director allows trailers to be left inside the secure perimeter of the Institution, these trailer doors will be locked at all times. All windows will be securely locked when left unoccupied. All trailer windows will be covered with expanded metal mesh. All storage trailers inside and outside the perimeter must be locked when not in use.

5.1.6. PARKING

1. The parking area(s) for construction employees will be designated by the Director. Parking in other locations will be prohibited and vehicles are subject to removal.

5.1.7. SHIPMENTS

1. All shipments of project material, equipment and tools will be addressed in the Contractor's name to avoid confusion with the institution's own shipments. The contractor must have his own employees on site to receive any deliveries or shipments.



2. CSC staff will NOT accept any project related deliveries or shipments of any materials, equipment or tools.

5.1.8. TELEPHONES

1. No telephones, facsimile machines, and computers (with Internet connections) are permitted within the perimeter of the institution unless prior approval of the Director is obtained.
2. The Director will ensure that approved telephones, facsimile machine and computers with Internet connections are located where they are not accessible to inmates. All computers will have an approved password protection that will stop Internet connection to unauthorized persons.
3. Wireless cellular and digital telephones, including but not limited to devices for telephone messaging, pagers, Black-Berry's, telephone used as 2-way radios, are not permitted within the perimeter of the Institution unless approved by the Director. If wireless cellular telephones are permitted, the user will not permit their use by any inmate.
4. The Director may approve restricted use of two way radios.

5.1.9. WORK HOURS

1. Work hours within the Institution are: Monday to Friday 0800hrs to 1600 hrs.
2. Work will not be permitted during weekends and statutory holidays without the permission of the Director. A minimum of seven days advance notice will be required to obtain the required permission. In case of emergencies or other special circumstances, this advance notice may be waved or period shortened by the Director.

5.1.10. WORK OUTSIDE NORMAL WORK HOURS

1. Work outside normal working hours will not be allowed without the permission of the Director. DB to give a minimum forty-eight (48) hours advance notice to the Director explaining the reason for the extended work hours. If work outside normal work hours is required because of an emergency, such as the completion of a concrete pour or work to make the construction safe and secure, the contractor will advise the Director as soon as this condition is known and follow the directions given by the Director. Costs to the Crown for such events will be back-charged to the contractor.
2. When work outside normal work hours, weekend work or statutory holiday work is required and approved by the Director, extra staff members may be posted by the Director or his designate, to maintain the security surveillance. The Departmental Representative may post extra staff for inspection of construction activities. The actual cost of this extra staff may be subject to reclamation by the Crown.

5.1.11. TOOLS AND EQUIPMENT

3. Maintain and update on a daily basis a complete list of all tools and equipment on the construction site. Make this inventory list available for inspection when required. Tool lists are to include the following as well as any tool bits and any disposable tool items such as disposable blades etc.
 1. Restricted tools (tools requiring special permission to bring on site). Storage location for the restricted tools will be provided by the CSC Security Director. The following are some of the restricted tools:
 1. Explosive tools (Hilti-gun, etc.)
 2. Bolt cutters
 3. Acids
 4. Bottle jacks (hydraulic)



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5. Knives (other than approved hobby knives and cutlery)
 6. Metal Scissors
 7. Adjustable wrenches, 10" long or more;
 8. Tin snips
 9. Linesmen pliers
 10. Metal cutting devices
 11. Hacksaw blades Wrecking or cross bars
 12. Files
 13. Vice grip pliers with cutters in jaws
 14. Picks
 15. Portable, electrically driven power tools capable of cutting or drilling (skillsaws, jigsaws and drill motors)
 16. Welding equipment and accessories
 17. Ropes, heavy cords
 18. Axes
 19. Ladders
 20. Gasoline, Coal, oils (incl. turpentine)
 21. Lacquers and sealers
 22. Pure ammonia
 23. Pneumatic guns and staplers
 24. Propane cylinders
2. Non restricted tools:
 1. Includes tools which are used daily and are not usually expected to be used to facilitate an escape.
 3. Throughout the construction project; maintain an up-to-date list of tools and equipment specified above.
 4. Keep all tools and equipment under constant supervision, particularly power-driven and cartridge-driven tools, cartridges, files, saw blades, rod saws, wire, rope, ladders and any sort of jacking device.
 5. Store all tools and equipment in approved secure locations.
 6. Lock all tool boxes when not in use. Keys to remain in the possession of the employees of the contractor. Scaffolding will be secured and locked when not erected and when erected, will be secured in a manner agreed upon with the Institutional designate or Director.
 7. All missing or lost tools or equipment will be reported immediately to the Director.
 8. The Director will ensure that the security staff members carry out checks of the Contractor's tools and equipment against the list provided by the Contractor. These checks may be carried out at the following intervals:
 1. At the beginning and conclusion of every construction project.
 2. Weekly, when the construction project extends longer than a one week period.
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3. The Contractor may be subject to random checks by security staff to ensure proper storage, inventory and security of tools throughout the project.
 4. Certain tools/equipment such as cartridges and hacksaw blades are highly controlled items. The contractor will be given at the beginning of the day, a quantity that will permit one day's work. Used blades/cartridges will be returned to the Director's representative at the end of each day.
9. If propane or natural gas is used for heating, the Director will require that an employee of the contractor supervise the construction site during non-working hours.

5.1.12. KEYS

1. Security Hardware Keys

1. The Contractor will arrange with the security hardware supplier/installer to have the keys for the security hardware to be delivered directly to Institution, specifically the Security Maintenance Officer (SMO).
2. The SMO will provide a receipt to the Contractor for security hardware keys.
3. The contractor will provide a copy of the above-mentioned receipt to the Departmental Representative or designated site personnel.

2. Other Keys

1. The contractor will use standard construction cylinders for locks during the construction period.
2. The contractor will issue instructions to his employees and sub-trades, as required, to ensure safe custody of the construction keys.
3. Upon completion of each phase of the construction, the CSC representative will, in conjunction with the lock manufacturer:
 1. Prepare an operational keying schedule;
 2. Accept the operational keys and cylinders directly from the lock manufacturer;
 3. Arrange for removal and return of the construction cores and install the operational core in all locks.
4. Upon putting operational security keys into use, the CSC construction escort will obtain these keys as they are required from the SMO and open doors as required by the Contractor. The Contractor will issue instructions to his employees advising them that all security keys will always remain with the CSC construction escort.

5.1.13. SECURITY HARDWARE

1. Turn over all removed security hardware to the Director of the Institution for disposal or for safekeeping until required for re-installation.

5.1.14. PRESCRIPTION DRUGS

1. Employees of the contractor who are required to take prescription drugs during the workday will obtain approval of the Director to bring only a one day supply into the Institution.

5.1.15. SMOKING RESTRICTIONS

1. Contractors and construction employees are not permitted to smoke inside correctional facilities or outdoors within the correctional facility and must not possess unauthorized smoking items at any time.



2. Contractors and construction employees who are in violation of this policy will be requested to immediately cease smoking or dispose of any unauthorized smoking items and, if they persist, will be directed to leave the institution.
3. Smoking is only permitted outside the correctional facility or in an area to be designated by the Director.

5.1.16. CONTRABAND

1. Weapons, ammunition, explosives, alcoholic beverages, drugs and narcotics are prohibited on institutional property. CSC has a “zero tolerance” policy for possession of contraband.
2. The discovery of contraband on the construction site and the identification of the person(s) responsible for the contraband will be reported immediately to the Director.
3. Contractors should be vigilant with both their staff and the staff of their sub-contractors and suppliers that the discovery of contraband may result in cancellation of the security clearance of the persons involved. Serious infractions may result in the removal of the company from the Institution.
4. Presence of arms and ammunition in vehicles of contractors, sub-contractors and suppliers or employees will result in the immediate cancellation of security clearances. This can also lead to cancellation of the construction contract.

5.1.17. SEARCHES

1. All vehicles and persons entering institutional property will be subject to search.
2. When the Director suspects, on reasonable grounds, that an employee of the Contractor is in possession of contraband or unauthorized items, he may order that person to be searched.
3. All employees entering the Institution may be subject to spectrometric screening of personal effects for traces of contraband drug residue.

5.1.18. ACCESS TO AND FROM INSTITUTIONAL PROPERTY

1. Construction personnel and commercial vehicles will not be admitted to the institution after normal working hours, unless approved by the Director.

5.1.19. MOVEMENT OF VEHICLES

1. Escorted commercial vehicles will be allowed to enter or leave the institution through the vehicle access gate during the following hours:
 1. 0800h to 1530h (or within approved hours of work).
2. The contractor will advise the Director twenty four (24) hours in advance to the arrival on the site of heavy equipment such as concrete trucks, cranes, etc.
3. Vehicles being loaded with soil or other debris, or any vehicle considered impossible to search must be under continuous supervision by CSC staff or Commissionaires working under the authority of the Director.
4. Commercial vehicles will only be allowed access to institutional property when their contents are certified by the Contractor or his representative as being strictly necessary to the execution of the construction project.
5. Vehicles will be refused entry into the institutional if, in the opinion of the Director, they contain any material/equipment that may jeopardize the security of the institution.
6. Private vehicles of construction employees will not be allowed within the security wall or fence of medium or maximum security institutions without the permission of the Director.
7. With prior approval of the Director, a vehicle may be used in the morning and



evening to transport a group of employees to the work site. This vehicle will not remain within the Institution the remainder of the day.

8. With the approval of the Director, certain equipment may be permitted to remain on the construction site overnight or over the weekend. This equipment must be securely locked and the battery removed (or a component that will disable the starting of the vehicle or equipment). The Director may require that the equipment be secured with a chain and padlock to another solid object.

5.1.20. MOVEMENT OF CONSTRUCTION EMPLOYEES ON INSTITUTIONAL PROPERTY

1. Subject to the requirements of operational security, the Director will permit the Contractor and his employees as much freedom of action and movement as is possible.
2. However, notwithstanding paragraph above, the Director may:
 1. Prohibit or restrict access to any part of the institution.
 2. Allow access only under the direct supervision of a correctional officer.
 3. Allow access under the supervision of a Commissionaire.
3. During the lunch and coffee/health breaks, all employees will remain within the construction site. Employees will not be permitted to eat in the staff lounge and dining room.

5.1.21. SURVEILLANCE AND INSPECTION

1. Construction activities and all related movement of personnel and vehicles will be subject to surveillance and inspection by CSC security staff members to ensure that established security requirements are met.
2. CSC staff members will from time to time carry out random checks and searches to ensure that construction employees follow the security requirements. The DB is responsible for educating the subcontractors and trades on the security requirements.

5.1.22. STOPPAGE OF WORK

1. The Director may request, at any time, that the contractor, his employees, sub-contractors and their employees not enter or leave the work site with immediate effect due to a security situation occurring within the Institution. The contractor's site supervisor will note the name of the staff member making the request and the time of the request and obey the order as quickly as possible. The contractor will advise the Departmental Representative within 24 hours of this delay to the progress of the work.

5.1.23. CONTACT WITH INMATES

1. Unless specifically authorized, it is forbidden to come into contact with inmates, to talk with them, to receive objects from them or to give them objects. Any employee doing any of the above will be removed from the site with his/her security clearance revoked immediately.
2. It is forbidden to take pictures of inmates, of CSC staff members or of any part of the Institution other than those required as part of this contract.
3. Prior permission is required to carry a camera or a device capable of taking pictures into the institution.

5.1.24. COMPLETION OF CONSTRUCTION PROJECT

1. Upon completion of the construction project or, when the project is turned over to CSC, the Contractor will remove all remaining construction material, tools and equipment that are not specified to remain in the Institution as part of the construction contract.



2. Upon closing the site office, the DB will do a final clean-up of the area. DB will ensure all keys, ID's etc. are returned and no ladders, equipment, material or tools are left behind.

6. ATTACHMENTS :

- APPENDIX 'A' – TOR User Specifications
- APPENDIX 'B' - Generic Kitchen Layout
- APPENDIX 'C' - Project Site Information
- APPENDIX 'D' – Site Services Drawings
- APPENDIX 'E' – Geotechnical Report (from a different site)
- APPENDIX 'F' – Bowden Institution - Annex Area Site Plan
- APPENDIX 'G' - List of CSC Supplied Kitchen Equipment Requiring Installation
- APPENDIX 'H' – List of Kitchen Equipment Supplied and Installed by DB
- APPENDIX 'I' – Generic Specifications from Ontario Kitchen Project
- APPENDIX 'K' – Equipment Specifications (#1 to #18)