

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

REQUEST FOR PROPOSAL

IMPORTANT NOTICE TO BIDDERS

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

For further instructions please consult "Special Instruction to Bidders", SI13, "Security Related Requirements" under this Request for Proposal, as well as Supplementary Conditions to the General Conditions SC01, "Security Requirements" under the Contract.

ORGANIZATIONAL CHANGES

All Bidders are advised that responsibility for certain activities on the Port Hope Area Initiative relating to the contract for this procurement is being transferred from Public Works and Government Services Canada to Atomic Energy Canada Limited and/or Canadian Nuclear Laboratories Limited. Bidders' attention is drawn to the following articles herein (SI01 Introduction, para. 3; SI19 Contract Counterparty) which identify the nature of the specific changes as relates to this procurement.

TWO-ENVELOPE BID

This Bid shall be submitted following a "two-envelope" procedure. Refer to SI06 of the Special Instructions to Bidders.

INSURANCE TERMS

The Certificate of Insurance and its instructions have been replaced. Please see "Special Instructions to Bidders", SI14, "Insurance Requirements" and Appendix 9. (A completed certificate is NOT required at bid closing).

R2940D CLAUSE IS CANCELLED AND SECTION 3.8 OF R2830D IS MODIFIED

Following the repeal of the *Fair Wages and Hours of Labour Act*, R2940D clause is canceled for contracts awarded after January 1st 2014. For contracts awarded prior to that date the clause remains applicable.

SUPPORT THE USE OF APPRENTICES

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to SI17.

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R2710T GENERAL INSTRUCTIONS TO BIDDERS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2014-06-26)

The following sections of clause R2710T are set out in Web site;

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

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SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTRODUCTION AND ROLES

1. Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services (PWGSC) has a requirement for the construction of a new Long Term Waste Management Facility (LTWMF) and the remediation of the existing Port Granby Low Level Radioactive Waste Management Facility in the Municipality of Clarington, Ontario.
2. Bidders responding to this Request for Proposal are requested to submit a full and complete proposal (refer to SI06 'Submission of Bid'). The bid will cover not only the qualifications, experience and organization of the Bidder (Envelope 1 - Qualifications), but also the pricing and terms proposed (Envelope 2 - Price).
3. This Request for Proposal is issued by the Contracting Authority, being PWGSC in conjunction with Atomic Energy of Canada Limited (AECL) and Canadian Nuclear Laboratories Ltd. (CNL). PWGSC will manage this Request for Proposal on behalf of the Contracting Authority.

SI02 INTEGRITY PROVISIONS – ASSOCIATED INFORMATION

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions – Bid of General Instructions – Construction Services – Bid Security Requirements, R2710T. The associated information required within the Integrity Provisions will assist PWGSC in confirming that the certifications are true.

SI03 BID DOCUMENTS

1. The following are the bid documents:
 - a) Request for Proposal- Page 1;
 - b) Special Instructions to Bidders;
 - c) General Instructions – Construction Services – Bid Security Requirements R2710T (2014-06-26);
 - d) Clauses & Conditions identified in “Contract Documents” including, without limitation, the Supplementary Conditions to the General Conditions;
 - e) Drawings and Specifications;
 - f) Bid and Acceptance Form and related Appendix(s); and
 - g) 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.

2. General Instructions - Construction Services - Bid Security Requirements R2710T is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by PWGSC. The SACC Manual is available on the PWGSC Web site:
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

SI04 ENQUIRIES DURING THE SOLICITATION PERIOD

1. For greater certainty, PWGSC shall be the single point of contact of the Contracting Authority for Bidders for all purposes under this Request for Proposal.
2. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Request for Proposal - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in G15 of R2710T, enquiries should be received no later than ten (10) 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.

3. 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.
4. 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. Failure to comply with this requirement may result in the bid being declared non-responsive.

SI05 MANDATORY SITE VISIT

1. It is mandatory that Bidders attend at least one of the two (2) site visits scheduled below:

1. Wednesday, October, 15, 2014 at 10:00 am local time;
2. Wednesday, November 19, 2014 at 10:00 am local time.

Interested bidders are to meet at:

Port Granby Waste Water Treatment Plant
545 Elliott Road, Clarington, Ontario
L1B 1L9

2. Safety boots and reflective vests must be worn at the site visit.
3. The representative of the Bidder will be required to sign the Site Visit Attendance Sheet at the site visit. Bids submitted by Bidders who have not attended the site visit and signed the attendance sheet will not be accepted. Bidders are requested to communicate with the Contracting Authority, Lauren Woodhall, at 416-512-5873 or e-mail: lauren.woodhall@pwgsc.gc.ca, at least two (2) business days before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend.

Bidders who do not attend or send a representative will not be given an alternative appointment. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

4. A Site Visit Information Session will be held immediately after each of the two site visits.
Location: Holiday Inn Express Hotel & Suites Bowmanville
37 Spicer Square, Bowmanville, Ontario L1C 5M2
Tel: 905-697-8089 / 1-877-697-8089

Identical information will be presented at each site visit information session.

SI06 SUBMISSION OF BID

Section GI09 of R2710T is replaced by the following:

1. The bid shall be submitted following a "two-envelope" procedure in which the Bidder submits the Qualifications Form and any required associated document(s) in envelope 1 and the Bid and Acceptance Form and any required associated document(s) in envelope 2. Both envelopes shall be enclosed and sealed together in a third envelope, the bid envelope. All envelopes are to be provided by the Bidder.

2. The bid envelope shall be addressed and submitted to the office designated on the Front Page of the Request for Proposal for the receipt of the bids. The bid must be received on or before the date and time set for solicitation closing. Prior to submitting the bid, the Bidder shall ensure that the following information is clearly printed or typed on the face of the bid envelope:
 - a) Solicitation Number;
 - b) Name of Bidder;
 - c) Return address; and
 - d) Closing Date and Time
3. The Qualifications Form, and any required associated document(s), shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
 - a) ENVELOPE 1 - QUALIFICATIONS;
 - b) Solicitation Number; and
 - c) Name of Bidder
4. The Bid and Acceptance Form, and any required associated document(s), shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
 - a) ENVELOPE 2 - PRICE;
 - b) Solicitation Number; and
 - c) Name of Bidder.

The bid shall be in Canadian currency. Exchange rate fluctuation protection is not offered. Any request for exchange rate fluctuation protection shall not be considered.

5. ENVELOPE 1 – QUALIFICATIONS should contain: signed front page of solicitation; responses to Appendix 5 - Evaluation Criteria and Basis of Selection; Appendix 2 – Complete List of Individuals Who are Currently Directors of the Bidder; all forms in Appendix 3 – Certifications and Forms; and any other submittals required. The bidder should also include in the technical envelope 1 the bid security in accordance with GI08 - Bid Security Requirements of R2710T - General Instructions to Bidders, as modified by SI20.

ENVELOPE 2 – PRICE should contain; Bid and Acceptance form and Appendix 1 - Combined Price form, and any other associated documents required.
6. Timely and correct delivery of bids is the sole responsibility of the Bidder.
7. Late Bids - PWGSC will return bids delivered after the stipulated bid solicitation closing date and time.

SI07 REVISION OF BID

A bid may be revised by letter in accordance with GI10 of R2710T. Due to the nature of the bid solicitation, bids and their revisions transmitted by facsimile to PWGSC will not be accepted.

SI08 OPENING OF BIDS/EVALUATION

1. There will be no public opening.
2. Envelope 1 - Qualifications - this envelope will be opened to evaluate the submittal requirements detailed below:

- Mandatory Bid Solicitation Requirements.
- Mandatory Technical Criteria as detailed in Appendix 5 will be evaluated on a Pass or Fail basis. Failure to meet any or all of the mandatory requirements will render the bid non-responsive and no other consideration will be given to the bid. All responsive Bidders meeting all the requirements of the bid solicitation and meeting all mandatory criteria will be further evaluated on the Point Rated Technical Criteria.
- Point Rated Technical Criteria – Bidders not meeting the minimum points of the Point Rated Technical Criteria as detailed in Appendix 5 will be considered non-responsive.

Only the bids that (a) meet all the Mandatory Bid Solicitation Requirements, (b) satisfy all of the Mandatory Technical Criteria and (c) achieve the mandatory pass marks for the Point Rated Criteria of the Qualifications shall proceed to the financial evaluation

3. Envelope 2 - Price: This envelope will not be opened publicly but may be opened prior to the Qualifications Envelope 1 to verify compliancy with GI08 – Bid Security Requirements of R2710T - General Instructions to Bidders, as modified by SI20.
4. The evaluation procedures are detailed in Appendix 5.

SI09 COMPLETION OF SUBMISSION

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 on any terms, conditions or technical requirements contained in this document.

SI10 DEBRIEFINGS

After contract award, Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 Working Days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

SI11 BID VALIDITY PERIOD

1. The Contracting Authority reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from the Contracting Authority, Bidders shall have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1 of SI11 is accepted, in writing, by all those who submitted bids, then the Contracting Authority shall continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1 of SI11 is not accepted in writing by all those who submitted bids then the Contracting Authority 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 the Contracting Authority's rights in law or under GI11 of R2710T.

SI12 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided with one paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the bid. Additional copies, up to a maximum of two (2), will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

SI13 SECURITY RELATED REQUIREMENTS

1. **At bid closing, the Bidder must hold a valid Security Clearance** as indicated in article 1 of section SC01 of the Supplementary Conditions to the General 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 SC01 of the Supplementary Conditions to the General 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. Neither the Contracting Party nor the Contract Counterparty (as defined in SI19) will 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 additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.

SI14 INSURANCE REQUIREMENTS

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Appendix 9.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

SI15 JOINT VENTURE

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a. the name of each member of the joint venture;
 - b. the Procurement Business Number of each member of the joint venture;
 - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - d. the name of the joint venture, if applicable.

2. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
3. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

SI16 Certifications Required Precedent to Contract Award

Bidders must provide the required certifications and associated information set out below to be awarded a contract.

The certifications provided by bidders to PWGSC are subject to verification by the Contracting Authority at all times. The Contracting Authority will declare a bid non-responsive, or the Contract Counterparty may declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information, but is under no obligation to do so, to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Status and Availability of Resources

The Bidder certifies that, should it be awarded a Contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by the Contract Counterparty's representatives and at the time specified in the bid solicitation or agreed to with Counterparty's representatives. If after award of the Contract and for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contract Counterparty of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to PWGSC. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

2. Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that

every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

S117 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA AND DEFENCE CONSTRUCTION CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Contractors bidding on construction and maintenance contracts being procured by PWGSC are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: www.cra-arc.gc.ca. Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications (Appendix 6) will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

In order to help meet demand for skilled trades people, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios¹ and to respect any hiring requirements prescribed by provincial or territorial statutes

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at Appendix 6.

If you accept fill out and sign Appendix 6.

¹ The journey person-apprentice ratio is defined as the number of qualified/certified journeypersons that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.

S118 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>

Buy and Sell <https://www.achatsetventes-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>

Standard Acquisition Clauses and Conditions (SACC) Manual
<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

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>

Construction and Consultant Services Contract Administration Forms Real Property Contracting
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

SI19 CONTRACT COUNTERPARTY

1. Bidders are advised that the successful Bidder, subject to the requirements and conditions of the bid documents, will be required as part of this Request for Proposal process to enter into the Contract and associated documents directly with AECL or CNL, as designated by PWGSC in its sole and absolute discretion at or around the time of notification of contract award (the “**Contract Counterparty**”). Bidders are directed to SC14 (Assignment) which describes the Contract Counterparty’s rights to assign the Contract after it is executed and such assignee will then become the Contract Counterparty. For greater certainty, PWGSC will not at any time be a party to the Contract. Each bidder releases and agrees to hold harmless the Contracting Authority from any claims and demands under the Contract after the award thereof, and agrees to look only to the Contract Counterparty for liability under the Contract in accordance with the terms and conditions of the Contract.
2. Without limiting the generality of the foregoing, bidders are further advised that a planned restructuring of AECL is underway whereby it is presently expected that CNL, from and after November 3, 2014, will undertake all site operations of AECL including assuming responsibility for the Contract to be entered into with the successful Bidder under this Request for Proposal. If the Contract Counterparty is AECL at that time, the Contract may be assigned to CNL in accordance with SC 14 (Assignment). In addition, while CNL is presently a wholly-owned subsidiary of AECL, it is presently expected in 2015, assuming the successful conclusion of the restructuring procurement process (GO-CO Procurement), that ownership of CNL will transfer to a private-sector entity. Neither the process nor the result of the GO-CO Procurement is finalized at the present time but the foregoing reflects the present expectations of AECL, and bidders shall

be required to accept the counterparty to the Contract and any change of control on an “as is” basis including reliance upon the financial and technical capability of such counterparty.

3. Each bidder, in submitting its bid, is deemed to specifically acknowledge the foregoing disclosures and agrees to recognize AECL or CNL, as designated by PWGSC in its sole and absolute discretion at or around the time of notification of contract award as the Contract Counterparty to the successful bidder in respect of all rights, interests, liabilities, undertakings, duties, obligations and responsibilities under and in respect of the Contract, without any right of termination or withdrawal of its bid once submitted, and without requiring any amendment or variation whatsoever to the terms and conditions of the Request for Proposal or Contract.

SI20 BID SECURITY

Delete GI 08.2 of R2710T and replace with the following:

“A bid bond shall be in the form set out in Appendix 12, properly completed, with original signatures and sealed by the approved bonding company whose bonds are acceptable to the Contracting Authority either at the time of solicitation closing or as identified in Treasury Board Appendix L, Acceptable Bonding Companies.”

SUPPLEMENTARY GENERAL INSTRUCTIONS

In addition to R2710, “General Instructions To Bidders” (GI), the following shall apply:

GI18 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.

GI19 PRICE JUSTIFICATION

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on PWGSC's request, one or more of the following price justifications:

- a. a current published price list indicating the percentage discount available to PWGSC; or
- b. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by PWGSC.

GI20 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 Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below. The Bidder must provide the following information to the Contracting Authority within 15 Working Days of the request or as specified by the Contracting Authority in the notice:

- a) Audited financial statements, if available, or the unaudited financial statements (prepared by the 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 (a) above is more than five months before the date of the request for information by the Contracting Authority, 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 Authority 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 Authority 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 Authority requests this information.
2. If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
3. If the Bidder is a subsidiary of another company, then any financial information above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the 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 the Contracting Authority, 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 Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:

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

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

- 5. Other Information: PWGSC reserves the right to request from the Bidder any other information that PWGSC requires to conduct a complete financial capability assessment of the Bidder.
- 6. Confidentiality: If the Bidder provides the information required above to PWGSC in confidence while indicating that the disclosed information is confidential, then the Contracting Authority will treat the information in a confidential manner as permitted by the *Access to Information Act*, R.S., 1985, c.A-1.
- 7. Security: In determining the Bidder's financial capability to fulfill this requirement, PWGSC 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 PWGSC and AECL/CNL, a performance guarantee from a third party or some other form of security, as determined by PWGSC).
- 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 will be provided to the Bidder.

GI21 CONDUCT OF EVALUATION

- 1. The Contracting Authority will evaluate the bids.
- 2. In conducting the evaluation of the bids, the Contracting Authority 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 bid solicitation;
 - 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 bid solicitation;
 - e. correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern.
 - f. verify any information provided by Bidders through independent research, use of any government resources or by contacting third parties;

- g. interview, at the sole costs of Bidders, any Bidder and/or any or all of the resources proposed by Bidders to fulfill the requirement of the bid solicitation.
- 3. Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

GI22 RIGHTS OF THE CONTRACTING AUTHORITY

The Contracting Authority 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 the Contracting Authority; and,
- g. negotiate with the sole responsive Bidder to ensure best value to the Contracting Authority.

SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS (SC)

SC01 SECURITY REQUIREMENTS

The following security requirement (SRCL and related clauses) applies and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

- 1. The Contractor must, at all times during the performance of the Contract to the extent applicable, 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 personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.

Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD, PWGSC, the Contractor personnel **MAY NOT ENTER** sites without an escort.

- 3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 4. The Contractor must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Appendix 8;
 - (b) Industrial Security Manual (Latest Edition).

If the Bidder is a foreign national, a different security clause will apply to the Contract. For example, in case of a United States of America supplier:

SECURITY REQUIREMENT FOR THE UNITED STATES OF AMERICA SUPPLIER:

1. Until the Foreign recipient's responsible NSA/DSA for industrial security of **the UNITED STATES of AMERICA** has provided the Canadian DSA with the requisite written Personnel Security Screening assurances, the Foreign recipient Contractor personnel SHALL NOT ENTER Government or Contractor sites or the place of the Work without an escort who holds the appropriate Personnel Security Clearance at the required level. An escort is defined as "a Government of Canada," "Owner," or "Contractor" employee who holds the appropriate Personnel Security Clearance at the required level.
2. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of their respective NSA/DSA, in accordance with the National Policies of **the UNITED STATES of AMERICA**.
3. The Foreign recipient Contractor visiting Canadian Government or industrial facilities, under this contract, will submit a Request for Visit directly to the Canadian DSA. The Canadian DSA is the Director International Industrial Security Directorate (IISD), PWGSC.

U.S. TABLE OF EQUIVALENCY	
CANADA	U.S.
PROTECTED "A"	TO BE TREATED AS CONFIDENTIAL WHILE IN THE U.S.
PROTECTED "B"	

SC02 INSURANCE TERMS

1. Insurance Contracts
 - (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
 - (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
2. Period of Insurance

- (a) The policies required in the Appendix 9, Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract. The Contractor shall be required to add or adjust additional insured coverage to include any assignees becoming the Owner throughout the duration of the Contract, as referenced in SI 19.
- (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

3. Proof of Insurance

- (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the Contractor must deposit with the Owner a Certificate of Insurance on the form attached herein.
- (b) Upon request by the Owner, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4. Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

5. Coverage Requirements

The automobile liability, commercial general liability and any other liability insurance shall name the Owner, AECL, Canada, CNL and such other entities identified by the Owner as an additional insured. The property insurance to be procured and maintained by the Contractor shall be in the joint names of, the Owner, AECL, Canada, CNL and such other entities identified by the Owner.

6. Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor. The deductibles shall not be more than:

- (a) Commercial General Liability - \$500,000
- (b) Errors And Omissions Liability - \$500,000
- (c) Automobile Liability - \$200,000
- (d) Environmental Impairment Liability - \$250,000
- (e) All Other Types of Liability - \$250,000.

SC03 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's

requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

OR

SC03 – FOREIGN NATIONALS (FOREIGN CONTRACTOR)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

SC04 INCENTIVES FOR SAVINGS PROGRAM

1. During the performance of their work, the Contractor, at its own cost, may submit to the Owner, at any time, a cost savings proposal identifying measures that will reduce the cost or duration of the Contract. For example, proposed measures may include alternative and innovative means, methods, processes, and procedures of performing the contract work. Proposals cannot include changes to design of the required end product, alteration, replacement, or change to material and equipment specifications, work limitations and project constraints.
2. The Owner shall review such proposed savings proposals and may, at its sole discretion, accept or reject measures as proposed or may negotiate with the Contractor prior to accepting or rejecting the proposal. In the event that the Owner accepts a cost savings proposal, the Contractor shall be eligible to receive a portion of the actual savings to the Owner resulting from the proposed changes, such amount to be determined by the Owner, in its sole discretion, but in no event shall be less than 40 percent of the actual amount saved as a result of the proposal.
3. A cost savings proposal shall be deemed accepted upon the issuance of a completed and duly signed contract amendment.

SC05 CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by the Owner during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, the Owner has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

SC06 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 similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to the Owner. The Contractor must, as soon as possible, give notice to the Owner 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 the Owner, if applicable.

The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Owner 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 Owner 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.

SC07 TERMINOLOGY

Add the following to GC 1.1.2.1 of R2810D:

“Claims” means any and all claims, demands, losses, liabilities, damages, obligations, payments, fines and penalties, costs and expenses, including accrued interest thereon, causes of action, actions, suits, proceedings, assessments, judgments, settlements and compromises (including legal fees and disbursements);

“Indemnified Parties” means the Owner, Canada, Public Works and Government Services, AECL, CNL, each of their respective subsidiaries, affiliates, shareholders and the officers, directors and employees of all of such persons or entities;

“Owner” means the party signing the Contract Page as “Owner.” Throughout the Contract delete “Canada” and replace with “Owner” except in the following General Condition GC 1.1.2.1 ‘Canada’, ‘Crown’, ‘Her Majesty’ means Her Majesty the Queen in right of Canada’;.

SC08 SECURITY AND PROTECTION OF DOCUMENTS AND WORK

Add the following as new GC 1.2.3.6 of R2810D:

“The Contractor shall comply with the Access Requirements Matrix set out in Appendix 10, in respect of the Project documents it receives from the Owner.”

SC09 INDEMNITY BY CONTRACTOR

1. Delete GC 1.6.2 of R2810D and replace with the following:

“The Contractor shall indemnify and save the Indemnified Parties, harmless from and against all Claims in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor, its Subcontractors and suppliers and any other person at any tier, in performing the Work.”

2. Add the following to the end of GC 1.6.3 of R2810D

“For the purposes of paragraph 2) of GC1.6, “activities” means any act improperly carried out, any omission to carry out an act and any delay in carrying out an act including, without limitation, negligent act or omission; breach of the Contractor’s obligations under the Contract; or willful misconduct.”

3. Add the following as new GC 1.6.4 of R2810D:

“The Contractor acknowledges and agrees that the Owner is acting as trustee and agent for the remaining Indemnified Parties on whose behalf and for whose benefit the indemnities and other rights

and remedies in respect of the Contract are provided and that such remaining Indemnified Parties shall have the full right and entitlement to take the benefit of and enforce such indemnities, rights and remedies notwithstanding that they may not individually be parties to the Contract. The Contractor acknowledges and agrees that Owner may enforce the indemnities, rights and remedies for and on behalf of such remaining Indemnified Parties and, in such event, the Contractor will not in any proceeding to enforce the indemnities, rights and remedies by or on behalf of such remaining Indemnified Parties, assert any defence thereto based on the absence of authority or consideration or privity of contract and irrevocably waives the benefit of any such defence.”

SC10 INDEMNITY BY OWNER

Amend GC 1.7.1 of R2810D by deleting “Subject to the Crown Liability ...Canada shall” and replace with the following:

“Subject to any applicable law that affects Owner’s rights, powers, privileges or obligations, Owner shall”

SC11 LAWS

To the end of GC 1.8.1 of R2810D add the following:

“The Contractor shall comply with the version of codes, standards and regulations identified in the site licence and site licence condition handbook or elsewhere in writing by AECL (collectively, the “Designated Versions”) and, which are in force or come in force during the performance of the Work, with respect to all other applicable laws. For greater certainty, the Contractor shall comply with the requirements of the version of all codes, standards and regulations which are in force or come in force during the performance of the Work unless such requirements contradict or conflict with the Designated Versions, in which case, the requirements of the Designated Versions shall be met. If changes are made to the Designated Versions or, if after the date of Contract, changes are made to any other applicable laws and standards, the Contractor shall notify the Owner in writing of such change and request direction from the Owner on such change. For greater certainty, the Contractor shall provide the Owner with notice of such change and receive direction from the Owner, prior to implementing any changes to the Work as a result of such change in the Designated Versions or other applicable laws. The Owner shall, in its sole and absolute discretion, provide the Contractor with direction on the applicability of such change in the Designated Versions or other applicable laws to the Work. The Contractor shall comply with such directions from the Owner. Any changes made to the Work as a result of such direction from the Owner shall be dealt with in accordance with GC 6.1, as applicable.”

SC12 PUBLICITY RELEASES

Add the following as new GC 1.12.3 of R2810D:

“The Contractor shall not release, or allow to be released by others under control of the Contractor, to the public, except as required by regulatory authorities, any information on the Contract or in respect of the Project without the prior written consent of the Owner. The Contractor shall submit to the Owner for review and consent a written copy of the information proposed to be released. The Contractor shall provide the Owner with prior written notice of any information on the Contract or in respect of the Project which is to be released to the public, as required by regulatory authorities, without the need for the consent of the Owner. Such notice shall include a copy of the information to be released.”

SC13 ASSIGNMENT

Add new GC 1.16.2 of R2810D as follows:

“Owner may from time to time assign its right, title and interest to and under the Contract to: (a) any party providing funding to the Project; (b) any party acquiring an ownership or other similar interest in the

Project, this Contract, and/or Owner; (c) Canada; (d) Canadian Nuclear Laboratories Ltd. (CNL); and/or (e) a subsidiary or affiliate of Owner, in each case without obtaining the written consent of the Contractor. Such assignee shall have all of the rights and remedies available to Owner under the Contract Documents, as well as Owner's responsibilities thereunder to the extent applicable, from and after the time such an assignee succeeds to all of Owner's right, title and interest to and under the Contract. Upon the assumption by such assignee of Owner's obligations under the Contract, Owner shall automatically be released from its obligations under the Contract. Owner shall provide the Contractor with notice of assignment of the Contract (or notice of intent to assign the Contract) within a reasonable time."

SC14 LIMITATION OF LIABILITY AND WAIVER OF CONSEQUENTIAL DAMAGES

Add new GC 1.21 "Limit of Liability and Waiver of Consequential Damages" to R2890D as follows:

- "GC 1.21.1 Notwithstanding anything to the contrary, the Owner's obligations and liabilities under the Contract are also subject to and limited by applicable laws including, without limitation, the *Nuclear Liability Act* (Canada) and its associated regulations thereunder.
- GC 1.21.2 The Contractor's aggregate liability in any manner connected with the Contract shall not exceed one hundred percent (100%) of the Contract Amount ("Limit of Liability"). This GC 1.21.2 is subject to GC 1.21.4.
- GC 1.21.3 Except for amounts paid to the Contractor under GC 6.4 as applicable, and subject to GC 1.21.4, in no event shall the Owner or the Contractor be liable for any loss of profits, loss of revenue, loss of opportunity or loss of productivity or any indirect, consequential or special damages.
- GC 1.21.4 The Limit of Liability and paragraphs 1.21.2 and 1.21.3 shall not apply to the following (which shall not be subject to any limit in respect thereof):
- a. indemnification by the Contractor in connection with third party claims against one or more of the Indemnified Parties;
 - b. wilful misconduct, bad faith, gross negligence or fraud of the Contractor, Subcontractors or Suppliers;
 - c. the obligations of the Contractor, Subcontractors and Suppliers with regard to confidentiality or intellectual property infringement; and
 - d. liability of the Contractor satisfied by the proceeds of any insurance;
- GC 1.21.5 The provisions of GC 1.21 shall (a) apply notwithstanding anything else contained in the Contract or at law, or otherwise, subject to GC 1.21.4, (b) apply whether the liability arises under the Contract, tort, warranty, strict liability, indemnification, or any other liability theory, including fundamental breach or breach of a fundamental term, and (c) survive the termination or expiration of the Contract."

SC15 LAW OF CONTRACT

Add new GC 1.22 "Law of Contract" as follows:

"The Contract, and the rights, duties, responsibilities and obligations of the parties in relation to the Contract, shall be governed by, interpreted and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties voluntarily submit to the jurisdiction of the courts of the Province of Ontario, located in the City of Toronto, and all courts competent to hear appeals therefrom."

SC16 SUBCONTRACTING AND CONSTRUCTION SAFETY

1. Without limiting the generality of any other provision, the Contractor shall file the Notice of Project naming itself as the “constructor” under the *Occupational Health and Safety Act*.
2. Add new GC 3.6.9 to R2830D as follows:

“The Contractor shall be fully responsible and liable to the Owner for acts and omissions of Contractor’s Subcontractors and suppliers and any other person at any other tier performing the Work.”

3. Add new GC 3.6.10 of R2830D as follows:

“The Contractor shall only employ those Subcontractors or Suppliers listed in Appendix 3.6 – List Of Subcontractors To Be Employed, as identified by the Contractor for the performance of that portion of the Work to which their bid applies, and the Contractor shall not engage any other Subcontractors or Suppliers for such portions of the Work without the prior written consent of the Owner.”

SC17 DEFECTIVE WORK

Amend GC 3.11.2 of R2830D by adding the following after the final sentence:

“and to the extent that the Owner has suffered costs, damages or losses as a result of such defective Work, the re-execution of defective Work, or damage or destruction by such removal or replacement, the Owner shall be reimbursed by the Contractor for such costs, damages, and losses.”

SC18 WARRANTY

1. Amend GC 3.13 “Warranty and Rectifications of Defects in the Work” of R2830D by changing all references to “12 months” to “24 months or such longer period provided elsewhere in the Contract in respect of a specific aspect of the work” and “12-month period” to “24-month period or such longer period provided elsewhere in the Contract in respect of a specific aspect of the work.”
2. Add the following as new GC 3.13.4 of R2830D:

“The provisions of GC 3.13 “Warranty and Rectification of Defects in Work” and any other warranty provisions in the Contract shall not deprive the Owner of any action, right or remedy otherwise available to it for the Contractor’s failure to fulfill its responsibilities under the Contract and shall not be construed as waiver of claims in favour of the Contractor or as a limitation on the time in which the Owner may pursue such other action, right or remedy. The warranties set forth in the Contract are supplemental to and do not limit or preclude the application of any of the conditions and warranties, express or implied, by law or trade usage.”

SC19 CONTAMINATED SITE CONDITIONS AND CHANGES IN SUBSURFACE CONDITIONS

1. Amend GC 4.4.2 of R2840D by adding the following after “site conditions exists at the site of the Work,”:

“and the underlying contaminant was not brought to the Site by the Contractor or anyone for whom the Contractor is responsible or the Contractor is not required by the Contract to deal with the underlying contaminant as a part of the Work, ...”

2. Amend GC 6.2.1 of R2865D by adding “or the Contract Documents” before “or a reasonable assumption of fact based...”

SC20 HOLDBACK AND SUBSTANTIAL PERFORMANCE

1. Delete GC 5.4.3 of R2850D and replace with the following:

“Subject to GC 5.2, “Amount Payable”, and paragraph 5) of GC 5.4, Owner shall pay the Contractor an amount that is equal to 90 percent of the value that is indicated in Owner’s progress report, which, for greater certainty, is the undisputed portion of the progress claim from the Contractor.”

2. Amend GC 5.5.4a) of R2850D by changing the reference to “30 days” to “45 days.”

SC21 PAYMENT DELAYS

Delete GC 5.11.1 of R2850D.

SC22 VACATING LIENS

Add new GC 5.14 “Vacating Liens” to R2850D as follows:

- “GC 5.14.1 For greater certainty, the Owner and the Contractor acknowledge that the *Construction Lien Act* (Ontario) does not apply to this Contract or the Work and that the holdback retained by the Owner in accordance with GC 5.4.3 is a contractual mechanism created pursuant to and subject to the terms of this Contract.
- GC 5.14.2 Notwithstanding any other provision in the Contract, the Owner shall not be obligated to make payment to the Contractor, if at the time such payment was otherwise due a lien arising from the performance of the Work has been registered against the Project lands or given to the Owner, and has not been vacated, discharged or satisfied. In the event that a lien arising from the performance of the Work is registered against the Project lands or given to the Owner, the Contractor shall, within seven (7) Working Days of notice of such lien or other claim or demand, at its sole expense, vacate, discharge or satisfy the lien. If the Contractor fails to vacate, discharge or satisfy the lien within such time, the Owner may, at its option, vacate, discharge or satisfy the lien and all costs and expenses incurred by the Owner in so doing (including all legal fees and disbursements and the cost and amount of the security posted discharge or to vacate the lien) shall be for the account of the Contractor.
- GC 5.14.3 Without limiting any of the foregoing, the Contractor shall indemnify and hold harmless the Indemnified Parties from and against any and all Claims in connection with the lien or subsequent lawsuit brought in connection therewith.
- GC 5.14.4 This GC 5.14 does not apply to liens claimed by the Contractor that result from the Owner’s failure to pay undisputed amounts under the Contract.”

SC23 UNDERGROUND STRUCTURES AND HIDDEN STRUCTURES

Add the following to GC 6.2 of R2865D:

- “GC 6.2.9 The position of all pole lines, conduits, watermains, sewers and other covered, concealed, underground and overground utilities and structures in, on, under or over the place of the Work (collectively, the “Utilities and Structures”) are not necessarily shown on the drawings or referenced in the contract documents, and, where shown, the accuracy of the position of such Utilities and Structures is not guaranteed and the Owner disclaims all liability with respect to same. As a part of, and in co-ordination with, the Work, the Contractor shall provide for the removal, protection, support, temporary and permanent relocation and restoration of the Utilities and Structures to the satisfaction of

the owners of the Utilities and Structures, and in performing such Work, the Contractor shall comply with the procedures, requirements and policies of the owners of the Utilities and Structures. Without limiting the generality of the foregoing, before starting Work, the Contractor shall inform itself of the exact elevation, size, depth and location of all Utilities and Structures, shall use reasonable precautions to anticipate the existence and location of any Utilities and Structures, and the Contractor shall be liable for damages to the Utilities and Structures by those for whom it is responsible, and for greater certainty, the time for completion of the Work shall not be extended nor the Contract Amount increased as a result.”

SC24 NOTICE OF CLAIM

Amend GC 6.5.4 of R2865D by adding the following after the final sentence:

“Any Claims by the Contractor for a change in the Contract time or Contract Amount or otherwise against the Owner shall be barred, and waived and released by the Contractor, unless there has been strict compliance with all of the requirements of this GC 6.5 and the Contractor has provided a notice in writing to the Owner of such Claim, within the earlier of: (i) ten (10) Working Days after the Contractor knows, or should know acting reasonably, of the event or circumstance giving rise to such Claim or (ii) such other period of time expressly allowed for by this Contract. Failure of the Contractor to strictly comply with these notice provisions with respect to an event or circumstance constitute a waiver and release of any obligation of the Owner to extend the Contract time as a result of the event or circumstance and of any Claim by the Contractor for costs or damages as a result of such event or circumstance. Without limiting the generality of the content of such notice, the Contractor shall provide the Owner with a detailed account of the amount claimed, if any, and all other necessary particulars to substantiate the Claim and sufficient and adequate information and documents for the Owner to properly consider the Claim including, to the extent applicable to the Claim, the following: the affected project schedule task number(s), description of the delay, the apparent cause of the delay, evidence that the delay is attributable to the Owner, details of mitigation strategies applied, date and time when the delay was experienced, accompanying delay timesheet summarizing staff labour hours and expenses and assessment of the impact to overall project schedule.”

SC25 OWNER DELAY AND RECOVERY PLAN

Add the following to GC 6.5 of R2865D:

“GC 6.5.9 If the Work should be behind schedule for a reason other than as described in GC 6.5.1, the Contractor shall, at its expense, produce and present to the Owner a recovery plan demonstrating how the Contractor will achieve the recovery of the schedule, and bring the Work back on schedule (including, without limitation, expediting, providing additional supervision and co-ordination, increasing the labour force and equipment, improving organization and working overtime) and the Contractor shall implement such plan, as accepted by the Owner. For greater certainty, there shall be no extension in the time for completion of the Work under the Contract to the extent the delay was caused by the negligent act or omission of the Contractor, supplier or Subcontractor or any other person at any tier performing the Work, or by the Contractor’s breach of the Contract.

GC 6.5.10 If the Owner is delayed in the performance of its obligations under the Contract, by a cause beyond the Owner’s control, then the time for performance of such obligations shall be extended for such reasonable time as the Owner may determine.”

SC26 TERMINATION BY CONTRACTOR AND REMEDIES

1. Add new GC 7.5 “Termination of Contract by the Contractor” of R2870D as follows:

“GC 7.5.1 If the Owner fails to pay the Contractor an undisputed amount when due under the Contract, the Contractor may notify the Owner in writing that the Owner is in default of the Owner’s contractual payment obligations.

GC 7.5.2 The Contractor’s notice in writing to the Owner provided under paragraph 7.5.1 shall advise that if the Owner’s failure to pay the undisputed amount is not corrected within ten (10) Working Days following the receipt of the notice in writing, the Contractor may, without prejudice to any other right or remedy the Contractor may have, stop the Work or terminate the Contract.”

2. Add new GC 7.6 “Rights and Remedies on Termination” to R2870D as follows:

GC 7.6.1 If the Owner takes Work out of the Contractor’s hands or terminates the Contract as provided in GC 7.1 or GC 7.3, the Owner shall, at its sole option and without prejudice to any other right or remedy which is available to the Owner, be entitled to take possession of the Work, all Material and Plant, utilize the Plant, and finish the applicable Work by whatever method the Owner may consider expedient.

GC 7.6.2 The Contractor hereby grants, or shall obtain for, the Owner whatever licenses and entitlements the Owner requires in order to fully and effectively exercise the rights provided for in GC 7.6.1”

SC27 DISPUTE RESOLUTION

1. Delete GC 8.8.1 “Interpretation” of R2882D.

2. Amend GC 8.8.4 “Appointment of Project Mediator” of R2882D as follows:

- a. In GC 8.8.4.1 of R2882D, delete “drafted by the Coordinator and”;
- b. In GC 8.8.4.3 of R2882D, delete “both the Project Mediator and the Coordinator” and replace with “the Project Mediator”;
- c. Delete GC 8.8.4.4, GC 8.8.4.5, GC 8.8.4.6, GC 8.8.4.7, GC 8.8.4.8, GC 8.8.4.9, GC 8.8.4.10 and GC 8.8.4.11 of R2882D.
- d. Add new GC 8.8.4.4 of R2882D as follows:

“If the parties are unable to agree on a Project Mediator within the 17 Working Day period referred to in GC 8.8.4.2, either party may request a judge of the Superior Court of Ontario to appoint the Project Mediator. The Project Mediator must be impartial and independent of the parties, and an experienced and skilled commercial mediator, preferably with knowledge of the subject matter of the dispute.”

3. Add new GC 8.8.12.4 of R2882D as follows: “After the termination of the mediation, either party may refer the unresolved dispute to the courts.”

SC28 CONTRACT SECURITY

1. Delete GC 9.2.1 of R2890D and replace with the following:

“Within ten (10) days of the signing of the Contract by the Owner, the Contractor shall deliver to the Owner an irrevocable standby letter of credit in an amount that is not less than the following:

- a. during the period from the commencement of the Work up to and including the completion of items V through X (inclusive) referred to in drawing number WT-G-05 (dated July 15, 2013) under the heading Stage 2: Contract C, twenty percent (20%) of the Contract Amount (excluding applicable tax(es)); and
- b. during the period from completion of items V through X (inclusive) referred to in drawing number WT-G-05 (dated July 15, 2013) under the heading Stage 2: Contract C, until the end of the warranty period referred to in GC 3.13, ten percent (10 %) of the Contract Amount (excluding applicable tax(es));

or such lesser amount agreed to by the Owner and the Contractor.”

2. Amend GC 9.2.6 of R2890D by deleting “in subparagraph 1)(b) of GC 9.2” and replacing with “in subparagraph 1) of GC 9.2.”
3. Add new GC 9.3 “Letter of Credit” of R2890D as follows:

“GC 9.3.1 Without limiting the requirements set out in GC 9.2.6, the letter of credit required by GC 9.2.1 shall be in the form set out in Appendix 11 of the Request for Proposal (“Letter of Credit”). The Letter of Credit shall stand as security for the Contractor’s liabilities and obligations under the Contract including without limitation those under GC 3.6.9, and the activities (as defined in GC 1.6.3) of the Contractor’s Subcontractors and suppliers and any other person at any tier performing the Work. The Letter of Credit shall be in place, and maintained by the Contractor, throughout performance of the Work until the end of the warranty period referred to in GC 3.13 and the Letter of Credit does not have to be returned to the Contractor until the end of such warranty period. For greater certainty, the Contractor shall provide the Owner with a replacement Letter of Credit if the initial or subsequent Letter of Credit expires before the end of such warranty period.

GC 9.3.2 The bank issuing the Letter of Credit must be acceptable to the Owner. Without limiting the generality of the foregoing, such issuing bank must be a domestic bank authorized by the Office of the Superintendent of Financial Institutions to operate in Canada and listed on Schedule 1 to the *Bank Act* and have a branch in downtown Toronto from which a call on the letter of credit may be made by the Owner.

GC 9.3.3 The Owner may, without prejudice to any other right or remedy, make a draw against the Letter of Credit and use such funds in connection with:

- a. any Claims against the Owner or incurred or suffered by the Owner or any Claims which may be made against the Owner or which may be incurred or suffered by the Owner as a result of a default or breach by the Contractor under this Contract; and/or
- b. any Claims against the Owner or incurred or suffered by the Owner or any Claims which may be made against the Owner or which may be incurred or suffered by the Owner in respect of the activities (as defined in GC 1.6.3) of the Contractor’s Subcontractors and suppliers and any other person at any other tier in performing the Work; and/or
- c. the Owner exercising its rights under GC 7.1.”

CONTRACT DOCUMENTS (CD)

1. The following are the contract documents forming the Contract:

- a) Contract Page when signed by AECL or CNL;
- b) Duly completed Bid and Acceptance Form and any Appendices attached thereto, and Appendices 8 to 11 inclusive;
- c) Drawings and Specifications;
- d) General Conditions and clauses

GC1	General Provisions	R2810D	(2014-06-26);
GC2	Administration of the Contract	R2820D	(2014-06-26);
GC3	Execution and Control of the Work	R2830D	(2014-03-01);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2014-06-26);
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	(2014-06-26);
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2014-06-26);

- e) Supplementary Conditions to the General Conditions
- 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 the Contracting Authority 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.

2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and PWGSC. The SACC Manual is available on the PWGSC Web site:
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Project No. R.023276.217
Port Granby Long Term Waste Management Facility
Port Granby, Ontario

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

PBN: _____

BA03 THE BID

The Bidder offers to PWGSC to perform and complete the Work for the above named project in accordance with the Bid Documents for the **TOTAL BID AMOUNT INDICATED IN APPENDIX 1.**

BA04 BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of **one year** following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Contractor's bid by the Contracting Authority, a binding Contract shall be formed between AECL or CNL (being the Contract Counterparty as designated by PWGSC in its sole and absolute discretion at or around the time of notification of contract award) and the Contractor. The documents forming the Contract shall be the contract documents identified in Contract Documents (CD).

BA06 CONSTRUCTION TIME

The Contractor shall perform and complete the Work within **286 weeks** from the date of notification of acceptance of the bid.

BA07 BID SECURITY

The Bidder is enclosing bid security with its bid in accordance with GI08 - Bid Security Requirements of R2710T - General Instructions to Bidders.

BA08 SIGNATURE

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

Signature

Date

APPENDIX 1 - COMBINED PRICE FORM

1. The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by PWGSC.
2. PWGSC in its sole discretion may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

LUMP SUM AMOUNT

The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies.

Work included in the Lump Sum Amount represents all work not included in the unit price table nor the cash Allowances.

LUMP SUM AMOUNT (LSA) Excluding applicable tax(es)
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CASH ALLOWANCES

Cash allowances for the following, unless otherwise specified, covers total net cost to Contractor for:

1. Non-potable well – Section 01 52 00	\$25,000.00
2. Electronic Security System - Section 28 13 00	\$77,000.00
3. Control System Programming - Section 40 90 00	\$55,000.00

TOTAL CASH ALLOWANCES (CA) Excluding applicable tax(es)	\$157,000.00
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UNIT PRICE TABLE

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- a) Work included in each item is as described in the referenced specification section.
- b) The Price per Unit shall not include any amounts for Work that is not included in that unit price Item.
- c) The unit prices include overhead, escalation, profit and all other related charges including labour, material, fabrication and installation. The estimated quantities below are an approximation and not a representation or guarantee of the quantities required.

Division 01 - General

Item	Description	Unit of Measurement	Est. Qty	Price per Unit	Total Price
1	SECTION 01 35 29 HEALTH AND SAFETY REQUIREMENTS	Lot	1		\$
2	SECTION 01 35 30 RADIATION PROTECTION	Lot	1		\$

Item	Description	Unit of Measurement	Est. Qty	Price per Unit	Total Price
	PLAN				
3	SECTION 01 35 43 ENVIRONMENTAL PROCEDURES	Lot	1		\$
4	SECTION 01 45 00 CONSTRUCTION QUALITY CONTROL	Lot	1		\$
5	SECTION 01 52 00 CONSTRUCTION FACILITIES	Lot	1		\$
6	SECTION 01 56 00 TEMPORARY BARRIERS AND ENCLOSURES FOR SOIL REMEDIATION	Lot	1		\$
7	SECTION 01 74 20 CONSTRUCTION / DEMOLITION WASTE MANAGEMENT AND DISPOSAL	Lot	1		\$
8	SECTION 01 75 10 VERIFICATION SAMPLING AND LABORATORY SUBMISSION PROTOCOL				
a	Laboratory Analysis of Primary/Signature COPCs	Each	7,700		\$
b	Laboratory Analysis of Primary/Signature COPCs (Final Verification)	Each	770		\$
TOTAL DIVISION 01					\$

Division 02 – Existing Conditions

Item	Description	Unit of Measurement	Est. Qty	Price per Unit	Total Price
1	Section 02 41 13.14 ASPHALT PAVING REMOVAL				
a	Contaminated Asphalt	m ²	25,478		\$
b	Unimpacted Asphalt (not contaminated)	m ²	8,764		\$
2	Section 02 41 23 SELECTIVE SITE DEMOLITION	Lot	1		\$
3	Section 02 61 00 EXCAVATION AND TRANSPORTATION OF WASTE MATERIAL				
a	Waste excavation, 550,000 tonne	Lot	1		\$
b	Waste excavation in excess of 550,000 tonne	Tonne	150,000		\$
TOTAL DIVISION 02					\$

Division 03 – Concrete

Item	Description	Unit of Measurement	Est. Qty	Price per Unit	Total Price
1	SECTION 03 30 00 CAST IN PLACE CONCRETE				
a	Concrete in bridge footings	m ³	93		\$

Item	Description	Unit of Measurement	Est. Qty	Price per Unit	Total Price
b	Concrete in bridge abutments and retaining walls	m ³	352		\$
c	Concrete in retaining walls	m ³	44		\$
d	Concrete in bridge barrier walls	m ³	163		\$
e	Concrete in bridge deck	m ³	45		\$
f	Concrete in bridge approach slabs	m ³	47		\$
g	Pumping Station No. 1 – Eq. Pond	Lot	1		\$
h	Pumping Station No. 2 – PGWMF SWM Pond	Lot	1		\$
i	Pumping Station No. 3 – East Gorge	Lot	1		\$
j	Pumping Station No. 4 – West Gorge	Lot	1		\$
k	Pumping Station No. 5 – Leachate Cell 1	Lot	1		\$
l	Pumping Station No. 6 – Leachate Cell 2	Lot	1		\$
2	SECTION 03 41 01 BELOW GRADE PRECAST STRUCTURAL CONCRETE	Lot	1		\$
3	SECTION 03 41 43 PRECAST STRUCTURAL CONCRETE BUILDINGS	Lot	1		\$
TOTAL DIVISION 03					\$

Division 05 – Metals

Item	Description	Unit of Measurement	Est. Qty	Price per Unit	Total Price
1	SECTION 05 50 00 METAL FABRICATIONS				
a	Steel Railing	Lin m	105.5		\$
TOTAL DIVISION 05					\$

Division 08 – Openings

Item	Description	Unit of Measurement	Est. Qty	Price per Unit	Total Price
1	SECTION 08 90 00 LOUVERS AND VENTS				
a	Louvers and Vents	Lot	1		\$
TOTAL DIVISION 08					\$

Division 10 – Specialties

Item	Description	Unit of Measurement	Est. Qty	Price per Unit	Total Price
1	Section 10 14 53 TRAFFIC SIGNAGE				

Item	Description	Unit of Measurement	Est. Qty	Price per Unit	Total Price
a	Signage w/ wooden posts	Each	77		\$
b	Signage w/ steel posts	Each	75		\$
c	Relocate existing signage	Each	56		\$
d	Signage on concrete structures	Each	4		\$
e	Signage on concrete base	Each	6		\$
TOTAL DIVISION 10					\$

Division 23 – Heating, Ventilating and Air-Conditioning (HVAC)

Item	Description	Unit of Measurement	Est. Qty	Price per Unit	Total Price
1	SECTION 23 05 00 COMMON WORK RESULTS - MECHANICAL	Lot	1		\$
2	SECTION 23 05 11 MECHANICAL NOTES	Lot	1		\$
3	SECTION 23 05 13 COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	Lot	1		\$
4	SECTION 23 05 93 MECHANICAL TESTING, ADJUSTING AND BALANCING (TAB) MAJOR WORKS	Lot	1		\$
5	SECTION 23 07 13 DUCT INSULATION	Lot	1		\$
6	SECTION 23 08 00 MECHANICAL COMMISSIONING	Lot	1		\$
7	SECTION 23 31 13.01 METAL DUCTS – LOW PRESSURE TO 500 PA	Lot	1		\$
8	SECTION 23 33 00 AIR DUCT ACCESSORIES	Lot	1		\$
9	SECTION 23 33 14 DAMPERS – BALANCING	Lot	1		\$
10	SECTION 23 33 15 DAMPERS - OPERATING	Lot	1		\$
11	SECTION 23 34 00 HVAC FANS	Lot	1		\$
12	SECTION 23 82 39.01 UNIT HEATERS - ELECTRIC	Lot	1		\$
TOTAL DIVISION 23					\$

Division 26 – Electrical

Item	Description	Unit of Measurement	Est. Qty	Price per Unit	Total Price
1	SECTION 26 05 00 COMMON WORK RESULTS – FOR ELECTRICAL	Lot	1		\$
2	SECTION 26 05 03 SHORT CIRCUIT AND CO-ORDINATION STUDY, ARC FLASH AND GROUNDING STUDY	Lot	1		\$

Item	Description	Unit of Measurement	Est. Qty	Price per Unit	Total Price
3	SECTION 26 05 21 WIRES AND CABLES (0-1000 V)	Lot	1		\$
4	SECTION 26 05 28 GROUNDING – SECONDARY	Lot	1		\$
5	SECTION 26 05 29 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	Lot	1		\$
6	SECTION 26 05 31 SPLITTERS, JUNCTION, PULL BOXES AND CABINETS	Lot	1		\$
7	SECTION 26 05 32 OUTLET BOXES, CONDUIT BOXES, AND FITTINGS	Lot	1		\$
8	SECTION 26 05 34 CONDUITS, CONDUIT FASTENINGS AND CONDUIT FITTINGS	Lot	1		\$
9	SECTION 26 05 43.01 INSTALLATION OF CABLES IN TRENCHES AND IN DUCTS	Lot	1		\$
10	SECTION 26 05 80 FRACTIONAL HORSEPOWER MOTORS	Lot	1		\$
11	SECTION 26 05 81 MOTORS: 1 TO 200 HP, TO 600V	Lot	1		\$
12	SECTION 26 12 16.01 DRY TYPE TRANSFORMERS UP TO 600 V PRIMARY	Lot	1		\$
13	SECTION 26 24 16.01 PANELBOARDS BREAKER TYPE	Lot	1		\$
14	SECTION 26 27 16 ELECTRICAL CABINETS AND ENCLOSURES	Lot	1		\$
15	SECTION 26 27 26 WIRING DEVICES	Lot	1		\$
16	SECTION 26 28 16.02 MOULDED CASE CIRCUIT BREAKERS	Lot	1		\$
17	SECTION 26 28 23 DISCONNECT SWITCHES - FUSED AND NON-FUSED	Lot	1		\$
18	SECTION 26 29 03 CONTROL DEVICES	Lot	1		\$
19	SECTION 26 29 10 MOTOR STARTERS TO 600 V	Lot	1		\$
20	SECTION 26 36 13 MANUAL TRANSFER SWITCH	Lot	1		\$
21	SECTION 26 50 00 LIGHTING	Lot	1		\$
22	SECTION 26 52 00 EMERGENCY LIGHTING	Lot	1		\$
23	SECTION 26 53 00 EXIT SIGNS	Lot	1		\$
24	SECTION 26 56 19 ROADWAY LIGHTING AND TRAFFIC SIGNALIZATION	Lot	1		\$
25	SECTION 26 56 80 COMMISSIONING OF ELECTRICAL SYSTEMS	Lot	1		\$
26	SECTION 26 56 90 WIRING OF EQUIPMENT SUPPLIED BY OTHERS	Lot	1		\$
27	SECTION 26 05 34 CONDUITS, CONDUIT FASTENINGS AND CONDUIT FITTINGS – 100mm dia PVC CONDUIT ALONG LAKESHORE ROAD	Lin m	480		\$

Item	Description	Unit of Measurement	Est. Qty	Price per Unit	Total Price
TOTAL DIVISION 26					\$

Division 31 – Earthwork

Item	Description	Unit of Measurement	Est. Qty	Price per Unit	Total Price
1	SECTION 31 11 00 CLEARING AND GRUBBING				
a	General Clearing and Grubbing and Bird Breeding Surveys	Lot	1		\$
2	SECTION 31 11 01 EROSION AND SEDIMENT CONTROL				
a	Rock Flow Check Dams	Each	23		\$
b	Mud Mats	m ²	1,700		\$
c	Silt Fence	Lin m	110		\$
3	SECTION 31 22 13 GENERAL EARTHWORK AND ROUGH GRADING				
a	Submittals	Lot	1		\$
b	Topsoil stripping and stockpiling at LTWMF (in-place cubic metre volume removed from excavation)	m ³	86,920		\$
c	Excavation and stockpiling of LTWMF Clean Fill (in-place cubic metre volume removed from excavation)	m ³	572,238		\$
d	Excavation and stockpiling of Clean Waste Cover Material/PGWMF Fill Material (in-place cubic metre volume removed from excavation)	m ³	136,954		\$
e	Backfill, compaction and grading at PGWMF with approved fill from the PGWMF (in-place)	m ³	136,954		\$
f	Backfill, compaction and grading at PGWMF and offsite remediation areas with approved fill from the LTWMF (in-place)	m ³	135,642		\$
g	Backfill, compaction and grading at LTWMF with approved fill from LTWMF (in-place)	m ³	119,575		\$
h	Earth excavation of bridge structure abutment foundations and wing wall foundations	m ³	272		\$
i	Earth excavation of bridge structure retaining wall foundations	m ³	293		\$
j	Backfilling for the bridge structure abutment walls, wing walls and retaining walls with Granular B Type 1	Tonne	2,687		\$
k	Earth Excavation including stripping for Detour Road Construction	m ³	8,213		\$
l	Placement of Fill for Detour Road Construction	m ³	3,573		\$

Item	Description	Unit of Measurement	Est. Qty	Price per Unit	Total Price
m	Earth Excavation including stripping for Lakeshore Road Construction	m ³	4,807		\$
n	Placement of Fill for Lakeshore Road Construction	m ³	6,394		\$
o	Placement of Fill for Detour Road Reinstatement for Underpass Removal	m ³	10,350		\$
p	Placement of Fill for Lakeshore Road Reinstatement for Underpass Removal	m ³	16,353		\$
q	All other General Earthwork and Rough Grading Requirements	Lot	1		\$
4	SECTION 31 23 19 DEWATERING				
a	Dewatering for underpass structure	Lot	1		\$
5	SECTION 31 23 33.01 CONTAINMENT MOUND FINAL COVER AND PERIMETER BERM				
a	Containment Mound Final Cover (in-place)	m ³	113,200		\$
b	Containment Mound Perimeter Berm (in-place)	m ³	15,000		\$
6	SECTION 31 24 14 SLOPE STABILITY				
a	Submittals	Lot	1		\$
b	Execution of slope stability requirements	Lot	1		\$
c	Inclinometers	Each	10		\$
d	Piezometers	Each	10		\$
7	SECTION 31 32 19.01 GEOTEXTILES				
a	Final cover geotextile	m ²	202,400		\$
8	SECTION 31 32 19.02 HDPE GEOMEMBRANE				
a	2.0 mm smooth geomembrane for Containment Mound	m ²	67,500		\$
b	2.0 mm textured geomembrane for Containment Mound	m ²	29,600		\$
c	1.5 mm textured geomembrane for Containment Mound	m ²	99,500		\$
d	1.5 mm textured geomembrane for equalization pond, SWM Ponds and drainage ditches	m ²	19,123		
e	1.5 mm smooth geomembrane for equalization pond, SWM Ponds and drainage ditches	m ²	4,095		\$
9	SECTION 31 32 19.13 GEOGRID SOIL STABILIZATION				
a	Geogrid Soil Stabilization	m ²	5,850		\$
b	Woven Geotextile – Nichols Road	m ²	1,500		\$
c	0.25mm Polythene Sheet – Nichols Road	m ²	1,500		\$
10	SECTION 31 32 40 COMPACTED CLAY LINER				

Item	Description	Unit of Measurement	Est. Qty	Price per Unit	Total Price
a	Containment Mound (in-place)	m ³	70,800		\$
b	Equalization and Stormwater Ponds and Drainage Ditches (in-place)	m ³	12,163		\$
c	Electrical conductivity sensor nests	Each	10		\$
d	Electrical conductivity measuring system	Lot	1		\$
11	SECTION 31 32 50 GEOSYNTHETIC CLAY LINER				
a	Geosynthetic Clay Liner	m ²	117,712		\$
12	SECTION 31 32 60 DRAINAGE GEOCOMPOSITES				
a	Drainage Geocomposite (East Gorge Groundwater Collector - PGWMF)	m ²	14,700		\$
b	Drainage Geocomposite (Leachate Collection System - Containment Mound)	m ²	97,100		\$
c	Drainage Geocomposite (Final Cover - Containment Mound)	m ²	99,500		\$
d	MH1 & 2 – OPSD 701.012	Each	2		\$
f	Drainage trench and pipe at valley (East Gorge Groundwater Collector - PGWMF)	Lin m	170		\$
g	Drainage trench and pipe along toe of side slope ((East Gorge Groundwater Collector - PGWMF)EGGC)	Lin m	130		\$
h	Drainage trench and pipe (non-perforated) for (East Gorge Groundwater Collector - PGWMF)	Lin m	215		\$
13	SECTION 31 32 70 GRANULAR MATERIALS				
a	Leachate sumps (all elements)	Each	2		\$
b	Concrete Sand	Tonne	167,500		\$
c	Coarse Sand and Gravel	Tonne	28,500		\$
d	9.5 to 26.5 mm clear stone	Tonne	65,100		\$
e	Granular A	Tonne	63,500		\$
f	Coarse Gravel and Cobble	Tonne	98,100		\$
g	53 mm clear stone	Tonne	20,000		\$
h	Piezometers and Cable	Each	10		\$
i	Terminal Box and Readout Unit	Each	2		\$
14	SECTION 31 32 80 THERMAL CONDUCTIVITY SENSOR				
a	Thermal Conductivity Sensors	Each	20		\$
b	Controller	Each	2		\$
15	SECTION 31 32 90 SOIL MOISTURE SENSOR				

Item	Description	Unit of Measurement	Est. Qty	Price per Unit	Total Price
a	Soil Moisture Sensor	Each	20		\$
b	Data logger	Each	20		\$
c	Laboratory Calibration	Lot	1		\$
16	SECTION 31 36 10 GABIONS				
a	Gabions	m ³	110		\$
17	SECTION 31 37 11 RIP RAP				
a	300mm Depth R10 c/w non-woven geotextile	m ²	5,445		\$
b	2 – Layers 300mm Rip Rap at East Gorge	m ²	928		\$
c	2 – Layers 300mm Rip Rap at West Gorge	m ²	242		\$
d	300mm thick on culvert outlets	m ²	476		\$
TOTAL DIVISION 31					\$

Division 32 – Exterior Improvements

Item	Description	Unit of Measurement	Est. Qty	Price per Unit	Total Price
1	SECTION 32 01 11.01 PAVEMENT CLEANING AND MARKING REMOVAL				
a	Pavement Cleaning	m ²	2,500		\$
b	Removal of pavement markings	Lin m	200		\$
2	SECTION 32 11 23 AGGREGATE BASE COURSES				
a	Gran A	Tonne	33,360		\$
b	Gran B Type 1	Tonne	18,490		\$
c	Angular Subbase	Tonne	118,250		\$
d	19mm Crusher Run Limestone	Tonne	1,646		\$
3	SECTION 32 12 17 ASPHALTIC CONCRETE PAVING				
a	HL8 base course PG64-28 – 2 lifts for 120mm	Tonne	8,820		\$
b	HL8 base course PG58-28 – 1 lift for 50mm	Tonne	1,050		\$
c	HL8 base course PG58-28 – 1 lift for 75mm	Tonne	914		\$
d	HL3 Asphalt surface course PG58-28 -1 lift 40 mm	Tonne	1,550		\$
e	HL1 Asphalt surface course PG58-28 – 1 lift 40mm	Tonne	2,900		\$
f	HL3 Asphalt Paving for Blvd and Spillways	m ²	120		\$
g	Asphalt membrane waterproofing and protection board	m ²	433		\$

Item	Description	Unit of Measurement	Est. Qty	Price per Unit	Total Price
h	Forming and filling grooves	Lin m	78		\$
4	SECTION 32 14 43 GRASS PAVING SYSTEM				
a	Grass Paving System	m ²	80		\$
5	SECTION 32 16 15 CONCRETE WALKS, CURBS AND GUTTERS				
a	OPSD 310.010	Lin m	5		\$
b	OPSD 600.040	Lin m	1,342		\$
c	OPSD 600.060	Lin m	63		\$
d	Gutter Outlet	Each	13		\$
6	SECTION 32 17 24 PAVEMENT MARKINGS				
a	10cm solid yellow line painted	Lin m	1,675		\$
b	10cm solid white line painted	Lin m	3,366		\$
c	45cm solid white thermo-plastic	Lin m	15		\$
d	Pre-marking	Lot	4		\$
7	SECTION 32 31 13 BLACK VINYL CHAIN LINK FENCES AND GATES				
a	Black vinyl chain link fence with barbed wire	Lin m	976		\$
b	Black vinyl gates (9 m)	Each	1		\$
c	Black vinyl gates (6 m)	Each	2		\$
8	SECTION 32 31 14 STEEL CHAIN LINK FENCES AND GATES				
a	Galvanized chain link fence (1.8 m with barbed wire)	Lin m	581		\$
b	Galvanized chain link fence (1.8 m without barbed wire)	Lin m	1,575		\$
c	Galvanized gates (9 m double swing gate)	Each	2		
d	Galvanized gates (6 m double swing gate)	Each	3		\$
e	Galvanized gates (1.2 m single swing man gate)	Each	1		\$
9	SECTION 32 31 26 WIRE FENCES AND GATES				
a	Wire fences	Lin m	24		\$
10	SECTION 32 91 19.13 TOPSOIL PLACEMENT AND GRADING				
a	Topsoil placement and grading	m ²	543,207		\$
b	Topsoil for tree pits	Each	230		\$
c	Laboratory analysis	Each	50		\$
11	SECTION 32 92 19.16 HYDRAULIC SEEDING				
a	Grass mixture including fertilizer and mulch	m ²	813,058		\$

Item	Description	Unit of Measurement	Est. Qty	Price per Unit	Total Price
b	Erosion Control Mat / Erosion Protection Mat	m ²	15,000		\$
12	SECTION 32 92 23 SODDING				
a	Turf Grass Nursery Sod	m ²	7,552		\$
b	Staked Sod in Ditch Invert	m ²	14,813		\$
13	SECTION 32 93 10 TREES, SHRUBS AND GROUND COVER PLANTING				
a	60mm Cal, Deciduous Tree	Each	162		\$
b	60mm Cal, Coniferous Tree	Each	68		\$
c	Watering	Lot	1		\$
14	SECTION 32 93 43.01 TREE PRUNING				
a	Tree Pruning	Lot	1		\$
TOTAL DIVISION 32					\$

Division 33 – Utilities

Item	Description	Unit of Measurement	Est. Qty	Price per Unit	Total Price
1	SECTION 33 05 14 MAINTENANCE HOLES AND CATCH BASINS				
a	OPSD 701.010 Depth 1-2m	Each	1		\$
b	OPSD 701.010 Depth 2-3m	Each	3		\$
c	OPSD 701.010 Depth 3-4m	Each	4		\$
d	OPSD 701.011 Depth 1-2m	Each	1		\$
e	OPSD 701.011 Depth 3-4m	Each	1		\$
f	OPSD 701.011 Depth 5-6m c/w safety grate per OPSD 404.020	Each	1		\$
g	OPSD 705.040	Each	1		\$
h	Connect to Ex MH	Each	1		\$
i	Connect to Ex Metering Chamber	Lot	1		\$
j	OPSD 702.040	Each	1		\$
k	Adjusting tops of existing maintenance holes or catchbasin	Each	15		\$
l	Measure OPSD 804.040 outfall	Each	1		\$
m	Measure OPSD 1003.031 Internal Drop Structure	Each	2		\$
2	SECTION 33 05 15 PRECAST CONCRETE VALVE CHAMBER				
a	Air Valve Chamber	Each	6		\$
b	Drain Valve Chamber	Each	3		\$

Item	Description	Unit of Measurement	Est. Qty	Price per Unit	Total Price
c	Valve Chamber 6	Each	1		\$
d	Valve Chamber 7	Each	1		\$
3	SECTION 33 34 00 UTILITY FORCE MAINS				
a	50 mm dia HDPE DR 17	Lin m	380		\$
b	100 mm dia HDPE DR 11 (installed in 300mm dia HDPE sleeve)	Lin m	80		\$
c	100 mm dia HDPE DR 11	Lin m	34		\$
d	100 mm dia HDPE DR 17	Lin m	146		\$
e	150 mm dia HDPE DR 11	Lin m	1,186		\$
f	150 mm dia HDPE DR 17	Lin m	106		\$
g	200 mm dia HDPE DR 17	Lin m	20		\$
h	150 mm dia HDPE DR 11 – HDD	Lin m	234		\$
i	300 mm dia HDPE DR 17 c/w casing end seals and casing spacers - HDD	Lin m	80		\$
4	SECTION 33 42 13 PIPE CULVERTS				
a	400 mm CSP 2.0PG	Lin m	269		\$
b	400 mm CSP 2.8PG	Lin m	24		\$
c	500 mm CSP 2.0PG	Lin m	118		\$
d	600 mm CSP 2.0PG	Lin m	129		\$
e	560x420 mm CSP 2.0PG	Lin m	22		\$
f	700 mm CSP 2.8PG	Lin m	23		\$
g	750 mm CSP 2.0PG	Lin m	55		\$
h	800 mm CSP 2.0PG	Lin m	41		\$
i	900 mm CSP 2.0PG	Lin m	29		\$
j	Clay Trench Plug	Each	31		\$
5	SECTION 33 44 00 STORM UTILITY DRAINS AND DISCHARGE PIPES				
a	150mm dia CL150 DR18 PVC Overflow pipe	Lin m	5		\$
b	150mm dia HDPE DR17 Overflow pipe	Lin m	6		\$
c	200mm dia PVC DR35 Sewer (Eq.Pond)	Lin m	14		\$
d	250mm dia PVC DR35 Discharge Sewer	Lin m	415		\$
e	300mm dia PVC DR35 Discharge Sewer	Lin m	160		\$
f	250mm dia HDPE DR11 Discharge Sewer (Open Cut)	Lin m	12		\$
g	300mm dia HDPE DR11 Storm Sewer (Open Cut)	Lin m	10		\$
h	450 mm dia CONC CL65D (Concrete Encased)	Lin m	36		\$

Item	Description	Unit of Measurement	Est. Qty	Price per Unit	Total Price
	Storm Sewer				
i	525 mm dia CONC CL65D (Concrete Encased) Storm Sewer	Lin m	36		\$
j	525mm dia CONC CL140D Storm Sewer	Lin m	20		\$
k	675mm dia CONC CL140D Storm Sewer	Lin m	22		\$
l	750mm dia CONC CL140D Storm Sewer	Lin m	32		\$
m	250mm dia HDPE Discharge Sewer by HDD	Lin m	70		\$
n	300mm dia HDPE Storm Sewer by HDD	Lin m	70		\$
o	Concrete bedding and encasement of pipes	Lin m	92		\$
6	SECTION 33 46 16 SUBDRAINAGE PIPING				
a	100mm dia Perf. HDPE Subdrain c/w filtersock, Gran 'B' bedding	Lin m	2,250		\$
b	150mm dia Perf. HDPE Subdrain c/w filtersock, 19mm dia Clear Stone Bedding, geotextile trench-wrap	Lin m	936		\$
c	150mm dia Non- Perf. CSP Outlets	Lin m	104		\$
d	Interceptor Subdrain, 150mm dia Perf. HDPE Subdrain c/w filtersock, clear stone bedding and trench-wrap in roadway.	Lin m	50		\$
e	Interceptor Subdrain, 150mm dia Perf. HDPE Subdrain c/w filtersock, bedding and trench-wrap in embankment including granular drainage blanket.	Lin m	314		\$
f	Rodent Grates	Each	13		\$
7	SECTION 33 46 16.01 GRANULAR SEALING WITH ASPHALT				
a	Granular sealing with asphalt	m ²	23,860		\$
TOTAL DIVISION 33					\$

Division 34 – Transportation

Item	Description	Unit of Measurement	Est. Qty	Price per Unit	Total Price
1	SECTION 34 17 39 VEHICLE STEEL BEAM GUIDE RAIL				
a	Roadside steel beam (W-beam) guide rail (OPSD 912.130) with Channel	Lin m	416		\$
b	Steel beam (W-beam) guide rail energy attenuating terminals (OPSD 922.181, OPSD 912.235)	Each	2		\$
c	Connection to the underpass structure (OPSD 912.430)	Each	4		\$
2	SECTION 34 71 13 TEMPORARY PRECAST CONCRETE BARRIERS				

Item	Description	Unit of Measurement	Est. Qty	Price per Unit	Total Price
a	Temporary Precast Concrete Barriers	Lin m	670		\$
b	Energy Attenuations	Each	2		\$
c	Remove, Salvage, Relocate Barrier	Lin m	957		\$
d	Remove, Salvage, Relocate Energy Attenuations	Each	2		\$
TOTAL DIVISION 34					\$

Division 40 – Process Integration

Item	Description	Unit of Measurement	Est. Qty	Price per Unit	Total Price
1	SECTION 40 05 13 PROCESS PIPING	Lot	1		\$
2	SECTION 40 05 23 PROCESS VALVES	Lot	1		\$
3	SECTION 40 90 00 INSTRUMENTATION AND CONTROL FOR PROCESS SYSTEMS	Lot	1		\$
4	SECTION 40 95 33 PROCESS CONTROL NETWORKS	Lot	1		\$
TOTAL DIVISION 40					\$

Division 43 – Process Liquid Handling

Item	Description	Unit of Measurement	Est. Qty	Price per Unit	Total Price
1	SECTION 43 20 70 SUBMERSIBLE MOTORS	Lot	1		\$
2	SECTION 43 21 00 PROCESS EQUIPMENT INSTALLATION	Lot	1		\$
3	SECTION 43 21 02 VERTICAL TURBINE PUMPS	Lot	1		\$
4	SECTION 43 21 19 ELECTRIC PISTON-ROD PUMPS	Lot	1		\$
5	SECTION 43 21 39 SUBMERSIBLE LIQUID PUMP	Lot	1		\$
TOTAL DIVISION 43					\$

Division 46 – Water and Waste Water Equipment

Item	Description	Unit of Measurement	Est. Qty	Price per Unit	Total Price
1	SECTION 46 21 00 GENERAL PROCESS PROVISIONS	Lot	1		\$
TOTAL DIVISION 46					\$

Additional Laboratory Analysis (as required)

Item	Description	Unit of Measurement	Est. Qty	Price per Unit	Total Price
1	Laboratory Analysis of Secondary COPCs (Final Verification)	Each	770		\$

Hourly Rate Table for Potential Changes to aspects of the Work (if and when required by Owner).

Item	Description	Unit of Measurement	Est. Qty	Price per Unit	Total Price
1	Project Manager	Hour	200	\$	\$
2	Superintendent	Hour	500	\$	\$
3	Scheduler	Hour	100	\$	\$
4	Health and Safety Officer	Hour	200	\$	\$
5	Radiation Protection Specialist	Hour	700	\$	\$
6	Geotechnical Specialist	Hour	500	\$	\$
7	Hazmat Specialist	Hour	200	\$	\$
TOTAL Hourly Rates					\$

The estimated quantities set out in the Hourly Rate Table are only being used in respect of the bid evaluation process and are not a representation or indication of the value of changes in the Work which may be applicable to the Contract. The hourly rates in the Hourly Rate Table shall be in compliance with GC 6.4.1.2 of R2950D and if the Contract is awarded to the bidder, such hourly rates shall be subject to audit by the Owner and shall not be higher than rates prevailing in the place of the Work.

Extra Work for Hourly Equipment

Extra work for hourly equipment charge-out rates for various equipment shall be as per OPSS 127-Schedule of Rental Rates for Construction Equipment, including Model and Specification Reference.

TOTAL EXTENDED AMOUNT

TOTAL EXTENDED AMOUNT (TEA= Sum of Divisions 1-46 + Laboratory Analysis + Hourly Rate Table) Excluding applicable tax(es)	
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TOTAL BID AMOUNT

TOTAL BID AMOUNT (LSA + CA +TEA) Excluding applicable tax(es)	
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The Bidder acknowledges that whenever additions or deletions involve items listed above in the Unit Prices Table, the unit prices entered will be used in determining the amount of the extra or deduction regardless of the quantity provided. Confirmation of all materials measured for costing by tonnage must

be submitted to Departmental Representative. The Contractor shall be responsible for all co-ordination activities.

[illegible]

APPENDIX 3 – QUALIFICATIONS FORMS

APPENDIX 3.1 – CORPORATE ENVIRONMENTAL POLICY STATEMENT CERTIFICATION

THIS FORM OR AN IDENTICAL COPY IN CONTENT & FORMAT, MUST BE INCLUDED IN
ENVELOPE 1 – QUALIFICATIONS

DECLARATION OF CORPORATE ENVIRONMENTAL POLICY

Please provide your Corporate Environmental policy statement:

Company Name: _____

Signature

Date

Date _____

APPENDIX 3.3 - QUALITY ASSURANCE PROGRAM INFORMATION FORM

THIS FORM OR AN IDENTICAL COPY IN CONTENT & FORMAT, MUST BE INCLUDED IN ENVELOPE 1 – QUALIFICATIONS

DECLARATION OF QUALITY ASSURANCE PROGRAM

Company QA Commitment

_____ (Name of Company) is certified under ISO 9001:2008

ISO Certified: Yes: _____

No: _____

OR

_____ (Name of Company) have in place a quality management system that meets the requirements specified in ISO 9001:2008 Standard.

Company Document # _____

Signature

Date

OR

☐ Please see separately attached document in bid submission

APPENDIX 3.4 – PRIME CONTRACTOR CLIENT REFERENCE FORM

CLIENT REFERENCE FORM FOR REPRESENTATIVE PROJECT

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
(Name of Contractor)

following project _____, as constructor and General Contractor.

Project Details

Title of Project: _____

Project Location: _____

Project Size and Scope: _____

Final Completion Date: _____ Final Value of all Work: _____

Name of Project Architect or Engineer:

Telephone: _____

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

Please be advised PWGSC reserves the right to contact the person named above to verify the information contained herein.

One copy this form is required for each project(s) being submitted for evaluation as detailed at 1.3.1.1 Submission Requirements.

APPENDIX 3.5 – SUB-CONTRACTOR CLIENT REFERENCE FORM

CLIENT REFERENCE FORM FOR REPRESENTATIVE PROJECT

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

(Name of Contractor)

following project _____, as constructor and General Contractor or sub-contractor.

Project Details

Title of Project: _____

Project Location: _____

Project Size and Scope: _____

Final Completion Date: _____ Final Value of all Work: _____

Name of Project Architect or Engineer:

Telephone: _____

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

Please be advised PWGSC reserves the right to contact the person named above to verify the information contained herein.

One copy this form is required for each project(s) being submitted for evaluation as detailed at 1.3.1.1 Submission Requirements.

APPENDIX 3.6 - LIST OF SUBCONTRACTORS TO BE EMPLOYED

Bidders are required to provide a complete list of Sub-trades and Sub-contractors who will be employed on the project. The Bidder shall include the name of the Sub-contractor for each possible Sub-trade listed by either naming the proposed sub-contractor(s) or by entering "by own forces" whichever applies.

[illegible]

APPENDIX 4 – SPECIFICATIONS AND DRAWINGS ATTACHED

(attached)

APPENDIX 5 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada, AECL, and AECOM Canada Ltd. will evaluate the bids.
- (c) PWGSC has engaged Knowles Consultancy Services Inc. and Hill International Inc. in Joint Venture as a fairness monitor for this procurement. The fairness monitor will not be part of the evaluation team, but will observe the evaluation of the bids with respect to the Contracting Authority's adherence to the evaluation process described in this solicitation.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

(See 4 herein)

1.1.2 Point Rated Technical Criteria

(See 5 herein)

1.2 Financial Evaluation

1.2.1 Mandatory Financial Criteria

Bids must be completed in accordance with Appendix 1 – Combined Price Form.

The evaluated price will be determined by adding the lump sum amount, the sum of all unit prices in the unit price tables and the estimated total for hourly rate work as identified in **APPENDIX 1 - COMBINED PRICE FORM**. The total evaluated price for bid evaluation purposes is identified in APPENDIX 1 as the **TOTAL BID AMOUNT**.

2. Basis of Selection – MINIMUM POINT RATING

2.1 To be declared responsive, a bid must:

- a) Comply with all the requirements of the bid solicitation; and
- b) Meet all mandatory technical evaluation criteria; and
- c) Obtain a required minimum of 50 percent of the possible rating points for each of the sections for the Technical Evaluation (5.1, 5.2, 5.3, 5.4, 5.5, 5.6); and
- d) Obtain a minimum of 70 percent overall of the points for the technical evaluation criteria which are subject to point rating as detailed in paragraph 5. The rating is performed on a scale of 785.

Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive. Subject to the Contracting Authority's rights in the bid solicitation (including GI 22 – Rights of the Contracting Authority), the responsive bid with the lowest evaluated price will be recommended for award of a contract.

3.1 Technical Bid Requirements

3.1.1 Technical Bid Format

1. Submit one (1) bound original plus 5 bound copies of the technical portion of the bid
2. Paper size shall be - 216mm x 279mm (8.5" x 11") except as noted in 7. below
3. Minimum font size - 11 point Times or equal
4. Minimum margins - 12 mm left, right, top, and bottom
5. Double-sided submissions are preferred
6. One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper
7. One side of 279mm x 432 mm (11" x 17") fold-out sheets for spreadsheets, schedules, organization charts etc. will be counted as two pages.
8. The order of the Technical Bid should have a logical flow and continuity of subject matter (not scattered and hard to follow).

3.1.2 Specific Requirements for Technical Bid Format

The maximum number of pages (including text and graphics) to be submitted under the Point Rated Technical Evaluation Criteria is 60 pages. Additional pages of curriculum vitae (CVs) may be appended to the Technical Bid for Key and Backup personnel not exceeding two pages for each. The client reference forms will not be included as part of this page count. There is no page limit for the Mandatory Technical Criteria.

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

4. Mandatory Technical Criteria

Failure to meet any of the following mandatory criteria will render the Technical Bid as non-responsive and no further evaluation will be carried out.

4.1 Occupational Health and Safety Policy Statement

The bidder must provide Appendix 3.2 – Occupational Health and Safety Policy Statement with confirmation of compliance with the Ontario Occupational Health and Safety Act. The policy statement should:

- a. contain a written statement of principles and goals
- b. be signed by the chief executive officer
- c. be dated
- d. recognize the need to comply with the Occupational Health and Safety Act and construction regulations
- e. acknowledge the right of every employee to work in a safe and healthy environment
- f. spell out management's commitment to providing a safe and healthy work environment by eliminating or minimizing the hazards that can cause accidents and injuries
- g. recognize the priority of safety in relation to other organizational goals and policies
- h. encourage cooperation with unions and workers to involve all employees in putting the health and safety policy into practice

4.2 Environmental Policy Statement

The bidder must provide Appendix 3.1 – Environmental Policy Statement. The policy statement should include:

- a. a commitment to protect the environment
- b. a commitment to comply with existing legislation.
- c. a commitment to communicate the policy to all employees

4.3 Quality Management System

The bidder must provide documentation or a completed copy of Appendix 3.3 – Quality Assurance Program Form to demonstrate that:

- a. the bidder is Certified ISO 9001-2008 compliant, or
- b. the bidder's quality management system will be compliant with ISO 9001-2008 within one year of submission of the bid as confirmed by a confirmation letter from an independent third party, who is ISO recognized as a compliance auditor. If this information is not provided by the bidder in the bid submission, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to provide the information within the prescribed time period will render the bid non-responsive.

4.4 Laboratory Certification

As an attachment to Appendix 3.3 – Quality Assurance Program Form (or elsewhere clearly identified in the bid submission), the bidder must:

- a. identify primary and secondary laboratories for analyses of remediation verification samples for this project and provide copies of certification and licenses as issued by the Canadian Nuclear Safety Commission (CNSC) or equivalent foreign documents as determined by the CNSC;
- b. The primary and secondary laboratories used for this requirement must be accredited by the Canadian Association for Laboratory Accreditation (CALA) or the Standards Council of Canada (SCC) for analysis of required parameters. If outside Canada, sample analysis for the required parameters must be completed by an accredited laboratory in accordance with ILAC MRA ISO/IEC 17025; and the lab must have the capability of carrying out the required radioactivity testing.

The bidder are requested to provide in their bid submission the name of both laboratories and provide **proof of certification** and **scope of accreditation**. If this information is not provided by the bidder in the bid submission, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to provide the information within the prescribed time period will render the bid non-responsive.

5. Point Rated Technical Criteria

The bidder must obtain a required minimum of 50 percent of the rating points for each of the sections for the Technical Evaluation (5.1, 5.2, 5.3, 5.4, 5.5, 5.6); and obtain a minimum of 70 percent overall of the points, to be declared responsive.

5.1 *Achievements of the Bidder as a Prime Contractor (70 points)*

The bidder should submit a succinct summary demonstrating related experience as a prime contractor on at least one, but no more than three, projects it has completed, or that is currently underway (minimum 2

years duration), within the past 10 years (maximum of 2 pages per project or a total of 6 pages). Points will not be awarded per project but on the bidder's overall ability to demonstrate that it can meet the criteria below and on the similarity of the sample project(s) to the scope, size, duration and cost of the work described in the bid solicitation.

The bidder should provide a brief description of each project including a list of the key personnel and Client Reference(s).

A maximum of three projects for this entire section can be submitted. In the event that the bidder provides more than three projects, only the first three will be considered

*Similar – is defined as being comparable in scope, size, duration, and cost of the work described in this solicitation.

Projects that are currently underway may be submitted but full marks may not be awarded if the required criteria cannot be demonstrated. Projects that are less than 2 years in duration will not be evaluated.

Client References: For each project submitted, bidders should submit a completed Appendix 3.4 – Prime Contractor Client Reference Form (filled out by bidder's client) to verify the information provided. Projects that do not include the client reference form will not be evaluated.

In the event of projects submitted by a Joint Venture (JV), one or more of the JV parties must have been the prime contractor for each of the sample projects submitted. Joint venture submissions are not to exceed the maximum number of projects. Only the first 3 projects listed in sequence will receive consideration and any others will be excluded from the evaluation.

For greater certainty, the bid will be separately evaluated against each of the three point rated criteria listed below, leading to a combined maximum of 70 points.

Number	Point Rated Criteria	Maximum Points
1	The bidder should demonstrate that it has experience in *similar project(s) as a prime contractor within the past 10 years from bid closing.	20
2	The bidder should demonstrate it has the ability as a prime contractor, within the past 10 years from bid closing, to meet the objectives and resolve potential design challenges and issues of a *similar remediation project.	25
3	The bidder should demonstrate it has the ability as a prime contractor to manage *similar projects on time and on budget, within the past 10 years from bid closing.	25

5.2 Achievements of Three Proposed Major Subcontractors (45 points)

The bidder should identify three major subcontractors it is proposing to complete any part of the work in this bid solicitation.

For each of the three major subcontractor(s) proposed, the bidder should provide at least one but no more than three similar project(s) completed by, or is currently undertaken by, the major subcontractor as either a prime contractor or subcontractor within the past 10 years from bid closing date and the Client References. Points will not be awarded per project but on the bidder's overall ability to demonstrate that the major subcontractor can meet the criteria below and on the similarity of the sample project(s) to the scope, size, duration and cost of the work described in the bid solicitation. For greater certainty, each

major subcontractor will be separately evaluated against each of the three point rated criteria listed below, leading to a combined maximum of 15 points for each subcontractor, and the point scores for each of the three subcontractors will be added together towards the maximum possible 45 points.

A maximum of three projects per subcontractor can be submitted. In the event that the bidder provides more than three projects, only the first three will be considered.

*Similar – is defined as being comparable in scope, size, duration, and cost of the work described in this solicitation.

Projects that are currently underway may be submitted but full marks may not be awarded if the required criterion cannot be demonstrated. Projects that are less than 2 years in duration will not be evaluated.

Client References: For each project submitted, bidders should submit a completed Appendix 3.5 – Sub-contractor Client Reference Form (filled out by sub-contractor's client) to verify the information provided. Projects that do not include the client reference form will not be evaluated.

Number	Point Rated Criteria	Maximum Points Per Major Sub-contractor
1	The bidder should demonstrate that the proposed major subcontractor has experience in *similar project(s) within the past 10 years from the bid closing date.	7
2	The bidder should demonstrate that the proposed major subcontractor has the ability, within the past 10 years from the bid closing date, to meet the objectives and resolve potential design challenges and issues of a *similar remediation project.	5
3	The bidder should demonstrate that the proposed major subcontractor has the ability to manage *similar projects on time and on budget within the past 10 years from bid closing.	3

5.3 Achievements of Proposed Key Personnel (125 points)

In this section bids will be assessed based on the following:

- (a) Demonstrated similar experience of the key personnel in the proposed role. (see table below)
- (b) Educational qualifications and accreditation of the key personnel – e.g. P.Eng., P. Geo., PMP, QP, ESA, CET, etc.; (see below)
- (c) Years of experience of the key personnel in the proposed role (see table below)

Bidders should identify in their bid submission the personnel that they are proposing for each of the seven positions below:

- 1. Project Manager (30 points)
- 2. Superintendent (20 points)
- 3. Scheduler (10 points)
- 4. Health and Safety Officer (20 points)
- 5. Radiation Protection Specialist (20 points)

6. Geotechnical Specialist (10 points)
7. Hazmat Specialist. (15 points)

An individual cannot be proposed for more than one key position. In the event an individual is proposed for more than one key position, only one key position for that individual will be evaluated, which will be deemed to be that position that is given the greater amount of points (or either position if they carry the same number of points).

*Similar – is defined as being comparable in scope, size, duration, and cost of the work described in this solicitation.

Each position will be evaluated identically in accordance with the process described in the table below. Each position will receive a mark out of 100 points. That mark will be adjusted depending on the weighted number of points assigned for that position. For example, for the Project Manager, a percentage score out of 100 will be multiplied by 30 points to obtain the weighted score for that position.

For each of the seven key personnel proposed, bidders should provide the following:

Similar Projects (Maximum 50 points)	
<p>The bidder should provide a description of one completed similar project within the past 10 years of the bid closing date, that demonstrates the experience of that individual in that role.</p> <p>Types of similar project activities include, but are not limited to:</p> <ul style="list-style-type: none"> • Large scale environmental soil remediation of 2– 10 year duration • Radioactive contaminated soil and waste Remediation • Construction of synthetic-lined engineered landfill and placement of contaminated soil/wastes • Excavation and handling of hazardous waste • Management of and frequent reporting on extensive dust and siltation control requirements • Management of and frequent reporting on extensive H&S and Environmental requirements 	<p>50 - Very relevant & similar to proposed project 35 - Somewhat relevant & similar 20 - Slightly relevant or similar 0 - Neither relevant nor similar</p>
Relevant Education to the Personnel Category (Maximum 10 points)	
University (PhD, Graduate, Undergraduate, degree)	10 pts
College or CEGEP Diploma / Certificate	5 pts
None of the above	0 pts
Accreditation (Maximum 10 points)	
Relevant Accreditation	10 pts
No relevant Accreditation	0 pts

Relevant Experience in Proposed Position (Maximum 30 points)		
< 1 yr	<12 months	0 pts
≥1 yr and < 2 yrs	12-23 months	5 pts
≥ 2 yrs and < 4 yrs	24-47 months	10 pts
≥ 4 yrs and < 6 yrs	48-71 months	15 pts
≥ 6 yrs and < 8 yrs	72-95 months	20 pts
≥ 8 yrs and < 10 yrs	96-119 months	25 pts
≥10 yrs	120+ months	30 pts

Additional C.V.s for Key Personnel (not to exceed two pages per person), may be attached as an Appendix to the Technical Bid.

5.4 Achievements of Proposed Backup Key Personnel (70 points)

In this section bids will be assessed based on the following:

- (a) Demonstrated similar experience of the backup key personnel in the proposed role. (see table below)
- (b) Educational qualifications and accreditation of the key personnel – e.g. P.Eng., P. Geo., PMP, QP ESA, CET Etc.; (see below)
- (c) Years of experience of the key personnel in the proposed role (see table below)

Bidders should identify the Backup Personnel for each of the seven positions identified below. Backup personnel will only become a Key Personnel should the primary assigned person become unavailable due to death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

1. Project Manager (15 points)
2. Superintendent (15 points)
3. Scheduler (5 points)
4. Health and Safety Officer (10 points)
5. Radiation Protection Specialist (10 points)
6. Geotechnical Specialist (5 points)
7. Hazardous Waste Specialist. (10 points)

An individual cannot be proposed in more than one backup key position. A person who is proposed for a Key Personnel position cannot be proposed for a Backup Personnel position. In the event an individual is proposed for both a key position and backup key position or if an individual is proposed for more than one backup key position, only one position will be evaluated for that individual, which will be deemed to be that position that is given the greater amount of points (or either position if they carry the same number of points).

*Similar – is defined as being comparable in scope, size, duration, and cost of the work described in this solicitation.

Each position will be evaluated identically in accordance with the process described in the table below.

Each position will receive a mark out of 100 points. That mark will be adjusted depending on the weighted number of points assigned for that position. For example, for the Project Manager, a percentage score out of 100 will be multiplied by 15 points to obtain the weighted score for that position.

For each of the seven backup key personnel proposed, bidders should provide the following: Similar Projects (Maximum 50 points)		
<p>The bidder should provide a description of one completed similar project, within the past 10 years of the bid closing date, that demonstrates the experience of that individual in that role.</p> <p>Types of similar project activities include, but are not limited to:</p> <ul style="list-style-type: none"> • Large scale environmental soil remediation of 2 – 10 year duration • Radioactive contaminated soil and waste Remediation • Construction of synthetic-lined engineered landfill and placement of contaminated soil/wastes • Excavation and handling of hazardous waste • Management of and frequent reporting on extensive dust and siltation control requirements • Management of and frequent reporting on extensive H&S and Environmental requirements 		<p>50 - Very relevant & similar to proposed project 35 - Somewhat relevant & similar 20 - Slightly relevant or similar 0 - Neither relevant nor similar</p>
Relevant Education to the Personnel Category (Maximum 10 points)		
University (PhD, Graduate, Undergraduate, degree)		10 pts
College or CEGEP Diploma / Certificate		5 pts
None of the above		0 pts
Accreditation (Maximum 10 points)		
Relevant Accreditation		10 pts
No relevant Accreditation		0 pts
Relevant Experience in Proposed Position (Maximum 30 points)		
< 1 yr	<12 months	0 pts
≥1 yr and < 2 yrs	12-23 months	5 pts
≥2 yrs and < 4 yrs	24-47 months	10 pts
≥4 yrs and < 6 yrs	48-71 months	15 pts
≥6 yrs and < 8 yrs	72-95 months	20 pts
≥ 8 yrs and < 10 yrs	96-119 months	25 pts
≥10 yrs	120+ months	30pts

Additional C.V.s for Backup Personnel (not to exceed two pages per person), may be attached as an Appendix to the Technical Bid.

5.5 Understanding of the Project and Scope of Work (250 points)

The bidder should propose an approach to the work that demonstrates a clear understanding of the functional and technical requirements detailed in the Specifications and drawings. The approach should also reflect an understanding of the sensitivities associated with work within a rural community and close to Lake Ontario.

In this section bids will be assessed based on:

- (a) a demonstrated understanding of all of the technical aspects of the work as detailed in the Specifications and drawings; (Maximum 100 points)
- (b) a demonstrated understanding of all of the logistical and regulatory aspects of the work; (Maximum 75 points)
- (c) a demonstrated understanding of working in a government context and maintaining a positive relationship with the community and authorities having jurisdiction. (Maximum 25 points)
- (d) a demonstrated understanding of maintaining and implementing health and safety, environmental, radiation protection, and quality control requirements. (Maximum 50 points)

As a minimum the information provided in this section should include the following:

- Work Plan - description of general approach and of key work elements, breakdown of major tasks, resources and deliverables
- Project schedule - proposed major milestones schedule corresponding to each major task and deliverable
- Regulatory requirements and implications
- Quality management issues related to all major tasks identified in the Specifications and drawings.
- The bidder's proposed approaches to address the following issues:
 - The unique nature of the Work including constraints related to handling of Low Level Radioactive Waste in compliance with the CNSC License
 - The proximity to a large body of fresh water, and possible constraints, restrictions and limitations
 - Requirements for rigorous and detailed planning including pre-construction submittals and site specific management plans
 - Continuous scrutiny by various agencies and the public
 - Site access constraints and delivery of supplies, equipment and workers
 - Noise, Siltation and Dust control
 - Water management
 - Construction of the Lakeshore Road underpass
 - Construction of the new waste management cells
 - Removal and disposal of bulk artefacts including construction debris and heavy equipment buried in the existing waste area
 - Radiation monitoring and worker exposure measurement and management
 - Construction equipment and worker decontamination procedures and limitations
 - Work sequencing to ensure continuity, safety and environmental prudence/due diligence

- Decommissioning and demolition of facilities
- Final site restoration and project closeout.

5.6 Methodology (225 points)

The Bidder should describe how the work will be managed to ensure continuing and consistent control as well as production efficiency. The bid should demonstrate an understanding of potential problems that might arise during the performance of the work along with strategies to address these problems.

In this section bids will be assessed based on their ability to demonstrate:

- (a) an organizational structure that is logical in order to maximize work efficiency; (15 points)
- (b) an understanding of the problems that might arise during the work and the provision of strategies to address these problems; (100 points)
- (c) an understanding of the logistical complexity of this project given the size, scope, cost and duration of the project. (70 points)
- (d) the communication strategy and internal reporting relationships to support quick and successful resolution to all problems. (40 points)

As a minimum the information provided in this section should include the following:

- Outline of an action plan of the services with implementation strategies and sequence of main activities
- Organizational chart of the Bidder's team identifying position titles with specific names describing roles and responsibilities, and the following:
 - Prime contractor who shall be named "Constructor" in all matters
 - Major Subcontractors and their assignment/role
 - Key Personnel with position for both the Prime Contractor and the Major Subcontractors
 - Reporting relationships among the team and with the Owner
 - Risk management issues, challenges and constraints and proposed plans/solutions
- Reporting relationships
- Communication strategies with internal and external stakeholders.
- Site/Work authorities
- Event, Incident, and Emergency Response time
- Site health and safety
- Time management (schedule), cost management, and work sequencing
- Site security
- Radiation and Environmental Protection

The bidder should also provide a high level Work Breakdown Structure (WBS) and bar chart schedule identifying the work packages and critical activities in an organized chronological order to undertake and complete the Work within the time provided in the tender package. The activities should include, but are not limited to, the following:

1. Pre-construction submittals
2. Mobilization
3. Delivery of major key equipment and materials
4. Start and completion of each major Construction Work element (see below)
5. Sequencing of waste excavation, site stabilization and restoration
6. Decommissioning and demolition of various structures
7. Demobilization.
8. Project Closeout

The major Work elements include:

1. Site Main Access Roads
2. Equalization and Storm Water Management Ponds
3. Lakeshore Road Underpass & related by-pass
4. Disposal cells construction (Mound)
5. Excavation, Transportation and Placement of Waste in Mound
6. Closure of Mound Cells

For each of the individual point scores awarded under sections 5.1 Achievements of the Bidder as a Prime Contractor, 5.2 Achievements of Major Subcontractors, 5.5 Understanding of the Project and Scope of Work, and 5.6 Methodology, bidders will be scored on a 0-5 rating guide using one of the applicable scale. Scores will be calculated as follows:

- 0 – receives 0% of the weight assigned to a criterion
 1 – receives 20% of the weight assigned to a criterion
 2 – receives 40% of the weight assigned to a criterion
 3 – receives 60% of the weight assigned to a criterion
 4 – receives 80% of the weight assigned to a criterion
 5 – receives 100% of the weight assigned to a criterion

NON RESPONSIVE	POOR	UNACCEPT- ABLE	GOOD	VERY GOOD	EXCELLENT
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates expert understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be easily corrected	No significant weaknesses	No apparent weaknesses

	Bidder lacks qualifications and experience	Bidder does not have minimum qualifications and experience	Bidder has minimum qualifications and experience	Bidder is qualified and experienced	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 covers all components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Sample projects not related to this project's needs	Sample projects generally not related to this project's needs	Sample projects generally related to this project's needs	Sample projects directly related to this project's needs	Leads in sample projects directly related to this project's needs
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Minimum acceptable capability, should meet minimum performance	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

APPENDIX 6 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

Note; The contractor will be asked to fill out a report every six months as included a Annex C

Name: _____

Signature: _____

Company Name: _____

Company Legal Name: _____

Solicitation Number: _____

Optional information to provide: _____

Number of apprentices planned to be working on this contract: _____

Trades of those apprentices:

A sample of the "Voluntary Reports for Apprentices Employed during the Contract" is provided at Appendix 7.

APPENDIX 7 - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT (Sample)

(This report is not required at bid deposit)

The Contractor should compile and maintain records on the number of apprentices and their trade that were hired to work on the contract.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

The data should be submitted six months after the Contract award or at the end of the Contract, whichever comes first to the Contracting Authority.

Number of apprentices hired	Trade

(Add rows as needed)

APPENDIX 8 - SECURITY REQUIREMENT CHECKLIST (SRCL)

(attached)

APPENDIX 9 - CERTIFICATE OF INSURANCE

Description and Location of Work Port Granby Long Term Waste Management Facility Port Granby, Ontario	Contract No.
	Project No. R.023276.217

Name of Insurer, Broker or Agent City Province Postal Code	Address (No., Street)
Name of Insured (Contractor) City Province Postal Code	Address (No., Street)
Additional Insured ;	

Type of Insurance (Required when Checked)	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
<input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Umbrella/Excess Liability				Per Occurrence \$ \$	Annual General Aggregate \$ \$	Completed Operations Aggregate \$ \$
<input checked="" type="checkbox"/> Builder's Risk / Installation Floater				\$		
<input checked="" type="checkbox"/> Pollution Legal Liability - Fixed Site Coverage				<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate \$	
<input type="checkbox"/> Storage Tank Third Party Liability				\$		
<input type="checkbox"/> Contractors Professional Liability				\$		
<input type="checkbox"/> Contractors Pollution Liability				\$		
<input type="checkbox"/> Errors and Omissions Liability						
<input type="checkbox"/> Automobile Liability						

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverages stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker) Telephone Number

Signature
Date D / M / Y

<p>General</p> <p>The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.</p> <p>The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.</p> <p>The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.</p> <p>Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.</p>	<p>Commercial General Liability</p> <p>The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.</p> <p>The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:</p> <ul style="list-style-type: none"> (a) Blasting. (b) (Pile driving and caisson work. (c) (Underpinning. (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor. <p>The policy must have the following minimum limits:</p> <ul style="list-style-type: none"> (a) \$20,000,000 Each Occurrence Limit; (b) \$20,000,000 General Aggregate Limit per policy year if the policy contains a General Aggregate; and (c) \$5,000,000 Products/Completed Operations Aggregate Limit. <p>Umbrella or excess liability insurance may be used to achieve the required limits.</p>	<p>Builder's Risk / Installation Floater</p> <p>The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.</p> <p>The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.</p> <p>The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.</p> <p>The policy must have a limit that is not 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.</p> <p>The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2).</p>
<p>ERRORS AND OMISSIONS LIABILITY INSURANCE</p> <ol style="list-style-type: none"> 1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional 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 \$5,000,000 per loss and in the annual aggregate, inclusive of defence costs. 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 following endorsement must be included: Notice of Cancellation: The Insurer will endeavour to provide the Owner thirty (30) days written notice of cancellation. 		
<p>AUTOMOBILE LIABILITY INSURANCE</p> <ol style="list-style-type: none"> 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 \$5,000,000 per accident or occurrence. 2. The policy must include the following: <ul style="list-style-type: none"> (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: T The Insurer will endeavour to provide the Owner thirty (30) days written notice of cancellation. (e) OPCF/QEF/SEF #4B – Permission to Carry Radioactive Material Endorsement (f) OPCF/SEF/QEF #6f – Public Passenger Vehicles – Combined Limits for Passengers and road liability Passenger Hazard/Bodily Injury Minimum Limits required: 8 to 12 Passengers: \$5,000,000 13 or more Passengers: \$8,000,000 (g) Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27 (h) OPCF/SEF/QEF #44 or #44R - Family Protection Endorsement - Private Passenger Vehicles. 		
<p>ENVIRONMENTAL IMPAIRMENT LIABILITY INSURANCE</p> <ol style="list-style-type: none"> 1. The Contractor must obtain Pollution Legal Liability – Fixed Site Coverage, Contractors Pollution Liability, Storage Tank Third Party Liability, and Contractors Professional 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 \$25,000,000 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 Legal Liability – Fixed Site Coverage policy, Contractors Pollution Liability policy, Storage Tank Third Party Liability policy and the Contractors Professional Liability policy must include the following:
 - (a) 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: Canada, represented by Public Works and Government Services Canada.
 - (b) Notice of Cancellation: The Insurer will endeavour to provide the Owner 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) Storage Tank Third-Party Liability – The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.
 - (g) 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 Owner. 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.

APPENDIX 10 – ACCESS REQUIREMENTS MATRIX

Security Identifier	AECL Clearance	Third Party Clearance
UNRESTRICTED	ACCESS: No restrictions	ACCESS: No restrictions
AECL - OFFICIAL USE ONLY	ACCESS: Need-to-know basis. CLEARANCE: Enhanced Reliability Check.	ACCESS: Need-to-know basis.
PROTECTED SENSITIVE	ACCESS: Need-to-know basis. CLEARANCE: Enhanced Reliability Check	ACCESS: Need-to-know basis. CLEARANCE: Non-Disclosure Agreement or Confidentiality Agreement Facility clearance or equivalent required where AECL information is trusted for processing
CLASSIFIED – Confidential	ACCESS: Need-to-know basis. CLEARANCE: ●	ACCESS: Need-to-know basis. CLEARANCE: Level 1 Security Clearance and Non-Disclosure Agreement or Confidentiality Agreement Facility clearance required where AECL information is trusted to a third party for processing (e.g. offsite storage)
CLASSIFIED – Secret	ACCESS: Need-to-know basis. CLEARANCE: Level 2 Security Clearance	ACCESS: Need-to-know basis. CLEARANCE: Level 2 Security Clearance and Non-Disclosure Agreement or Confidentiality Agreement and Facility clearance required where AECL information is trusted to a third party for processing (e.g. offsite storage)
CLASSIFIED – Top Secret	ACCESS: Need-to-know basis. CLEARANCE: Level 3 Security Clearance	ACCESS: Need-to-know basis. CLEARANCE:

		Level 3 Security Clearance and Non- Disclosure Agreement or Confidentiality Agreement and Facility clearance required where AECL information is trusted to a third party for processing (e.g. offsite storage)
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NOTE: Need-to-Know limits access to information that is necessary to function in one's position.

If access to CLASSIFIED information is required and the level of Security Clearance is not known, ask the individual to verify their Security Clearance level or contact AECL Corporate Security staff for confirmation.

Storage and Destruction Matrix

Information is available in many different forms including hardcopy and electronic information, letters, handwritten notes, white boards, chalkboards, bulletin boards or PowerPoint presentations. No matter how the information is displayed, regardless of format, all measures must be taken to protect, secure, and dispose of the information when appropriate. The Contractor shall store and dispose of all information in accordance with the Table set out below.

Security Identifier	Securing Hardcopy	Paper Destruction	Portable Electronic Media Destruction
UNRESTRICTED	No restriction	Regular paper recycling	Regular garbage For disposal of computer hard drives, return to AECL for disposal
AECL - OFFICIAL USE ONLY	Keep out of public view	Use an approved shredder or place in an approved shredder repository	Return to AECL for destruction
PROTECTED - SENSITIVE	Keep out of public view and store in a locked room or locked drawer / file cabinet	Use an approved shredder or place in an approved shredder repository	Return to AECL for destruction
CLASSIFIED – Confidential, Secret, Top Secret	High security cabinet with locks approved by AECL Security	Return to AECL for destruction	Return to AECL for destruction

Securing Hardcopy: All paper information must be secured at all times. Levels of security may vary, but the basic principles of keeping information secure and out of public view apply in all cases.

Paper Destruction: All information with a Security Identifier of AECL - OFFICIAL USE ONLY and above must be destroyed using shredders that meet RCMP Security Equipment Specifications pre-approved by AECL in writing.

Portable Electronic Media Destruction: Return to AECL for destruction of all portable storage media such as CDs, which contain AECL data.

APPENDIX 11 – FORM OF LETTER OF CREDIT

[LETTERHEAD OF BANK, WITH ADDRESS AND OTHER CONTACT DETAILS, (INCLUDING A ● ADDRESS WHERE THE LETTER OF CREDIT CAN BE DRAWN DOWN)]

IRREVOCABLE STANDBY LETTER OF CREDIT NO. ●

[Date]

●
Attention:

Gentlemen/Madam:

By order of and for the account of **[NAME OF CONTRACTOR]** (the "Applicant"), we hereby open in favor of **[NAME OF OWNER]** (the "Beneficiary") this Irrevocable Standby Letter of Credit Number **[INSERT BANK REFERENCE NO.]**, for an amount not to exceed CAD \$● (● million dollars) (the "Stated Amount"), effective immediately, in connection with the agreement made as of ● between the Applicant and the Beneficiary for the **[NAME OF PROJECT]** ("Agreement").

This Letter of Credit expires at our office on the earlier of: 1. Our close of business on ● or any future expiry date (each such date referred to herein as the "Expiration Date") or 2. Upon a draw for the full amount of this Letter of Credit or multiple draws equalling the maximum amount of this Letter of Credit.

We hereby undertake to promptly honor your sight drafts(s) drawn on us, indicating our Irrevocable Standby Letter of Credit No. **[INSERT BANK REFERENCE NUMBER]** for all or any part of this credit if presented at our office specified above, on or before the Expiration Date. If you so choose, you will be able to draw on this letter of credit more than once, so long as the sum of the amounts which you have drawn does not exceed the full amount of this Letter of Credit. Subject to drawing by authenticated SWIFT, any draw against this Irrevocable Standby Letter of Credit must be accompanied by the following:

1. A certificate, signed by an authorized person of the Beneficiary, duly completed in the form of Schedule 1 attached hereto.

This Irrevocable Standby Letter of Credit will be automatically extended without amendment for successive period(s) of three hundred and sixty five (365) days from the Expiration Date unless at least sixty (60) days prior to the then applicable Expiration Date we notify Beneficiary in writing by registered mail or courier at the above address that we elect not to extend this Irrevocable Standby Letter of Credit. After receipt of such notice or prior to the final expiry date set out below, but no less than ten (10) calendar days prior to the then valid Expiration Date, Beneficiary may draw up to the amount available under this Irrevocable Standby Letter of Credit, by presentation of:

1. Your draft accompanied by a certificate, signed by an authorized person of the Beneficiary, duly completed in the form of Schedule 2 attached hereto.

Drawings by authenticated SWIFT with the applicable message set out in Schedule 4 attached hereto are permitted, in which case the need to present drafts and certificates are not required.

[In no event shall this Irrevocable Standby Letter of Credit be valid beyond the final expiry date of ●.] [Note to finalization: The final expiry date should not be earlier than the end of the warranty period.]

No draw or corrected draw will be honored after the expiration of this Irrevocable Standby Letter of Credit as set forth herein.

Any draw hereunder by draft must include the original of this Irrevocable Standby Letter of Credit and all amendments, if any (which shall be returned to the Beneficiary in the event of a draw for less than the full amount then outstanding, except if such draw is due to non-extension of this Letter of Credit as set forth above).

We agree that we shall have no duty or right to inquire as to the basis upon which Beneficiary has determined that an amount is due and owing or has determined to present to us any draft and accompanying certificate or authenticated SWIFT transmission under this Letter of Credit, we agree to accept any draft and accompanying certificate or authenticated SWIFT transmission under this Irrevocable Standby Letter of Credit as binding and correct without our investigation or responsibility for accuracy, veracity or conclusive correctness or validity of same or any part thereof and the presentation of such draft and accompanying certificate or authenticated SWIFT transmission in accordance with the terms set forth herein shall result in payment to Beneficiary.

Partial drawings are permitted. The Stated Amount shall be reduced by the amount of each such partial drawings.

Except as set out in the last paragraph of this Irrevocable Standby Letter of Credit, this Irrevocable Standby Letter of Credit sets forth the full terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein, or in which this Irrevocable Standby Letter of Credit is referred to or to which this Irrevocable Standby Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

Should Beneficiary have occasion to communicate with us regarding this Irrevocable Standby Letter of Credit, kindly address such correspondence to our office specified above, making specific reference to our Letter of Credit No. **[INSERT BANK REFERENCE NUMBER]**.

We hereby agree to cancel this Irrevocable Standby Letter of Credit only upon receipt of a certificate signed by an authorized person of the Beneficiary, duly completed in the form of Schedule 3 attached hereto. In the event Beneficiary elects to cancel, the original letter of credit, and all amendments, if any, must accompany such written notice to terminate.

This Irrevocable Standby Letter of Credit is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication 600. As to matters not covered by UCP, this Letter of Credit shall be governed by and subject to the laws of the Province of Ontario.

[Note to Finalization: The SACC Manual provisions (GC 9.2.6) have specific requirements in respect of the Letter of Credit which should also be picked up in this document.]

Sincerely,

[NAME OF BANK]

By: _____
(Authorized Signature)

Name: _____
(Printed or Typed)

Title: _____
(Printed or Typed)

Schedule 1

Certificate

Date: ●

[Address of Bank]

Re: Irrevocable Standby Letter of Credit No. ●

The undersigned, being an authorized person of the Beneficiary, and having capacity to sign the present certificate, hereby certifies to the Bank that, as of the date of the present certificate, the sum of CAD\$ ● is being drawn upon under this Irrevocable Standby Letter of Credit pursuant to GC ● of the Contract made as of ●.

Thus, the Beneficiary demands payment of the sum of CAD\$●.

Capitalized terms in this Certificate shall have the meanings set out in the Irrevocable Standby Letter of Credit.

[NAME OF OWNER]

By: _____

Name:

Title:

By: _____

Name:

Title:

Schedule 2

Certificate

Date: _____

[Address of Bank]

Re: Irrevocable Standby Letter of Credit No. ●

The undersigned, being an authorized person of the Beneficiary, and having capacity to sign the present certificate, hereby certifies to the Bank that, as of the date of the present certificate, the sum of CAD \$● is being drawn upon under this Irrevocable Standby Letter of Credit as the Applicant has failed to provide a replacement letter of credit in connection with the Contract made as of ●.

Thus, the Beneficiary demands payment of the sum of CAD\$●.

Capitalized terms in this Certificate shall have the meanings set out in the Irrevocable Standby Letter of Credit.

[NAME OF OWNER]

By: _____

Name:

Title:

By: _____

Name:

Title:

Schedule 3

Certificate

Date: _____

[Address of Bank]

Re: Irrevocable Standby Letter of Credit No. ●

The undersigned, being an authorized person of the Beneficiary, and having capacity to sign the present certificate, hereby authorizes the Bank to cancel the above mentioned Irrevocable Standby Letter of Credit.

Capitalized terms in this Certificate shall have the meanings set out in the Irrevocable Standby Letter of Credit.

[NAME OF OWNER]

By: _____
Name:
Title:
By: _____
Name:
Title:

Schedule 4

Message with Authenticated SWIFT

1. The sum of CAD \$● is being drawn upon under the Irrevocable Standby Letter of Credit No. ● pursuant to GC ● of the Contract made as of ●. Thus, **[NAME OF OWNER]** demands payment of the sum of CAD\$●.

or

2. The sum of CAD\$● is being drawn upon under the Irrevocable Standby Letter of Credit No. ● as **[NAME OF CONTRACTOR]** has failed to provide a replacement letter of credit in connection with the Contract made as of ●.

Thus, **[NAME OF OWNER]** demands payment of the sum of CAD \$●.

APPENDIX 12 – FORM OF BID BOND

Latest form of CCDC bid bond with attached dual obligee rider

(to be attached at a later date through a solicitation amendment)