

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St./11 rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5

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

This document contains a mandatory security requirement

Title - Sujet Government Conf.Centre, CM Services	
Solicitation No. - N° de l'invitation EP760-140543/B	Date 2013-10-04
Client Reference No. - N° de référence du client 20140543	
GETS Reference No. - N° de référence de SEAG PW-\$\$FG-354-63629	
File No. - N° de dossier fg354.EP760-140543	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-11-15	
Time Zone Fuseau horaire Eastern Standard Time EST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Churchill, Gerald	
Buyer Id - Id de l'acheteur fg354	
Telephone No. - N° de téléphone (819) 956-3904 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Government Conference Center 2 Rideau Street Ottawa, Ontario	

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

Construction Services Division/Division des services de construction
11 Laurier St./11 Rue Laurier
3C2, Place du Portage
Phase III
Gatineau, Québec K1A 0S5

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

EP760-140543/B

Amd. No. - N° de la modif.

File No. - N° du dossier

fg354EP760-140543

Buyer ID - Id de l'acheteur

fg354

CCC No./N° CCC - FMS No/ N° VME

20140543

REQUEST FOR PROPOSAL

For

CONSTRUCTION MANAGEMENT SERVICES

GOVERNMENT CONFERENCE CENTER

2 Rideau Street, Ottawa, Ontario

Solicitation No. - N° de l'invitation

EP760-140543/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

fg354

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

20140543

File No. - N° du dossier

fg354EP760-140543

CCC No./N° CCC - FMS No/ N° VME

REQUEST FOR PROPOSAL

IMPORTANT NOTICE TO BIDDERS

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

CLAUSES REFERRED TO BY NUMBER (I.E. R2890D) CAN BE FOUND AT THE FOLLOWING WEB SITE :

<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

(to proceed with a search select "Search SACC" and insert clause reference number in ID box) .

INSURANCE TERMS

The Insurance Terms for this solicitation are amended. Refer to the Supplementary Conditions.

Solicitation No. - N° de l'invitation

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

fg354

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

20140543

File No. - N° du dossier

fg354EP760-140543

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SPECIAL INSTRUCTIONS TO BIDDERS (SI)

- SI01 Bid Documents
- SI02 Standard Instructions, Clauses and Conditions
- SI03 Definition of Bidder
- SI04 Enquiries During the Solicitation Period
- SI05 Optional Site Visit
- SI06 Bid Validity Period
- SI07 Rights of Canada
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SPECIAL INSTRUCTIONS TO BIDDERS (SI)**SI01 BID DOCUMENTS**

1. The following are the bid documents:

- (a) Request for Proposal - Page 1;
- (b) Special Instructions to Bidders;
- (c) General Instructions to Bidders;
- (d) Supplementary Conditions
- (e) Submission Requirements and Evaluation;
- (f) Contract documents;
- (g) Appendix A - Bid and Acceptance Form;
- (h) Appendix B - Client Reference Form for Representative Project;
- (i) Annex A - Terms of Reference;
- (j) Annex B - Basis of Payment;
- (k) Annex C - Security Requirements Checklist
- (l) Annex D- Novation Agreement
- (m) Technical Documentation; and
- (n) Any amendment issued prior to solicitation closing.

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

SI02 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

Pursuant to the Department of Public Works and Government Services Act (S.C. 1996, c.16), the instructions, clauses and conditions identified in the bid solicitation and resulting contract by number, date, and title are incorporated by reference into and form part of the bid solicitation and resulting contract as though expressly set out in the bid solicitation and resulting contract.

SI03 DEFINITION OF BIDDER

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

SI04 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Request for Proposal (RFP) - Page 1 as early as possible within the solicitation period. Enquiries should be received no later than **five (5) calendar days** prior to the date set for solicitation 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 shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed **ONLY** to the Contracting Officer named on the Request for Proposal - Page 1. Noncompliance with this requirement during the solicitation period can result in disqualification of a bid.

SI05 OPTIONAL SITE VISIT

All interested bidders are invited to a site visit on Wednesday October 16, 2013 at 10:00 a.m. at the Government Conference Centre, 2 Rideau Street, Ottawa, Ontario. Visitors, should go directly to the South Entrance off of Colonel By Drive and will need to sign in with Photo ID.

To ensure access to the building, names of individuals attending the site visit should be submitted to the Contracting Officer named on the Request for Proposal (RFP) - Page 1, 48 hours prior to the site visit.

SI06 BID VALIDITY PERIOD

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of Appendix A- Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1) of SI06 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1) of SI06 is not accepted in writing by all those who submitted 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 Request for Proposal.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI10 Rejection of Bid.

SI07 RIGHTS OF CANADA

Canada reserves the right to:

- a. reject any or all bids received in response to the bid solicitation;
- b. enter into negotiations with bidders on any or all aspects of their bids;
- c. accept any bid in whole or in part without negotiations;
- d. cancel the bid solicitation at any time;
- e. reissue the bid solicitation;
- f. if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and
- g. negotiate with the sole responsive Bidder to ensure best value to Canada.

SI08 CONDUCT OF EVALUATION

1. In conducting its evaluation of the proposals, Canada may, but will have no obligation, to do the following:
 - a. seek clarification or verification from bidders regarding any or all information provided by them with respect to the RFP;
 - b. contact any or all references supplied by bidders to verify and validate any information submitted by them;
 - c. request, before award of any contract, specific information with respect to bidders' legal status;
 - d. conduct a survey of bidders' facilities and/or examine their technical, managerial and financial capabilities to determine if they are adequate to meet the requirements of the RFP;
 - e. correct any error in the total bid amount by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in case of error in the estimated amount of prices, the unit price will govern,
 - f. verify any information provided by bidders through independent research, use of any government sources or by contacting third parties; and
 - g. interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfil the requirement of the RFP.
2. Bidders will have the number of days specified in the request by the Contracting Officer to comply with any request related to any of the above items. Failure to comply with the request may result in the proposal being declared non-responsive.

SI09 ENTIRE REQUIREMENT

The bid solicitation documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

SI10 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)

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

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 PWGSC-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

<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

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>

PWGSC, Code of Conduct and Certifications

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

PWGSC Consent to a Criminal Record Verification (PWGSC-TPSGC 229)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf>

SI11 COMMUNICATIONS NOTIFICATION

The Government of Canada requires the successful Bidder to notify the Contracting Officer named on the Request for Proposal - Page 1 in advance of their intention to make public an announcement related to the award of a contract.

SI12 PREQUALIFICATION

All the prequalification requirements in Phase One (Prequalification) are carried over to this phase (RFP). Only those Bidders who have been prequalified by PWGSC in Phase One will be eligible to submit a bid in response to this RFP.

SI13 SECURITY CLEARANCE

This document contains a mandatory security requirement for the performance of the subsequent contract (refer to clause SC03 of the Supplementary Conditions included herein).

1. **At bid closing, the Bidder (or in the case of a Joint Venture, each member of the Joint Venture) must hold a valid Security Clearance** as indicated in section SC03 of the Supplementary Conditions. Failure to comply with this requirement will render the Bid non-compliant and no further consideration will be given to the Bid.
2. The Successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work pursuant to the subsequent Contract must meet the mandatory security requirement as indicated in Section SC03 of the Supplementary Conditions. **Individuals who do not have the required level of security will not be allowed on site.** It is the responsibility of the successful Bidder to ensure that the security requirements are met throughout the performance of the Contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful bidder's non-compliance with the mandatory security requirement.
3. For any enquiries concerning the project security requirement during the bidding period, the Bidder must follow the instructions as detailed in SI04 "Enquiries during the Solicitation Period". Additional information on PWGSC security can also be found on the following web site: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html> or by dialling 1-866-368-4646 (toll free).

GENERAL INSTRUCTIONS TO BIDDERS

- GI01 Applicable Taxes
- GI02 Overview of Selection Procedure
- GI03 Responsive Bids
- GI04 Completion of Bid
- GI05 Bid Price
- GI06 Bid Security Requirements
- GI07 Submission of Bid
- GI08 Late Submissions
- GI09 Revisions of Bids
- GI10 Rejection of Bid
- GI11 Bid Costs and Limitation of Liability
- GI12 Procurement Business Number
- GI13 Legal Capacity
- GI14 Joint Ventures
- GI15 Financial Capability
- GI16 Capital Development and Redevelopment Charges
- GI17 Compliance With Applicable Laws
- GI18 Performance Evaluation
- GI19 Conflict of Interest- Unfair Advantage
- GI20 Code of Conduct and Certifications
- GI21 Debriefing

GI01 APPLICABLE TAXES

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

GI02 OVERVIEW OF SELECTION PROCEDURE

1. Bid

- a. Bids are submitted following a "two-envelope" procedure, in which Bidders submit the "technical" component of their Bid in one sealed envelope and the proposed price of the services (Bid Price) in a second sealed envelope.
- b. The information that Bidders are required to provide is set out in detail elsewhere in the RFP.

2. Bid Evaluation and Rating

- a. Technical components of all eligible Bids are reviewed, evaluated and rated by a Public Works and Government Services Canada (PWGSC) Evaluation Board in accordance with the criteria, components and weight factors set out in the Submission Requirements and Evaluation (SRE). Upon completion of the evaluation, technical scores are established.
- b. Technical Bids achieving the minimum technical score specified in the Submission Requirements and Evaluation section of the RFP are further considered.
- c. The price envelopes of all responsive technical Bids are opened upon completion of the technical evaluation.

3. Notification

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

GI03 RESPONSIVE BIDS

Refer to SRE 4 of Submission Requirements and Evaluation.

GI04 COMPLETION OF BID

The Bidder shall base the bid on the applicable bid documents listed in the Special Instructions to Bidders. It is the responsibility of the Bidder to obtain clarification of any terms, conditions or technical requirements contained in the RFP.

GI05 BID PRICE

Unless specified otherwise in the bid documents:

- a. the price shall be in Canadian currency; and
- b. the price bid shall not include any amount for Applicable Taxes, and
- c. exchange rate fluctuation protection is not offered; and
- d. any request for exchange rate fluctuation protection will not be considered, and may render the bid non-responsive.

GI06 BID SECURITY REQUIREMENTS

1. The Bidder shall submit bid security with the bid in the form of a bid bond or a security deposit in an amount that is equal to not less than 10 percent of the bid amount. Applicable Taxes shall not be included when calculating the amount of any bid security that may be required. 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 signatures 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.
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 made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
 - b. bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada.

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4. For the purposes of subparagraph 3. a. of GI06:
- a. 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 future time a sum certain of money to, or to the order of, the Receiver General for Canada;
 - b. if a bill of exchange, bank draft or money order is certified by or 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 subparagraph 4.c. of GI06, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and
 - c. An approved financial institution is
 - i. a corporation or institution that is a member of the Canadian Payments Association as defined in the Canadian Payments Act;
 - ii. a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";
 - iii. a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
 - iv. a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the Income Tax Act; or
 - v. Canada Post Corporation.
5. Bonds referred to in subparagraph 3. b. of GI06 shall be provided on the basis of their market value current at the date of solicitation 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.
6. 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.
7. An irrevocable standby letter of credit referred to in paragraph 6) of GI06 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 institution's draft against presentation of a written demand for payment signed by the 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. 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.
8. Bid security shall lapse or be returned as soon as practical following:
- a. the solicitation closing date, for those Bidders submitting non-compliant bids; and
 - b. the administrative bid review, for those Bidders submitting compliant bids ranked fourth to last on the schedule of bids; and
 - c. the award of contract, for those Bidders submitting the second and third ranked bids; and
 - d. the receipt of contract security, for the successful Bidder; or
 - e. the cancellation of the solicitation, for all Bidders.

9. Notwithstanding the provisions of paragraph 8 of GI06 and provided more than three compliant bids have been received, if one or more of the bids ranked third to first is withdrawn or rejected for whatever reason then Canada reserves the right to hold the security of the next highest ranked compliant bid in order to retain the bid security of at least three valid and compliant bids.

GI07 SUBMISSION OF BID

1. Canada requires that the Bid and Acceptance Form (Appendix A), be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with section GI14.
2. It is the Bidder's responsibility to:
 - a. submit a bid, duly completed, IN THE FORMAT REQUESTED, on or before the closing date and time set;
 - b. send its bid ONLY to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the RFP;
 - c. ensure that the Bidder's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid; and
 - d. provide a comprehensive and sufficiently detailed bid that will permit a complete evaluation in accordance with the criteria set out in this RFP.
3. Bidders are requested to submit the technical and price components of the bid in separate, easily identified envelopes in accordance with the instructions contained in the bid documents. Bidders are requested to submit both envelopes as one package which clearly and conspicuously display and indicate on the outside of the package the information identified in subsection 1.(c) above.
4. Timely and correct delivery of bids to the office designated for receipt of bids is the sole responsibility of the Bidder. PWGSC will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bidss are the responsibility of the Bidder.
5. Bids and supporting information may be submitted in either English or French.

GI08 LATE SUBMISSIONS

Submissions delivered after the stipulated closing date and time will be returned unopened.

GI09 REVISION OF BID

1. 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 the solicitation. The letter or facsimile shall be on the Bidder's letterhead or bear a signature that identifies the Bidder.
2. A revision to a bid that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
3. A letter or facsimile submitted to confirm an earlier revision shall be clearly identified as a confirmation.

4. Failure to comply with any of the above provisions shall result in the rejection of the non-compliant revision(s) only. The bid shall be evaluated based on the original bid submitted and all other compliant revision(s).

GI10 REJECTION 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 GI10, 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 Work the employee or subcontractor is to perform;
 - c. the Bidder is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
 - e. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - f. with respect to current or prior transactions with Canada
 - i. 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
 - ii. 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)(f)(ii) of GI10, 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

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- 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 GI10, 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 GI10, other than subparagraph 2)(a) of GI10, the contracting Officer will inform the Bidder and provide the Bidder ten (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.

GI11 BID COSTS AND LIMITATION OF LIABILITY

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

GI12 PROCUREMENT BUSINESS NUMBER

Bidders are required to have a Procurement Business Number (PBN) before contract award. Bidders may register for a PBN online at Supplier Registration Information. For non-Internet registration, Bidders may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

GI13 LEGAL CAPACITY

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

together with the registered or corporate name and place of business. This also applies to bidders submitting a bid as a joint venture.

GI14 JOINT VENTURE

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred to as a consortium, in order to submit together a response to the Request for Proposal. Bidders who submit a response to the Request for Proposal, as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - i. the name of each member of the joint venture;
 - ii. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - iii. the name of the joint venture, if applicable.
2. The response to the Request for Proposal must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. Canada may, at any time, require each member of the joint venture to prove that the representative has been appointed with full authority to act as its representative for the purposes of submitting a response to the Request for Proposal.
3. All of the members of the joint venture are jointly and severally responsible for the obligations entered into by the Bidder in accordance with the Contract Documents.

GI15 FINANCIAL CAPABILITY

1. Financial Capability Requirement: The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Officer may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of proposals. The Bidder must provide the following information to the Contracting Officer within fifteen (15) working days of the request or as specified by the Contracting Officer in the notice:
 - a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - b. If the date of the financial statements in 1(a) above is more than five months before the date of the request for information by the Contracting Officer, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements

(consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Officer requests this information.

- c. If the Bidder has not been in business for at least one full fiscal year, the following must be provided:
 - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Officer requests this information.
 - d. A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
 - e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Officer requests this information.
 - f. A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
 - g. A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
2. If the Bidder is a joint venture, the financial information required by the Contracting Officer must be provided by each member of the joint venture.
 3. If the Bidder is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Contracting Officer must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
 4. Financial Information Already Provided to PWGSC: The Bidder is not required to resubmit any financial information requested by the Contracting Officer that is already on file at PWGSC with the

Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:

- a. the Bidder identifies to the Contracting Officer in writing the specific information that is on file and the requirement for which this information was provided; and
- b. the Bidder authorizes the use of the information for this requirement.

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

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

GI16 CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES

For the purposes of GC1.8, "Laws, Permits and Taxes", in the General Conditions of the Contract, only fees or charges directly related to the processing and issuing of building permits shall be included. The Bidder 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.

GI17 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 1) of GI17, a Bidder shall, if requested, provide a copy of every valid license, 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 request.

3. Failure to comply with the requirements of paragraph 2) of GI17 shall result in disqualification of the bid.

GI18 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 shall 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.
2. The form PWGSC-TPSGC 2913, SELECT - Contractor Performance Evaluation Report Form, is used to record the performance.

GI19 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, its Affiliates, 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, its Affiliates, 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, or its Affiliates, 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, or its Affiliates, remains however subject to the criteria established above.
3. Where Canada intends to reject a bid under this section, the Contracting Officer 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 Officer 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.

GI20 CODE OF CONDUCT AND CERTIFICATIONS

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.

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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.

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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:
 - a. Only one person is capable of performing the contract;

- b. Emergency;
- c. National security;
- d. Health and safety;
- e. Economic harm;

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

GI21 DEBRIEFING

After contract award, Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Officer named on the Request for Proposal - Page 1 within 15 working days of receipt of the results of the bid solicitation process. The confidentiality of information relating to other submissions will be protected. The debriefing may be in writing, by telephone or in person.

SUBMISSION REQUIREMENTS AND EVALUATION

SRE 1 General Information

SRE 2 Technical Bid Submission Requirements and Evaluation

SRE 3 Price Evaluation

SRE 4 Basis of Selection

SUBMISSION REQUIREMENTS AND EVALUATION

SRE 1 GENERAL INFORMATION

1.1 Submission of Bids

- 1.1.1 Bids are to be submitted following a "two-envelope" procedure in which Bidders submit technical aspects of their bid in one envelope and the proposed price and bid security in a second envelope failure to do so may result in non-compliance
- 1.1.2 Submit one (1) signed original and five (5) copies of the technical bid in a sealed envelope (envelope one).
- 1.1.3 Submit one (1) original price bid in a sealed envelope (envelope two) which must include the signed Bid and Acceptance Form (Appendix A) plus bid security.

1.2 Format of Bids

1.2.1 Technical Bid

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

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

The following bid format information should be implemented when preparing the bid, failure to do so may result in non-compliance:

- Paper size should be - 216mm x 279mm (8.5" x 11");
- Smallest font size should be 11 point Times or equal;
- Margins should be 12 mm left, right, top, and bottom;
- Double-sided submissions are preferred.
- One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper; 279mm x 432 mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages.

The order of the technical bid should follow the order established in the Submission Requirements Section of the RFP. The maximum number of pages (including text and graphics) to be submitted is 30. The following are not part of this page limitation:

-
- Covering Letter;
 - Front Page of the Proposal;
 - Price Bid (Appendix A);
 - Client Reference Forms (Appendix B)
 - Health and Safety documentation. Refer to SRE 2.3 c);
 - Resumes (limit 2 pages each);
 - Sample Project reports. Refer to SRE 2.1 c).

The consequence of exceeding the maximum 30 page limitation is that all pages that extend beyond the 30 page limitation will be removed from the technical proposal submission and will not be forwarded to the PWGSC Evaluation Committee for evaluation.

1.2.2 Price Bid

Bidders must submit their price bid in accordance with Appendix A - Bid and Acceptance Form and GI06 Bid Security Requirements of the General Instructions to Bidders.

SRE 2 TECHNICAL BID SUBMISSION REQUIREMENTS AND EVALUATION

Point Rated Requirements

2.1 Experience of the Bidder (Construction Management): (Maximum Points: 250; mandatory minimum score: 150 points)

Describe the accomplishments and achievements of the Bidder for work related to the identified project.

Information to be supplied:

Description of two (2) representative projects, at least one of which, the Bidder shall have delivered as a Construction Manager. Both projects shall have a Certificate of Completion issued since August 2003. The representative projects should be relevant to the scope of services required, and the scale and scope of the project described in this RFP. The following information is to be included for each representative project:

a) Representative project relevance:

- A brief project description and intention of the project including total construction value and contracts managed as well as start and completion dates;
- Clearly indicate how and why each referenced project is comparable to the subject Project of this RFP against the following criteria: Size of project, extent of rehabilitation and renovations, type and protection of heritage components, complexity, limited lay down area and other criteria that bidders identify based on their understanding of the project; and
- Bidders must complete and submit Appendix B "CLIENT REFERENCE FORM FOR REPRESENTATIVE PROJECT" for each project as validation of the Bidder's representative projects. If any of the information requested in Appendix B is not provided in the Bidders submission, Canada will provide a timeframe by which it must be provided. Failure to provide the requested information will render the Bidder non-responsive.

b) Management of representative projects:

- How budget was controlled and managed (i.e. contract price & final construction cost with explanation to address variances);
- How schedule was controlled and managed (i.e. initial schedule and revised schedule with explanation to address variances);
- How scope, quality and risks were managed to achieve client's expectations;
- Names of key personnel responsible for delivery; and

c) Representative project reporting:

- How project reporting was undertaken for either of the two (2) referenced projects. Submit a sample of monthly project report along with a sample field daily report of one of the referenced projects;

Bidders are hereby advised, the referenced projects provided under SRE 2.1 shall also be separately assessed for Health and Safety performance under SRE 2.3 c) below.

2.2 Experience of Key Personnel of the Bidder: (Maximum Points: 200; mandatory minimum score: 120 points)

Identify the key personnel proposed for the project (Stage A: Services including Pre-Construction Services and Construction Services limited to Minor Work and Stage B: Optional Services including Pre-Construction Services, Construction Services, BCC Services, and Post-Construction Services which should include, at a minimum, Project Management staff, Site Superintendent(s), Assistant Site Superintendent(s), Quality Management staff, Site Safety staff, Cost Estimator(s), and Scheduler(s).

The following minimum requirements should be met

- Cost estimator with minimum 15 years experience and completely conversant with construction economy and market conditions relevant to the project requirements;
- Scheduling resource to have experience using Oracle Primavera scheduling software;
- At least one Site Safety Officer to be one of the following: a Canadian Registered Safety Professional (CRSP), certified Health & Safety Consultant (CHSC), Gold Seal certified or Construction Health & Safety Officer (CHSO).

Information to be supplied for each member of the key personnel and back up:

- a) Experience of the Project Management Team:
- Academic and other relevant qualifications such as PMP, Gold Seal, etc.; include accomplishments and achievements;
 - Pertinent experience/Qualifications in the field of heritage conservation.
 - Relevant experience in the proposed position and number of years experience in both the proposed position and the construction industry (if not done with Bidder firm, specify name of firm);
 - Role, responsibility and degree of involvement of individual in past projects (especially those identified in SRE2.1); A higher score will be given to key personnel who had a significant role in projects identified in SRE2.1).
- b) Experience of Site Superintendants:
- Supply the same information for this category of resource as identified in SRE 2.2 a) above.

c) Experience of Remaining support members:

- Supply the same information for this category of resource as identified in SRE 2.2 a) above.

d) Experience of back-up staff and company support:

Although the quality of the Project Team remains the key to the successful delivery of the project, the Bidder's organization is usually structured to provide back-up staff for key personnel and management overview to support those in the field with specialized support services.

- Describe the resources that will be available to the Project Team through the Bidder's organization, including coverage by key personnel required for overtime and shift work;
- Confirm that the proposed team (on-site and available from bidder's organization) is available immediately for this Project;
- Name and provide qualifications of the back-up staff for each key personnel.
- Identify what other corporate resources may be necessary and available, and explain how they will assist the Project team in specific areas given your understanding of the objectives, challenges, and constraints of the project.

2.3 Management of Services: (Maximum Points: 350; mandatory minimum score: 210 points)

The Bidder should demonstrate their firm's capability to manage the services to meet Project challenges and ensure consistent control throughout the project. The Bidder should demonstrate how the team will be organized and managed.

Information to be supplied:

a) Organization Chart & Resource Allocation Matrices

Provide your Team's organization chart with all proposed personnel in accordance with the response to evaluation criteria 2.2 above, as well as other position titles and names of the Bidder's team as required to deliver the project in the most cost and time efficient manner. Describe, in detail, roles and responsibilities of the personnel selected and provide a narrative clearly explaining the rationale for the proposed project resourcing against the project objectives, including the category of resource, quantity of resource, and the individuals proposed.

Include resource allocation matrices for Stage A: Services including Pre-Construction Services and Construction Services limited to Minor Work, and Stage B: Optional Services including Pre-Construction Services, Construction Services, BCC Services, and Post-Construction Services respectively, in accordance with the following templates. The resource allocation matrix for each project stage must identify the individuals' names, their proposed positions and percent of utilization.

Stage A - Pre-Construction – estimated duration 1 months		
Individual names	Category of personnel	Percentage of Utilization

Stage A - Construction for Minor Works (Including Pre-Construction) – estimated duration 7 months		
Individual names	Category of personnel	Percentage of Utilization

Stage B – Services and Construction – estimated duration 39 months		
Individual names	Category of personnel	Percentage of Utilization

Stage B – BCC Construction Services – estimated duration 11 months		
Individual names	Category of personnel	Percentage of Utilization

Stage B - Post construction Services		
Individual names	Category of personnel	Percentage of Utilization

The categories of personnel specified below are minimum requirements that must be included in the resource allocation matrices. However the Bidder is to add any additional staff with their corresponding utilization percentage that the Bidder considers necessary to ensure complete and successful delivery of the services specified in the Terms of Reference.

Stage A Services: at a minimum, the following categories of personnel shall be dedicated, on a full time and continuous basis, to completion of this work: Senior Project Manager, Project Manager, Estimator and scheduling resource. Other required personnel, such as Superintendent, Assistant Superintendent(s), Site Safety Officer, etc., shall be provided based on the Bidders understanding of the requirements set out in this RFP.

Stage B Optional Services: at a minimum, the following categories of personnel shall be dedicated, on a full time and continuous basis, including any requirement for extended or additional work shifts, to completion of this stage of the work: Senior Project Manager; mechanical and electrical coordinator; Superintendent, assistant Superintendent, field quality control officer, and a scheduling resource. Other personnel should be provided based on the Bidders understanding of the requirements set out in this RFP.

Excess resources without adequate justification may result in a reduced score.

b) Work Plan and Methodologies

- Describe how advisory services will be provided during the implementation stages;
- Provide a description of the proposed time services and explain how schedule control will be applied throughout the delivery of the Project;
- Provide a description of the proposed cost services and explain how cost control will be applied throughout the delivery of the Project;
- Describe the Change Management Methodology: Approach to foreseeing, minimizing, and mitigating changes in the Work;
- Describe the proposed quality control methodology, explain how quality control will be applied throughout the delivery of the Project;
- Describe the reporting relationships within the Bidder's organization and with PWGSC;
- Describe the proposed communication strategy, including a description of the communication management approach that addresses the needs of the various stakeholders
- Provide a Work Plan with a breakdown of Work tasks and deliverables. Include a narrative describing the Work Plan. In the narrative, indicate how the Bidder will address any adjustments to the Work Plan for changes in the duration of Work shifts, or for additional Work shifts when required to maintain schedule, including how provision of the Bidders key project resourcing will be addressed.
- Describe the proposed commissioning methodology;
- Describe how the Bidder will contribute to the process of aligning the design to meet both cost and schedule constraints, which are critical to the success of the project.
- Risk management: Mitigating risk and doing regular constructability reviews will reduce cost of construction. Describe how the Bidder will support and contribute to the design and construction phases with respect to risk management.
- Cost estimating: as the design progresses, the Construction Manager will assist the Consultant team in updating cost information. Describe the estimating process the Bidder will use to document the cost of each bid package, and explain how costs will be compared to market conditions.
- In Stage A, the Construction Manager is required to produce an accurate project estimate which will be used to seek approval to proceed with Stage B Work. Describe how the Bidder will ensure provision of a complete, detailed and accurate project estimate at this early stage of project implementation.
- Design and Construction Document Review: Describe how the Bidder will perform document reviews and communicate assumptions, risks and constructability review comments to the consultant team and PWGSC.

c) Health & Safety (H&S) Plan and Record

- Describe the Bidder's Company Health and Safety philosophy and provide a copy of any Corporate Health and Safety Policy, Process and Procedural documentation.

- Based on the Bidder's understanding of the project from the information provided in this RFP, provide a narrative describing how the Bidder will implement a Site Specific Health & Safety Plan for this project.
- Provide a description of how the Bidder intends to provide ongoing health and safety staffing and services throughout the duration of the project, including shift work when required.
- Provide the Bidder's Health and Safety record for each of the two referenced projects submitted in response to SRE 2.1, listing all reportable incidents and accidents which occurred on a job site under the Bidder's control as "Constructor". Indicate the following for each incident or accident; date of occurrence, description, action taken, resolution, and include any governing body notices or citations resulting from any listed incident or accident.
- Consideration in awarding points will be given to how well the Health and Safety information provided aligns with the requirements of this project.

2.4 Management of Challenges and Issues: Schedule for Stage A: (Services and Construction), and Stage B: (Services and Construction) (Maximum Points: 200; mandatory minimum score 120 points)

Provide a detailed construction schedule based on the information disclosed in the RFP and additional reasonable assumptions that anticipates the various issues that may be faced by the Bidder in undertaking the Work.

Information to be supplied:

a) Project Schedule

- A detailed schedule indicating both; Stage A: Services, including Pre-Construction Services and Construction Services limited to Minor Work, and Stage B: Optional Services, including Pre-Construction Services, Construction Services, BCC Services, and Post-Construction Services. The schedule shall outline activities, sequencing and interdependence of construction activities and work packages backed up with a detailed narrative report describing;

b) Management of Challenges and Issues

- Challenges and issues;
- Work restrictions;
- The project goals with highlights of those that are particularly significant to the Project;
- The detailed commentary on the proposed schedule and describe the methodology as to how the Bidder will maintain the schedule;
- Brief description of Work packaging.

What will be evaluated:

SRE	Maximum Score: 1000 Points; Mandatory Minimum: 600 Points	Score	Weight	Maximum Score
2.1	Experience of the Bidder Maximum Score: 250 Points; Mandatory Minimum: 150 Points			
a)	Representative project relevance	0-10	12	120
b)	Management of representative projects	0-10	8	80
c)	Representative project reporting	0-10	5	50
2.2	Experience of Key Personnel of the Bidder Maximum Score: 200 Points; Mandatory Minimum: 120 Points			
a)	Experience of the Project Management Team (Senior PM and PM's)	0-10	7	70
b)	Experience of the Site Superintendents Team (Senior and assistants)	0-10	6	60
c)	Experience of the remaining support members	0-10	4	40
d)	Experience of Back-up staff and remainder of company support	0-10	3	30
2.3	Management of the Project Maximum Score: 350 Points; Mandatory Minimum: 210 Points			
a)	Organization Chart & Resources Allocation Matrices	0-10	8	80
b)	Work Plan and Methodologies	0-10	20	200
c)	Health & Safety Plan and Record	0-10	7	70
2.4	Management of Challenges and Issues: Stage A & Stage B Construction schedule Maximum Score: 200 Points; Mandatory Minimum: 120 Points			
a)	Project Schedule	0-10	5	50
b)	Management of Challenges and Issues	0-10	15	150

EVALUATION GRID

Non Responsive	Inadequate	Weak	Adequate	Fully Satisfactory	Strong
0 Point	2 Points	4 points	6 points	8 points	10 points
Did not submit information which could be evaluated	Substantially below the desirable minimum	Just fails to meet the desirable minimum	Meets the desirable minimum	Exceeds the desirable minimum	Exceptionally strong proposal
	For example: -Bidder lacks qualifications and experience	For example: -Bidder does not have minimum qualifications and experience	For example: -Bidder has minimum qualifications and experience	For example: -Bidder is well qualified and experienced	For example: -Bidder is highly qualified and experienced
	-Team proposed is not likely able to meet requirements	-Team does not cover all components or overall experience is weak	- Team capable of just fulfilling requirements	-Good team -some members have previously worked together	-Strong team -has worked well together before on comparable work
	-Sample projects generally not related to this project's needs	-Sample projects only marginally related to this project's needs	-Sample projects generally related to this project's needs	-Sample projects are closely related to this project's needs	-Sample projects are almost identical to this project's needs
	- Little capability to meet performance requirements	- Just below acceptable capability	-Minimum acceptable capability, should meet minimum performance	- Satisfactory capability, should ensure effective results	- Superior capability, should ensure effective results

SRE 3 PRICE BID EVALUATION

The price envelopes of all responsive bids will be opened upon completion of the evaluation of technical submissions (refer to GI02- Overview of Selection Procedure).

SRE 4 BASIS OF SELECTION

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation; and
 - (b) obtain the required minimum points for each of the technical bid evaluation criteria which are subject to point rating; and
 - (c) the price bid must consist of the Bid and Acceptance Form, duly completed and accompanied by the required bid security.
2. Bids not meeting (a), or (b), or (c) above will be declared non-responsive.
3. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract. In the case of a tie, the Bidder submitting the higher Technical Score will be selected.

Evaluated Price per Point = Total Bid Amount / Technical Score

CONTRACT DOCUMENTS (CD)

1. The following are the contract documents:

- a. Contract Page when signed by Canada;
- b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
- c. Request for Proposal and all Annexes, Appendices and Amendments thereto;
- d. Drawings and Specifications;
- e. General Conditions and clauses

GC1 General Provisions	R2810D	(2013-04-25);
GC2 Administration of the Contract	R2820D	(2012-07-16);
GC3 Execution and Control of the Work	R2830D	(2010-01-11);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2850D	(2010-01-11);
GC6 Delays and Changes in the Work	R2860D	(2013-04-25);
GC7 Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8 Dispute Resolution	R2882D	(2008-12-12);
GC9 Contract Security	R2890D	(2012-07-16)
GC10 Insurance	R2900D	(2008-05-12);
Supplementary Conditions		
Fair Wages and Hours of Labour - Labour Conditions	R2940D	(2012-07-16);
Schedules of Wage Rates for Federal Construction Contracts;		

- f. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
 - h. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
 - i. The Contractor's technical bid.
2. The documents identified by title, number and date in 1) (e) 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 Web site: <http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>
 3. Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml
 4. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

SUPPLEMENTARY CONDITIONS (SC)

- SC01 Changes to Contract Documents
- SC02 Insurance Terms
- SC03 Security Access Requirements for Canadian Contractors
- SC04 Determination of Construction Cost
- SC05 Determination of Price for Subcontract Changes
- SC06 Optional Construction and Services
- SC07 Increase in Contract Security
- SC08 Accounts and Audit
- SC09 Replacement of Specific Individuals
- SC10 Separate Contracts with Other contractors
- SC11 Novation of Trade Contract

SC01 CHANGES TO CONTRACT DOCUMENTS

1. R2810D:

- a. In GC1.1.2, delete:

"Contractor" means the person contracting with Canada to provide or furnish all labour, Material and Plant for the execution of the Work under the Contract, and includes the Contractor's superintendent as designated in writing to Canada.

- b. In GC1.1.2 add:

"Contractor" and "Construction Manager" means the person contracting with Canada to provide or furnish all labour, Material and Plant and construction management services for the execution of the Work under the Contract, and includes the Contractor's superintendent as designated in writing to Canada.

- c. Add the following subparagraph 1) (g) under GC1.2.2:

(g) Terms of Reference

2. R2850D:

- a. The following paragraph is added to GC5.4:

6) The portion of the Work done under the Fixed Monthly Fee shall be invoiced in fixed monthly installments over the duration of the Contract.

- b. The following paragraph is added to GC5.5

5) If, at any time before the issuance of a Certificate of Completion, Canada determines that a Work Package has reached Substantial Performance as described in subparagraph 1) (b) of GC 1.1.4, "Substantial Performance", paragraphs 1) through 4) of GC 5.5 may be applied with respect to the specific Work Package.

3. R2860D: GC6.4 is replaced in its entirety with the following:

1. Any adjustment to the price of the Work resulting from a change in the Work pursuant to GC6.1 will represent all reasonable and proper costs including delay incurred by or savings accruing to the Contractor in respect of the labour, Plant and Material that are payable as Construction Costs.
2. If the final price of the Work, excluding the Contractor' fees, is not within 75 and 125 percent of the total Estimated Construction Cost, the value of which includes the total of the original Estimated Construction Costs and the Estimated Construction Costs of the optional services, either party to the Contract may request to negotiate a change in the Contractor' Percentage Fee for the Work outside of these thresholds if:
 - A. there is a demonstrable difference between the cost to the Contractor of performing the Work for the Estimated Construction Cost and the cost to the Contractor of performing the Work for the actual Construction Cost; and,
 - B. if the difference in cost is due solely to the difference in actual and estimated Construction Costs. The onus of establishing, justifying and quantifying a proposed change lies with the party making the request for negotiation. In no event shall the total amount paid as the Contractor' Percentage Fee, amended as a result of a reduction in the price of the Work, exceed the amount that would have been payable to the Contractor had the price of the Work actually accounted for 75 percent of the Estimated Construction Cost.
3. The amount of the Contract shall be the final sum of the Fixed Monthly Fees, the actual Construction Cost, the Percentage Fee and any adjustments that are made in accordance with the Contract.

4. GC1.6 of R2810D is deleted and replaced with the following LIMITATION OF LIABILITY:

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims 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 in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
2. The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
 - a. In respect to each loss for which insurance is to be provided pursuant to GC10.1 "Insurance Contracts" of R2900D, the general liability insurance limits for one occurrence as referred to in the "Insurance Terms".
 - b. In respect to losses for which insurance is not required to be provided in accordance with GC10.1 "Insurance Contracts" of R2900D, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
4. 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 Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

SC02 INSURANCE TERMS

- IT1 General
 - IT1.1 Proof of Insurance
 - IT1.2 Payment of Deductible
- IT2 Commercial General Liability
 - IT2.1 Scope of Policy
 - IT2.2 Insured
 - IT2.3 Period of Insurance
- IT3 Wrap-up General Liability
 - IT3.1 Scope of Policy
 - IT3.2 Amount of Insurance
 - IT3.3 Insured
 - IT3.4 Period of Insurance
- IT4 Builder's Risk
 - IT4.1 Scope of Policy
 - IT4.2 Amount of Insurance
 - IT4.3 Insured
 - IT4.4 Period of Insurance
 - IT4.5 Insurance Proceeds
- IT5 Environmental Impairment Liability Insurance
- IT6 Automobile Liability Insurance

IT1 General

IT1.1 Proof of Insurance

1. Before commencement of the Work, and within thirty (30) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance.

2. Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the provisions contained herein.
3. The insurance policies must be endorsed to provide Canada and any additional insured with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

IT1.2 Payment of Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

IT2 Commercial General Liability

IT2.1 Scope of Policy

1. The insurance coverage provided must not be less than that provided by IBC Form 2100, as amended from time to time, and must have:
 - a. an Each Occurrence Limit of not less than \$5,000,000; and
 - b. a Completed Operations Aggregate Limit of not less than \$5,000,000.

IT2.2 Insured

The policy must insure the Contractor and must include Canada, represented by Public Works and Government Services Canada as an additional Insured, with respect to liability arising out of the operations of the contractor with regard to the work.

IT2.3 Period of Insurance

1. Unless otherwise directed in writing by Canada, or, otherwise stipulated elsewhere herein, the policy required herein must be in force and be maintained from the date of contract award until the day of issue of the Certificate of Completion.
2. The Contractor must be responsible to provide and maintain coverage for Completed Operations Liability for a period of four (4) years, starting two (2) years after the date of the Certificate of Substantial Performance.

IT3 Wrap-up General Liability

IT3.1 Scope of Policy

1. The insurance coverage provided must be primary to all other insurance policies and must not be substantially less than that provided by IBC Form 2100, as amended from time to time, except for liability arising from damage to the Work during construction, which must be limited to the completed operations period.
2. The policy must include an extension for a standard provincial and territorial form of non-owned automobile liability policy.

3. The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:
 - a. Blasting;
 - b. Pile driving and caisson work;
 - c. Underpinning;
 - d. Removal or weakening of support of any building or land whether such support be natural or otherwise if the work is performed by the insured contractor.
 - e. Damage to existing structure

IT3.2 Amount of Insurance

1. The policy must have:
 - a. an Each Occurrence Limit of not less than \$25,000,000; and
 - b. a Completed Operations Aggregate Limit of not less than \$25,000,000.
2. Umbrella or excess liability insurance may be used to achieve the required limits.

IT3.3 Insured

1. The policy must insure the Contractor and must include, as additional insured:
 - a. Canada, represented by Public Works and Government Services Canada;
 - b. The consultant; and
 - c. Any Subcontractor at any tier performing any part of the Work.
2. The Insurer must provide a waiver of subrogation against any named or additional insured.

IT3.4 Period of Insurance

Unless otherwise directed in writing by Canada, or, otherwise stipulated elsewhere herein, the policy required herein must be in force and be maintained from the date of contract award until the day of issue of the Certificate of Completion except that the coverage for completed operations hazards must, in any event, be maintained for a period of at least two (2) years beyond the date of the Certificate of Substantial Performance.

IT4 Builder's Risk

IT4.1 Scope of Policy

1. The insurance coverage provided by a Builder's Risk policy must not be less than that provided by IBC Forms 4042 and 4047, as amended from time to time.
2. The policy must permit use and occupancy of the project, or any part thereof, where such use and occupancy is for the purposes for which the project is intended upon completion.

3. The policy may exclude or be endorsed to exclude coverage for loss or damage caused by any of the following:
 - a. Asbestos;
 - b. Fungi or spores;
 - c. Cyber;
 - d. Terrorism.

IT4.2 Amount of Insurance

The amount of insurance must not be less than the sum of the contract value plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.

IT4.3 Insured

The policy must insure the Contractor and must include, as an additional Insured, Canada, represented by Public Works and Government Services Canada.

IT4.4 Period of Insurance

Unless otherwise directed in writing by Canada, or, stipulated elsewhere herein, the policy required herein must be in force and be maintained from prior to the commencement of work until the day of issue of the Certificate of Substantial Performance.

IT4.5 Insurance Proceeds

1. The policy must provide that the proceeds thereof are payable to Her Majesty or as Canada may direct in accordance with GC10.2, "Insurance Proceeds".
2. The Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

IT5 Environmental Impairment Liability Insurance

1. The Contractor must obtain Contractors Pollution Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Pollution Liability insurance policy must include the following: Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows:

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- a. Canada, represented by Public Works and Government Services Canada.
 - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Officer thirty (30) days written notice of policy cancellation.
 - c. Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
 - f. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

For other provinces and territories, send to:
 Senior General Counsel,
 Civil Litigation Section,
 Department of Justice
 234 Wellington Street, East Tower
 Ottawa, Ontario K1A 0H8

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

IT6 **Automobile Liability Insurance**

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Officer thirty (30) days written notice of cancellation.

SC03 SECURITY REQUIREMENT FOR CANADIAN CONTRACTORS

1. The Contractor/Offeror must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - (b) Industrial Security Manual (Latest Edition).

SC04 DETERMINATION OF CONSTRUCTION COST

1. The Construction Cost, as defined in Annex B, item 3, initially will be determined based on the Estimated Construction Cost specified in the Request for Proposal. The Estimated Construction Cost will be adjusted periodically throughout the term of the contract to reflect the actual Construction Cost.
2. Any adjustment to the amount of a subcontract shall require Canada's approval in writing. The Contractor shall not be entitled to any additional fees other than the Percentage Fee.
3. Any request for adjusting the amount of a subcontract shall be substantiated with a cost estimate breakdown itemizing all Labour, Material, and Plant costs, and the amount of any allowance for the subcontractor's overhead, administration and profit. The Contractor shall ensure that all prices included in the breakdown are fair and reasonable and in conformance with the following:

- a. Labour rates shall be established in accordance with applicable trade union agreements. Non-union labour rates shall be established in accordance with the Schedule of Wage Rates, of the Fair Wages and Hours of Labour Act. All labour rates shall require approval by Canada in writing.
 - b. The costs of all Material and Plant must represent the actual amount paid to suppliers and said costs are to include all applicable discounts.
 - c. Allowances for the subcontractor's overhead, administration and profit shall be negotiated by the Contractor for each change, and shall represent a reasonable amount for the nature and complexity of each change. However, in no circumstance shall the subcontractor's allowance exceed 15%.
4. The price of any portion of the Work that is not subcontracted or paid for as a Fixed Fee shall be equal to the actual cost of that portion of the Work plus the applicable Contractor's Percentage Fee.

SC05 DETERMINATION OF PRICE FOR SUBCONTRACT CHANGES

1. Price Determination Prior to Undertaking Changes

- a. 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 in accordance with SC04 3)(c).
- b. 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.
- c. A price per unit referred to in paragraph (b) of SC05 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 SC04 3)(c).
- d. 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.
- e. If no agreement is reached as contemplated in paragraph (a) of SC05 1), the price shall be determined in accordance with SC05 3).

2. Allowable Costs under SC05 1)

- a. General
 - i. The Contractor shall submit a cost estimate breakdown for each contemplated change, in accordance with SC04 3). The breakdown shall itemize all labour, material, plant and equipment costs estimated by the Contractor and subcontractors, and the amount of each allowance;

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- ii. It is the responsibility of the Contractor to ensure that all prices included in the Contractor's breakdown to Canada, including those of subcontractors, are fair and reasonable in view of the terms expressed herein;
 - iii. The labour hours required for the contemplated change shall be based on the estimated number of hours to perform the work;
 - iv. Time spent by a working foreman may be included in the number of labour hours, at a rate agreed to in writing by the Contractor and Canada;
 - v. Time attributable to material handling, productivity factors and approved rest periods is to be included in the number of hours required by the contemplated change and will not be paid as a separate item under hourly rates;
 - vi. Allowances referred to in paragraph (d) - Allowance to the Subcontractor below are not to be included in the hourly labour rates;
 - vii. Credit for work deleted will only be for the work directly associated with the change;
 - viii. When a change deletes work which has not yet been performed, Canada is entitled to an adjustment in the Contract Amount equal to the cost the Contractor would have incurred had the work not been deleted;
 - ix. Allowances referred to in paragraph (d) - Allowance to the Subcontractor below shall not be applied to any credit amounts for deleted work;
 - x. In those cases where the change involves additions and deletions to the work, the allowances referred to in paragraph (d) - Allowance to the Subcontractor below shall apply only when the cost of the additions minus the cost of the deletions would result in an increase in the Contract Amount. The percentage allowance shall only be applied to that portion of the costs of the additions that is in excess of the cost of the deletions;
 - xi. If the contemplated change in the work necessitates a change in the contract completion date, or has an impact on the work, the Contractor shall identify and include the resulting cost in the breakdown.

b. Hourly Labour Rates

- i. The hourly labour rates listed in the Contractor's breakdown shall be determined in accordance with the collective agreements that are applicable at the site of the work and shall include:
 - a. the base rate of pay;
 - b. vacation pay;
 - c. benefits which includes:
 - i. welfare contributions;
 - ii. Pension contributions;
 - iii. union dues;
 - iv. training and industry funds contributions; and

- v. other applicable benefits, if any, that can be substantiated by the Contractor.
 - d. statutory and legislated requirements, assessed and payable under statutory authority, which includes
 - i. Employment Insurance contributions;
 - ii. Canada Pension Plan or Quebec Pension Plan contributions;
 - iii. Worker's Compensation Board or "Commission de la santé et de la sécurité du travail" premiums;
 - iv. Public Liability and Property Damage insurance premiums; and
 - v. health tax premiums.
 - ii. In the case of nonunion labour, all rates claimed shall be in accordance with the terms of the Labour Conditions forming part of this contract and the Contractor must provide satisfactory proof of the rates actually paid.
 - c. Material, Plant and Equipment Costs
 - i. The costs of all purchases and rentals must be based on the actual amount paid to the suppliers by the Contractor or subcontractor and said costs are to include all applicable discounts.
 - d. Allowance to the Subcontractor
 - i. The allowances determined in accordance with SC04 3)(c), shall be considered as full compensation for:
 - a. supervision, coordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount; and
 - b. miscellaneous additional costs related to
 - i. the purchase or rental of material, plant and equipment;
 - ii. the purchase of small tools and supplies;
 - iii. safety and protection measures; and
 - iv. permits, bonds, insurance, engineering, as built drawings, commissioning, and site office.
3. Price Determination Following Completion of Changes
- a. 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:
 - i. 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 (b) of SC05 3), that are directly attributable to the performance of the Contract;
 - ii. an allowance for profit and all other expenditures or costs, including overhead, general administration costs, financing and interest charges, in an amount that is determined in accordance with SC04 3)(c); and

- iii. interest on the amounts determined under subparagraphs (a)(i) and (a)(ii) of SC05 3) calculated in accordance with GC5.11, "Interest on Settled Claims";
 - b. The cost of labour, Plant and Material referred to in subparagraph a)(i) of SC05 3) shall be limited to the following categories of expenditure:
 - i. payments to Subcontractors and Suppliers;
 - ii. 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;
 - iii. 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 Applicable Taxes collection costs;
 - iv. 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;
 - v. 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;
 - vi. 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;
 - vii. 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
 - viii. any other payments made by the Contractor with the approval Canada that are necessary for the performance of the Contract in accordance with the Contract Documents.

4. Price Determination - Variations in Tendered Quantities

- a. Except as provided in paragraphs (b), (c), (d) and (e) of SC05 4), 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.
- b. 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 to 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:
 - i. 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

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- ii. 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.
 - c. If agreement is not reached as contemplated in (b) of SC05 4), the price per unit shall be determined in accordance with SC05 3)
 - d. 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:
 - i. 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
 - ii. the difference in unit cost is due solely to the decrease in quantity and not to any other cause.
 - e. For the purposes of the negotiation referred to in paragraph (d) of SC05 4):
 - i. the onus of establishing, justifying and quantifying a proposed change lies with the party making the request for negotiation; and
 - ii. 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 (d) of SC05 4) exceed the amount that would have been payable to the Contractor had 85 percent of the tendered quantity actually been performed or supplied.

SC06 OPTIONAL SERVICES AND CONSTRUCTION (Stage B Work Option)

1. The Contractor grants to Canada the irrevocable option to acquire the Stage B Work in accordance with the terms and conditions set forth in this RFP and corresponding Terms of Reference documents to complete the work required for the rehabilitation of the Government Conference Centre. Exercise of the optional services and construction by Canada is contingent upon receipt of the necessary Government of Canada approvals and at the sole discretion of Canada. The Contractor agrees to carry out this work under the conditions and fees specified in the Contract.
2. The Stage B Work Option may only be exercised by the Contracting Officer and will be evidenced, for administrative purposes only, through a contract amendment.
3. The Contracting Officer may exercise the Stage B Work Option at any time before the expiry of the Contract by sending a written notice to the Contractor.
4. The option for Stage B Work (Services and Construction) will have a duration of fifty one (51) months with a contract end date of December 2018.

SC07 INCREASE IN CONTRACT SECURITY

1. The Contractor shall, within 14 days after the date that Canada issues a contract amendment, pursuant to SC06, obtain and deliver to Canada revised Contract Security to include the increase in

contract costs of the optional services. The additional contract security shall be provided in accordance with GC9 - Contract Security.

2. It is a condition precedent to the release of the first progress payment for the additional Work that the Contractor has provided the increased Contract Security as specified herein.

SC08 ACCOUNTS AND AUDIT

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, to may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Contract, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

SC09 REPLACEMENT OF SPECIFIC INDIVIDUALS

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with the same level of qualifications and experience as the individual who is being replaced. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Officer of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Departmental Representative may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Departmental Representative does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

SC10 SEPARATE CONTRACTS WITH OTHER CONTRACTORS

1. Canada reserves the right to award separate contracts for work in connection with the Government Conference Centre Rehabilitation to other contractors. Where in the opinion of Canada, it is necessary for Canada to award separate contracts to other contractors, the Construction Manager shall:
 - a. coordinate and cooperate with the work of other contractors;
 - b. coordinate and schedule the Work with the work of other contractors and connect as specified or shown in the Contract Documents;
 - c. participate with other contractors and the Departmental Representative in reviewing their construction schedules when directed to do so;
 - d. coordinate and perform the Work with care and diligence so as to ensure that Canada and other contractors will be in a position to proceed according to schedule with the delivery, installation and testing of their work; and
 - e. allow other contractors or workers, together with their plant, equipment and Material, access to the Site and the opportunity to use their plant and equipment.
2. When separate contracts are awarded for other parts of the Government Conference Centre Rehabilitation, Canada shall:
 - a. Ensure that insurance coverage is provided to the same requirements as are called for SC02 to the extent applicable. Such insurance shall be coordinated with the insurance coverage of the Construction Manager as it affects the Work; and
 - b. take all precautions reasonably possible to avoid labour or other disputes.
3. The Construction Manager shall give the Departmental Representative prompt written notice of any defect in, or any conflict occasioned by, the work of Other contractors and prior to proceeding with any Work that is affected by or depends upon for its proper execution such work of other contractors. In the absence of such written report, the Construction Manager shall have no claim against Canada by reason of the conflict or defective work of the other contractors.
4. Notwithstanding the foregoing, it is understood and agreed that the Construction Manager shall be the "constructor" for the Project within the meaning of the applicable Health and Safety legislation, and shall perform or have performed, in addition to any other obligations it may have pursuant to the application legislation, all of the obligations of a "constructor" set out in the legislation for the Work. It is further understood and agreed that Canada appoints and the Construction Manager agrees to be appointed as the constructor to fully control, coordinate, oversee and be responsible for all other contractors.
5. If there is a change in the scope of the Work required for the planning and performance of this coordination and connection, there might be a Change in the Work.
6. If the Construction Manager has caused damage, delay, impact, or interference to the work of other contractors, the Construction Manager agrees upon due notice to settle with the other contractors in

accordance with GC5.8 (6). If one or more of the other contractors makes a claim against Canada on account of damage, delay, impact, or interference alleged to have been so sustained, Canada shall notify the Construction Manager and may require the Construction Manager to defend the action at the Construction Manager's expense and not as a Cost of the Work and without an adjustment in the Contract Fee. The Construction Manager shall satisfy a final order or judgment against Canada and pay the costs incurred by Canada arising from such action and not as a Cost of the Work and without an adjustment in the Contract Fee.

SC11 NOVATION OF TRADE CONTRACT

"Novation": is the entering into of a new contract rather than a transfer in its entirety.

In this clause the following words or phrases have the corresponding meaning:

Construction Manager Contract - means the Construction Management Contract awarded as a result of this Request for Proposal.

Construction Manager Contractor - means the person contracting with Canada to provide the services specified in the Construction Manager Contract.

Trade Contract - means the contract between Canada and a third party contractor to supply and install the elevators in the Government Conference Center.

1. It is anticipated that during the period of this Construction Management Contract, Canada will enter into Trade Contract with a third party contractor to supply and install the elevators in the Government Conference Center.
2. At the request of Canada, the Trade Contract may be novated by way of a Novation Agreement in its entirety to the Construction Manager Contractor. The request from Canada will be in writing and in its sole discretion.
3. The Construction Manager Contractor shall complete and return the Novation Agreement, an example of which is provided at Annex "D", within five (5) working days following receipt of request. Note that failure to return the Novation Agreement may result in default and termination of the Construction Manager Contract.
4. As of the date of the execution of the Novation Agreement the Construction Manager Contractor shall assume all responsibilities in place of Canada in respect of all rights, interests, undertakings, obligation and liabilities of Canada arising under the Trade Contract and shall release Canada from all liabilities, obligations and responsibilities.

APPENDIX A

BID AND ACCEPTANCE FORM (BA) (5 pages)

BA01 IDENTIFICATION

Construction Management Services
Government Conference Centre Rehabilitation
2 Rideau St., Ottawa, Ontario

Solicitation Number: EP760-140543/B

Project Number: 20140543

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

In the case of a Joint Venture, also provide the name of each member of the Joint Venture _____

Address: _____

Contact Name: _____

Telephone: _____ Fax: _____ PBN: _____

BA03 THE OFFER

1) The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the **TOTAL BID AMOUNT** of

\$_____excluding applicable taxes
(to be expressed in numbers)

The **TOTAL BID AMOUNT** represents the **sum of items (A) + (B) + (C) below**, all excluding applicable taxes:

(A) STAGE A - SERVICES AND CONSTRUCTION

The **STAGE A - SUBTOTAL BID AMOUNT** represents the **sum of items (a) + (b) + (c) + (d) + (e) below**, all excluding applicable taxes:

STAGE A - SUBTOTAL BID AMOUNT of \$_____excluding applicable taxes
(to be expressed in numbers)

(a) Stage A - Pre-construction Services (Refer to Terms of Reference)

A fixed monthly fee (Item 2A of Annex B) of \$ _____ x 1 month* = \$ _____;

(b) Stage A - Construction Services, including Pre-construction Services (Refer to Terms of Reference)

A fixed monthly fee (Item 2A of Annex B) of \$ _____ x 7 months* = \$ _____;

(c) Stage A - Percentage Fee on Construction limited to Minor Works

A Percentage Fee of (Item 2B of Annex B) of _____ % x \$ 1,800,000.00 = \$ _____;

(d) Stage A - Bonding and Insurance (refer to Item 4i, Annex B): \$ _____;

(e) Cash Allowance for Permits: \$ 20,500;

With respect to CM fees, in the event that Stage B Optional Work, as set out in SC06 is added to the Contract, the Stage A fees set out in BA03 (A) a, b, and c above will be replaced with the Stage B fees set out in BA03 (B) f, g, h, and i as applicable below. For clarity, once Stage B Optional Work is added via amendment to the Contract, payment in accordance with the fee arrangement set out in BA03 (A) a, b, and c will cease at the date of the amendment and payment in accordance with the fee arrangement set out in BA03 (B) f, g, h, and i will commence as applicable on the date of the amendment. Please note, this section and the bid amounts at BA03 (B), below, do not represent a commitment by Canada to amend the Contract to incorporate the Stage B Optional Work.

(B) STAGE B - OPTIONAL SERVICES AND CONSTRUCTION

The **STAGE B - SUBTOTAL BID AMOUNT** represents the sum of items (f) + (g) + (h) + (i) + (j) + (k) below, all excluding applicable taxes:

STAGE B - SUBTOTAL BID AMOUNT of \$ _____ excluding applicable taxes
(to be expressed in numbers)

(f) Stage B - Construction Services, including Pre-Construction Services (Refer to Terms of Reference)

A fixed monthly fee (Item 2A of Annex B) of \$ _____ x 39 months* = \$ _____;

(g) Stage B - BCC Construction Services (Refer to Terms of Reference)

A fixed monthly fee (Item 2A of Annex B) of \$ _____ x 11 months* = \$ _____;

(h) Stage B - Post-construction (Refer Terms of Reference)

A fixed fee of \$ _____; Fee for post-construction services shall be paid monthly in accordance with the services rendered.

(i) Stage B - Percentage Fee on Construction

A Percentage Fee of (Item 2B of Annex B) of _____% x \$ 90,000,000 = \$ _____;

(j) Stage B - Bonding and Insurance (refer to Item 4i, Annex B): \$ _____;

(k) Cash Allowance for Permits: \$ 1,000,000;

(C) Firm Per Diem Rates** Per Diem Rates to be based on the Bidder's hourly rate for the Bidder's Personnel, times a full 8 hour work day (inclusive of payroll costs, overhead and profit) for Additional Personnel (Item 2D) of Annex B. The Bidder's Per Diem rates, submitted in response to this RFP, will be used to derive the Bidder's Hourly Rates (Bidder's Per Diem rate divided by 8 hours per day). These derived Hourly Rates shall apply to all normal hours work, based on a 5 day work week. Payment for any additional services or personnel will be based on the hourly rate and paid on the basis of actual hours worked. See table below:

Category of Personnel	Quantity (Days) (X)	Firm Per Diem Rate (Y)	Extended Price (X x Y)
Senior Project Manager	250	\$	\$
Intermediate Project Manager	250	\$	\$
Junior Project Manager	250	\$	\$
Senior Mech & Elec Coordinator	250	\$	\$
Intermediate Mech & Elec Coordinator	250	\$	\$
Junior Mech & Elec Coordinator	250	\$	\$
Senior Superintendent	250	\$	\$
Assistant Superintendent	250	\$	\$
Site Safety Officer	250	\$	\$
Quality Manager	250	\$	\$
Quality Control Field Staff	250	\$	\$
Chief Scheduler	250	\$	\$
Intermediate Scheduler	250	\$	\$
Junior Scheduler	250	\$	\$
Chief Estimator	250	\$	\$
Intermediate Estimator	250	\$	\$
Junior Estimator	250	\$	\$
Commissioning Manager	250	\$	\$
Senior Administrative Support	250	\$	\$
Intermediate Administrative Support	250	\$	\$
Junior Administrative Support	250	\$	\$
Hoist Operator	250	\$	\$
Interference Drawing Specialist	250	\$	\$
Total Extended Prices			\$

Canada may accept or reject any of the above rates. Canada reserves the right to negotiate on these rates.

* Number of months is based on an estimated award date. The total months shall be adjusted to reflect a completion date of June 2018.actual months.

**The quantities and categories of personnel identified in (C) above are for evaluation purposes only and shall not be interpreted by the Bidder to be a commitment by Canada to request the services of any of the personnel for any quantity of weeks whatsoever.

2. Any errors in the addition or multiplication of the amounts in subparagraphs 1) (A) (comprised of (a), (b), (c), (d), and (e)), (B) (comprised of (f), (g), (h), (i), (j), and (k)), and (C) above will be corrected by Canada to obtain the Total Bid Amount. In the case of error in the extension or addition of unit prices, the unit price will govern.
3. Canada may reject the bid if any of the prices submitted, including the per diem rates supplied under section (C), do not reasonably reflect the cost of performing the part of the work to which that price applies.
4. The Bidder's fixed monthly fee, submitted in response to this RFP, shall apply for any delays or extensions of any services in any phaseStage that would cumulatively affect the total duration of the phaseStage by up to 4 months. The fixed monthly fee would be subject to negotiation for any phaseStage which is delayed or extended beyond 4 months.

BA04 BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of 180 days following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents identified in Contract Documents.

The **Contract Value** will be determined in accordance with amounts bid for items **BA03 1. (A) Stage A Services and Construction comprised of (a), (b), (c), (d), (e) + \$1,800,000.**

At the sole discretion of Canada, the option to proceed with Stage B Services and Construction may be exercised in accordance with SC06, at which time the **Contract Value** would be amended to add an amount in accordance with the bid amounts for items **BA03, 1. (B) Stage B Optional Services and Construction comprised of (f), (g), (h), (i), (j), (k) + \$90,000,000.**

BA06 CONSTRUCTION TIME

The Contractor shall perform the services and achieve Substantial Completion of the Work by no later than December 2017. BCC completion is June 2018. (Note: These are the dates assuming full scope of work will be implemented and all optional services and construction have been exercised).

BA07 BID SECURITY

The Bidder is enclosing bid security with its bid in accordance with GI06 - Bid Security Requirements of General Instructions to Bidders.

BA08 SIGNATURE

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Name and title of person authorized to sign on behalf of Bidder (Type or print)

Signature

Date

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APPENDIX B

CLIENT REFERENCE FORM FOR REPRESENTATIVE PROJECT

Solicitation No. - N° de l'invitation

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Amd. No. - N° de la modif.

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CLIENT REFERENCE FORM FOR REPRESENTATIVE PROJECT No. 1 (1 page)

Client Letter of Reference

The project that is presented by the Bidder shall demonstrate the following requirements:

This hereby confirms that the following contractor _____,
executed the work for the following project _____,
as constructor, under the following contracting method _____.
(Construction Management / General Contractor)

Project Details:

Project Location: _____

Project size (M2): _____

Initial Contract Value (including HST)

Final Contract Value (including HST)

Explain any discrepancy between initial and final contract value.

Original Planned Completion Date

Actual Certificate of Completion Date

Explain any discrepancy between planned and actual completion date.

I hereby certify the information provided in this client reference form to be true and factual.

Client Name Title Signature

Company Name Telephone Date

Solicitation No. - N° de l'invitation

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CLIENT REFERENCE FORM FOR REPRESENTATIVE PROJECT No. 2 (1 page)

Client Letter of Reference

The project that is presented by the Bidder shall demonstrate the following requirements:

This hereby confirms that the following contractor _____,
executed the work for the following project _____,
as constructor, under the following contracting method _____.
(Construction Management / General Contractor)

Project Details:

Project Location: _____

Project size (M2): _____

Initial Contract Value (including HST)

Final Contract Value (including HST)

Explain any discrepancy between initial and final contract value.

Original Planned Completion Date

Actual Certificate of Completion Date

Explain any discrepancy between planned and actual completion date.

I hereby certify the information provided in this client reference form to be true and factual.

Client Name Title Signature

Company Name Telephone Date

Solicitation No. - N° de l'invitation

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ANNEX A

TERMS of REFERENCE

(Electronic attachment to this document)

ANNEX B

BASIS OF PAYMENT

1. The Basis of Payment of the contract for Construction Services shall be comprised of the following:

- The Contractor's Fee; and
- Reimbursement of Construction Costs; and
- Allowable disbursements

2. Contractor's Fee

The Contractor's Fee will be paid monthly in arrears for the term of the contract. The Contractor's fee is based on the aggregate of the following:

A. Fixed Monthly Fees

The fixed monthly fees will be paid in equal monthly installments in arrears over the Term of the Contract. The fixed monthly fees will constitute reimbursement for Services provided by the Contractor's Staff as specified in detail in the Terms of Reference. All services specified in the Terms of Reference are to be included in the Fixed Monthly fee portion of the contract.

The fixed monthly fees will include:

- i. All overhead, administration, mark-up and profit for the Contractor's operations, including, but not limited, to standard office expenses such as any photocopying, computer and software costs, Internet, all telephone and fax, cellular telephones, depreciation, rent and maintenance of office facilities, furniture, office equipment and supplies, taxi charges and parking. (Note: Site office costs are included in the percent construction fee);
- ii. The actual cost of all personnel employed or contracted by the Contractor to deliver the services specified in the Terms of Reference, and includes all payroll costs such as salary, statutory holidays, vacations with pay, unemployment insurance premiums and worker's compensation contributions where applicable, pension plan contributions, sick time allowance, medical/dental insurance premiums and any other benefits; Note: Do not include contracted personnel of sub-trades that will perform the construction;
- iii. The salaries, benefits or other compensation for the Contractor's officers, directors, principals and support staff;
- iv. Travel and accommodation costs related to the Work, for the duration of the Contract, of the Contractor's personnel;
- v. All other costs which may be considered disbursements unless specifically listed;
- vi. Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work, unless otherwise expressly provided herein;
- vii. All field personnel such as superintendents, health and safety officers, assistant superintendents, etc.

B. Percent Construction Fee

The percent construction fee includes:

- i. The Contractor's percentage mark-up for overhead, profit and general administration on the Construction Cost;
- ii. The construction, maintenance, operation, and removal of a site field office at the Government Conference Centre Building, including, but not limited to standard office expenses such as any photocopying, computer costs, Internet, all telephone and fax, cellular telephones, depreciation, rent and maintenance of office facilities, furniture, office equipment and supplies, taxi charges, parking, communication equipment, advertising and publications, long distance phone, bottled water, courier, stamps, software, office supplies and petty cash items;
- iii. All costs that have not been identified for reimbursement under Annex B: Basis of Payment, Item 2 A) Fixed Monthly Fee, Item 2 D) Additional Personnel, Item 3 Construction Costs and Item 4 Allowable Disbursements shall be included in the Percent Construction Fee.

The percent construction fee will be paid in arrears for each progress claim submitted in accordance with GC5 - Terms of Payment, during the Term of the Contract. The value of the percent construction fee for the payment period will be based on the construction cost of the work actually incurred during that period.

C. Site Labour Costs

The Contractor's Services will not include Trade Work. The Contractor shall not use its own forces or the forces of a non-arms length entity to provide Trade Work unless the Contractor has been specifically authorized to do so by Canada.

However, the Contractor will be reimbursed for the labour expended by the Contractor's carpenters and general site labourers for any physical construction work related to Division 1 which received prior approval from the Departmental Representative. Site labour costs that have been authorized by the Departmental Representative will be paid monthly in arrears.

Notwithstanding the above, Canada may require that the Contractor competitively procure any or all of the construction work, including work that may be completed by the Contractor's own labourers.

D. Additional Personnel

The Contractor shall include in the Fixed Monthly Fees sufficient personnel to complete the Work within the time frame stipulated in BA06 - Construction Time.

However, should Canada determine that, for the purposes of schedule acceleration, additional personnel is required, Canada will have the right to request that the Contractor provide such additional personnel for the performance of the Work or any part or parts thereof.

For additional personnel requested by Canada, the Contractor will be reimbursed in accordance with the firm per diem rates (including payroll costs, overhead and profit) quoted

in the Bid and Acceptance form for the identified categories of personnel or in accordance with rates which have been negotiated and mutually agreed to between Canada and the Contractor for personnel that were not pre-identified in the Bid and Acceptance Form. Such costs will be payable monthly in arrears.

3. Construction Costs

A. Determination of Construction Cost will be in accordance with SC04. Construction Costs will be reimbursed in accordance with GC5 - Terms of Payment.

Construction Costs will include:

- i. The actual, reasonable and direct costs of the Contractor's subcontracts;
- ii. Commissioning including third party independent commissioning agent;
- iii. The actual, reasonable and direct costs incurred by the Contractor in performing the Work, as follows:
 - a. Materials incorporated into the Work, including costs of transportation;
 - b. Materials, products, supplies, equipment, temporary services and facilities, including transportation and maintenance thereof, which are consumed in the performance of the Work, and cost less salvage value on such items used, but not consumed, which remain the property of the Contractor;
 - c. Tools, machinery and equipment, exclusive of hand tools, used in the performance of the Work, whether rented by the Contractor or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof;
 - d. Site engineering, as-built drawings, maintenance manuals and all other documents required to be provided prior to certification of Substantial Performance, as well as commissioning activities;
 - e. Independent inspection and testing services other than those described in the construction documents;
 - f. Temporary services, O & M Manuals, as-builts, engineering drawings and rental costs of site trailers;
 - g. Site washrooms other than those furnished by Canada;
 - h. Health and Safety sundries for visitors (hard hats, boots, gloves, goggles, masks, etc.);
 - i. Bilingual Site signage;
 - j. Utility costs, as applicable;
 - k. The cost of safety measures and requirements;
 - l. Cleaning materials supplies, hand tools and consumables;
 - m. Site photos;
 - n. Printing of drawings and Specification; (Other printing shall be in the fixed monthly fee)
 - o. Removal and disposal of waste products and debris.
 - p. Site security provisions including security personnel, protection of materials and equipment, the procurement of private security services and construction related security

- B. Any costs incurred by the Contractor due to failure on the part of the Contractor to exercise reasonable care and diligence in the Contractor's attention to the Work shall be borne by the Contractor.

4. Allowable Disbursements

In addition to the Contractor's Fee, Canada will reimburse at actual cost, without any administrative cost or mark-up for overhead or profit, the following disbursements supported by invoices/receipts:

- A. The cost of the Contractor's insurance and bonding;
- B. Fees, levies, permits, costs and charges levied by authorities having jurisdiction at the Site;

Travel, if requested in writing by Canada, would be reimbursed in accordance with the National Joint Council Travel Directives without any administrative cost or mark-up for overhead or profit.

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ANNEX C

SECURITY REQUIREMENTS CHECKLIST

(Electronic attachment to this document)

ANNEX D

NOVATION AGREEMENT

dated _____, 20__ between

..... (the "Contractor"),

AND

Her Majesty the Queen in Right of Canada as represented by the
Minister of Public Works and Government Services ("Canada")

AND

..... (the "Construction Manager").

Canada and the Contractor have entered into a Contract dated _____, 20__ (the "Contract").

With effect from and including _____, 20__ (the "Novation Date") Canada wishes to novate to the Construction Manager, and the Construction Manager accepts all the rights, liabilities, duties and obligations of Canada under and in respect of the Contract, with the effect that the Contractor and the Construction Manager will enter into a new Contract ("New Contract") between them having terms identical to those of the Old Contract, as more particularly described below.

Canada and the Contractor wish to be released and discharged, from their respective obligations to each other under and in respect of the Contract.
Accordingly, the parties agree as follows:

1. Definitions.

Terms defined in the Contract are used herein as so defined, unless otherwise provided herein.

2. Release, Discharge and Undertakings.

With effect from and including the Novation Date and in consideration of the mutual representations, warranties and covenants contained in this Novation Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties):

(a) the Contractor and Canada are each released and discharged from further obligations to each other with respect to the Old Contract and their respective rights against each other thereunder are cancelled, provided that such release and discharge shall not affect any rights, liabilities or obligations of the Contractor or Canada with respect to payments or other obligations due and payable or due to be performed on or prior to the Novation Date, and all such payments and obligations shall be paid or performed by the Contractor or Canada in accordance with the terms of the Old Contract; and

(b) in respect of the New Contract, the Contractor and the Construction Manager each undertake liabilities and obligations towards the other and acquire rights against each other

identical in their terms to the Old Contract (and, for the avoidance of doubt, as if the Construction Manager were Canada and with the Contractor remaining the Contractor, save for any rights, liabilities or obligations of the Contractor or Canada with respect to payments or other obligations due and payable or due to be performed on or prior to the Novation Date).

3. Acknowledgement

The Contractor and Canada acknowledge and agree that the Contract is in full force and effect and that Canada is not in default under any of the terms of the Contract.

4. Representations and Warranties.

Canada makes no representation or warranty and does not assume any responsibility with respect to the legality, validity, effectiveness, adequacy or enforceability of the New Contract or any documents relating thereto and assumes no responsibility for the Contractor, the Construction Manager or any other person or for the performance and observance by the Contractor, the Construction Manager or any other person of any of its obligations under the New Contract or any document relating thereto and any and all such conditions and warranties, whether express or implied by law or otherwise, are hereby excluded.

5. Costs and Expenses.

The parties will each pay their own costs and expenses (including legal fees) incurred in connection with this Novation Agreement.

6. Amendments.

No amendment, modification or waiver in respect of this Novation Agreement will be effective unless in writing and executed by each of the parties.

7. Governing Law.

This Novation Agreement will be governed by and construed in accordance with the laws of Ontario.

IN WITNESS WHEREOF the parties have executed this Novation Agreement on the respective dates specified below with effect from and including the Novation Date.

HER MAJESTY THE QUEEN in Right of
Canada as represented by the Minister of Public
Works and Government Services
Per:

Name:
Title:
Per:

Name:
Title:

I/We have the authority to bind the Corporation CONTRACTOR

Per:

Name:

Solicitation No. - N° de l'invitation

EP760-140543/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

fg354

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

20140543

File No. - N° du dossier

fg354EP760-140543

CCC No./N° CCC - FMS No/ N° VME

Title:

Per:

Name:

Title:

I/We have the authority to bind the Corporation CONSTRUCTION MANAGER

Per:

Name:

Title:

Per:

Name:

Title:

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ATTACHMENTS UNDER SEPARATE COVER

Attachment 1- Draft Schematic design and Report (DFS/Arcop)

Attachment 2- Scheduling Specification

Attachment 3- Prime Consultant Request for Proposal (available for viewing on Buy and Sell under Solicitation # EP764-140495/A)

1 DESCRIPTION OF PROJECT

1.1 SCOPE OF CONTRACT

Public Works and Government Services Canada (PWGSC) is rehabilitating the Government of Canada Conference Centre (GCC) located at 2 Rideau Street in downtown Ottawa.

The services of a Construction Manager will be engaged in order to ensure the Project is delivered on schedule, within the construction estimate, and to the level of quality required for a building of this stature.

In general, the scope of this contract for Construction Management includes Services and Construction.

Services are defined as consisting of Pre-Construction Services, Construction Services, BCC Services and Post-construction Services.

Construction is defined as the work required to deliver a complete project. The CM will initially be contracted under Stage A of the contract (Services and Construction) , to further develop and refine the project as a whole. The implementation of the project will be carried out primarily under Stage B, as an option to the contract (Services and Construction).

Stage A: Services including Pre Construction Services and Construction Services limited to minor work. The required services are listed under Sections 4.1, 4.2, 4.3, 4.4 and 4.5.

Stage A, Preconstruction Services focus on planning and project development for the entire scope of work for the GCC project.

Construction under Stage A is restricted to Minor Works and will include, but not be limited to, mobilization, site preparation, protection and removals of heritage elements and partial selective abatement and demolition. The purpose of the minor works is to advance the project prior to the subsequent Stage B. The minor work shall be undertaken outside and inside the building, in an occupied operational facility.

The duration of this stage is estimated at 8 months and may be reduced or extended prior to triggering the contract Option for Stage B.

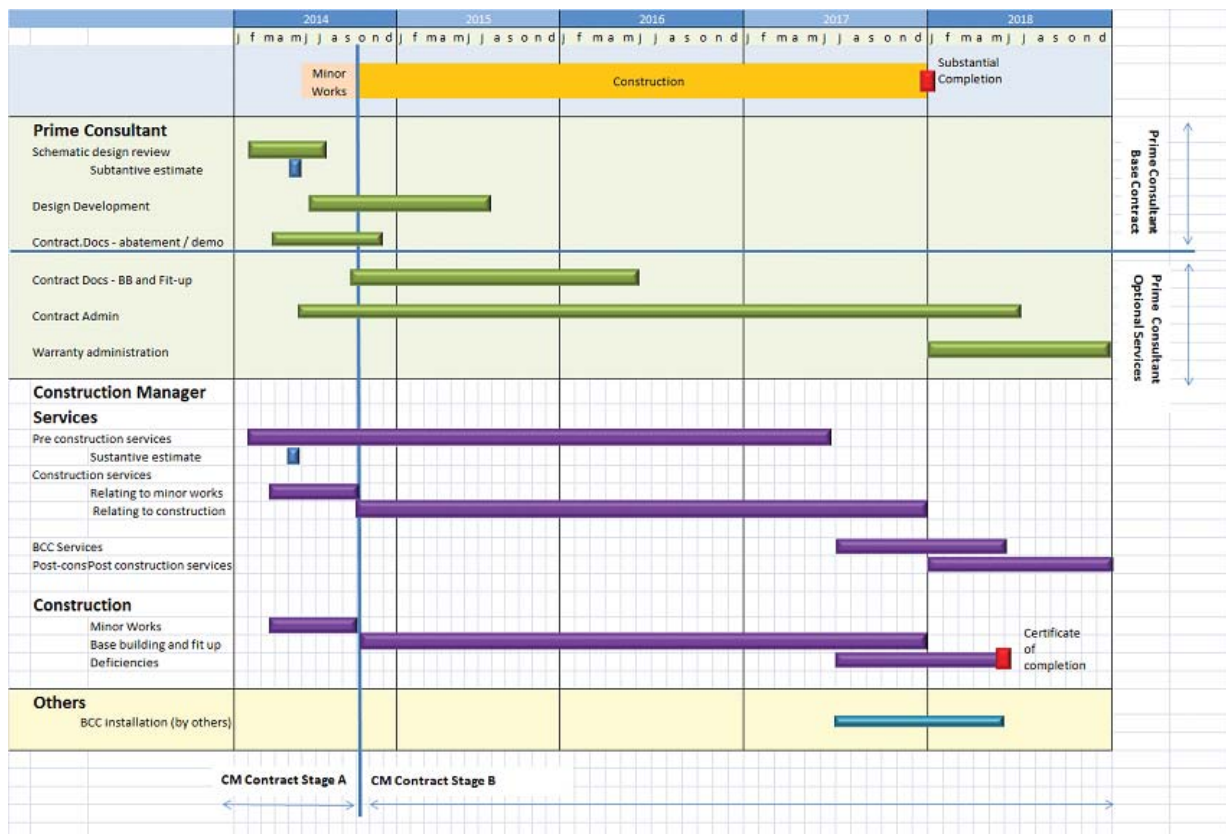
The principal output of Stage A is to confirm the overall project estimate and schedule validation. This output is critical as the basis for a subsequent expenditure approval for the project to proceed to Stage B

Stage B: Services including Pre-construction Services, Construction Services, BCC Services and Post-construction Services for the execution of the balance of the project. Required services are listed under Sections 4.1, 4.2, 4.3, 4.4, 4.5, 4.6 and 4.7. The duration of Stage B is estimated at 51 months in total, which is comprised of 39

months to obtain Substantial Completion, plus 5 months to obtain Certificate of Completion, and a further 7 months to complete Post-Construction Services. Stage B shall be triggered by way of a Contract Amendment which is contingent upon receipt of the necessary Government of Canada approvals and is at the sole discretion of Canada.

Construction in Stage B shall include major works, including base building and fit up, to rehabilitate the GCC for occupancy as described in this RFP. This work shall be undertaken both outside and inside a vacant facility. All ongoing Services and Construction underway, in part, under Stage A shall be transferred under the terms and conditions of Stage B.

Refer to the schedule below which outlines an overview of the services and construction for both stages:



Note: This schedule is provided for illustration purposes only.

1.2 PROJECT INFORMATION

1.1.1	Location of the Project	2 Rideau Street Ottawa, Ontario, Canada
1.1.2	PWGSC Project Number	R.060749.032
1.1.3	Client	PWGSC, Parliamentary Precinct Branch
1.1.4	Departmental Representative	Project Director, Thierry Montpetit
1.1.5	Contracting Authority	Real Property Contracting, Gerald Churchill

1.3 PROJECT DESCRIPTION

1.3.1 BACKGROUND INFORMATION

The Government Conference Centre (GCC) is a classified heritage building that requires major rehabilitation. Currently it functions as a conference facility; the newly rehabilitated building will serve as interim Senate accommodation to allow the Center Block to be renovated.

The GCC is a 101-year old heritage building that has not undergone major work since the 1970s. The need to preserve this heritage building coincides with the need to find an interim home for the Senate. This approach enables the rehabilitation of a deteriorated heritage building while providing a home for Senate functions while the Centre Block is rehabilitated.

The project scope is to rehabilitate the GCC as interim accommodation for key Senate functions including the Chamber, 3 Committee Rooms, Leadership and Legislative functions (equivalent to 21 Parliamentary Office Units - POUs). The construction scope of work includes: abatement and selective demolition, limited excavation, seismic, structural and envelope upgrade, base building systems replacement, IT infrastructure and equipment, security infrastructure and devices, new vertical circulation throughout, new loading dock, interior fit-up, and landscape work.

1.3.1.1 OVERVIEW

The following is a high level overview discussing the various elements of the project; it includes but is not limited to:

Heritage Character Information

The GCC is a Classified Federal Heritage Building because of its historical associations, and its architectural and environmental values.

Historical value:

Originally built as Ottawa's Union Station, the present-day Government Conference Center is one of the best examples associated with the great railway-building era in pre-war Canada, an activity central to the development of Canada's early national unity and prosperity. The building continues to shape the country's political and cultural identity in its role as the Government Conference Center, a location for major national and international conferences. Originally as a port of entry to the Capital and later as a meeting venue, the building has long been associated with many figures of national and international significance. The building strongly depicts several phases of Ottawa's development; such as, its function as a capital city and in the development of the city core.

Architectural value:

The Government Conference Center is an excellent example of the Beaux-Arts tradition, a design favored for this building type. The ordering of both the exterior and the interior are related expressions of Beaux-Arts design principles. Exhibiting the full vocabulary of classical forms, the symmetrical composition, large colonnades and arches of the building's formal entrance and linear facades express the progression of spaces on the interior. As well, the axial symmetry and the progression of the interior spaces, of varying heights and proportions, permit a large, open layout in main spaces. Excellent decorative treatments and materials complement the overall design of the building.

Environmental value:

The Government Conference Center reinforces the present character of Confederation Square in the commercial area of Ottawa's downtown. The building is a familiar Ottawa landmark.

Environmental/Sustainable Development

PWGSC policy requires that rehabilitation projects of Crown-owned buildings meet, at a minimum, Leadership in Energy and Environmental Design (LEED) Silver or equivalent standard. The equivalent will be Green Globes Design for New Buildings and Retrofits and the target shall be a minimum 70% rating.

Hazardous Materials and Demolition

A number of hazardous materials have been identified through various audits of the GCC.

Under Stage A, a pre-construction exploratory openings investigation will be completed by the Construction Manager in early 2014. The information from these site investigations will be used by the Consultant to develop the early tender packages such as the abatement, selective demolition and subsequent related work required under Stage B.

Structural

Like many other heritage buildings, the GCC only partially conforms to the current PWGSC policy for seismic resistance. The seismic reinforcement of the GCC is proposed as part of the holistic rehabilitation and is a requirement of this project.

Mechanical System Replacement and Upgrades

Full replacement of the mechanical equipment and systems will be required for the rehabilitation. An existing constraint is that the steam and chilled water from the Central Heating Plant will be retained for the source of building heating and cooling. However, in the future, the steam system may be changed to hot water, and as a result, all buildings are to be designed to operate on low temperature hot water as well as steam.

The mechanical systems will need to have a level of flexibility to support a wide fluctuation of loads (high diversity factor) in the Senate Chamber and Committee rooms' usage and evolving future uses and occupancies.

The new mechanical systems must be closely coordinated with all other building systems and closely integrated with the heritage character defining elements of the building.

Electrical Systems Replacement and Upgrades

Full replacement of the electrical equipment and systems will be required for the rehabilitation. It is anticipated that the existing electrical vault will remain. The generator will remain in its existing location but will be reinstalled with current seismic requirements. The existing main diesel fuel storage tank is buried outside on the east side in the location of the future service tunnel, the fuel tank and fuel lines will need to be relocated.

Security Work

A Threat and Risk Assessment (TRA) will be undertaken for the GCC by the Client Department to provide information and guidance related to the future security design. Security component pathways, physical and other related security features for the base building and fit-up must be coordinated and fully integrated by the Construction Manager. Physical security for both site and building will be included in Consultant design documents.

Building and Components and Connectivity (BCC)

The Senate will work closely with the Departmental Representative to define the requirements and specifications for all BCC – which includes IT/Multimedia, and Integrated Security Systems, and other BCC components (such as fixtures, furniture and equipment). All Parliamentary Precinct information technology services use a common network infrastructure; this includes the copper/fiber backbone, network switches/routers and access to the exterior. Infrastructure for the connectivity components of BCC will be integrated into the rehabilitation of the GCC.

Existing Building Information

The following provides a summary profile of the GCC Building and history.

Location:	2 Rideau Street
Number of Stories:	6 above grade
Gross Building Area:	12,531 m ²
Proposed Building Use:	Assembly, administration and support services, occupation by the Senate of Canada, staff and the public.
Current Occupancy:	PWGSC administrative, support services and assembly occupancies.
Built:	1909-1912 by <u>Grand Trunk Railway</u>
Architects:	1909-1912: Bradford Lee Gilbert and Ross and McFarlane 1955 Penthouse Addition: 1973 Ground Floor South Addition: Alistair M. Ross Architect 1984 East Stairwell: Otto and Bryden, Architects
Acquired by Crown:	1967
Heritage Designation:	Designated as “Classified” by FHBRO, 1989
Pedestrian Access:	From Rideau Street or Colonel By Drive
Loading:	Access via Colonel By Drive
Parking:	East Parking lot: approximately 10 cars South Entrance circle: 3 reserved parking spots and additional loading parking only.
Vertical Transportation:	2 passenger elevators, 1 dumbwaiter
Construction:	Concrete slab supported by concrete steel beams bearing on interior steel columns and perimeter load bearing brick masonry walls or exterior steel columns
Façade:	<u>Original 1909-1912 Construction:</u> Limestone on granite base <u>1955 Penthouse Addition:</u> Limestone cladding / Brick <u>1973 South Addition:</u> Precast Concrete Cladding <u>1984 East Stair Addition/East Wall repair:</u> Stucco / Precast concrete.
Hazardous Substances:	Asbestos, lead based paint, mercury, possible PCB's, ODS, coal tar, and silica.

1.3.2 CONSTRAINTS AND CHALLENGES

Some of the constraints and challenges of the Work on the GCC Rehabilitation project are noted below but are not limited to, the following:

- The project has limited budget and cost control is one of the key project objectives.
- This project has an aggressive schedule and completion by September 2018 must be met.
- Highly visible project and location with many stakeholders such as PWGSC, Senate of Canada, National Capital Commission, RCMP, City of Ottawa, Federal Heritage Building Review Office, Parks Canada, authorities having jurisdiction, and the general public.
- All workers accessing the building must be cleared to a “Reliability” security level.
- Staging and executing the construction process while maintaining a high level of construction/public health, safety and security.
- Limited site access and difficult site logistics, including the lack of large construction staging areas and parking, and more restrictions during rush hours due to pedestrian access and external vehicular congestion.
- Abatement and Demolition scope requires further definition and is on critical path schedule for advanced implementation.

1.3.3 ESTIMATED CONSTRUCTION COST

The total estimated construction budget for the GCC rehabilitation is \$90 M including contingencies and excluding BCC & HST.

Initially the Construction Manager contract for Stage A work will be awarded at a lower value to provide Pre Construction Services and construction services in connection with minor work.. Minor work is estimated at \$1.8M in hard construction costs.

An additional amount may be added to the contract as an Option under Stage B, which shall cover continued Services and Construction to implement and complete the project. This option may be exercised at any time before the expiry of the Contract by way of a Contract amendment. The option triggering the contract to Stage B is contingent upon receipt of the necessary Government of Canada approvals and at the sole discretion of Canada. The estimated construction cost for the GCC Rehabilitation is shown in table 1.

During Stage B work, PWGSC shall tender the Elevator requirement, and award two (2) contracts: Part A Contract –Supply and Install and Part B Contract- Maintenance Requirements. Part A Elevator Contract shall be novated by Canada to the Construction Manager for execution as part of the work.

Note, other than items needing intricate integration to the building systems, most BCC items will be procured by PWGSC. Payment will be made directly from PWGSC to the

BCC sub-contractors. The Construction Manager will be required to provide on-site coordination and direction of BCC work packages. The estimated value of the BCC work packages procured by PWGSC is \$ 25,000,000.

For construction, the current indicative estimate escalated to the completion of the project (not including HST, risk allowance or professional fees) is as follows:

Class D estimate (summary from the table below)

1. Stage A - Minor work hard construction estimate	\$1,800,000
2. Stage B - Hard construction estimate and cost limit	\$ 90,000,000
3. Building Components and Connectivity budget	\$ 25,000,000
Total Indicative Estimate and Construction Budget	\$116,800,000

Construction and BCC Estimates	Current 000\$
CONSTRUCTION COSTS	
Base Building Rehabilitation	
Abatement & Demolition	5,850
Shell	15,160
Interiors	7,305
Mechanical/Electrical Infrastructure	22,400
Interior Fit-up	12,222
Site	2,557
General Requirements	3,718
Design Contingencies	14,444
subtotal hard construction estimates	
Construction Contingency	8,144
Total hard construction estimates	91,800
BCC & Connectivity	25,000
Total	116,800

Not included in the above Estimate is Construction Management Services, Construction Management % Fees, and Disbursements (including but not limited to Bonding and Insurance costs, and Permits and Fees).

1.3.4 SCHEDULE

Design and construction Work will need to be sequenced and overlapped in order to meet schedule.

The schedule below highlights key estimated milestone dates associated with the GCC Rehabilitation project and reflects an early tender and award of the abatement and demolition.

Stage	Completion Date
Consultant Team Appointment	Feb 2014
Construction Manager Appointment Stage A – Services and Minor works	Feb 2014
Tender and award of first Abatement and Demolition package	Mar 2014
Construction Manager - Confirmation of Project Estimate	May 2014
Building vacated	June 2014
Schematic Design Update	Aug 2014
Exercise Stage B – Services and Construction (Contract Option)	Sept 2014
Design development and Class B Estimate Complete	Aug 2015
Substantial Performance	Dec 2017
BCC completed	June 2018
Certificate of Completion and Warranty Services Begin	June 2018
Client's Commissioning and Office Contents Move	Aug 2018
GCC Operational	Sep 2018
CM Post-construction Services complete	Dec 2018

The Construction Manager must work closely with PWGSC, the Client/Users and the Consultant to reduce the durations set out in this schedule.

Project scheduling must be in accordance with Attachment 2 – *Scheduling Specification*.

1.3.5 IMPLEMENTATION STRATEGY

Implementation Strategy

Schematic Design by Others

In order to accelerate the project schedule, a separate consultant team was engaged by PWGSC to develop a functional program, as well as design options and analysis, including the development of a schematic design in accordance with the Conservation Guidelines and the Functional Program and project requirements. The intent is to provide the Construction Manager with the functional program and the final schematic design documentation.

Abatement and Demolition (AD)

Partial selective demolition, abatement, and protection of heritage elements will be undertaken under Stage A Minor Work. Major abatement and demolition must start as soon as possible in Stage B, and after the building is vacated in June 2014. Immediately after the Construction Management contract award, the Construction Manager (CM) and the Consultant will work together to establish the Abatement and Demolition (AD) program as well as the temporary services requirements.

Base building and Fit-up

A phased design process is required. The construction documents for the base building and fit up will be produced iteratively. While the design development is taking place, certain aspects of the design will have to be accelerated so that construction documents can be produced for those areas that do not require the entire building design to be fully completed such as the building envelope, excavation and backfill. Consequently the construction documents for the foregoing work can be developed tender ready to allow construction to continue.

While the construction documents are being developed iteratively, the Consultant will sequentially release to the CM, approximately twenty (20) construction documents issues, for tender, to optimize construction schedule. This excludes the tender packages required for Building Components and Connectivity (BCC). A proposed sequence for the release of construction documents tender ready is shown below but will be tailored and timed by the CM in consultation with the Consultant.

As a minimum, expect to issue construction documents tender ready for the following work:

- Demolition and abatement
- Excavation and backfill
- Exterior site work and Landscaping
- Site services
- Structural including concrete/structural steel/rebar and wire mesh
- Mechanical
- Controls
- Pre-purchase of key mechanical and electrical equipment
- Electrical
- Building envelope and roofing
- Masonry
- Frames, doors and hardware
- Interior finishes
- Millwork, fittings and equipment
- Heritage trades (various issuances of construction documents)
- Elevator modernization and install (Novated Contract)

Novation

During Stage B, PWGSC shall tender the Elevator requirement, and award two (2) contracts consisting of Part A Contract: Supply and Install and Part B Contract: Maintenance Requirements. Part A of the Elevator Contract shall be novated to the Construction Manager for execution of supply and install of new elevators as part of the cost of Work, while Part B shall remain with PWGSC and commence after completion of the GCC Rehabilitation project.

As the design progresses, the Construction Manager shall review the design documentation to ensure tender-ability, improve constructability and reduce the cost of construction.

2 ROLES AND RESPONSIBILITIES

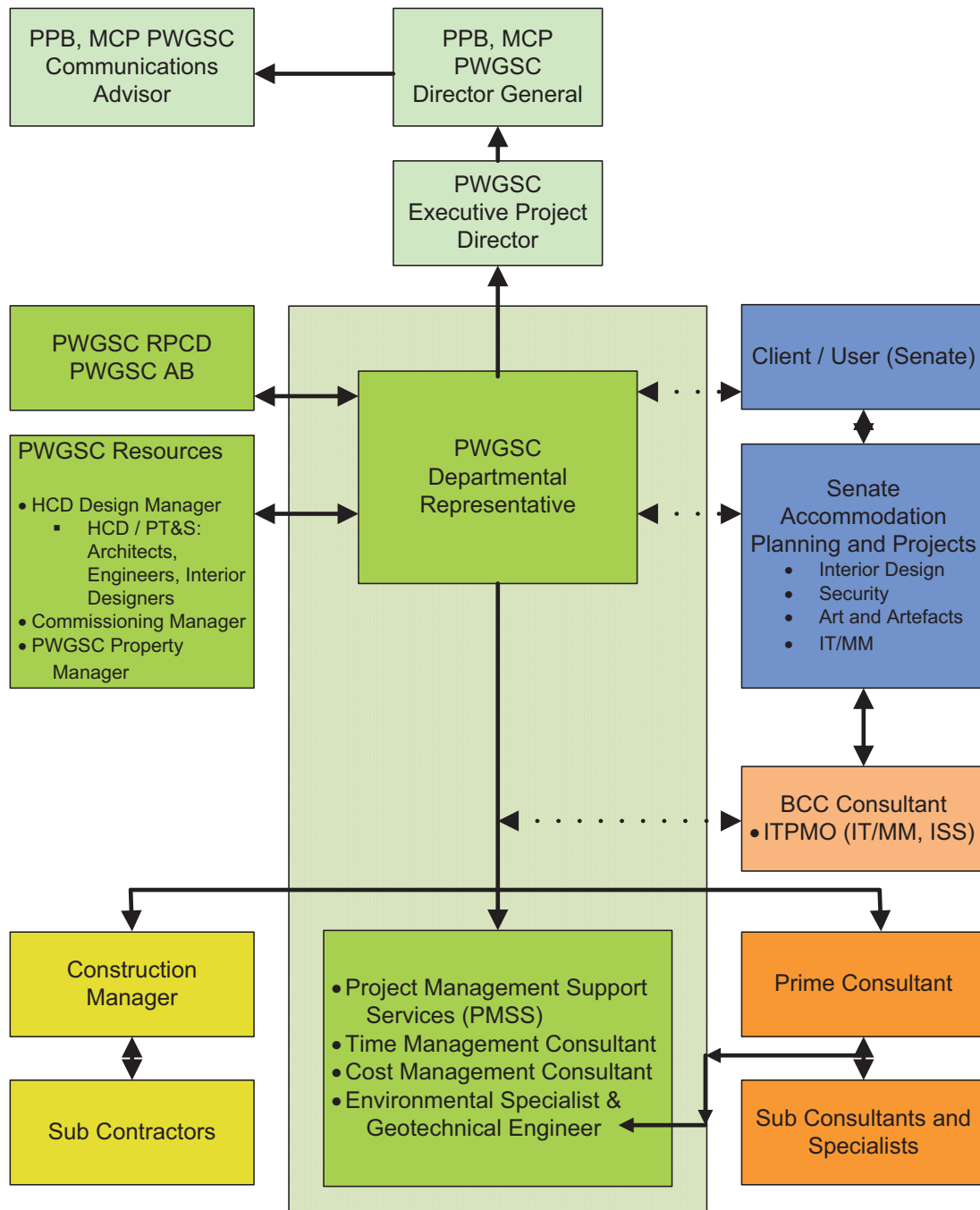
Roles and responsibilities apply throughout Stage A and Stage B.

2.1 PWGSC

This project is to be managed and implemented in a collaborative manner. All members of the Project Team are required to work cooperatively at every stage of the design and construction process. Under the leadership of the PWGSC Departmental Representative, all team members are responsible for establishing and maintaining a professional and cordial relationship.

The Project Team refers to the key representatives, involved in coordinating and delivering this project. The PWGSC Departmental Representative leads the Project Team, with membership representing those responsible for project implementation.

The following chart identifies the organizational relationships. Authorities Having Jurisdiction are not indicated. Solid lines indicate functional reporting relationships. Dotted lines indicate project communication relationships. Note, the chart below is included for illustrative purposes only and does not supersede Section 2.1.1, 2.2, 2.3, 2.4, 2.5, 2.6 and 2.7.



Note: This chart provided for illustration purposes only.

2.1.1 ROLES OF THE PWGSC PROJECT TEAM AND THE CLIENT/USER

2.1.1.2 PWGSC DEPARTMENTAL REPRESENTATIVE

The PWGSC Departmental Representative (DR) is responsible for managing the CM's Contract. The DR will assign Project Managers to oversee portions of the Project and this Contract. The Consultant reports to the PWGSC DR.

The PWGSC DR:

- Is directly concerned with the Project and is responsible for its progress.
- Liaises with the Senate and PWGSC, obtains their requirements, and conveys these requirements to the Consultant and as required to the Construction Manager.
- Is the technical authority for the Construction Manager's contract. Is the official conduit for the exchange of information between the Construction Manager, and PWGSC, the Senate, and the Consultant.
- Coordinates the approvals of all design and Contract Documents and conveys approval or disapproval to the Consultant.

2.1.1.3 PWGSC CONTRACTING AUTHORITY

The PWGSC Contracting Authority (Real Property Contracting Directorate) is responsible for the establishment of the Construction Management agreement, its administration including Contract Amendments, and any contractual issues related to it. The PWGSC Contracting Authority will at times attend and participate in Construction Management Meetings.

2.1.1.4 PWGSC TECHNICAL RESOURCES

The Architectural and Engineering Resources, as well as the Heritage Conservation Directorate (HCD) and Quality Assurance Team, are members of the PWGSC Technical Resources Team. The HCD and Quality Assurance Team provide expert advice and quality assurance for key architectural, conservation, engineering, and interior design professional disciplines including design reviews to ensure technical requirements are suitably defined and incorporated through all phases of research, planning, design, and implementation. The HCD and the Quality Assurance Team will participate regularly in design phases and will review Construction Documents. During construction, the technical resources may attend Construction Management meetings and field review on an ad hoc basis to advise the PWGSC Project Manager.

2.1.1.5 PWGSC COMMISSIONING MANAGER

The PWGSC Commissioning Manager represents the Client/Users, Project Manager's, and Property Manager's interests and maintains overall responsibility for representing PWGSC in the commissioning process. The PWGSC Commissioning Manager is responsible for overseeing all commissioning activities during the development, design, implementation, and post construction stages of the project, assuring that all program issues are addressed. Responsibilities include the review and input into the approval of commissioning schedule, approval of commissioning reports, and certification of final completion and input to the evaluation report. The Commissioning Manager will review O&M reports, commissioning specifications, training, and performance verification procedures at all stages of the project and will ensure all O&M aspects are addressed.

Throughout the project, the Construction Manager will work closely with the PWGSC Commissioning Manager. Reporting to the PWGSC DR, the Commissioning Manager will review and approve all documentation at all stages of the project delivery and will monitor all commissioning activities, including the accuracy of reported results and manuals produced by the Consultant and Construction Manager.

2.1.1.6 PROJECT MANAGEMENT CONSULTANTS ENGAGED BY PWGSC

PWGSC has engaged the services of 3rd party project management support services in the following areas of expertise:

- Project Management
- Project Scheduling
- Project Cost Control

These consultants report directly to PWGSC. In the case of the Schedule and Cost consultants, they are often required to provide a third party challenge function and advisory services to PWGSC at the individual project level. The Project Management Support Services consultant will be directly involved in the day-to-day management of this project.

2.1.1.7 PWGSC SENIOR COMMUNICATIONS ADVISOR

The Senior Communications Advisor is the PWGSC representative responsible for all communications requirements and activities including contact with the media and the public.

2.1.1.8 PWGSC PROPERTY MANAGER

The PWGSC Property Manager is responsible for building operations and management. The Property Manager and members of the Buildings in Transition Team (BIT) are present on the Project Team to ensure facility management requirements are identified

and incorporated into the project. The Property Manager and BIT team will play a very active project role during project commissioning and turn over.

2.2 CLIENT DEPARTMENT

The Senate, as PWGSC's client, has the role of providing the following:

- Design development approval
- Quality reviews and acceptance

Senate's Technical Specialists will work closely with the Departmental Representative to define the requirements and specifications for all Building Components and Connectivity (BCC) fit-up and BCC commissioning. The Senate will assign an on-site manager/representative/project officer for connectivity, multimedia and integrated security systems as the Technical Specialist, inspecting and certifying work as it progresses. BCC components include what is commonly known as furniture, fixtures and equipment, including security equipment. BCC Connectivity includes substantial information technology (IT) equipment and systems, multi-media (MM) equipment and systems, and integrated security equipment and systems (ISS) – collectively referred to herein as IT/MM/ISS. The Senate Technical Specialists will, in their role for BCC:

- Oversee the design of BCC components and equipment;
- Facilitate the BCC process and create an effective on-site reporting tool, which increases effectiveness of response to site issues;
- Support PWGSC procurement processes, defining and validating BCC requirements;
- Coordinate with the Consultant for the integration of BCC infrastructure into the base building and fit-up;
- Validate through weekly on-Site inspections and related reports that the Work and the BCC fit-up complies with technical requirements and standards; and
- Participate in the commissioning of BCC equipment and components.

2.3 OTHER GOVERNMENT DEPARTMENTS

There may be numerous representatives of Other Government Departments (OGD's) involved in the Project such as Human Resources and Skills Development Canada (HRSDC), RCMP, City of Ottawa, and NCC, among others. OGD Representatives and PWGSC may require separate meetings with the Construction Manager to review specific issues. OGD's Representatives will:

- Be responsible for functional issues on the project related to their respective organizations.
- Have input to functional and operational design requirements.
- Provide assurance that:
 - The OGD program requirements are thoroughly understood by all
 - The functional and operational requirements are met
 - OGD approvals, as required, are signed off

2.4 CONSULTANT

A Consultant will be retained by PWGSC to prepare detailed design and construction documents for this Project. The team includes the prime consultant, sub consultants, and specialists with extensive relevant experience capable of providing all of the required professional services for the Project.

The Consultant and its team are responsible for, but not necessarily limited to:

- Completing the design for the Work and for coordinating and directing the work of sub consultants and specialists.
- Preparing and assembling the construction documents for sequential tendering by the Construction Manager.
- Preparing design level Cost Estimates.
- Providing Input into the Risk Plan.
- Providing construction administration services during construction.
- Providing construction administration services related to the preparation and estimation of changes, verification of progress billings and recommendation to the Departmental Representative of acceptance of the Work.
- Cooperating with the Construction Manager, the Senate, and PWGSC. Participate in actions to ensure that the Project remains on track should budget overruns or delays occur.
- Providing general field review services for quality control and responding to Site conditions/issues.
- Defining commissioning procedures and confirming that performance requirements have been met; verifying operating manuals, and ensure that record drawings are provided and are accurate; participate and provide updates in coordination meetings organized by the Construction Manager.
- Providing warranty period services.

Refer to the *Prime Consultant Terms of Reference* document, available to bidders through the link provided in this RFP, for a full description of consultant services.

2.5 PROVINCIAL, MUNICIPAL AND OTHER AUTHORITIES HAVING JURISDICTION

Although the Federal Government is not formally subject to jurisdictions at other levels of government, voluntary compliance with the requirement of these other Authorities is a requirement unless otherwise directed by the Departmental Representative. Codes, regulations, by-laws and decisions of authorities identified herein as having jurisdiction shall be observed.

- In areas of conflict between authorities, the Federal authority prevails.
- In areas of conflict between codes, standards and regulations, the most rigid requirements shall be adhered to.

- The Construction Manager shall identify other jurisdictions appropriate to the project.

2.6 PROVINCIAL ACTS, REGULATIONS, STANDARDS AND INSPECTIONS

The Federal government does not defer to provincial and municipal authorities, except for specific regulations, standards, and inspections noted below. Unless directed otherwise by the Departmental Representative, the Construction Manager shall:

- Adhere to all applicable provincial Construction Health and Safety Acts and regulations in addition to the related Canada Occupational Safety and Health Regulations
- Adhere to the requirements of the Province of Ontario for:
 - Employment Standards
 - Construction Safety
 - Designated Substance Management
 - Workers Compensation
- Adhere to the requirements of the governing authority for:
 - Building Discharges into the air, water and ground
 - Disposal of Designated Substances including Asbestos
- Adhere to Municipal By-laws, Regulations, Standards and Inspections
- Make preliminary municipal submissions at stages required by the City of Ottawa.
- Provide all required supporting documentation for permit applications.
- Apply for, and obtain, all permits and approvals necessary for the work, including, but not limited to, Building, Electrical, and Plumbing Permits.
- Resolve all Building Permit related issues, with support from the Consultant as may be required.
- Provide fire safety equipment and access for fire-fighting services, as required by the city.
- If required, apply for an Occupancy Permit and co-ordinate the resolution of all outstanding issues related to obtaining the permit.
- Provide Municipal authorities with access to the site as required and arrange for inspections of the construction work by the City or governing utility officials.
- Adhere to any other required authorities as directed by Departmental Representative in spirit of voluntary compliance.

2.7 CONSTRUCTION MANAGER

The Construction Manager leads the construction team, which comprises of its own workforce and all construction sub-trades retained by the Construction Manager. With the notable exception of the elevator and BCC contracts, tendering and award of the multiple construction trade packages is the responsibility of the Construction Manager.

The Construction Manager acts as Constructor in charge of a single integrated construction site. Construction site health & safety rules are established and enforced by the Construction Manager. All individuals working on site, including project team members, novated contractors, and BCC contractors must respect these health & safety rules and will be required to follow a site induction before being permitted access to site.

The Construction Manager formally reports to the Departmental Representative in all matters. The Construction Manager will also form part of the Integrated Design Team and will participate in design meetings, provide constructability advice, and provide recommendations for construction phasing and tender package sequencing.

The Construction Manager shall be contracted directly with PWGSC to provide the Services and Work described in this Request for Proposal (RFP). The Construction Manager will coordinate and cooperate with all members of the Project team.

The Construction Manager is responsible to:

- Provide all necessary personnel to perform the Services and duties for the Project, either by assignment of Construction Manager qualified staff or by engagement of services contracted directly to the Construction Manager.
- Ensure continuity of key personnel and maintain a dedicated working team in accordance with their proposal for the life of this project.
- Have an in-depth understanding of the project requirements, including scope, budget, and schedule objectives and all their obligations as described in this RFP.
- Work constructively to ensure a collaborative and cooperative team approach with knowledgeable and timely input and contribution by all project team members.
- In cooperation with the Consultant, ensure at all times the design solution and construction is maintained within the accepted cost objectives of the project.
- In cooperation with the Consultant, ensure at all times the design solution and construction can, and is, undertaken within the fixed schedule objectives of the project.
- Organize ongoing coordination meetings and interference meetings with team members.
- Perform the services described in Section 4.

3 PROJECT ADMINISTRATION

3.1 SUBMISSIONS TO PWGSC

Provide three (3) paper copies in a size/format suitable for easy reading/understanding of the information being conveyed, plus one (1) electronic copy in unprotected native format and one (1) electronic copy in portable document format (*.pdf), unless otherwise specified.

3.2 ELECTRONIC COMMUNICATIONS

All Team participants including PWGSC, Consultants and Construction Manager must be able to communicate electronically by e-mail.

Acceptable software is:

For written reports and studies:	MS Word (*.doc)
For Spreadsheets and budgets:	MS Excel (*.xls)
For Presentations:	MS Power Point (*.ppt)
For Schedules:	Primavera P6
For Drawings:	AutoCAD (*.dwg)
For Specifications:	MS Word
For Web	Adobe PDF, HTML, Macromedia Flash

3.3 LINES OF COMMUNICATION

Distribute all correspondence related to this project as directed by the Departmental Representative. Do not correspond directly with the Senate or others unless directed by the Departmental Representative. Develop a communication protocol to be approved by the DR and incorporate into the Project delivery.

All communications must carry the Contract name/number, PWGSC Project title and PWGSC Project number. The date format will be yy-mm-dd.

3.4 MEDIA RELATIONS

Ensure that no personnel from either the Construction Manager's firm, or from the Construction Manager's Subcontractors, communicate with the media unless requested to do so by the Departmental Representative. If contacted by reporters, or others, refer the inquiring party to the Departmental Representative immediately. Do not publish, or agree to have published, information on this Project or this Contract without the prior written approval of the Departmental Representative.

3.5 PUBLIC RELATIONS

Because of the location and historical significance of this building, there will be a requirement to communicate the progress of construction to Canada. The Construction Manager will be required to coordinate any communications activity on site and enforce health and safety regulations for any communications staff or visitors working or visiting the construction site.

The Construction Manager may engage a communication subcontractor only under direction of the Departmental Representative. Fees associated with communications will be reimbursed to the Construction Manager as part of the disbursements to this Contract. Any subcontracts between the Construction Manager and a communications firm must provide for Canada's ownership in any copyright created or developed pursuant to said contracts.

4 CONSTRUCTION MANAGEMENT REQUIRED SERVICES

Construction Management Required Services apply throughout Stage A and Stage B, unless otherwise specifically indicated.

4.1 GENERAL REQUIREMENTS

The Construction Manager as an expert in matters of construction will provide strategic advisory services to Public Works and Government Services Canada (PWGSC) and the Consultant throughout the implementation of the Work, including integration of Building Components and Connectivity (BCC) into the project.

In addition to the Required Services outlined in this section, the requirements as outlined in Section 3. Project Administration, are to be included herein as Required Services.

4.2 PROJECT RESPONSE TIME

It is a requirement of this project that the key personnel of the Construction Manager (all site superintendents and project managers) are personally available to attend meetings or respond to inquiries promptly. During the project, the Construction Manager's Key Personnel shall be:

- 1) Available to attend meetings and respond to inquiries within one working day notice
- 2) Able to respond to emergencies within one (1) hour, including those occurring during off-hours and on weekends/ holidays.

4.3 SUMMARY OF SERVICES

PWGSC will contract with the Construction Manager to deliver the following services including, but not limited to:

- Advisory and support services
- Project Administration
- Work Packaging
- Cost Management
- Time Management (Scheduling)
- Risk Management
- Scope Control and Management
- Quality Control & Quality Assurance
- Commissioning (3rd party)
- General Contractor Services

- For Stage A Minor Work, staffing and site facilities shall suit work requirements. Site facilities are limited due to building occupancy. For Stage B, full time site staff and site facilities are required and work shall proceed in a vacant building.
- Function as Constructor including coordinating Subcontractors retained by the Construction Manager and by PWGSC and ensuring the protection of the general public on or near the site.
- Subcontract construction Work using competitive bidding processes, with prequalification when warranted, as outlined in these Terms of Reference.
- Pre-purchase key materials as needed.
- Site logistics coordination
- Mechanical & electrical interference coordination drawings
- Under Stage B only, Building Components and Connectivity (BCC): Constructor role & on-site coordination and direction.

4.4 PRE CONSTRUCTION SERVICES

Pre Construction Services applies equally throughout Stage A and Stage B, unless otherwise specifically indicated.

4.4.1 COST SERVICES

Cost control requirements are a major driver for the GCC rehabilitation project. Planning and controlling cost is a continuous interactive and iterative process involving planning, action, measurement, evaluations and revision.

Construction Manager shall provide an Estimator who is fully conversant with all aspects of construction cost estimating as well as the use of Cost Analysis, Risk Analysis, Life Cycle Costing and Value Engineering/Management techniques including the CIQS Elemental Format estimating (as used by the Prime Consultants cost consultant), Trade Format estimating and be comfortable in reconciling estimates presented in differing formats. The Construction Manager's estimator must be completely conversant with local construction economy and market conditions.

Note, during design development, a Consultant will be responsible to develop a Class C (updated version), Class B, and Class A estimate. The Construction Manager shall be responsible to complete an independent analysis to validate the Consultant's submittals and provide advisory services to mitigate construction estimates outside project budget constraints.

The Construction Manager shall provide costing and cost control services for all aspects of the Project and Work from contract award through to the completion of the Project:

- 1) Complete an independent estimate at a substantive level based on the updated schematic design. Submit to the Departmental Representative. Reconcile with Consultant estimate and comment on project budget.
- 2) Complete and update estimates during 50 % and 100 % design development, and

at 66 % construction documents for each construction document package. Report in writing any significant variances from the estimates prepared at schematic design. Reconcile with Consultant estimate.

- 3) Submit a Class A estimate for each tender package issue and consolidate within overall construction estimate.
- 4) Submit monthly cost reports.
- 5) Establish a cost control program and prepare and keep an updated projected cash flow for the Project, based upon reconciled estimates.
- 6) Within the limits of the Estimated Construction Cost, establish estimates for Work packages, as well as make and document assumptions for Work not yet defined. Submit to the Departmental Representative for review. Update and refine the estimates for the approval of the Departmental Representative. The intent is to ensure that at all times during the Project, a comprehensive construction estimate is in place which includes all aspects of the Project, even those which are not fully developed and/or which have not yet been assigned to any specific Work package.
- 7) Co-operate and coordinate all budget and estimating information with PWGSC's Cost Specialist retained by Departmental Representative as an independent, third party Professional Quantity Surveyor, and respond to questions by the Cost Specialist.
- 8) Reconcile estimates with estimates from PWGSC's Cost Specialist, to the approval of the Departmental Representative.
- 9) Discuss with the Departmental Representative and the PWGSC's Cost Specialist such matters as inflation, trade settlements, market conditions, risk contingencies and the like. Such discussions shall be considered to form part of the cost estimating process. Document allowances arising as part of the cost estimates.
- 10) Review all information provided and visit the Work as required throughout the course of Project in order to become knowledgeable and familiar with the Site conditions, Site access, on-Site progress, etc. Analyze local labour and material supply conditions, local bidding practices and competition, in order to establish pricing levels. A written monthly report detailing this reconnaissance activity is required.
- 11) Inform the Departmental Representative and Consultant in writing immediately of any project specific issues arising. Recommend actions to ensure the Project remains within the estimated Construction Cost.
- 12) Incorporate into cost estimating process and cost estimates a broad range of cost techniques, especially the following:
 - a) Risk Analysis: All construction estimates (except the final pretender estimate) shall include and identify design, estimating, inflation escalation and currency exchange risk allowances as are deemed necessary in light of the current information available.
 - b) Life Cycle Costing: Advise the Consultant of the life cycle cost information

for alternative materials, methods and systems. Use all available information to ensure that the Project Estimated Construction Cost (upon which design and construction decisions will be made) is respected.

- c) Cash Flow: Provide and maintain an accurate monthly cash flow for the Work, based upon the Project Schedule and the current estimate at each stage. The Construction Manager shall have the ability to forecast project expenditures to end of each fiscal year. The Construction Manager shall implement an effective system to ensure the yearly forecasts (and variances) are as accurate as possible. Accurate yearly expenditures forecasting is a key component to the cost services deliverables. The cash flow expenditures shall be detailed and broken down with key line items as agreed with the Departmental Representative for a monthly review. Refer to 4.4.1.1 for the allowable variances in forecasting project expenditures.

4.4.1.1 COSTING SERVICES DELIVERABLES

The Construction Manager shall;

- 1) Complete an independent estimate at a substantive level based on the updated schematic design during Stage A Services. Submit to the Departmental Representative. Reconcile with Consultant estimate and comment on project budget. This estimate is to address all elements of the Work including the Work to be undertaken in both Stage A and Stage B.
- 2) Prepare a draft cost report and submit to the Departmental Representative for review and acceptance within 6 weeks of contract award to establish the content and format of the monthly reports going forward. Revise as required incorporating comments of the Departmental Representative. The draft report will include the initial breakdown of the construction budget identifying a budget for each tender package, the Construction Management fees and a single separate line for the construction contingency.
- 3) Submit a monthly report outlining the costing activities during the previous month, highlighting any areas of concern and new information received etc., along with forecast and proposed construction estimate revisions and changes to construction contingencies. Include, as separate cost categories, the Construction Manager's fixed fee and percentage fee. The monthly report shall conform to the format approved by the Departmental Representative.
- 4) Each monthly report shall be based on the previous report and will provide the Departmental Representative with up to date information on all aspects of the construction estimate and the Construction Manager's fees. Indicate all costs committed and expended to date. Identify for each Work package, the original estimate amount, the contract amount, the contingency, the breakdown and total of approved change orders, estimated amounts on contemplated change orders, the revised contract amount, the total cost anticipated and the cost to complete the Project. The Construction Manager shall be prepared to sequence work with PWGSC funding approval. No acceptance or approval by PWGSC, whether

expressed or implied shall be deemed to relieve the Construction Manager of its professional or technical responsibility for the Construction Manager's estimates and monthly reports. Neither does acceptance of an estimate by PWGSC in any way abrogate the Construction Manager's responsibility to maintain the Estimated Construction Cost throughout the life of the Project and to recommend corrective action should the lowest acceptable bid, for any Work package, differ significantly from the approved estimate.

- 5) The monthly costing report from the Construction Manager will contain as a minimum:
 - a) Narrative including inclusions and exclusions.
 - b) Elemental or other format Estimate Summary.
 - c) Estimate Back-up Detail.
 - d) Basis for escalation, inflation and contingency calculations.
 - e) Detailed measurement and pricing.
 - f) Outline description of estimate basis.
 - g) Description of information obtained and used in the estimate.
 - h) Listing of notable exclusions; listing of items/issues carrying significant risk;
 - i) Reconciliation against last submission.
 - j) Cash Flow updates.
 - k) An exception section including sufficient description and cost detail to clearly identify:
 - i) Scope Change: Identifying the nature, reason and total cost impact of all identified and potential Project scope changes affecting the Estimated Construction Cost.
 - ii) Cost overruns and under runs: Identifying the nature, the reason and the total cost impact of all identified and potential cost variations.
 - iii) Options enabling a return to the Estimated Construction Cost: Identifying the nature and potential cost effects of all identified options proposed to return the Project within Estimated Construction Cost.
 - iv) Contingency management report
 - l) Cost of forecasted final subcontract amounts
 - m) Summary identifying committed & uncommitted funding
 - n) List of change notices for each subcontract
 - o) List of change orders for each subcontract
 - p) Any other relevant information

4.4.1.2 FORECASTING OF EXPENDITURES

When submitting monthly reports, accurate forecasting shall be of prime importance. Accuracy, predictability and stability of the forecast, both multiyear as well as monthly within the current year, cannot be overstated. The Construction Manager shall forecast yearly expenditures within 20 % of actual total expenditures calculated end of March of the same fiscal year. On December 1 of each year, the Construction Manager shall

forecast current year expenditures to end of fiscal year within 5 % of actual expenditures calculated end of March of the fiscal year. The calculations of the variance shall start 4 months from Contract award to allow the Construction Manager to mobilize and understand the details of the project scope.

4.4.2 TIME SERVICES

Schedule requirements are another major driver for the GCC rehabilitation project. Planning and scheduling is a continuous interactive and iterative process involving planning, action, measurement, evaluations and revision.

The Construction Manager shall employ an experienced scheduling resource fully conversant with all aspects of project planning, scheduling and construction sequencing. The scheduling resource must use the latest version of Primavera software. The scheduling resource will play a major role in the development and monitoring of the Construction. The Construction Manager shall provide scheduling services from award of the Contract, through construction, commissioning and BCC fit-up, including the warranty period. Coordination, consultation, review, approval of all BCC processes with and by the Senate are to be integrated throughout all aspects of the planning and Scheduling.

PWGSC has retained an independent, third party planning and scheduling consultant (referred herein as the Time Specialist) to assess all Schedules and to develop a Client Master Schedule trending analysis. Co-operate and coordinate all planning and scheduling information with PWGSC's Time Specialist and respond to questions by the Time Specialist. Update the Project Schedule as required reflecting PWGSC's Time Specialist comments.

The Construction Manager shall:

- 1) Prepare, monitor, update and maintain the overall Project Schedule for the duration of the Project. A master schedule is required 30 calendar days from Contract award for review and acceptance.
- 2) Following consultation with the Project team, incorporate the sequence and timing of the required basic program decisions, including design time, documentation, bid calls, bid evaluations, subcontract awards and on-Site construction activities and commissioning, BCC fit-up and commissioning into the Schedule. The Construction Manager shall also revise, monitor, update and submit the Project Schedule by end of each month for review.
- 3) Finalize the Project Schedule for the approval of the DR and estimate the manpower requirements for each Work package. Break down the Schedule into individual networks and tasks for each package of Work in the Project. Indicate the sequence and timing for the construction operations, BCC fit-up and the milestone completion dates for the Work packages.
- 4) Identify items or processes where long lead times are required and that could jeopardize the Project. Pre-purchase items (material, machinery, equipment,

supplies) and implement procurement methodologies to ensure timely delivery to meet the Schedule and cash flow requirements. Assess the risk to the Project Schedule for late deliveries.

- 5) Under Stage B only, identify and implement methodologies aimed at mitigating and minimizing the impact of construction activities on BCC fit-up and ongoing PWGSC operations.
- 6) Provide cost loading on the schedule and operate a system of earned value management.

4.4.2.1 TIME SERVICES DELIVERABLES

The Construction Manager shall:

- 1) Prepare, revise, monitor and update a detailed schedule in accordance with the Scheduling Specification, provided herein as Attachment 2.
- 2) Respond to comments from the Departmental Representative or the Time Specialist and update the Schedule accordingly.
- 3) Upon review and acceptance of the Schedule, monitor changes to the Schedule bi-weekly or more often when required, and submit written monthly reports to the DR on any deviations from the Work Schedule.

4.4.3 RISK MANAGEMENT SERVICES

The Construction Manager shall provide support to the Departmental Representative in identifying risks throughout the Project life cycle, providing input and assessment of the Project risk plan. Provide the Departmental Representative written comment on the Project risk plan at each stage of the Project. The Construction Manager shall:

- 1) Review, comment and advise on the PWGSC risk management plan.
- 2) Participate in eight risk management sessions organized by the Departmental Representative on an anticipated twice annual basis. All Construction Manager Project Managers and site superintendent(s) shall participate in each risk sessions. Allow a full day for each risk session.
- 3) Advise on project risks specific to the project and recommend mitigation options to the Departmental Representative.
- 4) Identify risks that are no longer relevant.
- 5) Implement a claims avoidance program.

4.4.3.1 RISK MANAGEMENT SERVICES DELIVERABLES

The Construction Manager shall provide a narrative update of Project risks in each monthly report.

4.4.4 QUALITY CONTROL & QUALITY ASSURANCE

4.4.4.1 DEFINITIONS

Quality Assurance (QA) is set of activities whose purpose is to demonstrate that an entity meets all quality requirements. This is done by adopting a standard set of process and QA techniques like review, training, facilitation etc. it can be termed as defect prevention. Quality control is set of activities whose purpose is to ensure that all quality requirements are being met. This is defect detection, and done by testing. Quality Control is mainly an inspection function. Quality assurance is an audit function.

4.4.4.2 QUALITY CONTROL AND QUALITY ASSURANCE SERVICES

The primary responsibility for construction quality control remains with the Construction Manager. The Work must meet the design and operational intent and criteria. The Construction Manager's continuous adherence to quality management of the entire construction process throughout all aspects of construction is of the utmost importance. The significance of this issue cannot be understated.

The Construction Manager shall:

- 1) Develop a Quality Management System to ensure that the specified quality standards for the Project are achieved.
- 2) Apply rigorous quality assurance reviews during the design and construction phases, including participation in reviews of the systems, components, construction tools and techniques of the proposed design.
- 3) Be responsible for ensuring that the Construction Manager's Subcontractors adhere to:
 - a) Best industry practices and standards following the requirements of the Construction Documents.
 - b) Professional conduct in all phases of the project, employing best practices for budget, schedule, quality, and scope management,
- 4) Work cooperatively to:
 - a) Adopt good project delivery processes such as Risk Management and advising on methods to obtain best value,
 - b) Ensure that all Health, Security and Sustainable Development issues are properly adhered to.
- 5) Actively document non-compliance. Monitor and follow-up on the Work. Do not rely solely upon the Consultant to document non-compliance with the design, but rather take a leading role in managing the Subcontractors and their Work, establishing a quality management database to ensure all construction issues, observations and reports are recorded and closed out, completely and correctly, to the approval of the Departmental Representative.

- 6) Establish, monitor, update and report on a quality management database specific to this Project. Inputs to the database will come from PWGSC, the Senate, the Consultant team, Construction Manager's team daily Site observations, etc. Output from the database will go to Subcontractors, suppliers, BCC contractors and suppliers, as required, the Consultant and the Departmental Representative. All quality issues are to be addressed promptly, to ensure the pace of construction is maintained without the need for rework of the Work.
- 7) Pay attention to the acoustic performance of walls, doors and wall penetrations. This is of the utmost importance in the construction of Parliamentary office units (POU's) enclosures, committee and support room enclosures and meeting rooms. This is not a typical office wall construction project. The acoustic partitions work will be carried out in sequence and at every activity, a joint formal inspection is carried out with all stakeholders. Also refer to Section 4.5.3 – Interference Drawings.
- 8) The Construction Manager shall provide a resource responsible for Quality Management who is responsible for:
 - a) Day-to-day execution of the Quality Plan – architectural, mechanical, electrical and structural components and systems;
 - b) Working with Subcontractors to explain the nature of the Quality Plan and their role in it and ensuring quality workmanship on Site;
 - c) Maintaining quality records on Site including:
 - i) Inspections and tests reports;
 - ii) Non-conformance reports; and
 - iii) Corrective actions reports and sign offs.
 - iv) Facilitating quality inspections by the Departmental Representative, the Senate Technical Specialist (for BCC only) and the Consultant;
 - d) Reporting to the Contractor's project manager on the quality process for the Project.

4.4.4.3 QUALITY CONTROL AND QUALITY ASSURANCE DELIVERABLES

The Construction Manager shall prepare and submit to the Departmental Representative (within five (5) weeks of award of contract) a Quality Control and Quality Assurance Plan including, but not limited to:

- 1) Description of the processes and techniques that should be used and when they should apply.
- 2) Identification and definition of key activities and deliverables.
- 3) Description of internal controls.
- 4) Methodologies and procedures to be utilized to deliver a high quality facility.

- 5) Frequency of QC/QA checks.
- 6) Deliverable verification plan.

The Construction Manager shall provide on a monthly basis an updated quality log indicating what was inspected and when, what was determined to be of insufficient quality, whose responsibility it is to repair, when the re-inspection will take place and verification the work is done.

4.4.5 CONSTRUCTION MANAGER'S HEALTH AND SAFETY PLANNING AND IMPLEMENTATION

4.4.5.1 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager shall assume the role of "Constructor" as defined in the Occupational Health and Safety Act and Regulations for Construction Projects (Revised Statutes of Ontario, 1990 Chapter O.1, as amended) and be fully responsible for ensuring compliance with OSHA for all aspects of Project's construction.

- 1) Further, the Construction Manager shall comply with and enforce the requirements of:
 - a) The National Building Code of Canada 2010 (NBC), Part 8 Safety Measures at Construction and Demolition Sites and Provincial Regulations for Construction Projects.; and
 - b) The Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials, as well as, and labelling and the provision of Material Safety Data Sheets (MSDS) acceptable to Human Resources and Skills Development Canada Labour Program.
 - i) Ensure that all designated hazardous materials are properly treated, handled and stored;
 - ii) Ensure that workers' exposure to fumes is within acceptable health and safety limits;
 - iii) Ensure that temporary ventilation or protection, as required for products utilized, is properly provided;
 - iv) Ensure that construction dust is controlled such that workers and occupants are not adversely impacted by dust from construction activities within the building or on the site;
 - v) Ensure that shop-drawing submissions include Manufacturers Standard Data (MSD) Sheets.
- 2) In addition the Construction Manager shall:
 - a) Ensure the full health and safety protection afforded under the Canada Labour Code to all visitors to the site, including workers, staff, contractors and the general public.

- b) Implement a safety program on site.
- c) Provide appropriate safeguards to ensure safe protection and security of materials and holdings on the site.
- d) Provide the Services of Health and Safety Officers, who will visit and document Site conditions daily, throughout the implementation of the Project.
- e) Provide site specific occupational health and safety orientation sessions to all workers and visitors.
- f) Give precedence to safety and health of public and Site personnel and protection of environment over cost and Schedule considerations for Work.
- g) Perform Site-specific safety hazard assessment related to the Project activities.
- h) Develop and implement a Site-specific safety plan for all aspects of this Project. The Site-specific safety plan shall be based on a preliminary and ongoing hazard assessment of the Project to be performed. Update the Site-specific safety plan as Site conditions or hazards change. Inform all persons on the Site in the change of conditions or hazards. Resubmit the updated plan to the Departmental Representative immediately.
- i) Develop an On-site Contingency and Emergency Response Plan that must address standard operating procedures to be implemented during emergency situations.
- j) Be responsible for health and safety of persons on site, safety of property on Site and for protection of persons adjacent to Site and environment to extent that they may be affected by conduct of Work or BCC fit-up.
- k) Comply with and enforce compliance by employees with safety requirements of Contract Documents, applicable federal, provincial, territorial and local statutes, regulations, and ordinances, and with Site-specific Health and Safety Plan.
- l) Shall respond to any unforeseen or peculiar safety-related factor, hazard, or condition that becomes evident during performance of the Project, follow procedures in place for Employee's Right to Refuse Work in accordance with Acts and Regulations of Province having jurisdiction. Advise Departmental Representative verbally and in writing.
- m) Ensure applicable items, articles, notices and orders are posted in conspicuous location on Site in accordance with Acts and Regulations of Province having jurisdiction, and in consultation with Departmental Representative.
- n) Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Departmental Representative. Provide Departmental Representative with written report of action taken to correct non-compliance of health and safety issues identified. Departmental Representative may stop Work if non-compliance of health and safety regulations is not corrected.

- o) Use powder actuated devices only after receipt of written permission from Departmental Representative. Blasting or other use of explosives is not permitted without prior receipt of written instruction by Departmental Representative.
- p) Maintain on Site sufficient personal protective equipment to equip a minimum of ten (10) PWGSC visitors.

Departmental Representative will review Construction Manager's Site-specific Health and Safety Plan and provide comments to Construction Manager within five days after receipt of plan.

The Construction Manager shall revise the plan as appropriate and resubmit plan to Departmental Representative within three days after receipt of comments from Departmental Representative. The Departmental Representative's review of Construction Manager's final Health and Safety plan should not be construed as approval and does not reduce the Construction Manager's overall responsibility for construction Health and Safety.

4.4.5.2 HEALTH & SAFETY DELIVERABLES

The Construction Manager shall submit to the DR the following documents:

- 1) Site specific Health and Safety plan and updates as necessary;
- 2) Copies of reports or directions issued by Federal, Provincial and Territorial health and safety inspectors.
- 3) Contingency and emergency response plans and updates as necessary.
- 4) Copies of incident and accident reports
- 5) Material Safety Data Sheets (MSDS)
- 6) File Notice of Project with Provincial authorities prior to commencement of Work.

4.4.6 REPORTING AND PROJECT SITE DOCUMENTS

4.4.6.1 MONTHLY REPORT

The Construction Manager shall prepare and submit, at the start of the project, a sample of the Construction Management Monthly Report structure for review by the DR. Resubmit, as may be required for approval and acceptance. The structure of the report shall be used for all subsequent project stages.

The monthly report will accompany each application for Progress Payment. The Progress Payment will not be accepted unless the monthly report is attached. This report will provide a system for documentation and project monitoring and reporting through each stage of project delivery, for review and acceptance by the Departmental Representative.

The Construction Management Monthly Report will include;

- 1) Invoicing Summary
 - a) The billing section should be broken down by tender package and then itemized by trade.
 - b) Identify all expenditures to date (including all change orders) in a form that compares the original budgets for each trade with the expected costs, including contingencies
- 2) Cost Section – Refer to Section 4.4.1
- 3) Time Section – Refer to section 4.4.2
- 4) Risk Section – Refer to Section 4.4.3
- 5) Quality – Refer to section 4.4.4
- 6) Health and Safety Section – Refer to Section 4.4.5.
- 7) As a separate volume, a copy of the daily logbook and daily photographs, certified as true copies, as a separate report or volume. For each day worked, provide individual daily log that will include all activities on the Site. Document and verify quantities of materials received and record Work progress through daily photographs and narrative reports. Record the following:
 - a) Weather conditions, particularly unusual weather relative to Work in progress,
 - b) Materials and equipment deliveries,
 - c) Daily activities and major Work done through all shifts of Work,
 - d) Start, stop or completion of activities through all shifts of Work,
 - e) Presence of inspection and testing firms, tests taken, results, etc.,
 - f) Unusual Site conditions experienced,
 - g) Significant developments, remarks, email or other correspondence, etc.
 - h) Reports, instructions from appropriate authorities response actions,
 - i) Strength on-Site by each Subcontractor and the Contractor;
 - j) Safety inspections and reports; and
 - k) If work is based on unit prices, measure and record the quantities for verification of monthly progress claims and the Final Certificate of Measurement.

4.4.6.2 DECISION LOG

The Construction Manager shall maintain a separate decision log indexed for preconstruction, construction and BCC, for the entire duration of the Contract, recording participants, date and place of all decisions affecting scope, Schedule, cost, and quality. These records are to be made available to Departmental Representative at all times.

4.4.6.3 SITE DOCUMENTS

The Construction Manager shall maintain at the Project Site, on a daily basis, records of

all necessary contracts, samples, purchases, materials, equipment, maintenance and operating manuals and instructions, and other Work related documents, including revisions thereof. These site documents are to be made available to Departmental Representative at all times.

4.4.7 PROJECT ADMINISTRATION

4.4.7.1 ACCEPTANCE OF DELIVERABLES

While PWGSC acknowledges the Construction Manager's obligations to meet project requirements, the project delivery process entitles PWGSC to review all work. PWGSC reserves the right to reject undesirable or unsatisfactory work. The Construction Manager must obtain Departmental Representative's acceptance of all required deliverables for the Project.

Acceptance indicates that based on a general review of work for specific issues, the work is considered to comply with governmental and departmental objectives and practices and those overall project objectives appear to be satisfied.

Acceptance does not relieve the Construction Manager of responsibility for the work and compliance with the contract. Acceptance does not prohibit rejection of work, which is determined to be unsatisfactory at later stages of review.

4.4.7.2 PROJECT PROCEDURES MANUAL

The Construction Manager shall develop a Project Procedures Manual in consultation with the Departmental Representative, within 8 weeks of contract award, for the execution of key Project activities. The Manual will provide a clear description of procedures, roles, responsibilities, levels of authority and the information systems for the execution of the Project, including details of the processes and sample formats.

The manual will include the process and methods to:

- 1) Maintain Project records
- 2) Implement a quality assurance program;
- 3) Prepare, update, monitor and maintain the Master Schedule;
- 4) Update, monitor and maintain the Cost Plan, Expenditures, Change Orders and Cash Flow, including changes in construction contingency
- 5) Manage communications between Project Delivery Team participants based upon the documented roles, responsibilities and authority of Team members, and maintain a listing of meetings, frequency, type, etc.
- 6) Manage correspondence, reports and performance records.
- 7) Distribute correspondence electronically and by facsimile;
- 8) Process Shop Drawings

- 9) Document the process for reviews and approvals of Tender Package Contracts and change orders; and
- 10) Include an issue and decision log (Refer to 4.12) during the construction of the entire project, recording participants, date and place of all decisions affecting schedule, budget, scope, or quality.

4.4.8 CONSTRUCTION ADVICE

Act as an advisor to the Project team throughout the life of the Project.

The Construction Manager shall:

- 1) Acquaint PWGSC and other members of the design team with the labour conditions and supply issues applicable for the duration of the Project;
- 2) Assist in providing liaison and coordination among government authorities, utilities and other authorities having jurisdiction;
- 3) Provide advice on separation of Work packages and sequencing of design work to effectively meet schedule and cost objectives; and
- 4) Provide design input and constructability reviews.

4.4.9 WEEKLY DESIGN MEETINGS

Meetings with PWGSC, the Construction Manager, the Consultant and Client will normally be held in downtown Ottawa. The Departmental Representative will arrange meetings weekly throughout the design.

All aspects of the design, design coordination, cost, Schedule, quality, constructability, scope separation for Work packages, scope changes, BCC integration, BCC implementation, etc. are to be discussed.

Other ad hoc workshops to discuss detailed requirements will be required in the progress of the Project such as meetings between the Consultant, the Construction Manager on constructability and construction implementation plan, Subcontractors, PWGSC / Senate technical team members, City of Ottawa, NCC, HRSDC or other Authorities having jurisdiction. Decisions taken at these ad hoc meetings must be ratified at the next design meeting. These meetings are for the accurate exchange of information.

The Consultant shall be responsible for preparing minutes of meetings and forwarding minutes to all attendees.

The Construction Manager shall attend all service related and design meetings and respond to minutes as required prior to the next meeting.

4.4.10 PARTNERING AND TEAM BUILDING SESSIONS

PWGSC intends to "partner" both the design phase and construction phases of this project. Partnering is a collaborative, team-building process, based on improving

communication and understanding among the project stakeholders to reach a common goal. While the contract resulting establishes the legal obligations of the parties, the partnering process strives to establish positive working relationships, which will maximize the benefits to the project from the knowledge and experience of all stakeholders, while at the same time allowing all stakeholders to maximize their benefits from the project. A successful partnering process leads to improved effectiveness, quality, timeliness and team morale. Members of the Construction Manager, including representatives from the senior management will be required to attend partnering sessions. Representatives of PWGSC, Client/Users, Consultants and others will also attend partnering sessions.

PWGSC will engage a third party as facilitator for these sessions. The Construction Manager is to attend at their own expense.

A one (1) day design partnering workshop will be arranged during the design phase in Stage A and another one (1) day session during construction in Stage B. Those workshops will be arranged in the Ottawa area.

4.4.11 REVIEW OF DESIGN AND CONSTRUCTION DOCUMENTS

The Construction Manager shall:

- 1) Review and provide comment on all design and construction document submissions released to the Construction Manager. The review shall focus on constructability, coordination between all design disciplines, schedule impacts and costing. Documents are to be reviewed at Schematic design and updates, design development (50 %, 99 % and 100 %) and each construction documents package (66 % and 99 %, and tender ready).
- 2) Take all reasonable measures to identify errors and omissions and to promptly advise the Departmental Representative of the same.
- 3) Provide advice to the Consultants and the Departmental Representative, including the provision of expertise for constructability, bid-ability, scheduling, cost control and coordination, as well as construction phasing, site security and site safety. Recommend alternative solutions whenever design details adversely affect construction feasibility or schedules.
- 4) Provide suggestions and/or alternatives for cost reductions or acceleration of the Project Schedule. Provide value engineering and life cycle costing for options being considered, if required;
- 5) Refer all questions for the interpretation of the documents prepared by the Consultant to the Consultant. In the event of continuing interpretation difficulties, refer the issue with all required background material to the Departmental Representative for resolution; the Departmental Representative's interpretation shall be deemed final and conclusive.
- 6) Participate in value engineering workshop facilitated by the design consultant

during design and provide advice and recommendations for the systems being proposed as to their ease of installation, cost, availability, suitability, robustness, constructability, etc. and make suggestions for potential alternatives.

- 7) Make recommendations to the Consultant and Departmental Representative regarding the phased issuance of drawings and specifications to facilitate phased construction of the Work taking into consideration such factors as available funding, time of performance, economies and provision of temporary facilities.

4.4.11.1 REVIEW OF DESIGN AND CONSTRUCTION DOCUMENTS DELIVERABLE

Review and return one marked-up set of documents with detailed, written comments relating to the reports, drawings, details, specifications, etc. to the Departmental Representative with a copy to the Consultant within ten (10) working days of each design and construction document submission.

4.4.12 CONSTRUCTION IMPLEMENTATION PLAN

4.4.12.1 SCOPE

The purpose of this implementation plan is to document the constraints and requirements that will be imposed on the Work so that approval from the stakeholders is received. Once approval is received, the constraints and requirements will be outlined in the construction documents mainly in Division 1 of the Construction Specification. It is important for the Construction Manager and its sub trades to be aware of the constraints and requirements that have a cost and schedule impact. Those constraints and requirements deal with various subjects such as environmental control inside the building, commissioning, scheduling restrictions, sequence of work, construction safety, hours of work, delivery of equipment/materials and waste disposal, scaffold, temporary services, noise, welding, security, shutdown of services, storage, parking, and access to site, fire watch, site plan showing limits of construction and staging areas, etc.

Input for this plan is required from all stakeholders. The Construction Manager shall take a lead in developing this plan.

Once the plan is approved by all stakeholders, the Construction Manager and the Consultant will be required to work together to incorporate those requirements into the construction documents mainly in Division 1 of the construction specification. The Consultant will be responsible to develop Division 1 common to all trades. The Construction Manager shall be responsible to review the common Division 1 to ensure all the requirements and constraints outlined in the construction implementation plan have been captured. The Construction Manager shall be responsible to develop Division 1 construction specification specific to each tender package that may include other requirements from the Construction Manager's perspective. Organize meetings and

workshops as noted in 4.4.9.

4.4.12.2 DELIVERABLES

Submit an implementation plan, within 12 weeks of contract award, so that division 1 specification is developed prior to tendering any tender packages. This implementation plan shall be updated as required to coincide with other tender packages. The Consultant will update Division 1 if required as the project progresses.

4.4.13 TENDERING THE WORK

4.4.13.1 CONTEXT:

While the Contract for the delivery of construction management services for the GCC Rehabilitation is between the Department and the Construction Manager, it is understood that the Construction Manager will deliver the construction services called for in this Terms of Reference through subcontractors.

As an independent entity, the CM will select its own subcontractors. It is most important that these selection processes for subcontractors are fair, open and transparent and that all qualified subcontractors have the opportunity to be considered for the construction Work. PWGSC believes that competitive bidding and open tendering processes will yield the best value for subcontracted Work.

4.4.13.2 SCOPE:

- 1) In subcontracting for the construction the Construction Manager shall:
 - a) In consultation with the Consultant, prepare tender and contract documents that clearly set out the requirements for material and services;
 - i) When warranted, using standard construction industry documents, such as CCDC 11 - 1996 (R2006) Contractor's Qualification Statement, ensure that subcontractors in trades that are essential to the successful delivery of the Work, are pre-qualified prior to being invited to submit tenders;
 - ii) Submit a recommendation award to Departmental Representative prior to contract award.
 - b) Enter into contracts with qualified subcontractors who submit the lowest-priced compliant tenders. Note where appropriate, time and materials contracts are acceptable subject to Departmental Representative approval. Entry into subcontracts on a time and material basis is dependent on following the process outlined in this section and where an upset limit has been established. Upset limits do not preclude proper reporting procedures required by the Departmental Representative ;
 - c) Manage subcontractors and ensure they provide the required services in a

- manner consistent with the terms and conditions of this Contract and achieve timely delivery of quality services at the lowest cost;
- d) Establish quality and performance requirements and monitor subcontractor performance, including quality of deliverables, adherence to schedules and costs;
 - e) Provide for dispute resolution, initiation of subcontract amendments and payments; and
- 2) The Construction Manager shall obtain open, fair and competitive bids for the subcontracts required for each portion of the Work in accordance with the following requirements:
- (a) Subcontracts estimated at less than \$25,000 including Harmonized Sales Tax, may be single-sourced to qualified suppliers only upon the written approval of the Departmental Representative.
 - (b) For subcontracts estimated at less than \$100,000, including Harmonized Sales Tax, and upon the written approval of the Departmental Representative, the Construction Manager may invite a minimum of 3 qualified suppliers to submit bids. It is recommended the Construction Manager will notify in writing subcontractors who are unsuccessful.
 - (c) For subcontracts estimated at less than \$100,000, including Harmonized Sales Tax, the Construction Manager, upon the written agreement of the Departmental Representative, may set aside the requirement to solicit a minimum of three bids if it has demonstrated to the satisfaction of the Departmental Representative, that less than three firms are capable of performing the Work.
 - (d) For subcontracts estimated at \$100,000 or more, including harmonized sales tax, advertise publicly through MERXTM Private, in accordance with the following open bidding procedures:
 - i) The public advertisement shall include, at a minimum, a description of the nature of the Work to be performed, information regarding any technical requirements, financial guarantees or other documentation to be provided with the bid, the completion date for the Work, the address of the bid closing location and the final date and time for receiving bids, the identification of a contact point for obtaining bid documents and from which further information may be obtained, the date, time and place of the public opening of the bids.
 - ii) For subcontracts evaluated at over \$8,000,000, the time period for receipt of tenders shall be no less than 40 calendar days from date of publication of the notice.
 - iii) Tender documentation shall include all of the public advertisement information, as well as identification of the bid validity period, the criteria for awarding the contract including any factors other than price to be considered in the evaluation of bids, the terms of payment and any other terms or conditions.
 - iv) During the solicitation the Construction Manager shall reply promptly to any request for bid documents or any reasonable request for relevant

information made by a supplier participating in the tender. Information provided in response to questions during the tender period must be provided to all bidders.

- 3) The receipt and opening of bids and the awarding of contracts must be consistent with the following:
 - a) Bids must be opened in the presence of at least one representative of the Construction Manager, as well as a representative of Canada, all of whom will act as witnesses to the opening by verifying and signing the Record of Bids received.
 - b) Contracts shall be awarded in accordance with the requirements specified in the notices and bid documentation, and must be submitted by a supplier that complies with the terms and conditions of the bid documents.
- 4) The CM shall:
 - a) Seek pre-approval from the DR for any deviation from the competitive subcontracting process and make the documentation available to PWGSC.
 - b) Demonstrate to the DR that it has a competitive subcontracting process and a prequalification process, reflecting best industry practices.
- 5) The CM shall analyze the bids received and recommend awards to the DR through a trade contract award recommendation. The format of the trade contract award recommendation is the responsibility of the CM, however, at a minimum; the recommendation must include copies of the following documents:
 - a) Prequalification Phase (if applicable) – copies of prequalification documents such as CCDC 11 - 1996 (R2006) Contractor's Qualification Statement or equivalent, the list of contractors submitting applications for prequalification and the results of the evaluation of prequalification submissions
 - b) Tender Phase: copies of all bids received, verification (e.g. a time stamp) that bids were received on time prior to the time scheduled for bid closing, a copy of the Record of the bid opening, properly witnessed, a copy of the MERX TM notice, or invitation to tender if the Work is valued at under \$100,000, a copy of all solicitation documents, a summary of all tenders received with bid amount breakdowns and totals, verification that bid security (if applicable) was provided with the bid, information on any tender qualifications or disqualifications; and identification of the supplier recommended for contract award
- 6) When the Departmental Representative approves the expenditure and the procurement process, the Construction Manager shall prepare the subcontracts for execution. No award of subcontracts to a Subcontractor can proceed without an approved trade contract award recommendation. It is recommended the Construction Manager will notify in writing subcontractors who are unsuccessful.
- 7) The Construction Manager, and anyone not at arm's length to the Construction Manager, shall be ineligible to submit bids for any construction tenders issued for work tendered as part of the GCC Rehabilitation, Construction Management

contract. For further clarity, the Construction Manager will be deemed to have a Conflict of Interest that would prevent it from being eligible to submit bids for any tenders issued in connection with the Project. This does not limit the Construction Manager's ability to use its own forces when permitted by the Departmental Representative.

- 8) Canada reserves the right to require the Construction Manager to enter into subcontracts for the supply of services or materials with Subcontractors that have been prequalified by Canada for any component of the Work. Any such subcontract shall form part of the Cost of the Work.

4.5 CONSTRUCTION SERVICES

Construction Services applies equally throughout Stage A and Stage B, unless otherwise specifically indicated. The following services are rendered in support of construction (the Work). The work under Stage A is limited to minor Works, while the work under Stage B is construction required to deliver a complete project.

4.5.1 GENERAL

The Pre-construction Services in Sections 4.4.1 to 4.4.13 are to be provided concurrently with the Construction Services described herein.

4.5.2 CONSTRUCTION MEETINGS

The Construction Manager will chair weekly meetings. The meeting participants to include Construction Management staff, PWGSC Departmental Representative, Client Representative, and Consultants. Key trade contractors may be invited on an as-needed basis to one or more meetings.

The Construction Manager shall:

- 1) Arrange and coordinate all regular construction meetings (weekly) on site throughout the duration of the project:
- 2) Prepare and distribute minutes within two (2) working days of the meeting.
- 3) Endeavour to hold all meetings as Green Meetings (i.e. Electronic copies of documents where possible or double sided hard copies)
- 4) Establish a list of standing agenda items, including (as a minimum):
 - a) Schedule and progress,
 - b) Cost issues and changes,
 - c) Risk and quality issues,
 - d) Quality,
 - e) Scope of work
 - f) Site safety,
 - g) Sustainable development

- h) Commissioning (separate meetings)
 - i) Lessons Learned
- 5) Hold separate subtrade construction and commissioning meetings with Subcontractors and BCC contractors (as required), PWGSC, the Senate and the Consultant. Prepare and distribute meeting minutes within two (2) working days, with copies to the Departmental Representative and the Consultant.

4.5.3 INTERFERENCE DRAWINGS & ADDITIONAL MEETINGS

The Construction Manager will take the lead and manage the interference drawings process. The Construction Manager will be responsible to engage a dedicated Interference Drawing Specialist resource to produce 3 dimensional AutoCAD interference drawings covering all disciplines with input from all stakeholders. The Interference Drawing Specialist cost will be part of the construction cost.

Participation and level of effort by the trades should be included in the respective tender packages. Allow also for sixty (60) meetings (3 hrs maximum each). In attendance: Senate technical specialists, Consultants, Mechanical & Electrical, Controls and other trades as required.

The Construction Manager shall:

- 1) Arrange and coordinate all the interference drawings meetings on site throughout the duration of the Project:
- 2) Prepare and distribute minutes within two (2) working days of the meeting.
- 3) Manage and be responsible for the Interference Drawings Specialist performance and all required deliverables.

4.5.4 CONSTRUCTION MONITORING

Maintain competent full-time supervisory, quality management and field engineering staff on Site during implementation of the Work to monitor and provide general direction to all those associated with the Work for all work shifts as required. Identify unacceptable Work early to avoid delays that might arise as a result of required corrections of deficient Work. Ensure that comprehensive quality management processes are followed daily. Ensure that adequate back-up personnel are available.

Monitor progress on site and ensure coordination of trades and BCC suppliers and contractors.

- 1) Establish on-Site organization and lines of authority in order to carry out the overall plans of the Construction Manager and PWGSC;
- 2) Schedule and conduct progress meetings at which Subcontractors, PWGSC, Consultant and Construction Manager can discuss jointly such matters as procedures, progress, problems, risks, costs and scheduling;
- 3) Provide daily monitoring of the Schedule as the Work proceeds;

- 4) Complete the Work according to the accepted construction documents, Project Schedule and Project Estimated Construction Cost;
- 5) As part of a comprehensive quality management process, provide daily inspection of all aspects of the Work, documenting matters for action or follow-up by Subcontractors, or referral to the Consultant. Ensure the Work is constructed as specified. Use photographs to document issues and their correction;
- 6) Monitor and document progress of BCC contractors and suppliers to ensure their actions on the Site do not compromise the Work. Refer any issues and related documentation (report with photographs) immediately to the Departmental Representative;
- 7) Review the adequacy of the Subcontractors personnel and equipment and availability of material and supplies to meet the Schedule. Implement remedial action when requirements of a subcontract or the Project Schedule are not being met;
- 8) Prepare and maintain a decision log recording all decisions affecting Schedule, construction estimates, scope, or quality, including dates, place, and participants. These records are to be made available to PWGSC at all times;
- 9) Monitor and document all health and safety matters daily; and
- 10) Monitor and document deliveries of all BCC to the Site.

4.5.5 SUBCONTRACTOR'S CHANGES (NOTICES AND ORDERS)

When a change to a subcontract is identified on site, the Consultant shall prepare and issue a contemplated change notice (CCN). The Construction Manager shall prepare an indicative cost estimate breakdown and submit to the Departmental Representative and the Consultant for review. The breakdown shall itemize all labour, material, plant and equipment costs estimated by the Construction Manager.

It is the responsibility of the Construction Manager to ensure that all prices included in the Subcontractor's breakdown, including the costs and mark-ups of subcontractors, are fair and reasonable.

The consultant will review the indicative cost estimate prepared by the Construction Manager and provide the Departmental Representative with a recommendation of its reasonableness. The Departmental Representative will be responsible for authorizing the change based on the indicative cost estimate and the reasonableness of the estimate, and request that the Construction Manager obtain firm pricing for it. If the indicative cost estimate provided by the Construction Manager is not accepted by the Departmental Representative, the Construction Manager will issue the change to the subcontractor as a CCN to obtain exact pricing before the Departmental Representative will consider approval of the change.”

The Construction Manager shall submit the firm pricing to the Departmental Representative and the Consultant for final review. The Consultant shall review the quotation and provide a recommendation to the Departmental Representative with respect

to the fairness and reasonableness of the quotation. The Departmental Representative may request further breakdown and clarification of costs, until such time that the Departmental Representative is satisfied the quotation is indeed fair and reasonable.

Upon acceptance of the quote, a Change order is prepared and issued by the Construction Manager to the Subcontractor, with a copy to the Consultant and Departmental Representative.

A detailed log of the cost of forecasted final subcontract amounts, changes in construction contingency that may result, change notices and change orders is to be maintained by the Construction Manager for all subcontracts, at all times throughout the Project. A copy of this log is to be included in the monthly report.

4.5.6 CONSTRUCTION WORK

The Construction Manager shall:

- 1) Be responsible for the development, coordination and management of all Work and services included in Division 01.
- 2) Ensure the provision of all necessary equipment to the Project and all other resources required to perform all services.
- 3) Procure, coordinate, administer and manage all construction Work and contracts.
- 4) Prepare and execute contracts with the successful Subtrades so as to:
 - a) Coordinate and manage the respective contracts in an integrated manner to avoid any conflicts between the Work of any of the Construction Manager's subtrades and/or the Construction Manager's own forces.
 - b) Coordinate, manage and ensure completion all the Work of each Subtrade tender package in strict adherence to the accepted drawings and specifications of each tender package, including all addenda and authorized change orders.
 - c) Deliver the Work packages by the agreed upon completion dates
 - d) Develop and implement a procedure for review, certification, processing and payment of Subtrades in accordance with the terms and conditions of the Construction Management Contract.
 - e) Schedule and conduct progress meetings at which Subtrades, PWGSC and the Construction Manager can jointly discuss such matters as procedures, progress, problems, risks and scheduling.
 - f) Provide timely response to correct issues, as they occur

4.5.7 QUALITY CONTROL & QUALITY ASSURANCE

This is supplemental to Section 4.5.4 and outlines additional QC/QA services to be provided during the Construction Phase.

The Construction Manager shall:

- 1) Ensure that quality assurance measures are implemented.

- 2) Arrange for testing services as required, which may include concrete testing, compaction testing.

Carry out Work using qualified licensed workers or apprentices in accordance with Provincial Act respecting manpower vocational training and qualification.

Permit employees registered in Provincial apprenticeship program to perform specific tasks only if under direct supervision of qualified licensed workers.

Determine permitted activities and tasks by apprentices, based on level of training attended and demonstration of ability to perform specific duties.

4.5.8 AS-BUILT DRAWINGS

The Construction Manager is to collect and turn over to the Departmental Representative at the end of each completed subcontract a marked-up set of drawings and specifications.

4.5.9 SHOP DRAWINGS

The review of shop drawings by Departmental Representative is for sole purpose of ascertaining conformance with general concept. This review does not constitute approval by the Departmental Representative of the detail design inherent in shop drawings, responsibility for which shall remain with Contractor or Subcontractor submitting same, and such review shall not relieve Contractor or Subcontractor of responsibility for errors or omissions in shop drawings or of responsibility for meeting requirements of Contract Documents. Shop drawings shall be stamped: "Checked and Certified Correct for Construction" by the Construction Manager and stamped: "reviewed" by the Consultant before return to the subcontractor.

The Construction Manager shall:

- 1) Prioritize the preparation and submission of shop drawings to ensure critical path of schedule is maintained.
- 2) Submit for the Departmental Representative's review, ten (10) copies of each shop drawing.
- 3) Review, discuss, record problems and identify agreed remedial action.
- 4) Monitor and record the progress of shop drawing review. Record parties designated for action and follow up.
- 5) On completion of project, forward reviewed/as-commissioned shop drawings to the Departmental Representative.
- 6) Verify that shop drawings include the project number and are recorded in sequence.
- 7) Do not commence manufacture or order materials before shop drawings are reviewed.

4.5.10 PERMITS AND APPROVALS

Pay all fees and obtain all permits. Provide authorities with plans and information for acceptance certificates. Provide inspection certificates as evidence that work conforms to requirements of Authority having jurisdiction. The Construction Manager will be responsible for coordinating, paying for and obtaining all permits and approvals from local and statutory authorities and shall:

- 1) Liaise with local and statutory authorities with respect to hoarding, traffic restrictions, services and associated diversions and/or connections.
- 2) Inform PWGSC of their requirements to inform any statutory body via applications or orders.
- 3) Ensure that all applications are filed and executed successfully.
- 4) Verify that all necessary approvals have been obtained.

4.5.11 SITE REVIEWS

The Construction Manager shall:

- 1) Arrange with the Departmental Representative for the issuance of necessary forms respecting interim and final completion of the work;
- 2) Prepare lists of incomplete and deficient items;
- 3) Schedule completion of these items with the Subtrades and distribute all lists as appropriate;
- 4) Distribute interim and final completion certificates.

4.5.12 SUSTAINABILITY AND ENVIRONMENTAL

PWGSC will pursue a sustainability program for this Project under Green Globes for New Buildings and Retrofits (Green Globes). The overall goal is a 70% Green Globes rating. The Consultant will incorporate sustainability requirements into the design. The Construction Manager will provide:

- 1) Advice on the source and availability of regional materials and materials with recycled content, including on-Site verification of same;
- 2) A comprehensive waste management program for the Work and the BCC fit-up;
- 3) Site verification related to the use of acceptable materials, compiling and verifying MSDS sheets and WHMIS information; and
- 4) Monitoring and testing for indoor air quality during construction.

4.5.13 WASTE MANAGEMENT

The Construction Manager shall:

- 1) Prepare and submit to the Departmental Representative for review and acceptance, a waste reduction work plan:
- 2) Prepare the plan in accordance with the requirements outlined in Division 01 in the Construction Management Agreement,
- 3) Ensure that the plan is in compliance with PWGSC guidelines and meets the requirements of local authorities having jurisdiction,
- 4) Clearly outline the strategy and methodology for optimizing solid waste diversion from landfill and disposal of toxic or hazardous materials in the most appropriate manner.
- 5) Include all related schedules outlining expected inventory targets and results required when waste audits are conducted,
- 6) Include a non-hazardous solid waste reduction program for eliminating waste through reduction, reuse and recycling including.
 - a) Requirements for sorting construction waste on site by types,
 - b) A description of the most practical manner for recycling each individual material
- 7) Develop specific procedures for conducting waste management audits on site, including audit objectives, frequency and format.
- 8) Prepare written monthly reports containing records of waste disposal efforts, including:
- 9) A review of the implementation strategy;
- 10) A review of subcontractors disposal practices for paints, solvents and pressure treated wood scraps and other similar products or materials;

A waste management audit indicating the degree to which recycling objectives are being achieved and recommendations for improvements if objectives are not being met.

4.5.14 GENERAL REQUIREMENTS

The Construction Manager is to provide for the management of all services normally included in Division 1 of the National Master Specification. This Work is to be defined as all those items that are necessary for the smooth and safe operation and co-ordination of the site.

Services to be provided mainly in relation to requirements of Division 1 of the National Master Specifications: site organization and safety as per "prime contractor" and "constructor" duties defined in the Ontario OHSA; provision of temporary services and site facilities, site security, traffic management, management of the waste and recycling program for the site; protection, hoardings, cranes and lifts as required; system maintenance, and other miscellaneous Works related to managing a construction Site adjacent to other Government buildings.

4.5.15 PROJECT SITE OFFICE

During Stage A Services and Construction, site presence will be required but no Site Office provisions are anticipated. During Stage B Services and Construction, the Site office for this Project will be located within the GCC building. Provisions for site office are to include sufficient space and services for the Construction manager's staff as well as provision for the PWGSC Project Team and the Consultants site personnel.

4.5.16 COMMISSIONING

Retain an experienced third party independent Commissioning Agent with a minimum 7 years experience. Resume of proposed Commissioning Agent shall be provided to the Departmental Representative for verification of minimum requirements. The Construction Manager's Commissioning Agent will be directing a commissioning process, or program of activities, for all of the Work that is reasonable and practical. This Commissioning Agent shall document and witness all test results. The Construction Manager is to report on the activities of the Commissioning Agent to the Departmental Representative. The actual cost of commissioning agent and trade commissioning is part of the construction costs.

The PWGSC Departmental Representative, the Construction Manager and Construction Manager's Commissioning Agent, the Subcontractors, the Consultants, the PWGSC Commissioning Manager will form the commissioning team. The commissioning team must work together in a collaborative and open manner to successfully complete the commissioning process. The Construction Manager and the Construction Manager's Commissioning Agent shall take on a key and leading role in driving the commissioning process to successful completion. Refer to PWGSC Commissioning Manual available at <http://www.tpsgc-pwgsc.gc.ca/biens-property/sngp-npms/bi-rp/tech/miseenservice-commissioning/documents/manuel-manual-eng.pdf> for requirements and Specifications.

4.5.16.1 COMMISSIONING PLAN AND SERVICES

Commissioning is an integral part of all phases of the Work. Commissioning and performance verification is a key element of the Project Quality Management Plan and shall be conducted at all stages of the Project. Develop and update a Commissioning Plan throughout the Project, with input and direction from the Consultant. Administer, and manage the implementation of the Commissioning Plan. Commission each phase of the Work and the overall Work and make every effort to reduce the Project Schedule and Estimated Construction Cost.

The Construction Manager and the Construction Manager's Commissioning Agent are responsible for:

- 1) Ensuring that all required commissioning activities are identified in the Project Schedule and in construction documents;

- 2) Review the preliminary commissioning plan as well as commissioning specification (Div 1 only) in the attachments under separate cover. The plan is more specific regarding the Construction Manager's commissioning Specialist. This plan will be made project specific by the Consultant during the design and development of the construction documents. Update the project specific plan during construction.
- 3) Ensuring that information on labelling protocols, maintenance data requirements and protocols are relayed to the sub-contractors and related information sessions with PWGSC are scheduled as required;
- 4) Confirming that sub-contractors' Work is sufficiently complete to warrant inspection and testing by the Consultant and for scheduling of the required inspections and tests;
- 5) Developing and implementing a Site quality assurance program: to minimize delays as a result of poor workmanship or sub-contractor error; to reduce deficiencies and call backs during warranty periods; and to reduce long-term risk to PWGSC arising from poor workmanship;
- 6) Administering and managing independent quality control testing as may be required by PWGSC, the Consultant or the Contractor to confirm the adequacy of a sub-contractor's Work or commissioning reports;
- 7) Ensuring that all test results, documents, and manuals are provided by sub-contractors, monitoring the Consultant review process, and reporting to PWGSC on the progress of the commissioning effort;
- 8) Directing sub-contractors to complete, repair, adjust or rebuild portions of the Work that do not meet the verification standards including monitoring deficiencies and ensuring that they are corrected;
- 9) Ensuring that seasonal commissioning activities are detailed within the Project Schedule and are completed on time with the proper documentation and or follow-up action;
- 10) Monitoring and inspecting with the Consultant the Work during its warranty period and during seasonal commissioning activities to ensure defects are corrected. The frequency of monitoring and inspection is expected to occur twice during the warranty period at three and eleven months;
- 11) Ensuring that testing and commissioning of equipment is witnessed and inspected by the Consultant and the required authority;
- 12) Coordinating the federal, provincial and municipal inspections required for occupancy;
- 13) Scheduling and following-up on the three and eleven month inspections after the issuance of the Substantial Performance;
- 14) Undertaking all actions required to close-out subcontracts including final warranty reviews and contract close-outs;

- 15) Coordinating the training of PWGSC operational staff and the equipment handovers;
- 16) Monitoring and reporting to PWGSC on the progress of the commissioning process against the plan;
- 17) Witnessing all testing including testing of all components, systems and integrated systems. This includes, but is not limited to, a complete verification of the controls sequence of all systems in a dynamic operating state;
- 18) Completing and signing-off of all verification reports and compiling into a comprehensive Commissioning Manual as the Project progresses, including Commissioning Manual updates to include seasonal commissioning activities;
- 19) Organizing weekly commissioning meetings at a minimum, preparing agenda, chairing meetings, preparing minutes and distributing them;
- 20) Providing Schedules related to all commissioning activities as well as reporting and monitoring. Present an updated commissioning Schedule at all commissioning meetings. Identify any variances and issues to be addressed at those commissioning meetings;
- 21) Assisting in the labelling protocols by gathering all forms dealing with product information from various sub-contractors and reviewing and verifying that the information is correct. The physical labelling requirements are the responsibility of the sub-contractors;
- 22) Confirming that the sub-contractors' Work is sufficiently complete prior to start up so that inspections are carried out. Ensuring deficiencies identified by the Consultants are corrected by the sub-contractors;
- 23) Gathering all the start-up reports, reviewing format and content against manufacturer's instructions prior to start-up, and ensuring that they reflect the procedures listed in the manufacturer's instructions;
- 24) Managing the process of developing the testing and performance verification. The Commissioning Agent will prepare verification forms and make them Project specific. All forms will be submitted to the Consultant and PWGSC Commissioning Manager for review and comment. Update the forms as required. During testing the Commissioning Agent will record all results and report any variances to the PWGSC Commissioning Manager and Consultant.

4.5.17 ANTICIPATED SITE SHUTDOWNS

In addition to the usual statutory holidays (Ontario), the Construction Manager will allow for 5 working days per year of site shut down for unanticipated special events to take place in an unencumbered manner. The Construction Manager will also include 300 hours of stop Work per year for unforeseen Project shut downs.

4.5.18 FIRE SAFETY REQUIREMENTS

The Construction Manager shall:

- 1) Comply with the National Building Code of Canada [1995] (NBC) for fire safety in construction and the National Fire Code of Canada 1995 (NFC) for fire prevention, fire fighting and life safety in building in use.
- 2) Comply with Human Resources and Skills Development Canada (HRSDC), Fire Commissioner of Canada (FCC) standards:
 - a) No. 301: Standard for Construction Operations
 - b) No. 302: Standard for Welding and Cutting
 - c) No. 374: Fire Protection Standard for General Storage (Indoor and Outdoor)
 - d) Available from Fire Protection Engineering Services, Labour Program, HRDC or following Internet site:
[http://info.load-otea.hrdc-drhc.gc.ca/ fire prevention/standards/commissioner.shtml](http://info.load-otea.hrdc-drhc.gc.ca/fire_prevention/standards/commissioner.shtml)
 - e) Retain all fire safety documents and standards on site.
- 3) Welding and cutting: Before cutting and welding operations commence, issue hot work permits then continuously monitor all welding, soldering, grinding and/or cutting work. Store flammable liquids in approved CSA containers. No open flame shall be used unless permitted and authorized by the Construction Manager.
- 4) At least 48 hours prior to commencing cutting, welding or soldering procedure, advise the Departmental Representative of the following:
 - a) Notice of intent, indicating devices affected, time and duration of isolation or bypass.
 - b) Completed welding permit as defined in FC 302.
 - c) Return welding permit to Site Superintendent immediately upon completion of procedures for which permit was issued.
- 5) A firewatcher as described in FC 302 shall be assigned when welding or cutting operations are carried out in areas where combustible materials within 10m may be ignited by conduction or radiation.
- 6) Where work requires interruption of fire alarms, fire suppression, extinguishing or protection systems:
 - a) Provide watchman service as described in FC 301. In general, watchman service is defined as individuals conversant with Fire Emergency Procedures, performing fire picket duty within an unprotected and unoccupied (no workers) area once per hour.
 - b) Retain services of manufacturer for fire protection systems on daily basis or as approved by FCC, to isolate and protect all devices relating to:
 - i) Modification of fire alarms, fire suppression, extinguishing or protection systems; and/or
 - ii) Cutting, welding, soldering or other construction activities, which might activate fire protection systems.

- 7) Immediately upon completion of work, restore fire protection systems to normal operation and verify that all devices are fully operational.
- 8) Inform fire alarm system monitoring agency and local Fire Department immediately prior to isolation and immediately upon restoration of normal operation.

4.5.19 HAZARDOUS MATERIALS

Comply with the requirements of the Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and the provision of Material Safety Data Sheets (MSDS) acceptable to Human Resources Development Canada, Labour Program.

For work in occupied buildings give the Departmental Representative 48 hours notice for work involving designated substances (Ontario Bill 208), hazardous substances, and before painting, caulking, installing carpet or using adhesives.

4.5.20 INTERACTIVE OPERATIONS AND MAINTENANCE (O&M) MANUALS

The Construction Manager is expected to manage the production of the interactive O & M manuals. Managing the process is part of the services but the cost of producing the manuals is part of the construction costs.

Twelve (12) weeks prior to any scheduled training, submit to the Departmental Representative four (4) CD copies of approved Operations Data and Maintenance Manual in both official languages and one hard copy, compiled as follows:

- 1) Bind data in vinyl hard cover 3 "D" ring type loose-leaf binders for 212 x 275 mm size paper. Binders must not exceed 75 mm thick or be more than 2/3 full.
- 2) Enclose title sheet labelled "Operation Data and Maintenance Manual," with project name, date and list of contents. Project name must appear on binder face and spine.
- 3) Organize contents into applicable sections of work to parallel project specifications breakdown. Mark each section by labelled tabs protected with celluloid covers fastened to hard paper dividing sheets.
- 4) Include following information plus data specified.
 - a) Maintenance instruction for finished surface and materials.
 - b) Copy of hardware and paint schedules.
 - c) Description: Operation of the equipment and systems defining start-up, shut-down and emergency procedures, and any fixed or adjustable set points that affect the efficiency of the operation. Include nameplate information such as make, size, capacity and serial number.
 - d) Maintenance: Use clear drawings, diagrams or manufacturers' literature which specifically apply and detail the following:
 - i) Lubrication products and schedules.

- ii) Trouble shooting procedures.
 - iii) Adjustment techniques.
 - iv) Operational checks.
 - v) Suppliers' names, addresses and telephone numbers and components supplied by them must be included in this section. Components must be identified by a description and manufacturers part number.
 - e) Guarantees showing:
 - i) Name and address of projects.
 - ii) Guarantee commencement date (date of Interim Certificate of Completion).
 - iii) Duration of guarantee.
 - iv) Clear indication of what is being guaranteed and what remedial action will be taken under guarantee.
 - v) Signature and seal of Guarantor.
 - vi) Additional material used in project listed under various Sections showing name of manufacturer and source of supply.
 - f) Spare parts: List all recommended spares to be maintained on site to ensure optimum efficiency. List all special tools appropriate to unique application. All parts/tools detailed must be identified as to manufacturer, manufacturer part number and supplier (including address).
 - g) Include one complete set of final shop drawings (bound separately) indicating corrections and changes made during fabrication and installation.
- 5) Format: All as-builts drawings and O & M manuals shall be converted, where necessary, into Portable Document File (PDF) format permit for viewing using the Acrobat reader Software. Documentation storage and retrieval system shall be structured based on a database framework with direct links to the appropriate PDF files. Documents retrieval and viewing shall be executed through a menu driven approach. The Program shall provide multi-level of password entry for access to add new or edit stored data by authorized users

4.5.21 RECORDS

As work progresses, maintain accurate records to show deviations from Contract drawings. Just prior to Departmental Representative's inspection for issuance of the Certificate of Completion, supply to the Departmental Representative one (1) electronic copy, and three (3) hard copies of the prints with all deviations neatly inked in

4.5.22 GUARANTEES AND WARRANTIES

Before completion of Work, collect all manufacturers' guarantees and warranties and deposit with Departmental Representative. Provide copies of all manufacturers' guarantees and warranties in the O&M Manuals.

4.5.23 CONSTRUCTION CLEANING

The Construction Manager will be responsible for construction cleaning throughout the life of the project. Construction cleaning is to be carried out to ensure a safe work environment and to protect site systems and heritage elements from excessive construction dust and debris. As work packages are completed and/or construction areas are completed, perform a final construction cleaning of the entire area, including all interior surfaces, fixtures and equipment to eliminate all construction dust and debris. Advise the Departmental Representative in writing before final cleaning is to proceed. Obtain acceptance of cleaning in writing from Departmental Representative when completed. Cleaning shall be completed prior to application for Certificate of Substantial Performance.

4.5.24 SECURITY CLEARANCES

All personnel employed on this project will be subject to security check and all persons must conform to the Security Requirements stipulated in their respective contract. Obtain requisite clearance, as instructed, for each individual requiring access to the premises. Construction Management must have a security officer in charge of screening all team members including Sub Contractors.

The Construction Manager, in collaboration with PWGSC security services, will issue a Building security card. All persons accessing the Site shall wear this security card in plain view at all times. Construction Manager to check all personnel daily at start of work shift for their card. Pass must be returned at end of project or work package.

4.5.25 SITE SECURITY

Construction Manager shall be responsible for security of the entire Site until the facility is ready for intended use. Develop a security plan in consultation with the Departmental Representative. Revise plan as required to approval of Departmental Representative. Update plan to meet requirements of Departmental Representative as Project progresses. Be responsible for:

- 1) Coordination of construction and BCC fit-up activities and PWGSC operations;
- 2) Access to the Site including sign-in procedures and security clearances;
- 3) Off-hours security including procedures to “escort”, to “lockup”, evening and weekend surveillance, fire watches, emergency procedures and responses;
- 4) All safety issues related to the Work or its Site to be performed as required by federal, provincial or municipal regulations;
- 5) Safeguarding of components to be reused or recycled;
- 6) Protection of materials, equipment, workmanship and, throughout the implementation of the Project, any PWGSC or the Senate items installed prior to the building being ready for use; and

- 7) A Site protocol to be developed and enforced, including:
 - a) No CDs, radios or tape machines;
 - b) Noise control;
 - c) No parking on Site; and
 - d) Due regard for the general public's expectations with respect to behaviour, language and dress in public places (all spaces exterior of the Site are deemed to be public).
- 8) Engaging private sector security services.

Provide emergency response coordination and for responses to Site problems during non-working hours. In consultation with the Departmental Representative, establish a list of contacts for responses and communication. In the event of any problems, contract Departmental Representative immediately. In case of an emergency where the safety of persons or property is concerned, or Work is endangered by the actions of the subcontractors or other persons, take immediate action. If required, stop Work. In all situations, notify the Departmental Representative. Give immediate written notice to the subcontractor or other person of the hazard.

4.5.26 NOISE, VIBRATION, ODORS AND DELIVERIES

Carefully plan and schedule all noise generating work, all deliveries and waste removal to minimize the impact to ongoing operations. Take steps to minimize noise, vibration and odours, affecting both the GCC building (interior and exterior) and impacting on the neighbouring and adjacent occupancies including buildings, roadways, parks and recreational areas. The Departmental Representative's decision will be final on whether the Work is causing excessive noise, vibration or odour.

Coordinate with the Prime Consultant during Construction Documents preparation, providing advice and input on documenting contractual requirements in the sub-contractor Tender Document Packages to minimize potential cost and schedule impacts in performing work expected to generate excessive noise, vibration, and odours.

4.5.27 COORDINATION OF CONTRACTORS HIRED DIRECTLY BY PWGSC

PWGSC will from time to time require that activities and projects be undertaken by PWGSC's own forces, or by PWGSC contractors, within the construction site. These activities will be subject to the coordination and safety overview of the Construction Manager, as the Constructor. The Construction Manager will grant free access to these areas by PWGSC or their contractors, provided that all safety and security protocols are followed. At the current time the following projects are envisioned. However, other contracts of varying scales could arise over the course of the contract.

- 1) Fit-up and installation of BCC contractors retained directly by PWGSC.
- 2) Dedicated resource to manage coordination of site security.

4.6 CONSTRUCTION MANAGEMENT SERVICES FOR BCC FIT-UP SUPPLIERS AND CONTRACTORS

Construction Management Services for BCC Fit-Up Suppliers and Contractors is required only under Stage B.

Plan and implement a program for overall Site safety and Site security for the duration of the Project that includes the on-Site activities of BCC suppliers and other contractors. BCC Fit-up contractors will be coordinated on Site by the Construction Manager to perform assembly, cabling and commissioning. Security equipment and systems (not including pathways) will be installed by others once construction Work is completed. Final BCC commissioning will occur when fit-up is complete.

Construction Management Services for BCC Fit-Up are required for the full duration of BCC installation and commissioning. The total duration of BCC Fit-Up is estimated at 11 months. BCC Fit-up will commence approximately 5 months prior to Substantial Completion and will extend for approximately 6 months after Substantial Completion.

Receive on-Site delivery of BCC equipment and components, and provide the required coordination, monitoring and documentation to ensure all components are installed in the correct rooms or areas.

BCC contractors must ensure finishes; furnishings and building components are protected during work performed after Substantial Performance. Advise the DR immediately if you notice any issues related to building protection. In case of any damages, coordinate the incidental damages and repairs.

Review tender documents for the BCC to identify restrictions and other site requirements such as building protection.

Identify with the Departmental Representative and Consultant prior to Substantial Performance, the construction scope which is required to support BCC elements such as wiring or providing fittings or backing for mounting BCC components. Include this in construction scope and plan/schedule this work.

In general, other than items needing intricate integration to the building systems, most BCC components will be procured by PWGSC. Approximately 20 Suppliers or contractors will deliver furniture, fixtures and equipment, as well as IT/MM/ISS equipment to the Site, after completion of fit-up Work.

The estimated value of the BCC work packages procured by PWGSC is \$ 25,000,000

4.7 POST CONSTRUCTION AND WARRANTY STAGE

Post Construction and Warranty required services apply primarily to Stage B. The following required services apply to Stage A only when warranted.

During the Post Construction and Warranty Stage the Construction Manager shall:

- 1) Assemble Record Documents in whole packages per subproject or as directed by the Departmental Representative. Provide copies of Record Documents to PWGSC as directed by the Departmental Representative;
- 2) Review and comment on the accuracy of warranties and guarantees.
- 3) Review the Final Commissioning Report and comment on the accuracy and completeness;
- 4) Coordinate with Subtrades to provide final Record Documents (Operations and Maintenance Manuals, As-built drawings and specifications) as required for each subtrade.
- 5) Within ten (10) months of the commencement of the warranty period, arrange for an inspection of the facility to determine all deficiencies to be corrected;
 - a) Prepare a deficiency list for review and acceptance by the Departmental Representative.
 - b) Provide a schedule indicating when correction of all deficiencies covered under the warranty will be corrected and submit to the Departmental Representative for review and acceptance;
 - c) Arrange for and correct all identified deficiencies in accordance with the schedule and advise when all deficiencies have been properly corrected.
 - d) Ensure that all warranty deficiencies are properly corrected in a timely manner. The Construction Manager warranty inspection and up to 4 return inspections to be included in the fees.
- 6) The Construction Manager is to attend all warranty site meetings.
- 7) The Construction Manager to participate in a half-day lesson's learned workshop and provide an updated lessons learned log.
- 8) Provide a post-construction evaluation and cost analysis report within one
- 9) Month of the completion of each tendered construction package, include lessons learned, outstanding issues and any Work that was not completed or was deferred to subsequent projects. Submit a sample format for this report for review and acceptance by the Departmental Representative. Amend as required.



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SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction Public Works and Government Services Canada PPB	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Government Conference Centre Construction Manager			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>			
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>		All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>		NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>		NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>		NATO SECRET NATO SECRET <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>		COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>			
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>			
		PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
		PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
		PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
		CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
		SECRET SECRET <input type="checkbox"/>	
		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui
- If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité:

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:
Document Number / Numéro du document:

PART B: PERSONNEL (SUPPLIER) / PARTIE B: PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:

Commentaires spéciaux:

Only screen personnel to be utilized.

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes
Non Oui
- If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes
Non Oui

PART C: SAFEGUARDS (SUPPLIER) / PARTIE C: MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non Oui

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PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIAL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL		COSMIC TRÈS SECRET	A	B	C	CONFIDENTIAL		TRÈS SECRET
Information / Assets Renseignements / Biens Production																
IT Media / Support IT																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).