

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
11 Laurier St. / 11 rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau  
Quebec  
K1A 0S5  
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> CONSTRUCTION MANAGEMENT ADVISOR	
<b>Solicitation No. - N° de l'invitation</b> EP747-151625/A	<b>Date</b> 2015-04-15
<b>Client Reference No. - N° de référence du client</b> 20151625	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$FP-002-67135	
<b>File No. - N° de dossier</b> fp002.EP747-151625	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-05-28</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> El-Zarka, Edward	<b>Buyer Id - Id de l'acheteur</b> fp002
<b>Telephone No. - N° de téléphone</b> (819) 775-7156 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA OPERATIONS-EAST BLOCK 111 WELLINGTON ST OTTAWA Ontario K1A0A9 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Parliamentary Precinct Projects Division/Division, Projets  
de la Colline parlementaire  
Booth Building 3rd Floor - 309  
Édifice Booth 3e étage - 309  
165 Sparks Street  
165, rue Sparks  
Ottawa  
Ontario  
K1A 0S5

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

Solicitation No. - N° de l'invitation

EP747-151625/A

Amd. No. - N° de la modif.

File No. - N° du dossier

fp002EP747-151625

Buyer ID - Id de l'acheteur

fp002

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

20151625

CCC No./N° CCC - FMS No/ N° VME

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**REQUEST FOR PROPOSAL**

**CONSTRUCTION MANAGEMENT ADVISORY**

**SERVICES**

**EAST BLOCK EXTERIOR REHABILITATION**

**PROJECT**

**Parliament Hill, Ottawa, Ontario**

## **IMPORTANT NOTICE TO BIDDERS**

### **THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT**

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## Background

Public Works and Government Services Canada (PWGSC) is initiating a competitive process to retain the services of a Construction Management Advisor (CMA) for the exterior rehabilitation of the East Block, Parliament Hill, Ottawa, Ontario.

The successful bidder will be awarded a contract with PWGSC for the provision of pre-construction advice and minor construction work. The Contract will include options for construction management advisory services, minor work construction, and constructor services. These options will be exercised at the sole discretion of Canada and are contingent on the necessary Government of Canada approvals.

Subject to the Terms and Conditions of the Contract, and the exercising of Contract Options, the CMA will be engaged under this contract to provide Advisory services for the entire duration of the project, perform the role of *Constructor* as defined in the Occupational Health & Safety Act, and provide Construction Management Services for Division 1 works which are common to all three construction sub-phases as well as minor works which fall outside the scope of the building envelope rehabilitation. The main building envelope rehabilitation work, being undertaken in at least three separate construction sub-phases, will be carried out by separately contracted General Contracting firms under direct contract with PWGSC.

## GENERAL INSTRUCTION TO BIDDER (GI)

### GI01 INTEGRITY PROVISIONS – BID PACKAGE

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

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

4. Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names, as part of Appendix I, of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner as part of Appendix I. Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.  
If the required names have not been received by the time the evaluation of bid packages is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the bid package non-responsive. Providing the required names is a mandatory requirement for contract award. Canada may, at any time, request that the Bidder provide properly completed and signed consent forms ([Consent to a Criminal Record Verification form - PWGSC-TPSGC 229](#)) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms and associated information within the time frame provided, or failure to cooperate to the verification process will result in the bid package being declared non-responsive.

5. The Bidder must diligently inform Canada in writing of any changes affecting the list of names of directors during this procurement process as well as during the contract period. The Bidder must also, when requested, provide Canada with properly completed and signed consent forms.
6. By submitting a bid package, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions, through independent research, use of any government resources or by contacting third parties.
7. By submitting a bid package, the Bidder certifies that neither the Bidder nor any of the Bidder's Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*.
8. **Time Period**

The Time Period is 10 years and is measured from the date of the conviction or from the date of the conditional or absolute discharge.

In addition, for a conviction under paragraphs a. or b. of subsection 9, following the 10-year period, a pardon or a record suspension must have been obtained, or capacities must have been restored by the Governor in Council. The Bidder must therefore provide with its bid package or promptly afterwards a copy of confirming documentation from an official source for its certification to be found true by Canada for the purpose of these Integrity Provisions. If the documentation has not been received by the time the evaluation of bid packages is completed Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply within the time frame specified will render the bid package non-responsive.
9. By submitting a bid package, the Bidder certifies that neither the Bidder nor any of the Bidder's Affiliates have been obtained or capacities restored by the Governor in Council, neither the Bidder nor any of the Bidder's affiliates have ever been convicted of an offence or received a conditional or an absolute discharge under any of the following provisions, unless the time period, as defined in the Time Period subsection, has elapsed:
  - a. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*, or
  - b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the *Criminal Code*, or
  - c. section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the *Criminal Code*, or
  - d. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of*

*federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the *Competition Act*, or

- e. section 239 (*False or deceptive statements*) of the *Income Tax Act*, or
- f. section 327 (*False or deceptive statements*) of the *Excise Tax Act*, or
- g. section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the *Corruption of Foreign Public Officials Act*, or
- h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the *Controlled Drugs and Substance Act*.

The Bidder also certifies that no one convicted under any of the provisions under a. or b. are to receive any benefit under a contract resulting from this Request for Proposal, unless a pardon or a record suspension has been obtained or capacities restored by the Governor in Council, as defined in the Time Period subsection.

#### 10. Foreign Offences

The Bidder also certifies that, within a period, as defined in the Time Period subsection, neither the Bidder nor any of the Bidder's Affiliates have been convicted of or have received a conditional or an absolute discharge, under any foreign offence that Canada deems to be of similar constitutive elements to the offences listed in these Integrity Provisions. Canada will also consider foreign measures declared by Canada to be similar in nature to the Canadian pardon, record suspension, or restoration of capacities by the Governor in Council.

#### 11. Subcontractors

The Bidder must ensure that subcontracts include Integrity Provisions no less favorable to Canada than those imposed in the resulting contract.

#### 12. Preventive Measures associated with the Time Period

In cases where the period (as defined in the Time Period subsection), for a conviction, or a conditional or an absolute discharge of the Bidder or any of the Bidder's Affiliates has elapsed, then the Bidder must also certify for itself and for its Affiliates that measures have been diligently put in place in order to avoid the reoccurrence of such convictions or reprehensible actions.

#### 13. Public Interest Exception

Bidders understand that Canada may enter into contract with a bidder where the Bidder or the Bidder's Affiliates have been convicted of or has received a conditional or an absolute discharge for an offence specified in these Integrity Provisions when required to do so by law or legal proceedings, or when Canada in its sole discretion considers it necessary to the public interest for reasons which include, but are not limited to:

- o no one else is capable of performing the contract;
- o emergency;
- o national security;
- o health and safety;
- o economic harm;

If all bid packages are found non-responsive for reasons of a listed relevant conviction or act, then Canada may invoke the public interest exception, as described in the paragraph above. In such cases, only bid packages containing a declaration concerning a relevant offence or act will be further considered, Canada may also elect to procure outside of the present process. In all cases Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

14. Non-application

For governments, as well as entities controlled by a government, including Crown corporations, the present Integrity Provisions are reduced to complying with article 750 of the *Criminal Code*, the *Government Contracts Regulations* and the *Code of Conduct for Procurement*.

## **GI02 COMPLETION OF BID PACKAGE**

1. The bid package shall:
  - a. Consist of two separate sealed envelopes:
    - i. Envelope A shall contain the technical proposal; and
    - ii. Envelope B shall contain the Bid and Acceptance Form attached as Appendix G. The Bid and Acceptance Form shall be as provided through the Government Electronic Tendering Service (GETS) or on a clear and legible reproduced copy of such Bid and Acceptance Form that must be identical in content and format to the Bid and Acceptance Form provided through GETS;
  - b. based on the Bid Documents listed in the General Instructions to Bidders;
  - c. correctly completed in all respects;
  - d. signed by a duly authorized representative of the Bidder; and
  - e. accompanied by
    - i. bid security as specified in GI08; and
    - ii. any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the bid.
2. Subject to paragraph 6) of GI11, any alteration to the pre-printed or pre-typed sections of the Bid and Acceptance Form, or any condition or qualification placed upon the bid package may be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Bid and Acceptance Form by the Bidder shall be initialed by the person or persons signing the bid. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.
3. Unless otherwise noted elsewhere in the Bid Documents, facsimile copies of bid packages are not acceptable.
4. Canada will make available Notices of Proposed Procurement (NPP), Request for Proposal and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, Request for Proposal or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.

## **GI03 IDENTITY OR LEGAL CAPACITY OF THE BIDDER**

In order to confirm the authority of the person or persons signing the bid or to establish the legal capacity under which the Bidder proposes to enter into Contract, any Bidder who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of

- a. such signing authority; and
- b. the legal capacity under which it carries on business;

prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this bid on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

#### **GI04 APPLICABLE TAXES**

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

#### **GI05 CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES**

For the purposes of GC1.8, of R2810T "Laws, Permits and Taxes", in the General Conditions of the Contract, only fees or charges directly related to the processing and issuing of building permits shall be included. The Bidder shall not include any monies in the bid amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

#### **GI06 REGISTRY AND PRE-QUALIFICATION OF FLOATING PLANT**

NOT USED.

#### **GI07 LISTING OF SUBCONTRACTORS AND SUPPLIERS**

Notwithstanding any list of Subcontractors that the Bidder may be required to submit as part of the bid, the Bidder shall, within 48 hours of receipt of a notice to do so, submit all information requested in the said notice including the names of Subcontractors and Suppliers for the part or parts of the Work listed. Failure to do so shall result in the disqualification of its bid.

#### **GI08 BID SECURITY REQUIREMENTS**

1. The Bidder shall submit bid security with the bid package in the form of a bid bond or a security deposit in an amount that is equal to not less than 10 percent of the bid amount. Applicable Taxes shall not be included when calculating the amount of any bid security that may be required. The maximum amount of bid security required with any bid is \$2,000,000.
2. A bid bond (form PWGSC-TPSGC 504) shall be in an approved form, properly completed, with original signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of Request for Proposal closing or as identified in Treasury Board Appendix L, Acceptable Bonding Companies.
3. A security deposit shall be an original, properly completed, signed where required and be either
  - a. a bill of exchange, bank draft or money order made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
  - b. bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada.

4. For the purposes of subparagraph 3. a. of GI08
  - a. a bill of exchange is an unconditional order in writing signed by the Bidder and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;
  - b. if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 4.c. of GI08, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and
  - c. An approved financial institution is
    - i. a corporation or institution that is a member of the Canadian Payments Association as defined in the *Canadian Payments Act*;
    - ii. a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";
    - iii. a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
    - iv. a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the *Income Tax Act*; or
    - v. Canada Post Corporation.
5. Bonds referred to in subparagraph 3. b. of GI08 shall be provided on the basis of their market value current at the date of Request for Proposal closing, and shall be
  - a. payable to bearer;
  - b. accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations; or
  - c. registered as to principal or as to principal and interest in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations.
6. As an alternative to a security deposit an irrevocable standby letter of credit is acceptable to Canada and the amount shall be determined in the same manner as a security deposit referred to above.
7. An irrevocable standby letter of credit referred to in paragraph 6) of GI08 shall
  - a. be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf,

- i. is to make a payment to, or to the order of, the Receiver General for Canada as the beneficiary;
    - ii. is to accept and pay bills of exchange drawn by the Receiver General for Canada;
    - iii. authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
    - iv. authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
  - b. state the face amount which may be drawn against it;
  - c. state its expiry date;
  - d. provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the Departmental Representative identified in the letter of credit by his/her office;
  - e. provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
  - f. provide that it is subject to the International Chamber of Commerce (ICC) *Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision*, ICC Publication No. 600, Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
  - g. be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.
8. Bid security shall lapse or be returned as soon as practical following
- a. the Request for Proposal closing date, for those Bidders submitting non-compliant bid packages; and
  - b. the administrative bid package review, for those Bidders submitting compliant bid packages ranked fourth to last on the schedule of bid packages; and
  - c. the award of contract, for those Bidders submitting the second and third ranked bid packages; and
  - d. the receipt of contract security, for the successful Bidder; or
  - e. the cancellation of the Request for Proposal, for all Bidders.
9. Notwithstanding the provisions of paragraph 8 of GI08 and provided more than three compliant bid packages have been received, if one or more of the bid packages ranked third to first is withdrawn or rejected for whatever reason then Canada reserves the right to hold the security of

the next highest ranked compliant bid package in order to retain the bid security of at least three valid and compliant bid packages.

#### **GI09 SUBMISSION OF BID PACKAGE**

1. The Bid and Acceptance Form, duly completed, and the bid security shall be enclosed and sealed in an envelope (Envelope B) provided by the Bidder, and shall be addressed and submitted to the office designated on the Front Page of the Request for Proposal for the receipt of bid packages. The bid package must be received on or before the date and time set for Request for Proposal closing date and time.
2. Unless otherwise specified in the Special Instructions to Bidders
  - a. the bid shall be in Canadian currency;
  - b. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bid packages including such provision will render the bid package non-responsive.
3. Prior to submitting the bid package, the Bidder shall ensure that the following information is clearly printed or typed on the face of the bid package envelope:
  - a. Request for Proposal Number;
  - b. Name of Bidder;
  - c. Return address; and
  - d. Closing Date and Time.
4. Timely and correct delivery of bid packages is the sole responsibility of the Bidder.

#### **GI10 REVISION OF BID PACKAGE**

1. A bid package submitted in accordance with these instructions may be revised by letter or facsimile provided the revision is received at the office designated for the receipt of bids, on or before the date and time set for the closing of the Request for Proposal. The letter or facsimile shall be on the Bidder's letterhead or bear a signature that identifies the Bidder.
2. A revision to a bid package that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
3. A letter or facsimile submitted to confirm an earlier revision should be clearly identified as a confirmation.
4. Failure to comply with any of the above provisions may result in the rejection of the non-compliant revision(s) only. The bid package shall be evaluated based on the original bid package submitted and all other compliant revision(s).

#### **GI11 (2014-09-25) REJECTION OF BID PACKAGE**

1. Canada may accept any bid package, whether it is the lowest or not, or may reject any or all bids.
2. Without limiting the generality of paragraph 1) of GI11, Canada may reject a bid package if any of the following circumstances is present:
  - a. the Bidder's bidding privileges are suspended or are in the process of being suspended;
  - b. the bidding privileges of any employee or subcontractor included as part of the bid package are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;
  - c. the Bidder is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
  - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
  - e. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
  - f. with respect to current or prior transactions with Canada
    - i. Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of its bid; or
    - ii. Canada determines that the Bidder's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
3. In assessing the Bidder's performance on other contracts pursuant to subparagraph 2)(f)(ii) of GI11, Canada may consider, but not be limited to, such matters as:
  - a. the quality of workmanship in performing the Work;
  - b. the timeliness of completion of the Work;
  - c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
  - d. the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
4. Without limiting the generality of paragraphs 1), 2) and 3) of GI11, Canada may reject any bid package based on an unfavourable assessment of the

- a. adequacy of the bid price to permit the work to be carried out and, in the case of a bid providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
  - b. Bidder's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
  - c. Bidder's performance on other contracts.
5. Where Canada intends to reject a bid package pursuant to a provision of paragraphs 1), 2), 3) or 4) of G111, other than subparagraph 2)(a) of G111, the contracting Authority will inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the bid package rejection.
  6. Canada may waive informalities and minor irregularities in bid packages received if Canada determines that the variation of the bid package from the exact requirements set out in the Bid Documents can be corrected or waived without being prejudicial to other Bidders.

#### **G112 BID PACKAGE COSTS**

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

#### **G113 PROCUREMENT BUSINESS NUMBER**

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

#### **G114 COMPLIANCE WITH APPLICABLE LAWS**

1. By submission of a bid package, the Bidder certifies that the Bidder has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the bid package and entry into any ensuing contract for the performance of the work.
2. For the purpose of validating the certification in paragraph 1) of G114, a Bidder shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.
3. Failure to comply with the requirements of paragraph 2) of G114 shall result in disqualification of the bid.

#### **G115 ENQUIRIES DURING THE REQUEST FOR PRPOPSAL**

1. All enquiries must be submitted by e-mail to the Contracting Authority (e-mail address found below) no later than six (6) business days before the Request for Proposal closing date and time in order to be considered by Canada.
2. To ensure the integrity of the procurement process, enquiries and other communications regarding the Request for Proposal must be directed only to the Contracting Authority at the e-mail address mentioned below. Interested Bidders should not contact any other employee of Canada or other persons involved in the Project to discuss questions regarding the Request for Proposal. Canada designates the following person as the Contracting Authority:

Edward El-Zarka – Edward.El-Zarka@pwgsc-tpsgc.gc.ca

#### **GI16 PERFORMANCE EVALUATION**

1. Bidders shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.
2. The form PWGSC-TPSGC 2913, SELECT - Contractor Performance Evaluation Report Form, is used to record the performance.

#### **GI17 CONFLICT OF INTEREST - UNFAIR ADVANTAGE**

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

#### **GI18 OPTIONAL SITE VISIT**

There will be a site visit on May 28th, 2015 at 10:00 a.m. (EDT). Interested bidders shall meet at the the Governor Generals entrance of the East Block building, Parliament Hill, Ottawa, Ontario.

To ensure access to the building, names of individuals attending the site visit must be submitted to the Contracting Authority named on the Request for Proposal - Page 1, ten (10) calendar days prior to the site visit.

All interested Bidders who do not confirm attendance may not be allowed to participate in the Site Visit. Any clarifications or changes to the Request for Proposal resulting from the Site Visit will be issued as an Amendment to the Request for Proposal. Interested Bidders who do not attend will not be precluded from submitting a Bid Package.

Attendance at a Site Visit will be at the discretion of the Bidders, but Bidders who do not attend will be deemed to have received all of the information made available to attendees, if provided.

#### **GI19 BID PACKAGE VALIDITY PERIOD**

1. Canada reserves the right to seek an extension to the bid package validity period prescribed in BA04 of the Bid and Acceptance Form – Appendix G. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. of GI19 is accepted, in writing, by all those who submitted bid packages, then Canada shall continue immediately with the evaluation of the bid packages and its approvals processes.
3. If the extension referred to in paragraph 1. of GI19 is not accepted in writing by all those who submitted bid packages then Canada shall, at its sole discretion, either
  - a. continue to evaluate the bid packages of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the invitation to tender.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11.

#### **GI20 SECURITY RELATED REQUIREMENTS**

1. At the Request for Proposal closing date and time, the Bidder must hold a valid Security Clearance as indicated in Section 3 of the resulting contract (Appendix K). Failure to comply with this requirement will render the bid package non-compliant and no further consideration will be given to the bid package.
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 3 of the resulting contract. Individuals who do not have the required level of security will not be allowed on site. It is the responsibility of the successful bidder to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful bidder's non-compliance with the mandatory security requirement.
3. For additional information on security requirements, bidders should consult the Standard Procurement Documents Web site Industrial Security Program.

#### **GI21 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE**

1. To encourage employers to participate in apprenticeship training, Contractors bidding on construction and maintenance contracts by Public Works and Government Services Canada (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](http://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 4) 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. If interested, the successful Bidder is encouraged to provide the required information as contained in Appendix J.

#### **GI22 INSURANCE FORM**

Bidders are to note the insurance requirements as stipulated in General Condition 10 and the associated insurance certificate (Appendix E of the resulting contract).

#### **GI23 RESULTING CONTRACT**

The proposed resulting contract to be awarded to the successful bidder will be based on the content of Appendix K.

#### **GI24 DEBRIEFING**

Pursuant to contract award, unsuccessful Bidder(s) may request a debriefing on the results of the Request for Proposal process. Bidder(s) should make the request to the Contracting Authority named on the Request for Proposal – Page 1 within 15 working days of receipt of the results of the Request for Proposal process. The confidentiality of information relating to other submissions will be protected. The debriefing may be in writing, by telephone or in person.

#### **GI25 CANADA'S EVALUATION TEAM**

Canada's evaluation team may comprise specialists from PWGSC and technical experts from private industry. All member of the evaluation team will be required to enter into a non-disclosure agreement and declare any conflict of interest situations.

## GI26 DISBURSEMENTS

Bidders are advised that the following disbursements are not to be included in the bid package and shall be paid at cost to the successful bidder, if and when required.

Construction Permits	\$140,000.00
Courier and Reproduction Services	\$ 80,000.00

## GI27 WEB SITES

The connection to some of the Web sites in the Request for Proposal 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&section=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>

Performance Bond (form PWGSC-TPSGC 505) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf>

Labour and Material Payment Bond (form PWGWSC-TPSGC 506)  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

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>

## SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

- SRE 1 General Information
- SRE 2 Technical Proposal Submission Requirements and Evaluation
- SRE 3 Price Evaluation
- SRE 4 Basis of Selection

### SRE 1 GENERAL INFORMATION

**1.1 Submission of Bid Package:** The Bid Package shall be submitted following a "two-envelope" procedure in which Bidders submit technical aspects of their bid in one envelope and the proposed price and bid security in a second envelope. Failure to do so may result in non-compliance

- 1) **Envelope A:** Submit one (1) signed original and five (5) copies of the Technical Proposal.
- 2) **Envelope B:** Submit one (1) signed original Bid and Acceptance Form and bid security.

### 1.2 Format of Bid Package

- 1) **Envelope A - Technical Proposal:** In order to facilitate the evaluation of the technical proposal, Canada requests that bidders address and present topics in the order established in this SRE section of the RFP. To avoid duplication, Bidders may refer to different sections of their proposal by identifying the specific paragraph and page number where the subject topic has already been addressed.
  - a) The following format should be used when preparing the Technical Proposal:
    - Paper size should be - 216mm x 279mm (8.5" x 11");
    - Smallest font size should be 11 point Times or equal;
    - Margins should be 12 mm left, right, top, and bottom;
    - Double-sided submissions are preferred;
    - One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper; 279mm x 432 mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages.
  - b) The maximum number of pages (including text and graphics) to be submitted is 20 pages. The following are not part of this page limitation:
    - Covering Letter;
    - Front Page of the Proposal;
    - Client Reference Forms (Appendix H);
    - Health and Safety documentation. Refer to SRE 2.6 3a);
    - Resumes (limit 2 pages for each key personnel);
  - c) The consequence of exceeding the maximum 20 page limitation is that all pages extending beyond the first 20 pages will be removed from the Technical Proposal submission and will not be forwarded to the PWGSC Evaluation Committee for evaluation.
- 2) **Envelope B – Bid and Acceptance Form:** Bidders must submit their price in accordance with Appendix A - Bid and Acceptance Form and GI08 Bid Security Requirements of the General Instructions to Bidders.

## **SRE 2 TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS AND EVALUATION**

In their technical proposal, bidders should demonstrate their understanding of the requirements contained herein and explain how they meet these requirements. Bidders should demonstrate their capability in a thorough, clear, and concise manner for carrying out the work. The technical proposal should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the proposal will be evaluated. Simply repeating the statement contained in the proposal solicitation is not sufficient.

### **Mandatory Requirements**

**2.1 Mandatory Bidder Experience:** The bidder must submit one representative project demonstrating the following mandatory Bidder experience:

- 1) The Bidder has performed work as a Construction Manager or as a General Contractor on a construction project where the Bidder's contract was valued equal to or greater than \$15,000,000 at contract award, and the project has a Certificate of Completion issued between January 2000 and April 2015.

Information to be supplied:

- a) Description of one representative project the Bidder shall have delivered as a Construction Manager or as a General Contractor with a Certificate of Completion issued between January 2000 and April 2015.
- b) Total construction value of the representative project at substantial completion.
- c) Total value of the Bidder's contract for the representative project at contract award.

**2.2 Mandatory Experience and Credentials of Key Personnel:** The resumes submitted in response to SRE 2.5, Experience – Bidder's Personnel, must demonstrate the following mandatory requirements:

- 1) Project Manager:
  - a) Must have a minimum of 15 years construction experience;
  - b) Must hold either a valid Professional Engineer license (P. Eng.) or a valid Architecture license, issued in the province of Ontario.
- 2) Site Superintendent:
  - a) Must have a minimum of 15 years construction experience;
  - b) Must have experience as a superintendent on a construction project implemented in an occupied building.
- 3) Scheduler: Must have a minimum of 10 years construction experience.
- 4) Estimator: Must have a minimum of 10 years construction experience.

### **2.3 Security Clearance**

- 1) The Bidder must hold a valid Facility Security Clearance (FSC) issued by Canadian Industrial Security Directorate.

## **Point Rated Requirements**

### **2.4 Experience of the Bidder:** Describe the accomplishments and achievements of the Bidder for work related to the identified project.

#### Information to be supplied:

Description of two (2) representative projects, at least one of which, the Bidder shall have delivered under a construction management type contract. Both projects shall have a Certificate of Completion issued between January 2000 and April 2015. The representative projects should be relevant to the scope of services required, and the scale and scope of the project described in this RFP. One of the two representative projects shall be the same as the representative project identified in the mandatory requirement section, SRE 2.1 Mandatory Bidder Experience. The following information is to be included for each representative project:

- 1) Representative project relevance:
  - a) A brief project description including total construction value, start and completion dates, and quantity and types of sub-contracts managed;
  - b) Clearly indicate how each referenced project is comparable to the subject Project of this RFP against the following criteria: Size of project, extent of rehabilitation and renovations, protection of heritage components, extent of the Advisory services provided, complexity, limited lay down area, occupied building, and any other criteria that the Bidder may identify based on their understanding of the project;
  - c) Bidders must complete and submit Appendix B "Client Reference Form" for each project as validation of the Bidder's representative projects. If any of the information requested in Appendix H is not provided in the Bidder's submission, Canada will provide a timeframe by which it must be provided. Failure to provide the requested information may render the Bidder non-responsive.
- 2) Management of representative projects:
  - a) How budget was controlled and managed. (include the construction cost at contract award & final construction cost at substantial completion, including the value of all settled and unresolved claims, with an explanation to address variances);
  - b) How schedule was controlled and managed (include the planned completion date at contract award and the actual completion date, with an explanation to address variances);
  - c) How scope, quality, and risks were managed to achieve client's expectations;
  - d) How construction site health & safety was managed;
  - e) Names of the Bidder's key personnel responsible for delivery of the projects.

### **2.5 Experience - Bidder's Key Personnel:**

Bidder's Key Personnel: Provide resumes for the Bidder's Key Personnel proposed to provide the services required for this contract.

#### Key Personnel:

- 1) Project Manager
- 2) Site Superintendent

3) Scheduler

4) Estimator

Information to be supplied: Provide resumes for the Bidder's Key Personnel indicated herein. In addition to demonstrating the mandatory requirements for the identified Key-Personnel, resumes submitted for each of the key personnel should include the following:

- Academic and/or other relevant qualifications such as PMP, Gold Seal, etc.; include accomplishments and achievements;
- Pertinent experience on projects involving heritage work;
- Relevant experience in the proposed position and number of years experience in both the proposed position and the construction industry (if not done with Bidder firm, specify name of firm);
- Scheduling resource should have experience with Oracle Primavera scheduling software;
- Estimating resource should have experience with all aspects of construction cost estimating using CIQS Elemental Format estimating and Trade Format estimating, as well as the use of Earned Value Management, Cost Analysis, Risk Analysis, Life Cycle Costing, and Value Engineering/Management techniques.
- Role, responsibility and degree of involvement of individual in past projects. A higher score will be given to key personnel who had a significant role in projects identified in SRE2.4.

**2.6 Management of Services:** The Bidder should demonstrate their understanding of this Project and the services required under this contract as well as their firm's capability to manage the services to meet Project challenges and ensure consistent control throughout the project. The Bidder should demonstrate how their team will be organized and managed.

Information to be supplied:

- 1) Organization Chart & Resource Allocation: Provide an organization chart identifying the position titles and names of the full Bidder's team, including the Key Personnel identified in SRE Section 2.5, and all other Bidder personnel proposed to furnish the services required for this contract. The Bidder's organization chart should clearly demonstrate the resources proposed for each of the three service categories (Advisory Services, Construction Management Services, and Constructor Services) including all support personnel and back-up personnel. Describe in detail, the roles and responsibilities of the personnel selected and provide a narrative clearly explaining the rationale for the proposed project resourcing against the project objectives.
- 2) Work Plan and Methodologies
  - a) Describe how advisory services will be provided during the design development stages as well as through the three construction sub-phases of the exterior envelope work;
  - b) The required services under this contract include three distinct service categories (Advisory Services, Construction Management Services for minor work, and Constructor Services). Describe how the bidder will organize resources to address these services and how the bidder will manage those resources to ensure a cohesive and coordinated team;
  - c) Describe how the bidder will coordinate the services required under this contract with the construction services being separately contracted by PWGSC to implement the three construction sub-phases of exterior rehabilitation work;

- d) Describe the bidder's understanding of the Constructor Services role within the context of this project. Describe the methodologies the Bidder will employ to fulfill the mandate of Constructor for this project;
  - e) Provide a description of the proposed scheduling services and explain how schedule control will be applied throughout the delivery of the Project;
  - f) Provide a description of the proposed costing services and explain how cost control will be applied throughout the delivery of the Project;
  - g) Provide a narrative on your understanding of Constructability and Bid-ability review highlighting the key elements of such reviews.
  - h) Provide a narrative on your understanding of the requirement to monitor the construction progress of the general contractors engaged in performing the exterior rehabilitation work. Specifically, describe your proposed methodology to address the requirements of section 5.1.14 CONSTRUCTION MONITORING of the Terms of Reference.
- 3) Health & Safety (H&S) Plan and Record
- a) Provide a copy of the Bidder's Corporate Health and Safety Policy, Program, and Procedural documentation.
  - b) Based on the Bidder's understanding of the project from the information provided in this RFP, provide a narrative describing how the Bidder will implement a Site Specific Health & Safety Plan for this project.
  - c) Provide a description of how the Bidder intends to provide ongoing qualified health and safety staffing and services throughout the duration of the project, including shift work when required.
  - d) Describe the experience of the Bidder's proposed Constructor Services Team including any industry certification or professional designations such as; Canadian Registered Safety Professional (CRSP), certified Health & Safety Consultant (CHSC), Gold Seal Health & Safety certified or Construction Health & Safety Officer (CHSO). Describe how this team is qualified to provide the required Constructor Services for this project.

TECHNICAL EVALUATION

<b>Mandatory Requirements</b>				
<b>SRE</b>	<b>What will be evaluated</b> <i>Mandatory Requirements: Pass / Fail</i>	<b>Meets</b>	<b>Doesn't Meet</b>	<b>Pass / Fail</b>
<b>2.1</b>	<b>Mandatory Bidder Experience</b>			
1)	Construction Manager or General Contractor on \$30M Project			
2)	Experience as Construction Management Advisor			
<b>2.2</b>	<b>Mandatory Experience and Credentials of Key Personnel</b>			
1)	Mandatory Experience of the Project Manager			
2)	Mandatory Experience of the Superintendent			
3)	Mandatory Experience of the Scheduler			
4)	Mandatory Experience of the Estimator			
<b>2.3</b>	<b>Mandatory Security Clearances</b>			
1)	Valid Facility Security Clearance (FSC)			

<b>Point Rated Requirements</b>				
<b>SRE</b>	<b>What will be evaluated</b> <i>Maximum Score: 1000 Points;</i>	<b>Score</b>	<b>Weight</b>	<b>Weighted Score</b>
<b>2.4</b>	<b>Experience of the Bidder</b> <i>Maximum Score: 150 Points</i>			
1)	Representative project relevance	0-10	8	<b>80</b>
2)	Management of the representative projects	0-10	7	<b>70</b>
<b>2.5</b>	<b>Experience of Key Personnel of the Bidder</b> <i>Maximum Score: 250 Points</i>			
1)	Experience of the Project Manager	0-10	10	<b>100</b>
2)	Experience of the Site Superintendent	0-10	7	<b>70</b>
3)	Experience of the Scheduler	0-10	4	<b>40</b>
4)	Experience of Estimator	0-10	4	<b>40</b>
<b>2.6</b>	<b>Management of the Project</b> <i>Maximum Score: 600 Points</i>			
1)	Organization Chart & Resources Allocation Matrices	0-10	20	<b>200</b>
2)	Work plan & Methodologies	0-10	25	<b>250</b>
3)	Health & Safety Plan and Record	0-10	15	<b>150</b>

## EVALUATION GRID

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

### SRE 3 PRICE EVALUATION

3.1 Envelope B of all bid packages deemed responsive under SRE 4.1 a) & b) below will be opened upon completion of the evaluation of technical submissions.

### SRE 4 BASIS OF SELECTION

4.1 To be declared responsive, a bid package must:

- a) Comply with all the requirements of the bid solicitation; and
- b) Obtain a **"Pass"** score for each of the mandatory requirement outlined in Section 2.1, 2.2, and 2.3; and
- c) The price bid must consist of the Bid and Acceptance Form, duly completed and accompanied by the required bid security.

4.2 Bid packages not meeting a), or b), or c) above will be declared non-responsive.

4.3 Neither the responsive Bidder that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive Bidder with the lowest evaluated price per point will be recommended for award of a contract. In the case of a tie, the Bidder achieving the higher Technical Score will be recommended for award of a contract.

4.4 Evaluated Price per Point =  $\frac{\text{Total Price}}{\text{Technical Score}}$

# APPENDIX G

## BID AND ACCEPTANCE FORM (BA) (5 pages)

### BA01 IDENTIFICATION

Construction Management Advisory Services  
East Block Exterior Rehabilitation Project  
Parliament Hill, Ottawa, Ontario

Solicitation Number: EP747-151625/A

Project Number: R.042877.255

### BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ PBN: \_\_\_\_\_

### BA03 THE PROPOSAL

The Bidder proposes to Canada to perform and complete the Work for the above named project in accordance with the Request for Proposal documents as follows:

#### (A) BASE CONTRACT

Advisory Services	Applicable Terms of Reference	Firm Monthly Fee (G)	Estimated Duration (H)	Extended Total (G x H)
Construction Management Advisor	Sections 1, 2, 3, & 4.1	\$	0 – 15 months	\$ (a)

Category of Service	Applicable Terms of Reference	Firm Rate (C)	Construction Value (D)	Estimated Duration	Fee (C x D)
Construction Manager - Minor Works	Sections 1, 2, 3, & 4.2	%	\$1,200,000	0 – 15 months	\$ (b)

Category of	Estimated	Estimated	Firm Hourly	Extended Total(E)
Project Manager	0 – 15 months	400	\$	\$
	16 – 43 months	500	\$	\$
	44 – 67 months	500	\$	\$
	68 – 91 months	300	\$	\$
Intermediate Project Manager	0 – 15 months	400	\$	\$
	16 – 43 months	500	\$	\$
	44 – 67 months	500	\$	\$
	68 – 91 months	300	\$	\$
Superintendent	0 – 15 months	200	\$	\$
	16 – 43 months	500	\$	\$
	44 – 67 months	500	\$	\$
	68 – 91 months	500	\$	\$
Estimator	0 – 15 months	150	\$	\$
	16 – 43 months	200	\$	\$
	44 – 67 months	200	\$	\$
	68 – 91 months	150	\$	\$
Scheduler	0 – 15 months	150	\$	\$
	16 – 43 months	200	\$	\$
	44 – 67 months	200	\$	\$
	68 – 91 months	150	\$	\$
Health and Safety Officer	0 – 15 months	400	\$	\$
	16 – 43 months	500	\$	\$
	44 – 67 months	500	\$	\$
	68 – 91 months	400	\$	\$
Administrative	0 – 15 months	400	\$	\$
	16 – 43 months	500	\$	\$
	44 – 67 months	500	\$	\$
	68 – 91 months	400	\$	\$
Sub-Total			\$	(c)

The quantities and categories of personnel identified in (c) above are for evaluation purposes only and shall not be interpreted by the Bidder to be a commitment by Canada to request the services of any of the personnel for any quantity of weeks whatsoever. However, should the need arise during the period of the contract to add additional services, the aforementioned rates shall apply.

The **Base Contract - SUBTOTAL BID AMOUNT** represents the sum of items (a) + (b) + (c) above, all excluding applicable taxes.

**BASE CONTRACT - SUBTOTAL BID AMOUNT** of:

\$ \_\_\_\_\_ excluding applicable taxes  
(to be expressed in numbers)

**(B) OPTION 1A**

Advisory Services	Applicable Terms of Reference	Firm Monthly Fee (G)	Estimated Duration (H)	Extended Total (G x H)
Construction Management Advisor	Sections 1, 2, 3, & 5.1	\$	16 – 43 months	\$ (d)

Category of Service	Applicable Terms of Reference	Firm Rate (I)	Construction Value (J)	Estimated Duration	Fee (I x J)
Construction Manager – Minor Works	Sections 1, 2, 3, & 5.2	%	\$2,400,000	16 – 43 months	\$ (e)

The **OPTION 1A - SUBTOTAL BID AMOUNT** represents the sum of items (d) + (e) **above**, all excluding applicable taxes.

**OPTION 1A - SUBTOTAL BID AMOUNT** of:

\$ \_\_\_\_\_ excluding applicable taxes  
(to be expressed in numbers)

**(C) OPTION 1B**

Advisory Services	Applicable Terms of Reference	Firm Monthly Fee (K)	Estimated Duration (L)	Extended Total (K x L)
Construction Management Advisor	Sections 1, 2, 3, & 5.1	\$	44 – 67 months	\$ (f)

Category of Service	Applicable Terms of Reference	Firm Rate (M)	Construction Value (N)	Estimated Duration	Fee (M x N)
Construction Manager – Minor Works	Sections 1, 2, 3, & 5.2	%	\$1,000,000	44 – 67 months	\$ (g)

The **OPTION 1B - SUBTOTAL BID AMOUNT** represents the sum of items (f) + (g) **above**, all excluding applicable taxes.

**OPTION 1B - SUBTOTAL BID AMOUNT** of:

\$ \_\_\_\_\_ excluding applicable taxes  
(to be expressed in numbers)

**(D) OPTION 1C**

Advisory Services	Applicable Terms of Reference	Firm Monthly Fee (O)	Estimated Duration (P)	Extended Total (O x P)
Construction Management Advisor	Sections 1, 2, 3, & 5.1	\$	68 – 91 months	\$ (h)

Category of Service	Applicable Terms of Reference	Firm Rate (M)	Construction Value (N)	Estimated Duration	Fee (M x N)
Construction Manager – Minor Works	Sections 1, 2, 3, & 5.2	%	\$400,000	68 – 91 months	\$ (i)

The **OPTION 1C - SUBTOTAL BID AMOUNT** represents the sum of items (h) + (i) **above**, all excluding applicable taxes.

**OPTION 1C - SUBTOTAL BID AMOUNT** of:

\$ \_\_\_\_\_ excluding applicable taxes  
(to be expressed in numbers)

**(E) OPTION 2A/2B/2C – CONSTRUCTOR SERVICES**

OPTION	Category of Service	Applicable Terms of Reference	Firm Rate (S)	Construction Value (T)	Fee (S x T)
2A	Constructor Services – Sub-Phase 1	Sections 1, 2, 3, & 6	%	\$20,500,000	\$ (j)
2B	Constructor Services – Sub-Phase 2	Sections 1, 2, 3, & 6		\$20,500,000	\$ (k)
2C	Constructor Services – Sub-Phase 3	Sections 1, 2, 3, & 6		\$20,780,000	\$ (l)

The **Constructor Services - SUBTOTAL BID AMOUNT** represents the sum of items (j) + (k) + (l) **above**, all excluding applicable taxes.

**Constructor Services - SUBTOTAL BID AMOUNT** of

\$ \_\_\_\_\_ excluding applicable taxes  
(to be expressed in numbers)

The **TOTAL BID AMOUNT**, for evaluation purposes, represents the sum of BASE + OPTION 1A + OPTION 1B + OPTION 1C + OPTION 2A + OPTION 2B + OPTION 2C **below**, all excluding applicable taxes:

\$ \_\_\_\_\_ excluding applicable taxes  
(to be expressed in numbers)

**BA04 BID PACKAGE VALIDITY PERIOD**

The bid package shall not be withdrawn for a period of 60 days following the closing date and time of the Request for Proposal.

**BA05 BID SECURITY**

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

**BA06 SIGNATURE**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX H

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

#### Client Letter of Reference

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

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

#### Project Details:

Project Location: \_\_\_\_\_

Project size (M<sup>2</sup>): \_\_\_\_\_

\_\_\_\_\_  
Initial Contract Value (including Taxes)

\_\_\_\_\_  
Final Contract Value (including Taxes)

\_\_\_\_\_  
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.

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

**Client Letter of Reference**

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

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

Project Details:

Project Location: \_\_\_\_\_

Project size (M<sup>2</sup>): \_\_\_\_\_

\_\_\_\_\_  
Initial Contract Value (including Taxes)

\_\_\_\_\_  
Final Contract Value (including Taxes)

\_\_\_\_\_  
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.





APPENDIX K

Purchasing Office – Bureau des achats  
 Real Property Contracting Directorate –  
 Direction de l'attribution des marchés  
 immobiliers  
 Parliamentary Precinct Division –  
 Division de la Cité parlementaire  
 185 Sparks Street / 185 rue Sparks  
 Dover Building / Édifice Dover  
 Suite 313  
 Ottawa, Canada (K1A 0S5)

**CONTRACT  
 CONTRAT**

Canada accepts your bid to provide to  
 Canada the goods, services or both  
 described in the Contract in accordance with  
 the conditions and at the prices set out in the  
 Contract.

Le Canada accepte votre soumission de  
 fournir au Canada les biens, services ou les  
 deux décrits dans le contrat conformément  
 aux conditions et aux prix prévus au contrat.



Return signed copy forthwith

Prière de retourner une copie dûment signée  
 immédiatement

**Comments – Commentaires**

THIS DOCUMENT CONTAINS A  
 SECURITY REQUIREMENT

**Venue / Firm Name and Address**

Raison sociale et adresse du  
 fournisseur/de l'entrepreneur



<b>Title – Sujet</b> EAST BLOCK – CONSTRUCTION MANAGEMENT ADVISOR	
<b>Contract No. – N° du contrat</b>	<b>Date:</b>
<b>Client Reference No. - N° de référence du client</b>	
<b>Requisition Reference No. - N° de la demande</b>	
<b>File No. – N° de dossier</b>	<b>CCC No./N° CCC – FMS No./N° VME</b>
<b>Financial Codes</b>	<b>GST/HST</b>
<b>Code(s) financier(s)</b>	<b>TPS/TVH</b>
<b>F.O.B. – F.A.B.</b>	
<b>GST/HST – TPS/TVH</b>  Included	<b>Duty – Droits</b>
<b>Destination – of Goods, Services, and Construction:</b> <b>Destination – des biens, services et construction:</b>  DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA EAST BLOCK 111 WELLINGTON ST OTTAWA, ONTARIO K1A0A9 CANADA	
<b>Invoices – Original and two copies to be sent to:</b> <b>Factures – Envoyer l'original et deux copies à:</b>  DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA DOVER BUILDING 185 SPARKS ST OTTAWA ONTARIO K1P5B9 Canada	
<b>Address Enquiries to: - Adresser toutes question à: El-Zarka, Edward</b>	<b>Buyer Id – Id de l'acheteur : FP002</b>
<b>Telephone No. – N° de telephone</b> (819) 775-7156	<b>FAX No. – N° de FAX</b>
<b>Total estimated cost</b>	<b>Currency Type – Genre de devise</b>
<b>Coût total estimatif</b>	
<b>For the Minister – Pour le Ministre</b>	

**East Block Exterior Rehabilitation**  
**CONSTRUCTION MANAGEMENT ADVISOR**

**Contract**

1. Statement of Work
2. General Conditions
  - GC 1(2014-09-25) – GENERAL PROVISIONS
  - GC 2ADMINISTRATION OF THE CONTRACT
  - GC 3EXECUTION AND CONTROL OF THE WORK
  - GC 4PROTECTIVE MEASURES
  - GC 5TERMS OF PAYMENT
  - GC 6DELAYS AND CHANGES IN THE WORK
  - GC 7DEFAULT, SUSPENSION OR TERMINATION
  - GC 8DISPUTE RESOLUTION
  - GC 9CONTRACT SECURITY
  - GC 10– INSURANCE
3. Security Requirement
4. Term of Contract
5. Authorities
6. Payment
7. Replacement of Key Personnel

**List of Appendices:**

- Appendix A – Terms of Reference
- Appendix B – Security Requirements Checklist and Classification Guide
- Appendix C – Basis of Payment
- Appendix D – Key Personnel Qualifications
- Appendix E – Insurance Certificate
- Appendix F - Voluntary Report for Apprentices Employed During the Contract

## APPENDIX K

### 1. Requirement

The Contractor must perform the Work in accordance with the Terms of Reference attached as Appendix A.

### 2. Standard Clauses and Conditions

#### GENERAL CONDITIONS

#### GC 1 (2014-09-25) – GENERAL PROVISIONS

##### GC1.1 Interpretation

##### GC1.1.1 Headings and References

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

##### GC1.1.2 Terminology

1. In the Contract,

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

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

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

"Contract Amount" means the amount set out in the Contract to be payable to the Contractor for the Work, subject to the terms and conditions of the Contract, exclusive of Applicable Taxes;

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

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

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

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

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

"Departmental Representative" means the person designated in the Contract, or by written notice to the Contractor, to act as the Departmental Representative for the purposes of the Contract, and

## APPENDIX K

includes a person, designated and authorized in writing by the Departmental Representative to the Contractor;

"herein", "hereby", "hereof", "hereunder" and similar expressions refer to the Contract as a whole and not to any particular section or part thereof;

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

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

"person" also includes, unless there is an express stipulation in the Contract to the contrary, any partnership, proprietorship, firm, joint venture, consortium or corporation;

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

"Project Manager" means the employee or representative of the Contractor designated by the Contractor to act pursuant to GC2.6.1.

"Subcontractor" means a person having a direct contract with the Contractor, subject to GC3.6 "Subcontracting", to perform a part or parts of the Work, or to supply Material customized for the Work;

"Superintendent" means the employee or representative of the Contractor designated by the Contractor to act pursuant to **Error! Reference source not found.**

"Supplementary Conditions" means the part of the Contract that amends or supplements the General Conditions;

"Supplier" means a person having a direct contract with the Contractor to supply Plant or Material not customized for the Work;

"Time Based Arrangement" means that part of the Contract that prescribes a time based fee as payment for performance of the Work to which it relates;

"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)" on Page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Amount, or the revised Contract Amount, or the amount that would increase or decrease the Contract Amount and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

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

"Unit Price Table" means the table of prices per unit set out in the Contract;

"Work" means, subject only to any express stipulation in the Contract to the contrary, everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contract in accordance with the contract documents; and

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

### GC1.1.3 Application of Certain Provisions

1. Any provisions of the Contract that are expressly stipulated to be applicable only to a Unit Price Arrangement are not applicable to any part of the Work to which a Lump Sum Arrangement and/or a Time Based Arrangement applies.

## APPENDIX K

2. Any provisions of the Contract that are expressly stipulated to be applicable only to a Lump Sum Arrangement are not applicable to any part of the Work to which a Unit Price Arrangement and/or a Time Based Arrangement applies.
3. Any provision of the Contract that are expressly stipulated to be applicable only to a Time Based Arrangement are not applicable to any part of the Work to which a Lump Sum Arrangement and/or Unit Price Arrangement applies.

### GC1.1.4 Substantial Performance

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

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

### GC1.1.5 Completion

1. The Work shall be deemed to have reached Completion when all labour, Plant and Material required have been performed, used or supplied, and the Contractor has complied with the Contract and all orders and directions made pursuant thereto, all to the satisfaction of Canada.

## GC1.2 Contract Documents

### GC1.2.1 General

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

### GC1.2.2 Order of Precedence

1. In the event of any discrepancy or conflict in the contents of the following documents, such documents shall take precedence and govern in the following order:

## APPENDIX K

- a. the Contract and any amendment or variation of the contract documents that is made in accordance with the General Conditions;
- b. the Terms of Reference;
- c. all other appendices to the Contract;
- d. drawings and specifications.

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

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

### GC1.2.3 Security and Protection of Documents and Work

1. The Contractor shall guard and protect contract documents, drawings, information, models and copies thereof, whether supplied by Canada or the Contractor, against loss or damage from any cause.
2. The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, and all information developed by the Contractor as part of the Work, and shall not disclose any such information to any person without the written permission of Canada, except that the Contractor may disclose to a subcontractor, authorized in accordance with the Contract, information necessary to the performance of a subcontract. This section does not apply to any information that
  - a. is publicly available from a source other than the Contractor; or
  - b. is or becomes known to the Contractor from a source other than Canada, except any source that is known to the Contractor to be under an obligation to Canada not to disclose the information.
3. When the Contract, the Work, or any information referred to in paragraph 2) of GC1.2.3 is identified as top secret, secret, confidential, or protected by Canada, the Contractor shall, at all times, take all measures reasonably necessary for the safeguarding of the material so identified, including such measures as may be further specified elsewhere in the Contract or provided, in writing, from time to time by Canada.
4. Without limiting the generality of paragraphs 2) and 3) of GC1.2.3, when the Contract, the Work, or any information referred to in paragraph 2) is identified as top secret, secret, confidential, or protected by Canada, Canada shall be entitled to inspect the Contractor's premises and the premises of its subcontractors or suppliers and any other person at any tier, for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any such subcontractors or suppliers comply with all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor and its subcontractors and suppliers and any other person at any tier execute and deliver declarations relating to reliability screenings, security clearances and other procedures.
5. The Contractor shall safeguard the Work and the Contract, the specifications, drawings and any other information provided by Canada to the Contractor, and shall be liable to Canada for any loss or damage from any causes.

### GC1.3 Status of the Contractor

1. The Contractor is engaged under the Contract as an independent contractor.
2. The Contractor, its subcontractors and suppliers and any other person at any tier and their employees are not engaged by the Contract as employees, servants or agents of Canada.

## APPENDIX K

3. For the purposes of the contract the Contractor shall be solely responsible for any and all payments and deductions required to be made by law including those required for Canada or Quebec Pension Plans, Employment Insurance, Worker's Compensation, provincial health or insurance plans, and Income Tax.

### GC1.4 Rights and Remedies

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

### GC1.5 Time of the Essence

1. Time is of the essence of the Contract.

### GC1.6 Indemnification by the Contractor

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

### GC1.7 Indemnification by Canada

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

### GC1.8 Laws, Permits and Taxes

1. The Contractor shall comply with all federal, provincial and municipal laws and regulations applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning health and the protection of the environment, and shall require compliance therewith by all of its subcontractors and suppliers at any tier as if the Work were being performed for an owner other than Canada. The Contractor shall furnish evidence of compliance with such laws and regulations to Canada at such times as Canada may reasonably request.
2. Unless stipulated otherwise in the Contract, the Contractor shall obtain and maintain all permits, certificates, licences, registrations and authorizations required for the lawful performance of the Work.

## APPENDIX K

3. Prior to the commencement of the Work at the site, the Contractor shall tender to a municipal authority an amount equal to all fees and charges that would be lawfully payable to that municipal authority in respect of building permits as if the Work were being performed for an owner other than Canada.
4. Within 10 days of making a tender pursuant to paragraph 3) of GC1.8, the Contractor shall notify Canada of the amount properly tendered and whether or not the municipal authority has accepted that amount.
5. If the municipal authority has not accepted the amount tendered, the Contractor shall pay that amount to Canada within 6 days after the time stipulated in paragraph 4) of GC1.8.
6. For the purposes of this clause, "municipal authority" means any authority that would have jurisdiction respecting permission to perform the Work if the owner were not Canada.
7. Notwithstanding the residency of the Contractor, the Contractor shall pay any applicable tax arising from or related to the performance of the Work under the Contract.
8. In accordance with the Statutory Declaration referred to in paragraph 4) of GC5.5, "Substantial Performance of the Work", a Contractor who has neither residence nor place of business in the province or territory in which work under the Contract is being performed shall provide Canada with proof of registration with the provincial sales tax authorities in the said province.
9. For the purpose of the payment of any Applicable Taxes or the furnishing of security for the payment of any Applicable Taxes arising from or related to the performance of the Work, and notwithstanding the provision that all Material, Plant and interest of the Contractor in all real property, licences, powers and privileges, become the property of Canada after the time of purchase in accordance with GC3.10, "Material Plant and Real Property Become Property of Canada", the Contractor shall be liable, as a user or consumer, for the payment or for the furnishing of security for the payment of any Applicable Taxes payable, at the time of the use or consumption of that Material, Plant or interest of the Contractor in accordance with the relevant legislation.
10. Federal government departments and agencies are required to pay Applicable Taxes.
11. Applicable Taxes will be paid by Canada as provided in the request for payment. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
12. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
13. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Amount, the Contract Amount will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Amount if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
14. Tax Withholding of 15 Percent – Canada Revenue Agency  
Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the *Income Tax Regulations*, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

### GC1.9 Workers' Compensation

## APPENDIX K

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

### GC1.10 National Security

1. If Canada determines that the Work is of a class or kind that involves national security, Canada may order the Contractor to
  - a. provide Canada with any information concerning persons employed or to be employed by the Contractor for purposes of the Contract; and
  - b. remove any person from the site of the Work if, in the opinion of Canada, that person may be a risk to the national security;and the Contractor shall comply with the order.
2. In all contracts with persons who are to be employed in the performance of the Contract, the Contractor shall make provision for the performance of any obligation that may be imposed upon the Contractor under paragraph 1) of GC1.10.

### GC1.11 Unsuitable Workers

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

### GC1.12 Public Ceremonies and Signs

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

### GC1.13 Conflict of Interest

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

### GC1.14 Agreements and Amendments

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

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### GC1.15 Succession

1. The Contract shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and, subject to GC1.16, "Assignment", permitted assigns.

### GC1.16 Assignment

1. The Contractor shall not make any assignment of the Contract, either in whole or in part, without the written consent of Canada.

### GC1.17 No Bribe

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

### GC1.18 Certification - Contingency Fees

1. In this clause
  - a. "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government contract or negotiating the whole or any part of its terms;
  - b. "employee" means a person with whom the Contractor has an employer/employee relationship; and
  - c. "person" includes an individual or a group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, R.S. 1985, c. 44 (4th Supplement) as the same may be amended from time to time.
2. The Contractor certifies that it has not directly or indirectly paid nor agreed to pay and covenants that it shall not directly or indirectly pay nor agree to pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person other than an employee acting in the normal course of the employee's duties.
3. All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the accounts and audit provisions of the Contract.
4. If the Contractor certifies falsely under this section or is in default of the obligations contained therein, Canada may either take the Work out of the Contractor's hands in accordance with the provisions of the Contract or recover from the Contractor by way of reduction to the Contract Amount or otherwise, the full amount of the contingency fee.

### GC1.19 International Sanctions

1. Persons and companies in Canada, and Canadians outside of Canada are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
2. It is a condition of the Contract that the Contractor not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. By law, the Contractor must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract should the imposition of sanctions against a

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country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the Contractor may request that the Contract be terminated in accordance with GC7.3, "Termination of Contract".

### GC1.20 Integrity Provisions – Contract

1. The Contractor agrees to comply with the *Code of Conduct for Procurement* and to be bound by its terms. In addition, the Contractor must also comply with the terms set out in these Integrity Provisions.
2. The Contractor confirms that it understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up to date the information requested, or if the Contractor or any of the Contractor's Affiliates fail to remain free and clear of any acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions during the contract period, such false declaration or failure to comply may result following a notice period in a termination for default under the Contract. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.

3. Affiliates:

For the purpose of these Integrity Provisions, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies and subsidiaries, whether partly or wholly-owned, as well as individuals and directors, are Contractor's Affiliates if:

- a. directly or indirectly either one controls or has the power to control the other, or
- b. a third party has the power to control both.

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

4. The Contractor who is incorporated or who is a sole proprietorship has already provided a list of names of all individuals who are directors of the Contractor or the name of the owner. The Contractor who has submitted a bid as a joint venture has already provided a list of names of all directors, or the name of the owner, for each member of the joint venture. The Contractor must diligently inform Canada in writing of any changes affecting the list of names of directors during the contract period. The Contractor must also, when requested, provide Canada with properly completed and signed consent forms and associated information, and cooperate to the verification process.
5. The Contractor certifies that it is aware, and that its Affiliates are aware, that Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions through independent research, use of any government resources or by contacting third parties.
6. The Contractor certifies that neither the Contractor nor any of the Contractor's Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*.
7. Time Period:

The Time Period is 10 years and is measured from the date of the conviction or from the date of the conditional or absolute discharge. In addition, for a conviction under paragraphs a. or b. of subsection 8, following the 10-year period, a pardon or a record suspension must have been obtained, or capacities must have been restored by the Governor in Council. The Contractor must

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therefore provide a copy of confirming documentation from an official source for its certification to be found true by Canada for the purpose of these Integrity Provisions.

8. The Contractor certifies that neither the Contractor nor any of the Contractor's Affiliates have been convicted of an offence or received a conditional or an absolute discharge under any of the following provisions unless the time period, as defined in the Time Period subsection, has elapsed:
- a. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*, or
  - b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the *Criminal Code*, or
  - c. section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the *Criminal Code*, or
  - d. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the *Competition Act*, or
  - e. section 239 (*False or deceptive statements*) of the *Income Tax Act*, or
  - f. section 327 (*False or deceptive statements*) of the *Excise Tax Act*, or
  - g. section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the *Corruption of Foreign Public Officials Act*, or
  - h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the *Controlled Drugs and Substance Act*.

The Contractor also certifies that no one convicted under any of the provisions under a. or b. are to receive any benefit under the Contract, unless a pardon or a record suspension has been obtained or capacities restored by the Governor in Council, as defined in the Time Period subsection.

9. Foreign Offences:

The Contractor also certifies that, within a period, as defined in the Time Period subsection, neither the Contractor nor any of the Contractor's Affiliates have been convicted of or have received a conditional or an absolute discharged, under any foreign offence that Canada deems to be of similar constitutive elements to the offences listed in these Integrity Provisions. Canada will also consider foreign measures declared by Canada to be similar in nature to the Canadian pardon, record suspension, or restoration of capacities by the Governor in Council.

10. Subcontractors:

The Contractor must ensure that subcontracts include Integrity Provisions no less favorable to Canada than those imposed in the resulting contract.

11. Non-application::

For governments, as well as entities controlled by a government, including Crown corporations, the present Integrity Provisions are reduced to complying with article 750 of the Criminal Code, the Government Contracts Regulations and the Code of Conduct for Procurement

## GC 2 ADMINISTRATION OF THE CONTRACT

### GC2.1 Departmental Representative's Authority

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"Technical Authority" shall be recognized as the Departmental Representative and designated at time of award of contract and shall perform the following:

- a. is responsible for all matters concerning the technical content of the work under the contract;
- b. authorized to issue notices, instructions, and changes within the scope of the Work, relevant to the contract.
- c. accept on behalf of Canada any notice, order or other communication from the contractor relating to the Work
- d. within a reasonable time, review and respond to submissions made by the Contractor in accordance with the requirements of the Contract

The technical authority has no authority to authorize changes to the Contract terms and conditions.

"Contracting Authority" shall be recognized as the authority delegated by the Minister of PWGSC to enter into contracts and amend the contracts.

- a. is responsible for all matters concerning and interpretation of the terms and conditions of the Contract

The contracting authority is responsible for the management of the Contract and any changes to the Contract terms and conditions must be authorized in writing by the Contracting Authority.

### GC2.2 Interpretation of Contract

1. If, at any time before Canada has issued a Certificate of Completion, any question arises between the parties about whether anything has been done as required by the Contract or about what the Contractor is required by the Contract to do, and in particular but without limiting the generality of the foregoing, about
  - b. the meaning of anything in the drawings and specifications;
  - c. the meaning to be given to the drawings and specifications in case of any error therein, omission therefrom, or obscurity or discrepancy in their wording or intention;
  - d. whether or not the quality or quantity of any Material or workmanship supplied or proposed to be supplied by the Contractor meets the requirements of the Contract;
  - e. whether or not the labour, Plant or Material performed, used and supplied by the Contractor for performing the Work and carrying out the Contract are adequate to ensure that the Work shall be performed in accordance with the Contract and that the Contract shall be carried out in accordance with its terms;
  - f. what quantity of any of the Work has been completed by the Contractor; or
  - g. the timing and scheduling of the various phases of the performance of the Work as specified in the Contract;

the question shall be decided, subject to the provisions of GC 8, "Dispute Resolution", by Canada.

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

### GC2.3 Notices

1. Subject to paragraph 3) of GC2.3, any notice, order or other communication may be given in any manner, and if required to be in writing, shall be addressed to the party to whom it is intended at

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the address in the Contract or at the last address of which the sender has received written notice in accordance with this section.

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

### GC2.4 Site Meetings

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

### GC2.5 Review and Inspection of Work

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

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### GC2.6 Key Personnel

#### GC2.6.1 Project Manager

1. Prior to commencing the Work, the Contractor shall designate a Project Manager and shall notify Canada of the name, address and telephone number of the Project Manager.
2. The Project Manager shall be in full charge of the delivery of the Contract during the performance of the Work and shall be authorized to accept on behalf of the Contractor any notice, order or other communication given to the Contractor relating to the Work.
3. Upon request of Canada, the Contractor shall remove any Project Manager, who, in the opinion of Canada, is incompetent or has been guilty of improper conduct, and shall forthwith designate another Project Manager who is acceptable to Canada and meet the requirements stipulated in Appendix D.
4. The Contractor shall not substitute a Project Manager without the written consent of Canada. If a Project Manager is substituted without such consent, Canada shall be entitled to refuse to issue any documentation or certification relating to progress payments, Substantial Performance or Completion of the Work until the Project Manager has returned to the Work site or another Project Manager who is acceptable to Canada has been substituted.

#### GC2.6.2 Superintendent

1. Prior to commencing the Work, the Contractor shall designate a Superintendent and shall notify Canada of the name, address and telephone number of the Superintendent. The Contractor shall keep the Superintendent at the Work site during working hours until the Work has reached completion.
2. The Superintendent shall be in full charge of the operations of the Contractor during the performance of the Work.
3. Upon request of Canada, the Contractor shall remove any Superintendent, who, in the opinion of Canada, is incompetent or has been guilty of improper conduct, and shall forthwith designate another Superintendent who is acceptable to Canada and meet the requirements stipulated in Appendix D.
4. The Contractor shall not substitute a Superintendent without the written consent of Canada. If a Superintendent is substituted without such consent, Canada shall be entitled to refuse to issue any documentation or certification relating to progress payments, Substantial Performance or Completion of the Work until the Superintendent has returned to the Work site or another Superintendent who is acceptable to Canada has been substituted.

#### GC2.7 Non-discrimination in Hiring and Employment of Labour

1. For the purposes of this clause, "persons" include the Contractor, its subcontractors and suppliers at any tier and their respective employees, agents, licensees or invitees and any other individual involved in the performance of the Work or granted access to the Work site. A "person" includes any partnership, proprietorship, firm, joint venture, consortium and corporation.
2. Without restricting the provisions of paragraph 3) of **Error! Reference source not found.**, "Key Personnel", the Contractor shall not refuse to employ and shall not discriminate in any manner against any person because
  - a. of that person's race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status;
  - b. of the race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status of any person having a relationship or association with that person, or

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- c. a complaint has been made or information has been given in respect of that person relating to an alleged failure by the Contractor to comply with subparagraph (a) or (b).
3. Within two working days immediately following receipt of a written complaint pursuant to paragraph 2) of GC2.7, the Contractor shall
  - a. cause to have issued a written direction to the person or persons named by the complainant to cease all actions that form the basis of the complaint;
  - b. forward a copy of the complaint to Canada by registered mail or courier service.
4. Within 24 hours immediately following receipt of a direction from Canada to do so, the Contractor shall cause to have removed from the site of the Work and from the performance of Work under the Contract, any person or persons whom Canada believes to be in breach of the provisions of paragraph 2) of GC2.7.
5. No later than 30 days after receipt of the direction referred to in paragraph 4) of GC2.7, the Contractor shall cause the necessary action to be commenced to remedy the breach described in the direction.
6. If a direction is issued pursuant to paragraph 4) of GC2.7, Canada may withhold from monies that are due and payable to the Contractor or setoff pursuant to GC5.9, "Right of Setoff", whichever is applicable, an amount representing the sum of the costs and payment referred to in paragraph 8) of GC2.7.
7. If the Contractor fails to proceed in accordance with paragraph 5) of GC2.7, Canada shall take the necessary action to have the breach remedied, and shall determine all supplementary costs incurred by Canada as a result.
8. Canada may make a payment directly to the complainant from monies that are due and payable to the Contractor upon receipt from the complainant of
  - a. a written award issued pursuant to the federal Commercial Arbitration Act, R.S. 1985, c. 17 (2nd Supp.);
  - b. a written award issued pursuant to the Canadian Human Rights Act, R.S. 1985, c. H-6;
  - c. a written award issued pursuant to provincial or territorial human rights legislation; or
  - d. a judgement issued by a court of competent jurisdiction.
9. If Canada is of the opinion that the Contractor has breached any of the provisions of this clause, Canada may take the Work out of the Contractor's hands pursuant to GC7.1, "Taking the Work out of the Contractor's Hands".
10. Subject to paragraph 7) of GC3.6, "Subcontracting", the Contractor shall ensure that the provisions of this clause are included in all agreements and contracts entered into as a consequence of the Work.

### GC2.8 Accounts and Audits

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

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

### GC 3 EXECUTION AND CONTROL OF THE WORK

#### GC3.1 Progress Schedule

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

#### GC3.2 Errors and Omissions

1. The Contractor shall report promptly to Canada any errors, discrepancies, or omissions the Contractor may discover when reviewing the contract documents. In making a review, the Contractor does not assume any responsibility to Canada for the accuracy of the review. The Contractor shall not be liable for damage or costs resulting from such errors, discrepancies, or omissions in the contract documents prepared by or on behalf of Canada that the Contractor did not discover.

#### GC3.3 Construction Safety

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

#### GC3.4 Execution of the Work

1. The Contractor shall perform, use or supply and pay for, all labour, Plant, Material, tools, construction machinery and equipment, water, heat, light, power, transportation and other facilities and services necessary for the performance of the Work in accordance with the Contract.
2. The Contractor shall, at all times, perform the Work in a proper, diligent and expeditious manner as is consistent with construction industry standards and in accordance with the progress schedule prepared pursuant to GC3.1, "Progress Schedule", and shall provide sufficient personnel to fulfil the Contractor's obligations in accordance with that schedule.
3. Subject to paragraph 4) of GC3.4, the Contractor shall have complete care, custody and control of the Work and shall direct and supervise the Work so as to ensure compliance with the Contract. The Contractor shall be responsible for construction means, methods, techniques, sequences and procedures and for co-ordinating the various parts of the Work.

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4. When requested in writing by Canada, the Contractor shall make appropriate alterations in the method, Plant or workforce at any time Canada considers the Contractor's actions to be unsafe or damaging to either the Work, existing facilities, persons at the site of the Work or the environment.
5. The Contractor shall have sole responsibility for the design, erection, operation, maintenance and removal of temporary structures and other temporary facilities and for the construction methods used in their erection, operation, maintenance and removal. The Contractor shall engage and pay for registered professional engineering personnel, skilled in the appropriate discipline to perform these functions if required by law or by the Contract, and in all cases when such temporary facilities and their methods of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.
6. The Contractor shall keep at least one copy of current contract documents, submittals, reports, and records of meetings at the site of the Work, in good order and available to Canada.
7. Except for any part of the Work that is necessarily performed away from or off the site of the Work, the Contractor shall confine Plant, storage of Material, and operations of employees to limits indicated by laws, ordinances, permits or the contract documents.

### GC3.5 Material

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

### GC3.6 Subcontracting

1. Subject to the provisions of this clause, the Contractor may subcontract any part of the Work but not the whole of the Work.
2. The Contractor shall notify Canada in writing of the Contractor's intention to subcontract.
3. A notification referred to in paragraph 2) of GC3.6 shall identify the part of the Work and the Subcontractor with whom the Contractor intends to subcontract.
4. Canada may for reasonable cause, object to the intended subcontracting by notifying the Contractor in writing within six(6) days of receipt by Canada of a notification referred to in paragraph 2) of GC3.6.
5. If Canada objects to a subcontracting, the Contractor shall not enter into the intended subcontract.

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6. The Contractor shall not change, nor permit to be changed, a Subcontractor engaged by the Contractor, in accordance with this clause, without the written consent of Canada.
7. The Contractor shall ensure that all the terms and conditions of the Contract that are of general application shall be incorporated in every other contract issued as a consequence of the Contract, at whatever tier, except those contracts issued solely to suppliers at any tier for the supply of Plant or Material.
8. Neither a subcontracting nor Canada's consent to a subcontracting shall be construed to relieve the Contractor from any obligation under the Contract or to impose any liability upon Canada.

### GC3.7 Construction by Other Contractors or Workers

1. Canada reserves the right to send other contractors or workers, with or without Plant and Material, onto the site of the Work.
2. When other contractors or workers are sent on to the site of the Work, Canada shall
  - a. enter into separate contracts, to the extent it is possible, with the other contractors under conditions of contract that are compatible with the conditions of the Contract;
  - b. ensure that the insurance coverage provided by the other contractors is co-ordinated with the insurance coverage of the Contractor as it affects the Work; and
  - c. take all reasonable precautions to avoid labour disputes or other disputes arising from the work of the other contractors or workers.
3. When other contractors or workers are sent on to the site of the Work, the Contractor shall
  - a. co-operate with them in the carrying out of their duties and obligations;
  - b. co-ordinate and schedule the Work with the work of the other contractors and workers;
  - c. participate with other contractors and workers in reviewing their construction schedules when directed to do so;
  - d. where part of the Work is affected by or depends upon the work of other contractors or workers for its proper execution, promptly report to Canada in writing and prior to proceeding with that part of the Work, any apparent deficiencies in such work. Failure by the Contractor to so report shall invalidate any claims against Canada by reason of the deficiencies in the work of other contractors or workers except those deficiencies that are not then reasonably discoverable; and
  - e. when designated as being responsible for construction safety at the place of work in accordance with the applicable provincial or territorial laws, carry out its duties in that role and in accordance with those laws.
4. If, when entering into the Contract, the Contractor could not have reasonably foreseen nor anticipated the sending of other contractors or workers on to the site of the Work and provided the Contractor
  - a. incurs extra expense in complying with the requirements of paragraph 3) of GC3.7; and
  - b. gives Canada written notice of a claim for that extra expense within thirty (30) days of the date that the other contractors or workers were sent onto the Work or its site;

Canada shall pay the Contractor the cost of the extra labour, Plant and Material that was necessarily incurred, calculated in accordance with GC6.4, "Determination of Price".

### GC3.8 Labour

1. To the extent to which they are available, consistent with proper economy and the expeditious carrying out of the Work, the Contractor shall, in the performance of the Work, employ a reasonable number of persons who have been on active service with the Armed Forces of Canada and have been honourably discharged therefrom.

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2. The Contractor shall maintain good order and discipline among the Contractor's employees and workers engaged in the Work and shall not employ on the site of the Work anyone not skilled in the tasks assigned.

### GC3.9 Truck Haulage Rates

CANCELLED.

### GC3.10 Material, Plant and Real Property Become Property of Canada

1. Subject to paragraph 9) of GC1.8, "Laws Permits and Taxes", all Material and Plant and the interest of the Contractor in all real property, licences, powers and privileges purchased, used or consumed by the Contractor for the Work shall, immediately after the time of their purchase, use or consumption be the property of Canada for the purposes of the Work and they shall continue to be the property of Canada
  - a. in the case of Material, until Canada indicates that the Materials shall not be required for the Work; and
  - b. in the case of Plant, real property, licences, powers and privileges, until Canada indicates that the interest vested in Canada therein is no longer required for the purposes of the Work.
2. Material or Plant, that is the property of Canada by virtue of paragraph 1) of GC3.10, shall not be taken away from the site of the Work nor used nor disposed of except for the purposes of the Work without the written consent of Canada.
3. Canada is not liable for loss of nor damage from any cause to the Material or Plant referred to in paragraph 1) of GC3.10, and the Contractor is liable for such loss or damage notwithstanding that the Material or Plant is the property of Canada.

### GC3.11 Defective Work

1. The Contractor shall promptly remove from the site of the Work and replace or re-execute defective Work whether or not the defective Work has been incorporated in the Work and whether or not the defect is the result of poor workmanship, use of defective Material, or damage through carelessness or other act or omission of the Contractor.
2. The Contractor, at the Contractor's expense, shall promptly make good other work destroyed or damaged by such removals or replacements.
3. If, in the opinion of Canada, it is not expedient to correct defective Work or Work not performed as provided for in the Contract documents, Canada may deduct from the amount otherwise due to the Contractor the difference in value between the Work as performed and that called for by the contract documents.
4. The failure of Canada to reject any defective Work or Material shall not constitute acceptance of the defective Work or Material.

### GC3.12 Cleanup of Site

1. The Contractor shall maintain the Work and its site in a tidy condition and free from an accumulation of waste material and debris.
2. Before the issue of a Certificate of Substantial Performance, the Contractor shall remove waste material and debris, and all Plant and Material not required for the performance of the remaining Work and, unless otherwise stipulated in the Contract Documents, shall cause the Work and its site to be clean and suitable for occupancy by Canada.
3. Before the issue of a Certificate of Completion, the Contractor shall remove all surplus Plant and Materials and any waste products and debris from the site of the Work.

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4. The Contractor's obligations described in paragraphs 1) to 3) of GC3.12 do not extend to waste products and other debris caused by Canada's servants, or by other contractors and workers referred to in GC3.7, "Construction by Other Contractors or Workers".

### GC3.13 Warranty and Rectification of Defects in Work

1. Without restricting any warranty or guarantee implied or imposed by law or contained in the Contract, the Contractor shall, at the Contractor's expense
  - a. rectify and make good any defect or fault that appears in the Work or comes to the attention of Canada with respect to those parts of the Work accepted in connection with the Certificate of Substantial Performance within 12 months from the date of Substantial Performance; and
  - b. rectify and make good any defect or fault that appears in or comes to the attention of Canada in connection with those parts of the Work described in the Certificate of Substantial Performance within 12 months from the date of the Certificate of Completion.
  - c. transfer and assign, to Canada, any subcontractor, manufacturer or supplier extended warranties or guarantees implied or imposed by law or contained in the Contract covering periods beyond the 12 months stipulated above. Extended warranties or guarantees referred to herein shall not extend the 12-month period whereby the Contractor, except as may be provided elsewhere in the Contract, must rectify and make good any defect or fault that appears in the Work or comes to the attention of Canada.
  - d. provide, to Canada prior to the issuance of the Certificate of Completion, a list of all extended warranties and guarantees referred to in paragraph (c) above.
2. Canada may direct the Contractor to rectify and make good any defect or fault referred to in paragraph 1) of GC3.13 or covered by any other expressed or implied warranty or guarantee and the Contractor shall rectify and make good such defect within the time stipulated in the direction.
3. A direction referred to in paragraph 2) GC3.13 shall be in writing and shall be given to the Contractor in accordance with GC2.3, "Notices".

## GC 4 PROTECTIVE MEASURES

### GC4.1 Protection of Work and Property

1. The Contractor shall protect the Work and its site against loss or damage from any cause and shall similarly protect all Material, Plant and real property under the Contractor's care, custody and control whether or not such Material, Plant and real property are supplied by Canada to the Contractor.
2. The Contractor shall provide all facilities necessary for the purpose of maintaining security, and shall assist any person authorized by Canada to inspect or to take security measures in respect of the Work and its site.
3. Canada may direct the Contractor to do such things and to perform such work as Canada considers reasonable and necessary to ensure compliance with or to remedy a breach of paragraphs 1) or 2) of GC4.1, and the Contractor, shall comply with such direction.

### GC4.2 Precautions Against Damage, Infringement of Rights, Fire and Other Hazards

1. The Contractor shall do whatever is necessary to ensure that
  - a. no person, property, right, easement nor privilege is injured, damaged or infringed upon by reasons of the Contractor's activities in performing the Work;
  - b. pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted nor endangered by the performance or existence of the Work, Material or Plant;
  - c. fire hazards in or about the site of the Work are eliminated and any fire is promptly extinguished;

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- d. the health and safety of all persons employed in the performance of the Work is not endangered by the methods nor means of their performance;
  - e. adequate medical services are available to all persons employed on the Work or its site at all times during the performance of the Work;
  - f. adequate sanitation measures are taken in respect of the Work and its site; and
  - g. all stakes, buoys and marks placed on the Work or its site by Canada are protected and are not removed, defaced, altered nor destroyed.
2. Canada may direct the Contractor to do such things and to perform such work as Canada considers reasonable and necessary to ensure compliance with or to remedy a breach of paragraph 1) of GC4.2, and the Contractor shall comply with the direction of Canada.

### GC4.3 Material, Plant and Real Property Supplied by Canada

1. Subject to paragraph 2) of GC4.3, the Contractor is liable to Canada for any loss of or damage to Material, Plant or real property that is supplied or placed in the care, custody and control of the Contractor by Canada for use in connection with the Contract, whether or not that loss or damage is attributable to causes beyond the Contractor's control.
2. The Contractor is not liable to Canada for any loss or damage to Material, Plant or real property referred to in paragraph 1) of GC4.3 if that loss or damage results from and is directly attributable to reasonable wear and tear.
3. The Contractor shall not use any Material, Plant or real property supplied by Canada except for the purpose of performing the Contract.
4. When the Contractor fails to make good any loss or damage for which the Contractor is liable under paragraph 1) within a reasonable time, Canada may cause the loss or damage to be made good at the Contractor's expense, and the Contractor shall thereupon be liable to Canada for the cost thereof and shall, on demand, pay to Canada an amount equal to that cost.
5. The Contractor shall keep records of all Material, Plant and real property supplied by Canada as Canada requires and shall satisfy Canada, when requested, that such Material, Plant and real property are at the place and in the condition in which they ought to be.

### GC4.4 Contaminated Site Conditions

1. For the purposes of GC4.4, a contaminated site condition exists when a solid, liquid, gaseous, thermal or radioactive irritant or contaminant, or other hazardous or toxic substance or material, including moulds and other forms of fungi, is present at the site of the Work to an extent that constitutes a hazard, or potential hazard, to the environment, property, or the health or safety of any person.
2. If the Contractor encounters a contaminated site condition of which the Contractor is not aware or about which the Contractor has not been advised, or if the Contractor has reasonable grounds to believe that such a site condition exists at the site of the Work, the Contractor shall
  - a. take all reasonable steps, including stopping the Work, to ensure that no person suffers injury, sickness or death, and that neither property nor the environment is injured or destroyed as a result of the contaminated site condition;
  - b. immediately notify Canada of the circumstances in writing; and
  - c. take all reasonable steps to minimize additional costs that may accrue as a result of any work stoppage.
3. Upon receipt of a notification from the Contractor, Canada shall promptly determine whether a contaminated site condition exists, and shall notify the Contractor in writing of any action to be taken, or work to be performed, by the Contractor as a result of Canada's determination.

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4. If the Contractor's services are required by Canada, the Contractor shall follow the direction of Canada with regard to any excavation, treatment, removal and disposal of any polluting substance or material.
5. Canada, at Canada's sole discretion, may enlist the services of experts and specialty contractors to assist in determining the existence of, and the extent and treatment of contaminated site conditions, and the Contractor shall allow them access and co-operate with them in the carrying out of their duties and obligations.
6. Except as may be otherwise provided for in the Contract, the provisions of GC6.4, "Determination of Price", shall apply to any additional work made necessary because of a contaminated site condition.

### GC 5 TERMS OF PAYMENT

#### GC5.1 Interpretation

In these Terms of Payment

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

#### GC5.2 Amount Payable

1. Subject to any other provisions of the Contract, Canada shall pay the Contractor, at the times and in the manner hereinafter set out, the amount by which the amounts payable by Canada to the Contractor in accordance with the Contract exceed the amounts payable by the Contractor to Canada, and the Contractor shall accept that amount as payment in full satisfaction for everything furnished and done by the Contractor in respect of the Work to which the payment relates.
2. When making any payment to the Contractor, the failure of Canada to deduct an amount payable to Canada by the Contractor shall not constitute a waiver of the right to do so, or an admission of lack of entitlement to do so in any subsequent payment to the Contractor.
3. Should any payment be made by Canada in excess of what is owed to the Contractor for the actual work performed, the Contractor will reimburse Canada the excess immediately, with or without demand, and any amounts outstanding shall bear simple interest at the Average Bank rate plus 3 percent per annum from the date of overpayment until the day prior to the date of repayment by the Contractor.
4. No payment other than a payment that is expressly stipulated in the Contract, shall be made by Canada to the Contractor for any extra expense or any loss or damage incurred or sustained by the Contractor.

#### GC5.3 Increased or Decreased Costs

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

### GC5.4 Progress Payment

1. On the expiration of a payment period, the Contractor shall deliver to Canada
  - a. a written progress claim in a form acceptable to Canada that fully describes any part of the Work that has been completed, and any Material that was delivered to the Work site but not incorporated into the Work, during that payment period, and
  - b. a completed and signed statutory declaration containing a declaration that, up to the date of the progress claim, the Contractor has complied with all lawful obligations and that, in respect of the Work, all lawful obligations of the Contractor to its Subcontractors and Suppliers, referred to collectively in the declaration as "subcontractors and suppliers", have been fully discharged.
  - c. a completed monthly report in accordance with section 3.6.1 of the Terms of Reference.
2. Within 10 days of receipt of a progress claim and statutory declaration from the Contractor, Canada shall inspect, or cause to have inspected, the part of the Work and the Material described in the progress claim, and shall issue a progress report to the Contractor, that indicates the value of the part of the Work and the Material described in the progress claim that, in the opinion of Canada
  - a. is in accordance with the Contract; and
  - b. was not included in any other progress report relating to the Contract.
3. Subject to GC5.2, "Amount Payable", and paragraph 5) of GC5.4, Canada shall pay the Contractor an amount that is equal to
  - a. 95 percent of the value that is indicated in Canada's progress report if a labour and material payment bond has been furnished by the Contractor; or
  - b. 90 percent of the value that is indicated in Canada's progress report if a labour and material payment bond has not been furnished by the Contractor.
4. Canada shall pay the amount referred to in paragraph 3) of GC5.4 not later than

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- a. 30 days after receipt by Canada of both a progress claim and a statutory declaration referred to in paragraph 1) of GC5.4; or
  - b. 15 days after receipt by Canada of the Contractor's progress schedule or updated progress schedule, in accordance with GC3.1, "Progress Schedule",  
whichever is later.
5. In the case of the Contractor's first progress claim, it is a condition precedent to Canada's obligation under paragraph 3) of GC5.4 that the Contractor has provided all necessary documentation required by the Contract for the first progress claim.

### GC5.5 Substantial Performance of the Work

1. If, at any time before the issuance of a Certificate of Completion, Canada determines that the Work has reached Substantial Performance as described in subparagraph 1) (b) of GC1.1.4, "Substantial Performance", Canada shall issue a Certificate of Substantial Performance to the Contractor. The Certificate of Substantial Performance shall state or describe
  - a. the date of Substantial Performance;
  - b. the parts of the Work not completed to the satisfaction of Canada; and
  - c. all things that must be done by the Contractor before a Certificate of Completion is issued and before the 12-month warranty period referred to in GC3.13, "Warranty and Rectification of Defects in Work", commences for the said parts and all the said things.
2. The issuance of a Certificate of Substantial Performance does not relieve the Contractor from the Contractor's obligations under GC3.11, "Defective Work".
3. Subject to GC5.2, "Amount Payable", and paragraph 4) of GC5.5, Canada shall pay the Contractor the amount referred to in paragraph 1) of GC5.2, "Amount Payable", less the aggregate of
  - a. the sum of all payments that were made pursuant to GC5.4, "Progress Payment";
  - b. an amount that is equal to Canada's estimate of the cost to Canada of rectifying defects described in the Certificate of Substantial Performance; and
  - c. an amount that is equal to Canada's estimate of the cost to Canada of completing the parts of the Work described in the Certificate of Substantial Performance other than defects listed therein.
4. Canada shall pay the amount referred to in paragraph 3) of GC5.5 not later than
  - a. 30 days after the date of issue of a Certificate of Substantial Performance, or
  - b. 15 days after the Contractor has delivered to Canada
    - i. a statutory declaration containing a declaration by the Contractor that up to the date of the Certificate of Substantial Performance, the Contractor has complied with all lawful obligations, discharged all its lawful obligations to its Subcontractors and Suppliers in respect of the work under the Contract, and discharged its lawful obligations referred to in GC1.8, "Laws, Permits and Taxes";
    - ii. evidence of compliance with workers' compensation legislation in accordance with GC1.9, "Workers' Compensation"; and
    - iii. an update of the progress schedule in accordance with the requirements of GC3.1, "Progress Schedule"; whichever is later.

### GC5.6 Final Completion

1. When Canada is of the opinion that the Contractor has complied with the Contract and all orders and directions made pursuant thereto, and that the Work has been completed as described in GC1.1.5, "Completion", Canada shall issue a Certificate of Completion to the Contractor and, if the Work or a portion of the Work is subject to a Unit Price Arrangement, Canada shall issue a

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Certificate of Measurement that shall, subject to GC 8, be binding upon and conclusive between Canada and the Contractor as to the quantities referred to therein.

2. Subject to GC5.2, "Amount Payable", and paragraph 3) of GC5.6, Canada shall pay the Contractor the amount referred to in GC5.2, "Amount Payable", less the aggregate of the sum of all payments that were made pursuant to GC5.4, "Progress Payment", and GC5.5, "Substantial Performance of Work".
3. Canada shall pay the amount referred to in paragraph 2) of GC5.6 not later than
  - a. 60 days after the date of issue of a Certificate of Completion; or
  - b. 15 days after the Contractor has delivered to Canada
    - i. a statutory declaration which contains a declaration by the Contractor that all of the Contractor's lawful obligations and any lawful claims against the Contractor that arose out of the performance of the Contract have been discharged and satisfied; and
    - ii. evidence of compliance with workers' compensation legislation in accordance with GC1.9, "Workers' Compensation"; whichever is later.

### GC5.7 Payment Not Binding on Canada

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

### GC5.8 Claims and Obligations

1. The Contractor shall discharge all the Contractor's lawful obligations and shall satisfy all lawful claims against the Contractor arising out of the performance of the Work at least as often as the Contract requires Canada to pay the Contractor.
2. Whenever requested to do so by Canada, the Contractor shall make a statutory declaration declaring to the existence and condition of any obligations and claims against the Contractor arising out of the performance of the Work.
3. In order to discharge lawful obligations of and satisfy lawful claims against the Contractor or its Subcontractors arising out of the performance of the Contract, Canada may pay an amount that is due and payable to the Contractor directly to the claimant. Such payment is, to the extent of the payment, a discharge of Canada's liability to the Contractor under the Contract and may be deducted from any amount payable to the Contractor under the Contract.
4. For the purposes of paragraph 3) of GC5.8, and subject to paragraph 6) of GC5.8, a claim or obligation shall be considered lawful when it is so determined by
  - a. a court of legal jurisdiction;
  - b. an arbitrator duly appointed to arbitrate the claim; or
  - c. the written consent of the Contractor authorizing payment of the claim or obligation.
5. If a claim or obligation would have been subject to the provisions of Provincial or Territorial lien legislation or, in the Province of Quebec, the law relating to legal hypothecs had the Contractor been performing the Work for an entity other than Canada
  - a. such amount as may be paid by Canada pursuant to paragraphs 3) and 4) of GC5.8 shall not exceed the amount that the Contractor would have been obliged to pay had the provisions of such legislation or law been applicable to the Work;
  - b. a claimant need not comply with the provisions of such legislation, setting out the steps by way of notice, registration or otherwise as might have been necessary to preserve or perfect any claim for lien or privilege which the claimant might have had; and

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- c. for the purposes of determining the entitlement of a claimant, the notice required by paragraph 8) of GC5.8 shall be deemed to replace the registration or provision of notice after the performance of work as required by any applicable legislation and no claim shall be deemed to have expired, become void or unenforceable by reason of the claimant not commencing any action within the time prescribed by such legislation.
6. The Contractor shall, at the request of any claimant, submit to binding arbitration those questions that need to be answered to establish the entitlement of the claimant to payment. The arbitration shall have as parties to it any Subcontractor or Supplier to whom the claimant supplied Material, performed work or rented equipment should such Subcontractor or Supplier wish to be adjoined, and Canada shall not be a party to such arbitration. Subject to any agreement between the Contractor and the claimant, the arbitration shall be conducted in accordance with the governing Provincial or Territorial legislation applicable to the site of the Work.
7. Paragraph 3) of GC5.8 shall apply only to claims and obligations
  - a. the notification of which has set forth the amount claimed to be owing and the person who by contract is primarily liable and has been received by Canada in writing before final payment is made to the Contractor pursuant to GC5.6, "Final Completion", and within 120 days of the date on which the claimant
    - i. should have been paid in full under the claimant's contract with the Contractor, its Subcontractor or Supplier if the claim is for money that was lawfully required to be held back from the claimant; or
    - ii. performed the last of the services, work or labour, or furnished the last of the Material pursuant to the claimant's contract with the Contractor or its Subcontractor or Supplier where the claim is for money not lawfully required to be held back from the claimant; and
  - b. the proceedings to determine the right to payment of which, pursuant to paragraph 5) of GC5.8, shall have commenced within one year from the date that the notification required by subparagraph 7)(a) of GC5.8 was received by Canada.
8. Upon receipt of a notice of claim, Canada may withhold, from any amount that is due and payable to the Contractor pursuant to the Contract, the full amount of the claim or any portion thereof.
9. Canada shall notify the Contractor in writing in a timely manner of receipt of any claim and of the intention of Canada to withhold funds. At any time thereafter and until payment is made to the claimant, the Contractor may be entitled to post, with Canada, security in a form acceptable to Canada in an amount equal to the value of the claim, and upon receipt of such security Canada shall release to the Contractor any funds that would be otherwise payable to the Contractor, that were withheld pursuant to the provisions of this clause in respect of the claim of any claimant for whom the security stands.

### GC5.9 Right of Setoff

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

### GC5.10 Assessments and Damages for Late Completion

1. For the purposes of this clause

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- a. the Work shall be deemed to be completed on the date of the Certificate of Completion; and
  - b. the "period of delay" means the number of days commencing on the day fixed for completion of the Work and ending on the day immediately preceding the day on which the Work is completed but does not include any day within a period of extension granted pursuant to GC6.5, "Delays and Extension of Time", and any other day on which, in the opinion of Canada, completion of the Work was delayed for reasons beyond the control of the Contractor.
2. If the Contractor does not complete the Work by the day fixed for its completion but completes it thereafter, the Contractor shall pay Canada an amount equal to the aggregate of
    - a. all salaries, wages and travelling expenses incurred by Canada in respect of persons overseeing the performance of the Work during the period of delay;
    - b. the cost incurred by Canada as a result of the inability to use the completed Work for the period of delay; and
    - c. all other expenses and damages incurred or sustained by Canada during the period of delay as a result of the Work not being completed by the day fixed for its completion.
  3. Canada may waive the right of Canada to the whole or any part of the amount payable by the Contractor pursuant to paragraph 2) of GC5.10 if, in the opinion of Canada, it is in the public interest to do so.

### GC5.11 Delay in Making Payment

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

### GC5.12 Interest on Settled Claims

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

### GC5.13 Return of Security Deposit

1. After a Certificate of Substantial Performance has been issued, and if the Contractor is not in breach of nor in default under the Contract, Canada shall return to the Contractor all or any part of a Security Deposit that, in the opinion of Canada, is not required for the purposes of the Contract.

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2. After a Certificate of Completion has been issued, Canada shall return to the Contractor the remainder of any security deposit unless the Contract stipulates otherwise.
3. If the security deposit was paid into the Consolidated Revenue Fund of Canada, Canada shall pay interest thereon to the Contractor at a rate established pursuant to section 21(2) of the *Financial Administration Act (FAA)*.

### GC 6 DELAYS AND CHANGES IN THE WORK

#### GC6.1 Changes in the Work

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

#### GC6.2 Changes in Subsurface Conditions

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

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8. Canada does not warrant the content expressed in any subsurface report available for the perusal of the Contractor that does not form part of the tender and contract documents.

### GC6.3 Human Remains, Archaeological Remains and Items of Historical or Scientific Interest

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

### GC6.4 Determination of Price

#### GC6.4.1 Price Determination Prior to Undertaking Changes

1. If a Lump Sum Arrangement applies to the Contract or a part thereof, the price of any change shall be the aggregate estimated cost of labour, Plant and Material that is required for the change as agreed upon in writing by the Contractor and Canada plus an allowance for supervision, co-ordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount, which allowance shall be equal to
  - a. 20 percent of the aggregate costs referred to herein for that portion of the Work done by the Contractor's own forces, if the aggregate cost of the Work does not exceed \$50,000;
  - b. 15 percent of the aggregate costs referred to herein for that portion of the Work that is done by subcontract, if the aggregate cost of the Work does not exceed \$50,000; or
  - c. a negotiated percentage of the aggregate costs referred to herein or a negotiated amount

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- i. if the aggregate cost of the Work exceeds \$50,000; or
  - ii. if the Contractor and Canada agree in writing.
2. If a Time Based Arrangement applies to the Contract or a part thereof, the Contractor and Canada may, by agreement in writing, add hourly rates to the Time Based Fee.
3. If a Unit Price Arrangement applies to the Contract or a part thereof, the Contractor and Canada may, by agreement in writing, add items, units of measurement, estimated quantities and prices per unit to the Unit Price Table.
4. A price per unit referred to in paragraph 2) of GC6.4.1 shall be determined on the basis of the aggregate estimated cost of labour, Plant and Material that is required for the additional item as agreed upon by the Contractor and Canada, plus an allowance determined in accordance with paragraph 1) of GC6.4.1.
5. To facilitate approval of the price of the change or the additional price per unit as applicable, the Contractor shall submit a cost estimate breakdown identifying, as a minimum, the estimated cost of labour, Plant, Material, each subcontract amount, and the amount of the allowance.
6. If no agreement is reached as contemplated in paragraph 1) of GC6.4.1, the price shall be determined in accordance with GC6.4.2.
7. If no agreement is reached, as contemplated in paragraphs 2) and 3) of GC6.4.1, Canada shall determine the class and the unit of measurement of the item of labour, Plant or Material and the price per unit shall be determined in accordance with GC6.4.2.

### GC6.4.2 Price Determination Following Completion of Changes

1. If it is not possible to predetermine, or if there is failure to agree upon the price of a change in the Work, the price of the change shall be equal to the aggregate of
  - a. all reasonable and proper amounts actually expended or legally payable by the Contractor in respect of the labour, Plant and Material that fall within one of the classes of expenditure described in paragraph 2) of GC6.4.2, that are directly attributable to the performance of the Contract;
  - b. an allowance for profit and all other expenditures or costs, including overhead, general administration costs, financing and interest charges, in an amount that is equal to 10 percent of the sum of the expenses referred to in subparagraph 1)(a) of GC6.4.2; and
  - c. interest on the amounts determined under subparagraphs 1)(a) and 1)(b) of GC6.4.2 calculated in accordance with GC5.12, "Interest on Settled Claims";
2. The cost of labour, Plant and Material referred to in subparagraph 1)(a) of GC6.4.2 shall be limited to the following categories of expenditure:
  - a. payments to Subcontractors and Suppliers;
  - b. wages, salaries, bonuses and, if applicable, travel and lodging expenses of employees of the Contractor located at the site of the Work and that portion of wages, salaries, bonuses and, if applicable, travel and lodging expenses of personnel of the Contractor generally employed at the head office or at a general office of the Contractor provided they are actually and properly engaged on the Work under the Contract;
  - c. assessments payable under any statutory authority relating to workers' compensation, employment insurance, pension plan or holidays with pay, provincial health or insurance plans, environmental reviews, and Applicable Taxes collection costs;
  - d. rent that is paid for Plant, or an amount equivalent to the said rent if the Plant is owned by the Contractor, that is necessary for and used in the performance of the Work, if the rent or the equivalent amount is reasonable and use of that Plant has been approved by Canada;
  - e. payments for maintaining and operating Plant necessary for and used in the performance of the Work, and payments for effecting repairs thereto that, in the opinion of Canada, are

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necessary for the proper performance of the Contract, other than payments for any repairs to the Plant arising out of defects existing before its allocation to the Work;

- f. payments for Material that is necessary for and incorporated in the Work, or that is necessary for and consumed in the performance of the Contract;
- g. payments for preparation, delivery, handling, erection, installation, inspection, protection and removal of the Plant and Material necessary for and used in the performance of the Contract; and
- h. any other payments made by the Contractor with the approval of Canada that are necessary for the performance of the Contract in accordance with the Contract Documents.

### GC6.4.3 Price Determination - Variations in Tendered Quantities

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

### GC6.4.4 Determination of Construction Cost – Minor Works

1. The Construction Cost, as defined in the Terms of Reference, initially will be determined based on the Estimated Construction Cost. The Estimated Construction Cost will be adjusted periodically throughout the term of the contract to reflect the actual Construction Cost.
2. Any adjustment to the amount of a subcontract shall require Canada's approval in writing. The Contractor shall not be entitled to any additional fees other than the Percentage Fee.

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3. Any request for adjusting the amount of a subcontract shall be substantiated with a cost estimate breakdown itemizing all Labour, Material, and Plant costs, and the amount of any allowance for the subcontractor's overhead, administration and profit. The Contractor shall ensure that all prices included in the breakdown are fair and reasonable and in conformance with the following:
  - a. Labour rates shall be established in accordance with applicable trade union agreements. All labour rates shall require approval by Canada in writing.
  - b. The costs of all Material and Plant must represent the actual amount paid to suppliers and said costs are to include all applicable discounts.
  - c. Allowances for the subcontractor's overhead, administration and profit shall be negotiated by the Contractor for each change, and shall represent a reasonable amount for the nature and complexity of each change. However, in no circumstance shall the subcontractor's allowance exceed 15%.
4. The price of any portion of the Work that is not subcontracted or paid for as a Fixed Fee shall be equal to the actual cost of that portion of the Work plus the applicable Contractor's Percentage Fee.

### GC6.4.5 Determination of Price for Subcontract Changes – Minor Works

1. Price Determination Prior to Undertaking Changes
  - a. If a Lump Sum Arrangement applies to the Contract or a part thereof, the price of any change shall be the aggregate estimated cost of labour, Plant and Material that is required for the change as agreed upon in writing by the Contractor and Canada plus an allowance for supervision, co-ordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount, which allowance shall be in accordance with GC6.4.4.3)(c).
  - b. If a Time Based Arrangement applies to the Contract or a part thereof, the Contractor and Canada may, by agreement in writing, add hourly rates to the Time Based Fee.
  - c. If a Unit Price Arrangement applies to the Contract or a part thereof, the Contractor and Canada may, by agreement in writing, add items, units of measurement, estimated quantities and prices per unit to the Unit Price Table.
  - d. A price per unit referred to in paragraph (b) of GC6.4.5.1), shall be determined on the basis of the aggregate estimated cost of labour, Plant and Material that is required for the additional item as agreed upon by the Contractor and Canada, plus an allowance determined in accordance with GC6.4.4.3)(c).
  - e. To facilitate approval of the price of the change or the additional price per unit as applicable, the Contractor shall submit a cost estimate breakdown identifying, as a minimum, the estimated cost of labour, Plant, Material, each subcontract amount, and the amount of the allowance.
  - f. If no agreement is reached as contemplated in paragraph (a) of GC6.4.5.1), the price shall be determined in accordance with GC6.4.5.3).
2. Allowable Costs under GC6.4.5.1)
  - a. General
    - i. The Contractor shall submit a cost estimate breakdown for each contemplated change, in accordance with GC6.4.4.3). The breakdown shall itemize all labour, material, plant and equipment costs estimated by the Contractor and subcontractors, and the amount of each allowance;
    - ii. It is the responsibility of the Contractor to ensure that all prices included in the Contractor's breakdown to Canada, including those of subcontractors, are fair and reasonable in view of the terms expressed herein;

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- iii. The labour hours required for the contemplated change shall be based on the estimated number of hours to perform the work;
  - iv. Time spent by a working foreman may be included in the number of labour hours, at a rate agreed to in writing by the Contractor and Canada;
  - v. Time attributable to material handling, productivity factors and approved rest periods is to be included in the number of hours required by the contemplated change and will not be paid as a separate item under hourly rates;
  - vi. Allowances referred to in paragraph (d) - Allowance to the Subcontractor below are not to be included in the hourly labour rates;
  - vii. Credit for work deleted will only be for the work directly associated with the change;
  - viii. When a change deletes work which has not yet been performed, Canada is entitled to an adjustment in the Contract Amount equal to the cost the Contractor would have incurred had the work not been deleted;
  - ix. Allowances referred to in paragraph (d) - Allowance to the Subcontractor below shall not be applied to any credit amounts for deleted work;
  - x. In those cases where the change involves additions and deletions to the work, the allowances referred to in paragraph (d) - Allowance to the Subcontractor below shall apply only when the cost of the additions minus the cost of the deletions would result in an increase in the Contract Amount. The percentage allowance shall only be applied to that portion of the costs of the additions that is in excess of the cost of the deletions;
  - xi. If the contemplated change in the work necessitates a change in the contract completion date, or has an impact on the work, the Contractor shall identify and include the resulting cost in the breakdown.
- b. Hourly Labour Rates
- i. The hourly labour rates listed in the Contractor's breakdown shall be determined in accordance with the collective agreements that are applicable at the site of the work and shall include:
    - a. the base rate of pay;
    - b. vacation pay;
    - c. benefits which includes:
      - i. welfare contributions;
      - ii. Pension contributions;
      - iii. union dues;
      - iv. training and industry funds contributions; and
      - v. other applicable benefits, if any, that can be substantiated by the Contractor.
    - d. statutory and legislated requirements, assessed and payable under statutory authority, which includes
      - i. Employment Insurance contributions;
      - ii. Canada Pension Plan or Quebec Pension Plan contributions;
      - iii. Worker's Compensation Board or "Commission de la santé et de la sécurité du travail" premiums;
      - iv. Public Liability and Property Damage insurance premiums; and
      - v. health tax premiums.
  - ii. In the case of non-union labour, all rates claimed shall be in accordance with the terms of the Labour Conditions forming part of this contract and the Contractor must provide satisfactory proof of the rates actually paid.
- c. Material, Plant and Equipment Costs

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- i. The costs of all purchases and rentals must be based on the actual amount paid to the suppliers by the Contractor or subcontractor and said costs are to include all applicable discounts.
    - d. Allowance to the Subcontractor
      - i. The allowances determined in accordance with GC6.4.4.3)(c), shall be considered as full compensation for:
        - a. supervision, coordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount; and
        - b. miscellaneous additional costs related to
          - i. the purchase or rental of material, plant and equipment;
          - ii. the purchase of small tools and supplies;
          - iii. safety and protection measures; and
          - iv. permits, bonds, insurance, engineering, as built drawings, commissioning, and site office.
- 3. Price Determination Following Completion of Changes
  - a. If it is not possible to predetermine, or if there is failure to agree upon the price of a change in the Work, the price of the change shall be equal to the aggregate of:
    - i. all reasonable and proper amounts actually expended or legally payable by the Contractor in respect of the labour, Plant and Material that fall within one of the classes of expenditure described in paragraph (b) of GC6.4.5.3), that are directly attributable to the performance of the Contract;
    - ii. an allowance for profit and all other expenditures or costs, including overhead, general administration costs, financing and interest charges, in an amount that is determined in accordance with GC6.4.4.3)(c); and
    - iii. interest on the amounts determined under subparagraphs (a)(i) and (a)(ii) of GC6.4.5.3 calculated in accordance with GC5.12, "Interest on Settled Claims";
  - b. The cost of labour, Plant and Material referred to in subparagraph a)(i) of GC6.4.5.3) shall be limited to the following categories of expenditure:
    - i. payments to Subcontractors and Suppliers;
    - ii. wages, salaries bonuses and, if applicable, travel and lodging expenses of employees of the Contractor located at the site of the Work and that portion of wages, salaries, bonuses and, if applicable, travel and lodging expenses of personnel of the Contractor generally employed at the head office or at a general office of the Contractor provided they are actually and properly engaged on the Work under the Contract;
    - iii. assessments payable under any statutory authority relating to workers' compensation, employment insurance, pension plan or holidays with pay, provincial health or insurance plans, environmental reviews, and Applicable Taxes collection costs;
    - iv. rent that is paid for Plant, or an amount equivalent to the said rent if the Plant is owned by the Contractor, that is necessary for and used in the performance of the Work, if the rent or the equivalent amount is reasonable and use of that Plant has been approved by Canada;
    - v. payments for maintaining and operating Plant necessary for and used in the performance of the Work, and payments for effecting repairs thereto that, in the opinion of Canada, are necessary for the proper performance of the Contract, other than payments for any repairs to the Plant arising out of defects existing before its allocation to the Work;
    - vi. payments for Material that is necessary for and incorporated in the Work, or that is necessary for and consumed in the performance of the Contract;

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- vii. payments for preparation, delivery, handling, erection, installation, inspection, protection and removal of the Plant and Material necessary for and used in the performance of the Contract; and
  - viii. any other payments made by the Contractor with the approval Canada that are necessary for the performance of the Contract in accordance with the Contract Documents.
4. Price Determination - Variations in Tendered Quantities
- a. Except as provided in paragraphs (b), (c), (d) and (e) of 6.4.5.4), if it appears that the final quantity of labour, Plant and Material under a price per unit item shall exceed or be less than the estimated tendered quantity, the Contractor shall perform the Work or supply the Plant and Material required to complete the item and payment shall be made for the actual Work performed or Plant and Material supplied at the price per unit set out in the Contract.
  - b. If the final quantity of the price per unit item exceeds the estimated tendered quantity by more than 15 percent, either party to the Contract may make a written request to the other party to negotiate an amended price per unit for that portion of the item which exceeds 115 percent of the estimated tendered quantity, and to facilitate approval of any amended price per unit, the Contractor shall, on request, provide Canada with:
    - i. detailed records of the actual cost to the Contractor of performing or supplying the tendered quantity for the price per unit item up to the time the negotiation was requested; and
    - ii. the estimated unit cost of labour, Plant and Material required for the portion of the item that is in excess of 115 percent of the tendered quantity.
  - c. If agreement is not reached as contemplated in (b) of 6.4.5.4), the price per unit shall be determined in accordance with 6.4.5.3)
  - d. If it appears that the final quantity of labour, Plant and Material under a price per unit item shall be less than 85 percent of the estimated tendered quantity, either party to the Contract may make a written request to the other party to negotiate a change to the price per unit for the item if:
    - i. there is a demonstrable difference between the unit cost to the Contractor of performing or supplying the estimated tendered quantity and the unit cost to the Contractor for performing or supplying the final quantity; and
    - ii. the difference in unit cost is due solely to the decrease in quantity and not to any other cause.
  - e. For the purposes of the negotiation referred to in paragraph (d) of 6.4.5.4):
    - i. the onus of establishing, justifying and quantifying a proposed change lies with the party making the request for negotiation; and
    - ii. in no event shall the total price for an item that has been amended as a result of a reduction in quantity pursuant to paragraph (d) of GC6.4.5.4) exceed the amount that would have been payable to the Contractor had 85 percent of the tendered quantity actually been performed or supplied.

### GC6.5 Delays and Extension of Time

1. Upon application of the Contractor made before the date first fixed for completion of the Work or before any other date previously fixed under this clause, Canada may extend the time for completion of the Work by fixing a new date if Canada determines that causes beyond the control of the Contractor have delayed its completion.
2. The Contractor's application shall be accompanied by the written consent of the bonding company whose bond forms part of the Contract Security.
3. Subject to paragraph 4) of GC6.5, no payment, other than a payment that is expressly stipulated in the Contract, shall be made by Canada to the Contractor for any extra expense, loss or

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damage incurred or sustained by the Contractor due to delay, whether or not the delay is caused by circumstances beyond the control of the Contractor.

4. If the Contractor incurs or sustains any extra expense or any loss or damage that is directly attributable to any neglect or delay that occurs after the date of the Contract on the part of Canada in providing any information or in doing any act that the Contract either expressly requires Canada to do or that would ordinarily be done by an owner in accordance with the practice of the trade, the Contractor shall give Canada written notice of intention to claim for that extra expense or loss or damage within ten working days of the date the neglect or delay first occurred.
5. When the Contractor has given a notice referred to in paragraph 4) of GC6.5, the Contractor shall give Canada a written claim for the extra expense, loss or damage no later than 30 days after the date that a Certificate of Completion is issued and not afterwards.
6. A written claim referred to in paragraph 5) of GC6.5 shall contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the claim to enable Canada to determine whether or not the claim is justified and the Contractor shall supply such further and other information for that purpose as Canada may require.
7. If Canada determines that a claim referred to in paragraph 5) of GC6.5 is justified, Canada shall make an extra payment to the Contractor in an amount that is calculated in accordance with GC6.4, "Determination of Price".
8. If the Contractor fails to give a notice referred to in paragraph 4) and a claim referred to in paragraph 5) of GC6.5 within the times stipulated, an extra payment shall not be made to the Contractor in respect of the occurrence.

### GC 7 DEFAULT, SUSPENSION OR TERMINATION

#### GC7.1 Taking the Work out Of the Contractor's Hands

1. By giving notice in writing to the Contractor in accordance with GC2.3, "Notices", Canada, without any other authorization, may take all or any part of the Work out of the Contractor's hands, and may employ such means as Canada sees fit to have the Work completed if the Contractor
  - a. fails to remedy any delay in the commencement or default in the diligent performance of the Work to the satisfaction of Canada within six days of Canada giving notice to the Contractor in writing in accordance with GC2.3, "Notices";
  - b. defaults in the completion of any part of the Work within the time fixed for its completion by the Contract;
  - c. becomes insolvent, or has committed an act of bankruptcy, and has neither made a proposal to its creditors nor filed a notice of intention to make such a proposal, pursuant to the Bankruptcy and Insolvency Act;
  - d. abandons the work;
  - e. makes an assignment of the Contract without the consent required by GC1.16, "Assignment", or
  - f. otherwise fails to observe or perform any of the provisions of the Contract.
2. If the whole or any part of the Work is taken out of the Contractor's hands, the Contractor's right to any further payment that is due or accruing due under the Contract is, subject only to paragraph 3) of GC7.1, extinguished, and the Contractor is liable to pay Canada, upon demand, an amount that is equal to the amount of all loss and damage incurred or sustained by Canada in respect of the Contractor's failure to complete the Work.
3. If the whole or any part of the Work that is taken out of the Contractor's hands is completed by Canada, Canada may pay the Contractor the amount, if any, of the holdback or a progress claim as determined by Canada that had accrued and was due prior to the date on which the Work was taken out of the Contractor's hands and that is not required for the purposes of having the Work

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performed or of compensating Canada for any other loss or damage incurred or sustained by reason of the Contractor's default.

4. The taking of the Work or any part thereof out of the Contractor's hands does not relieve the Contractor from any obligation under the Contract or imposed by law except the obligation to complete the performance of that part of the Work that was taken out of the Contractor's hands.
5. If the Work or any part thereof is taken out of the Contractor's hands, all Plant and Material and the interest of the Contractor, or its suppliers or subcontractors at any tier, in all real property, licences, powers and privileges acquired, used or provided by the Contractor, or its suppliers or subcontractors at any tier, under the Contract shall continue to be the property of Canada without compensation.
6. When Canada certifies that any Plant, Material, or any interest of the Contractor is no longer required for the purposes of the Work, or that it is not in the interests of Canada to retain that Plant, Material, or interest, it shall revert to the Contractor.
7. If the Contractor has become insolvent or has committed an act of bankruptcy, and has either made a proposal to its creditors or filed a notice of intention to make such a proposal, pursuant to the [\*Bankruptcy and Insolvency Act\*](#), the Contractor shall immediately forward a copy of the proposal or the notice of intention to Canada.

### GC7.2 Suspension of Work

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

### GC7.3 Termination of Contract

1. Canada may terminate the Contract at any time by giving a notice of termination in writing to the Contractor in accordance with GC2.3, "Notices".
2. If the Contractor receives a notice of termination, the Contractor shall forthwith cease all operations in performance of the Contract, subject to any conditions stipulated in the notice.
3. Subject to paragraph 4) of GC7.3, if the Contract is terminated, Canada shall pay the Contractor an amount determined to be due to the Contractor pursuant to GC6.4, "Determination of Price", less the aggregate of all amounts that were paid to the Contractor by Canada and all amounts that are due to Canada from the Contractor pursuant to the Contract.

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4. In no event shall the total amount payable by Canada to the Contractor exceed the amount, calculated in accordance with GC 5, "Terms of Payment", that would have been payable to the Contractor had the Contractor completed the Work.
5. Payment to the Contractor, if any, shall be made as soon as practicable under the circumstances.

### GC7.4 Security Deposit - Forfeiture or Return

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

## GC 8 DISPUTE RESOLUTION

### GC8.1 Interpretation

1. "dispute" means any disagreement regarding any issue identified by the Contractor in the notice submitted to Canada in accordance with paragraph 2 of GC8.3, "Notice of Dispute", and includes any claim by the Contractor arising from such disagreement and any counterclaim by Canada, but does not include any claim by either party for punitive or exemplary damages, injury to persons, death, or any claim based on an allegation of libel or slander.
2. The alternative dispute resolution procedures set out in GC 8, do not apply to any claim by Canada against the Contractor except any counterclaim in a dispute as defined in paragraph 1 of GC8.1, including, but not limited to, any claim of setoff regarding any amount due to Canada under GC5.10, "Assessment and Damages for Late Completion".

### GC8.2 Consultation and Co-operation

1. The parties agree to maintain open and honest communication throughout the performance of the Contract.
2. The parties agree to consult and co-operate with each other in the furtherance of the Work and the resolution of problems or differences that may arise.

### GC8.3 Notice of Dispute

1. Any difference between the parties to the Contract of any nature arising out of or in connection with the Contract which could result in a claim by the Contractor against Canada, and which is not settled by consultation and co-operation as envisaged in GC8.2, "Consultation and Co-operation", shall be resolved in the first instance by Canada, whose written decision or direction shall be final and binding subject only to the provisions of GC 8. Such written decision or direction includes, but is not limited to, any written decision or direction by Canada under any provision of the General Conditions.
2. The Contractor shall be deemed to have accepted the decision or direction of Canada referred to in paragraph 1) of GC8.3 and to have expressly waived and released Canada from any claim in respect of the particular matter dealt with in that decision or direction unless, within 15 working days after receipt of the decision or direction, the Contractor submits to Canada a written notice of dispute requesting formal negotiation under GC8.4, "Negotiation". Such notice shall refer specifically to GC8.4, "Negotiation", and shall specify the issues in contention and the relevant provisions of the Contract.
3. The giving of a written notice in accordance with paragraph 2) of GC8.3 shall not relieve the Contractor from complying with the decision or direction that is the subject of the dispute. Such

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compliance, however, shall not be construed as an admission by the Contractor of the correctness of such decision or direction.

4. If a dispute is not resolved promptly, Canada shall give such instructions as, in Canada's opinion, are necessary for the proper performance of the Work and to prevent delays pending a resolution of the matter. Unless Canada terminates the Contract, orders the Contractor to suspend the Work, or takes the Work out of the hands of the Contractor, the Contractor shall continue to perform the Work in accordance with the provisions and requirements of the Contract and the instructions of Canada. Such performance shall not prejudice any claim that the Contractor may have.
5. Nothing in GC 8 relieves the Contractor from its obligation to provide any other notice required by the Contract within the time specified in the Contract, including but not limited to, any notice required under GC6.2, "Changes in Subsurface Conditions".

### GC8.4 Negotiation

1. Within 10 working days after receipt by Canada of a notice referred to in paragraph 2) of GC8.3, "Notice of Dispute", or within such other period of time as may be mutually agreed to, the parties shall commence formal negotiations in order to resolve the dispute. Negotiations shall occur initially between representatives of the Contractor and Canada who play a direct supervisory role in the performance, administration or management of the Contract.
2. If the representatives referred to in paragraph 1) of GC8.4 are unable to resolve some or all of the issues which are the subject of the negotiations within 10 working days, the parties shall refer the remaining issues which are in dispute to a second level of negotiation between a principal or principals of the Contractor and a senior level manager or senior level managers representing Canada.
3. If negotiations fail to resolve the dispute within 30 working days from the date of delivery of the notice referred to in paragraph 2) of GC8.3, "Notice of Dispute", or within such longer period as may have been agreed to by the parties, the Contractor may, by giving written notice to Canada, in accordance with GC2.3, "Notices", within 10 working days from the end of such period, request that mediation be undertaken to assist the parties to reach agreement on the outstanding issues.
4. If the Contractor does not request mediation within the period permitted by paragraph 3) of GC8.4, the Contractor shall be deemed to have accepted the decision or direction of Canada under paragraph 1) of GC8.3, "Notice of Dispute", and to have expressly waived and released Canada from any claim in respect of the particular matter dealt with in that decision or direction.

### GC8.5 Mediation

1. If the Contractor has requested mediation in accordance with paragraph 3) of GC8.4, "Negotiation", mediation shall be conducted in accordance with GC8.8, "Rules for Mediation of Disputes".
2. If a Project Mediator has not previously been appointed for the purposes of the Contract, a Project Mediator shall be appointed in accordance with GC8.8, "Rules for Mediation of Disputes", forthwith after delivery of a notice in accordance with paragraph 3) of GC8.4, "Negotiation", requesting mediation.
3. If the dispute has not been resolved within
  - a. 10 working days following the appointment of a Project Mediator in accordance with paragraph 2) of GC8.5, if a Project Mediator was not previously appointed;
  - b. 10 working days following receipt by Canada of a written notice in accordance with paragraph 3) of GC8.4, "Negotiation", if a Project Mediator was previously appointed; or
  - c. such other longer period as may have been agreed to by the parties;the Project Mediator shall terminate the mediation by giving written notice to the parties stating the effective date of termination.

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### GC8.6 Confidentiality

1. All information exchanged during alternative dispute resolution procedures, by whatever means, shall be without prejudice and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during an alternative dispute resolution process.

### GC8.7 Settlement

1. Any agreement to settle all or any part of a dispute, by whatever means, shall be in writing and be signed by the parties or their authorized representatives.

### GC8.8 Rules for Mediation of Disputes

#### GC8.8.1 Interpretation

In these Rules

1. "Coordinator" means the person designated by Canada to act as the Dispute Resolution Coordinator.

#### GC8.8.2 Application

1. By mutual agreement, the parties may change or make additions to the Rules.

#### GC8.8.3 Communication

1. Written communications pursuant to these Rules shall be given in accordance with GC2.3, "Notices".

#### GC8.8.4 Appointment of Project Mediator

1. The parties to the Contract may, by mutual consent, at any time after entry into the Contract, appoint a mediator (the "Project Mediator") to conduct mediation proceedings in accordance with these Rules for Mediation of Disputes, in regard to any dispute that may arise with regard to the interpretation, application or administration of the Contract. In this case, they shall jointly enter into a contract with the appointed Project Mediator, which contract shall be in a form drafted by the Coordinator and agreed to by the parties.
2. If the parties do not appoint a Project Mediator pursuant to paragraph 1) of GC8.8.4, the parties shall appoint a Project Mediator within 17 working days following receipt of a written notice from the Contractor, in accordance with GC2.3, "Notices", requesting that mediated negotiations be undertaken in accordance with these Rules to assist the parties to reach agreement on any outstanding issues that may be in dispute. Any contract entered into with the appointed Project Mediator shall meet the requirements as set out for the contract described in paragraph 1) of GC8.8.4.
3. When mediation is requested by the Contractor pursuant to paragraph 3) of GC8.4, "Negotiation", if the parties have previously entered into a contract with a Project Mediator, the parties shall within 2 days send to both the Project Mediator and the Coordinator
  - a. a copy of the notice requesting negotiation under paragraph 2) of GC8.3, "Notice of Dispute";
  - b. a copy of Canada's written position in relation to the notice, the issues in contention and the relevant provisions of the contract; and
  - c. a copy of the Contractor's written request for mediation required under paragraph 3) of GC8.4, "Negotiation".
4. If the parties have not agreed on a Project Mediator, the parties shall forthwith provide the Coordinator with the written materials referred to in subparagraphs 3)(a), 3)(b) and 3)(c) of

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GC8.8.4 together with a request that the Coordinator assist in the appointment of a mutually acceptable Project Mediator in accordance with these Rules.

5. Within 5 working days following receipt of the request and materials referred to in paragraph 4) of GC8.8.4, the Coordinator shall provide the parties with a list of qualified private sector mediators obtained from an independent and impartial entity, together with instructions to each party to individually and confidentially select and rank their preferred and fully acceptable choices of mediator in descending order. Each mediator listed shall be impartial and independent of the parties, and shall be an experienced and skilled commercial mediator, preferably with knowledge of the subject matter of the dispute.
6. Within 10 working days of receipt of the list referred to in paragraph 5) of GC8.8.4 each party shall comply with the instructions accompanying the list(s) and shall deliver the completed listing to the Coordinator.
7. Within 2 working days following receipt of the completed listings, the Coordinator shall select the highest common ranked mediator to act as Project Mediator for the purposes of the contract.
8. In the event of a tie, the Coordinator shall consult both parties to re-evaluate their rankings in order to assist the Coordinator in selecting a Project Mediator acceptable to both parties. If the parties cannot agree upon a Project Mediator, the Coordinator shall forthwith provide the parties with a second list of mediators and the procedure shall be repeated.
9. If the parties have not previously entered into a contract with a mutually acceptable Project Mediator, the Coordinator shall use reasonable efforts to negotiate a contract with a mutually acceptable Project Mediator on behalf of the parties, which contract shall incorporate or otherwise comply with the provisions of these Rules. If negotiations are unsuccessful, or if for other reason the individual is unwilling or unable to enter into a contract to act as Project Mediator, the Coordinator shall repeat the process with the second-highest common ranked mediator.
10. The parties agree that, upon successful completion of the negotiations referred to in paragraph 9) of GC8.8.4, they shall jointly enter into a contract with the selected Project Mediator, which contract shall be in a form drafted by the Coordinator and agreed to by the parties.
11. Upon execution of the contract with the Project Mediator referred to in paragraph 10) of GC8.8.4 the Coordinator shall provide the Project Mediator with copies of the documents referred to in paragraph 3) of GC8.8.4.

### GC8.8.5 Confidentiality

1. Subject to paragraph 2) of GC8.8.5, and unless otherwise agreed in writing by the parties, the Project Mediator, the parties and their counsel or representatives shall keep confidential all matters and documents disclosed during mediation proceedings except where the disclosure is necessary for any implementation of any agreement reached or is required by law.
2. Evidence that is independently admissible or discoverable in any arbitral or judicial proceeding shall not be rendered inadmissible or non-discoverable by virtue of its use in mediation proceedings.
3. Neither party shall make transcripts, minutes or other records of a mediation conference.
4. The personal notes and written opinions of the Project Mediator made in relation to mediation are in the Project Mediator's sole possession and control, are confidential, and may not be used in any subsequent proceeding between the parties or where they are opposed in interest without the express written permission of the parties.
5. All information exchanged during mediation procedures, by whatever means, shall be without prejudice and shall be treated as confidential by the parties and their representatives, unless otherwise required by law.

### GC8.8.6 Time and Place of Mediation

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1. The Project Mediator, in consultation with the parties shall set the date, time and place of any mediation conference as soon as possible, bearing in mind that, subject to agreement to the contrary between the parties, only 10 working days are available within which to attempt to settle the dispute.

### GC8.8.7 Representation

1. Representatives of the parties may be accompanied at the mediation conference by legal counsel or any other person.
2. If the Project Mediator is a lawyer, the Project Mediator shall not provide legal advice to a party during the course of the mediation conference, but may recommend that a party obtain independent legal advice before finalizing a settlement agreement.

### GC8.8.8 Procedure

1. The parties agree to an exchange of all facts, information and documents upon which they intend to rely in any oral or written presentation during the mediation. This exchange shall be completed no later than 2 working days prior to the date set for a mediation conference.
2. The Project Mediator shall be free to meet with the parties individually during a mediation conference if the Project Mediator is of the opinion that this may improve the chances of a mediated settlement, and either party may request such an individual meeting at any time.
3. The parties may agree to extend the 10 working days available for settlement of the dispute through mediation, and the Project Mediator shall record that agreement in writing.

### GC8.8.9 Settlement Agreement

1. The parties shall record in writing any settlement agreement reached, with sufficient detail to ensure a clear understanding of
  - a. the issues resolved;
  - b. any obligations assumed by each party including criteria to determine if and when these obligations have been met; and
  - c. the consequences of failure to comply with the agreement reached.
2. The parties agree to carry out the terms of a settlement agreement as soon as possible and, in any event, within any time periods specified in the agreement.

### GC8.8.10 Termination of Mediation

1. Either party may withdraw from mediation at any time without reason and, in that event, the Project Mediator shall give each party a written notice terminating the mediation and establishing the effective date of termination.
2. If, in the opinion of the Project Mediator, either party fails to mediate in good faith or fails to comply with the terms of these Rules, or if the Project Mediator, at any time during mediation, is of the opinion that further negotiations will fail to resolve the issues outstanding, the Project Mediator may terminate the negotiations by providing the parties with a written notice of termination, stating therein the Project Mediator's reasons for the termination, and the effective date of termination.
3. If a dispute has not been resolved within 10 working days or such other longer period as may have been agreed to by the parties, the Project Mediator shall terminate the mediation by giving written notice to the parties stating the effective date of termination.

### GC8.8.11 Costs

1. The parties agree that they will each be responsible for the costs of their own representatives and advisors and associated travel and living expenses. Fees and expenses of the Project Mediator

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and all administrative costs of mediation, such as the cost of the meeting room(s), if any, shall be borne equally by the parties.

### GC8.8.12 Subsequent Proceedings

1. The parties shall not rely on or introduce as evidence in any arbitral or judicial proceeding, whether or not such proceeding relates to the subject matter of mediation,
  - a. any documents of other parties that are not otherwise producible in those proceedings;
  - b. any views expressed or suggestions made by any party in respect of a possible settlement of issues;
  - c. any admission made by any party in the course of mediation unless otherwise stipulated by the admitting party; and
  - d. the fact that any party has indicated a willingness to make or accept a proposal or recommendation for settlement.
2. The Project Mediator shall neither represent nor testify on behalf of either of the parties in any subsequent investigation, action or proceeding relating to the issues in mediation proceedings.
3. The Project Mediator shall not be subpoenaed to give evidence relating to
  - a. the Project Mediator's role in mediation; or
  - b. the matters or issues in mediation;in any subsequent investigation, action or proceeding and the parties agree to vigorously oppose any effort to have the Mediator so subpoenaed.

## GC 9 CONTRACT SECURITY

### GC9.1 Obligation to Provide Contract Security

1. The Contractor shall, at the Contractor's expense and within 14 days after the date that the Contractor receives notice that the Contractor's bid was accepted by Canada, obtain and deliver Contract Security to Canada in one of the forms prescribed in GC9.2, "Types and Amounts of Contract Security".
2. If the whole or a part of the Contract Security provided is in the form of a security deposit, it shall be held and disposed of in accordance with GC5.13, "Return of Security Deposit", and GC7.4, "Security Deposit - Forfeiture or Return".
3. If a part of the Contract Security provided is in the form of a labour and material payment bond, the Contractor shall post a copy of that bond at the site of the Work.
4. It is a condition precedent to the release of the first progress payment that the Contractor has provided the Contract Security as specified herein.

### GC9.2 Types and Amounts of Contract Security

1. The Contractor shall deliver to Canada either (a) or (b).
  - a. A performance bond and a labour and material payment bond each in an amount that is equal to not less than 50 percent of the Contract Amount (excluding applicable tax(es)).
  - b. A security deposit or an irrevocable standby letter of credit in an amount that is equal to not less than 20 percent of the Contract Amount (excluding applicable tax(es)).
2. A performance bond (form PWGSC-TPSGC 505) and a labour and material payment bond (form PWGSC-TPSGC 506) referred to in subparagraph 1)(a) of GC9.2 shall be in a form and be issued by a bonding or surety company (see Treasury Board Appendix L, Acceptable Bonding Companies) that is approved by Canada.
3. A security deposit referred to in subparagraph 1)(b) of GC9.2 shall be in the form of

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- a. a bill of exchange, bank draft or money order made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
  - b. bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada.
4. For the purposes of subparagraph 3)(a) of GC9.2
- a. a bill of exchange is an unconditional order in writing signed by the Contractor and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;
  - b. if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 4)(c) of GC9.2, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and
  - c. An approved financial institution is
    - i. a corporation or institution that is a member of the Canadian Payments Association as defined in the Canadian Payments Act;
    - ii. a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";
    - iii. a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
    - iv. a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the Income Tax Act; or
    - v. Canada Post Corporation.
5. Bonds referred to in subparagraph 3)(b) of GC9.2 shall be provided on the basis of their market value current at the date of the Contract, and shall be
- a. made payable to bearer; or
  - b. accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations; or
  - c. registered as to principal, or as to principal and interest, in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations.
6. An irrevocable standby letter of credit referred to in subparagraph 1)(b) of GC9.2 shall
- a. be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf,
    - i. is to make a payment to, or to the order of, Canada as the beneficiary;
    - ii. is to accept and pay bills of exchange drawn by Canada;
    - iii. authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
    - iv. authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
  - b. state the face amount that may be drawn against it;
  - c. state its expiry date;
  - d. provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by Canada;

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- e. provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
- f. provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
- g. be issued or confirmed, in either official language in a format left to the discretion of the issuer or confirmer, by an approved financial institution on its letterhead.

### GC 10 – INSURANCE

#### GC10.1 Insurance Contracts

1. The contractor shall, at the contractor's expense, obtain and maintain insurance contracts in respect of the work and shall provide evidence thereof to Canada in accordance with the requirements of Appendix E.
2. 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.
3. The insurance contracts referred to in paragraph 1) of GC10.1 shall
  - a. be in a form, of the nature, in the amounts, for the periods and containing the terms and conditions specified in Appendix E; and
  - b. provide for the payment of claims under such insurance contracts in accordance with GC10.2, "Insurance Proceeds".

#### GC10.2 Insurance Proceeds

1. In the case of a claim payable under a Builders Risk/Installation (All Risks) insurance contract maintained by the contractor pursuant to GC10.1, "Insurance Contracts", the proceeds of the claim shall be paid directly to Canada, and
  - a. the monies so paid shall be held by Canada for the purposes of the contract, or
  - b. if Canada elects, shall be retained by Canada, in which event they vest in Canada absolutely.
2. In the case of a claim payable under a General Liability insurance contract maintained by the contractor pursuant to GC10.1, "Insurance Contracts", the proceeds of the claim shall be paid by the insurer directly to the claimant.
3. If an election is made pursuant to paragraph 1) of GC10.2, Canada may cause an audit to be made of the accounts of the contractor and of Canada in respect of the part of the work that was lost, damaged or destroyed for the purpose of establishing the difference, if any, between
  - a. the aggregate of the amount of the loss or damage suffered or sustained by Canada, including any costs incurred in respect of the clearing and cleaning of the work and its site and any other amount that is payable by the contractor to Canada under the contract, minus any monies retained pursuant to subparagraph 1)(b) of GC10.2; and
  - b. the aggregate of the amounts payable by Canada to the contractor pursuant to the contract up to the date of the loss or damage.
4. A difference that is established pursuant to paragraph 3 of GC10.2 shall be paid forthwith by the party who is determined by the audit to be the debtor to the party who is determined by the audit to be the creditor.

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5. When payment of a deficiency has been made pursuant to paragraph 4) of GC10.2, all rights and obligations of Canada and the contractor under the contract shall, with respect only to the part of the work that was the subject of the audit referred to in paragraph 3 of GC10.2, be deemed to have been expended and discharged.
6. If an election is not made pursuant to subparagraph 1)(b) of GC10.2, the contractor shall, subject to paragraph 7) of GC10.2, clear and clean the work and its site and restore and replace the part of the work that was lost, damaged or destroyed at the contractor's expense as if that part of the work had not yet been performed.
7. When the contractor clears and cleans the work and its site and restores and replaces the work referred to in paragraph 6) of GC10.2, Canada shall pay the contractor out of the monies referred to in paragraph 1) of GC10.2 so far as they will thereunto extend.
8. Subject to paragraph 7) of GC10.2, payment by Canada pursuant to paragraph 7) of GC10.2 shall be made in accordance with the contract but the amount of each payment shall be 100 percent of the amount claimed notwithstanding subparagraphs 3)(a) and 3)(b) of GC5.4, "Progress Payment".

### GC10.3 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 Canada a Certificate of Insurance on the form attached herein.
- b. Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance

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### 3. Security Requirement

#### 3.1 The following security requirement (SRCL and related clauses provided by Industrial Security Program) applies and form part of the Contract.

1. The Contractor must, at all times during the performance of the Contract, hold a valid **Facility Security Clearance at the level of SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to secure work site(s) must, at all times during the performance of the Contract, EACH hold a valid personnel security screening at the level of **SECRET** and all others must have a valid **SITE ACCESS** clearance required, granted or approved by the CISD, PWGSC.
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, attached at Appendix B;
  - (b) *Industrial Security Manual* (Latest Edition).

### 4. Term of Contract

#### 4.1 Period of the Contract

The period of the Contract is for a period of 15 months starting at the Contract date shown on page 1 of this Contract.

#### 4.2 Option to Extend the Contract

The Contractor grants to Canada irrevocable options to extend the term of the Contract for the Work listed in Clause 6.2, "Options". The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise these options at any time by sending a written notice to the Contractor at least ninety (90) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority through a contract amendment.

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Edward El-Zarka  
Title: Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Real Property Contracting Directorate  
Address: Dover Building, 3rd Floor – 313  
185 Sparks Street  
Ottawa, ON K1A 0S5

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Telephone: 819-775-7156  
 E-mail address: edward.el-zarka@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

**5.2 Project Authority**

The Project Authority for the Contract is:

Name: Don Duchesne  
 Title: Senior Project Manager, East Block Program  
 Organization: Parliamentary Precinct Branch  
 Address: Dover Building, 2nd Floor - 218,  
 185 Sparks Street  
 Ottawa, ON K1A 0S5

Telephone: 819-775-5725  
 E-mail address: don.duchesne@pwgsc-tpsgc.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**6. Payment**

**6.1 Base Contract**

The Contractor will be paid as follows, for work performed in accordance with the Contract. Applicable Taxes are extra.

Advisory Services	Applicable Terms of Reference	Firm Monthly Fee (G)	Estimated Duration (H)	Extended Total (G x H)
Construction Management Advisor	Sections 1, 2, 3, & 4.1	\$	0 – 15 months	\$ (a)

Category of Service	Applicable Terms of Reference	Firm Rate (C)	Construction Value (D)	Estimated Duration	Fee (C x D)
Construction Manager - Minor Works	Sections 1, 2, 3, & 4.2	%	\$1,200,000	0 – 15 months	\$ (b)

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**DISBURSEMENT**

The following disbursements shall not be included in the fees above [(a) and (b)] and shall be reimbursed to the Contractor at cost:

:	Construction Permits	\$140,000.00
	Courier and Reproduction Services	\$ 80,000.00

**ADDITIONAL SERVICES – IF REQUIRED**

Category of Personnel	Estimated Duration	Estimated Hours (E)	Firm Hourly Rate (F)	Extended Total (E x F)
Project Manager	0 – 15 months	400	\$	\$
	16 – 43 months	500	\$	\$
	44 – 67 months	500	\$	\$
	68 – 91 months	300	\$	\$
Intermediate Project Manager	0 – 15 months	400	\$	\$
	16 – 43 months	500	\$	\$
	44 – 67 months	500	\$	\$
	68 – 91 months	300	\$	\$
Superintendant	0 – 15 months	200	\$	\$
	16 – 43 months	500	\$	\$
	44 – 67 months	500	\$	\$
	68 – 91 months	500	\$	\$
Estimator	0 – 15 months	150	\$	\$
	16 – 43 months	200	\$	\$
	44 – 67 months	200	\$	\$
	68 – 91 months	150	\$	\$
Scheduler	0 – 15 months	150	\$	\$
	16 – 43 months	200	\$	\$
	44 – 67 months	200	\$	\$
	68 – 91 months	150	\$	\$
Health and Safety Officer	0 – 15 months	400	\$	\$
	16 – 43 months	500	\$	\$
	44 – 67 months	500	\$	\$
	68 – 91 months	400	\$	\$
Administrative	0 – 15 months	400	\$	\$
	16 – 43 months	500	\$	\$
	44 – 67 months	500	\$	\$
	68 – 91 months	400	\$	\$
Sub-Total				\$

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**MAXIMUM AMOUNT PAYABLE:**

Fees	\$ (a) + (b)
Construction Cost (Minor Works)	\$ 1,200,000.00
Additional Services	\$ (To be determined by Canada prior to Award)
Disbursements	\$ 140,000.00
Sub-Total	\$ (To be determined)
HST	\$ (To be determined)
<b>TOTAL ESTIMATED COST</b>	<b>\$ (To be determined)</b>

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**6.2 Options**

Option to Extend the Contract

If the Contract is extended by Canada in accordance with clause 4.2, "Option to Extend Contract", the Contractor shall be paid as follows:

**6.2.1 Option 1A**

Advisory Services	Applicable Terms of Reference	Firm Monthly Fee (G)	Estimated Duration (H)	Extended Total (G x H)
Construction Management Advisor	Sections 1, 2, 3, & 5.1	\$	16 – 43 months	\$

Category of Service	Applicable Terms of Reference	Firm Rate (I)	Construction Value (J)	Estimated Duration	Fee (I x J)
Construction Manager – Minor Works	Sections 1, 2, 3, & 5.2	%	\$2,400,000	16 – 43 months	\$

**6.2.2 Option 1B**

Advisory Services	Applicable Terms of Reference	Firm Monthly Fee (K)	Estimated Duration (L)	Extended Total (K x L)
Construction Management Advisor	Sections 1, 2, 3, & 5.1	\$	44 – 67 months	\$

Category of Service	Applicable Terms of Reference	Firm Rate (M)	Construction Value (N)	Estimated Duration	Fee (M x N)
Construction Manager – Minor Works	Sections 1, 2, 3, & 5.2	%	\$1,000,000	44 – 67 months	\$

**6.2.3 Option 1C**

Advisory Services	Applicable Terms of Reference	Firm Monthly Fee (O)	Estimated Duration (P)	Extended Total (O x P)
Construction Management Advisor	Sections 1, 2, 3, & 5.1	\$	68 – 91 months	\$

Category of Service	Applicable Terms of Reference	Firm Rate (M)	Construction Value (N)	Estimated Duration	Fee (M x N)
Construction Manager – Minor Works	Sections 1, 2, 3, & 5.2	%	\$400,000	68 – 91 months	\$

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**6.2.4 Option 2A/2B/2C – Constructor Services**

OPTION	Category of Service	Applicable Terms of Reference	Firm Rate (\$)	Construction Value (T)	Fee (S x T)
2A	Constructor Services – Sub-Phase 1	Sections 1, 2, 3, & 6	%	\$20,500,000	\$
2B	Constructor Services – Sub-Phase 2	Sections 1, 2, 3, & 6		\$20,500,000	\$
2C	Constructor Services – Sub-Phase 3	Sections 1, 2, 3, & 6		\$20,780,000	\$

**7. Replacement of Key Personnel**

- 7.1 The Contractor shall provide the services of the designated key personnel (Appendix D), unless the Contractor is unable to do so for reasons beyond its control and keep such personnel closely associated and involved with this Contract.
- 7.2 If the Contractor is unable to provide the services of any specific key personnel identified in Appendix D, it must provide a replacement with the same level of qualifications and experience specified in Appendix D for the key personnel in question. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
- a. the name, qualifications and experience of the proposed replacement; and
  - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 7.3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Departmental Representative may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with clause 7. 2. The fact that the Departmental Representative does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

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# 1 PROJECT DESCRIPTION

## 1.1 SCOPE OF WORK FOR THIS CONTRACT

The CMA will be engaged under this contract to provide services required in the delivery of this project, which include three main service categories as identified below under **Section 1.2.1 Services**, and as defined in the Required Services (RS) sections of this Terms of Reference (TOR).

The CMA will be required to maintain its expertise for the duration of the Contract and shall be comprised of qualified professional and technical expertise capable of providing the services identified in this Terms of Reference.

### 1.1.1 SERVICES

Subject to the exercising of Contract Options, the Construction Management Advisor (CMA) will be engaged to provide the full range of services as follows:

- a) **Advisory Services:** The CMA as an expert in matters of construction shall take a lead role in providing strategic advisory services to PWGSC and the Architectural & Engineering (A&E) Consultants throughout design and implementation of the Work. Refer to **Sections 4.1 and 5.1** of this Terms of Reference document for full details on the required Advisory Services.
- b) **Construction Management Services:** The CMA shall provide Construction Management Services for Division 1 works which are common to all three construction sub-phases, as well as minor works which fall outside of the scope of the building envelope rehabilitation. Refer to **Sections 4.2 and 5.2** of this Terms of Reference document for full details on the required Services.
- c) **Constructor Services:** The CMA will perform the role of Constructor as defined in the Occupational Health & Safety Act for the entire project including all exterior building envelope rehabilitation construction sub-phases, common Division 1 and minor work performed by the CMA under this contract, and any other work in or around East Block . Refer to **Section 6** of this Terms of Reference document for full details on the required Services.

### 1.1.2 CONTRACT STRUCTURE

The Contract will include services during the design phase, and six contract options for services aligned with the three construction sub-phases.

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- a) **Contract:** This will include Advisory Services during design development and construction documentation, and Construction Management Services associated with minor works.
- b) **Optional Services 1A, Construction Sub-Phase 1:** This option is for the provision of Advisory Services and Construction Management Services limited to Common Division 1 associated with Construction Sub-Phase 1 and implementation of minor works.
- c) **Optional Services 1B, Construction Sub-Phase 2:** This option is for the provision of Advisory Services and Construction Management Services limited to Common Division 1 associated with Construction Sub-Phase 2 and implementation of minor works.
- d) **Optional Services 1C, Construction Sub-Phase 3:** This option is for the provision of Advisory Services and Construction Management Services limited to Common Division 1 associated with Construction Sub-Phase 3 and implementation of minor works.
- e) **Optional Services 2A, Construction Sub-Phase 1:** This option is for the provision of Constructor Services, whereby the CMA will be engaged under this contract to perform the role of Constructor during construction sub-Phase 1.
- f) **Optional Services 2B, Construction Sub-Phase 2:** This option is for the provision of Constructor Services, whereby the CMA will be engaged under this contract to perform the role of Constructor during construction sub-Phase 2.
- g) **Optional Services 2C, Construction Sub-Phase 3:** This option is for the provision of Constructor Services, whereby the CMA will be engaged under this contract to perform the role of Constructor during construction sub-Phase 3.

## **1.2 PROJECT DESCRIPTION**

### **1.2.1 BACKGROUND INFORMATION**

The rehabilitation of the East Block is part of a master plan laid out in the Long Term Vision and Plan (LTVP). The LTVP is a comprehensive 25 year plan and program of work to rehabilitate the Parliament buildings, provide additional parliamentary accommodations and create a secure and welcoming environment for parliamentarians, staff, visitors and tourists.

The East Block rehabilitation will be implemented in two major phases.

The first phase, with construction beginning in fiscal year 2016/2017 and running through to 2022, is primarily an envelope rehabilitation project with minor associated interior works focusing on the rehabilitation and seismic upgrade of the exterior building envelope of the 1867 Wing. During this first phase, the building will be partially occupied. The exterior work is expected to proceed under three construction sub-phases. The building occupants affected by each sub-phase will be relocated to swing space within the building.

The second phase will focus on the remaining exterior work (1910 Wing), completing the seismic reinforcement program for the entire building, replacing the interior base building

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systems, and a fit up of interior spaces. Given the impact of the interior interventions, this phase requires a vacant building and will follow the future completion of Centre Block when the East Block can be completely vacated.

The mandate of the CMA includes only the first phase, and will be limited to the work as outlined in these Terms of Reference.

### **1.2.2 EXISTING BUILDING INFORMATION**

The East Block is positioned along the north side of Wellington Street, directly north of the Langevin Building. The three storey structure plus full basement comprises a total gross area of 15,383 square metres.

The East Block currently includes office suites for the House of Commons and the Senate, along with conference facilities, a post office, shipping, servery and meeting areas.

The East Block was built in two phases: the original north, south and west facing “L” plan wing was built in 1859-65 (generally referred to as the “1867” wing); and the 1910 Wing which closes the inner court to the north and east sides was constructed in 1910-13. Referred to as the “1910” Wing, the addition was built with similar construction materials and design principles as the original with some structural differences.

The exterior masonry walls of the 1867 Wing are load-bearing and were built in the traditional manner of solid unreinforced stone masonry typically bearing on bedrock. The foundation walls and plinth are constructed of an inner and outer wythe of randomly coursed squared limestone which changes to sandstone just below grade. The walls have a rubble core. Above the plinth, the exterior walls are similar in composition, but thinner, with an airspace and interior brick wall finished with plaster. The structure of the 1910 Wing is a hybrid structural system of traditional load-bearing masonry with an interior frame of steel and concrete.

There are three window types in the 1867 Wing: wood windows set in masonry walls, wood dormer windows set in the copper roof, and leaded glass/stained glass windows set directly in the stone. The windows and doors of the East Block are character-defining elements.

The doors of the principal entrances are highly symbolic elements of the building’s composition. Of the 18 exterior doors, six are now ceremonial doors located on exterior facades. The service doors are generally located in the courtyard, except the recently added loading dock door on the northeast facade of the 1910 wing. While all six ceremonial door openings are original, only some service door openings date from the time of construction.

The roof of East Block is made up of a complex assembly of sloped and flat roofs, pavilions, and towers, punctuated by dormers, chimneys, ventilation shafts and ironwork. All together these components make up the roof assembly;

The wrought ironwork that ornaments the roof and towers of the East Block is one of the best examples of this type in Canada. It is a one of the main character-defining features of the building and of Parliament Hill.

### **1.2.3 HERITAGE VALUES AND BACKGROUND**

The 1867 Wing is the original south and west 'L' plan of the East Block and was completed in 1867 to the designs of Thomas Stent and Augustus Laver. The 1910 Wing, designed by the Department of Public Works, enclosed the inner courtyard. The Federal Heritage Building Review Office (FHBRO) designated the East Block 'Classified' because of its exceptional importance in terms of historical associations, architectural quality and environmental impact. Some elements of the building envelope, notably the stonework and the ironwork, represent some of the most remarkable examples of craftsmanship on the Hill and in the country.

The East Block is one of the surviving original triad of buildings on Parliament Hill. Although major renovations and rehabilitation work were carried out in the late 1970s and again in the 1990s, great care has been taken to carefully and harmoniously integrate new work, including mechanical and electrical upgrades, with minimal impact to the original heritage character, layout, and fabric of the building. Protecting heritage character in Crown-owned buildings for the benefit of all Canadians is the policy of the Government of Canada as found in the Treasury Board Policy on Real Property.

The public grounds of the Parliament buildings were designated a National Historic Site of Canada in 1976. The East Block is one of the three Parliament Hill buildings that form a National Historic Site along with the West Block and Center Block.

## **1.3 OVERVIEW OF CONSTRUCTION ACTIVITIES**

In general terms, the scope of work in phase one is the rehabilitation of the building envelope for the 1867 Wing and is to include structural stabilization, heritage recording, and material conservation work.

The conservation of the building envelope includes: site work, foundation wall drainage, rehabilitation of the masonry envelope including all projecting elements, roofing replacement including all projecting elements, windows, doors, ironwork, seismic upgrade, and minor security related upgrades.

Further work will include the dismantling of the security and lighting equipment which is currently anchored on the building. During the construction period, it shall be temporarily relocated and permanently reattached to the structure after the scaffolding is removed. This work is to be co-ordinated with the authorities having jurisdiction.

### **1.3.1 CONSTRUCTION WORK BY GENERAL CONTRACTORS**

An estimated number of three successive construction sub-phases for the building exterior rehabilitation work, shall be separately tendered by the Crown and awarded individually to the successful bidder in each of the separate tenders. These contracts will be held and administered by PWGSC and will include the following work:

- a) **Site work:** Site work includes foundation excavation and reinstatement to allow access to masonry below grade; lowering elevations in the courtyard to historic levels (approximately one meter); reinstatement of ground surfaces; reinstatement of existing irrigation, sidewalks and other landscaping elements that are impacted by the project; landscape lighting and exterior building facade lighting.
- b) **Masonry:** Complete masonry rehabilitation and conservation of all masonry elements on the 1867 Wing and the foundation walls and plinth only for the 1910 Wing; seismic upgrade (for all 1867 Wing envelope masonry, gable walls, towers, roofs, and chimneys).
- c) **Masonry Cleaning:** The scope of work will include the cleaning of all exterior surfaces and masonry in the 1867 Wing, and the courtyard facing exterior foundation wall and plinth of the 1910 Wing.
- d) **Windows and doors:** Removal, restoration, and reinstallation work on all windows, doors, and skylights in the 1867 Wing.
- e) **Roofs:** Roofing scope of work includes replacement of 1867 Wing copper roof and replacement of flat roofing in the 1867 Wing.
- f) **Ironwork:** The ironwork will be removed to facilitate the installation of new copper and flat roofing. The work includes removal, conservation, and reinstallation of all wrought iron roof cresting and iron window grilles.
- g) **Interior Work required to facilitate exterior work:** In the interior spaces, the scope of work includes the protection of related interior offices, walls, windows and mouldings (plaster, drywall, wood) during the work, and the repair and painting of related interior elements. Other interior work will include: hoarding and associated security to separate construction areas from occupied spaces; Mechanical and Electrical building system adjustments, where affected by the hoarding plans; repair / reinstate interior spaces following construction in each area.

### **1.3.2 MINOR WORKS BY THE CMA**

The CMA shall provide Construction Management Services related to Minor Works.

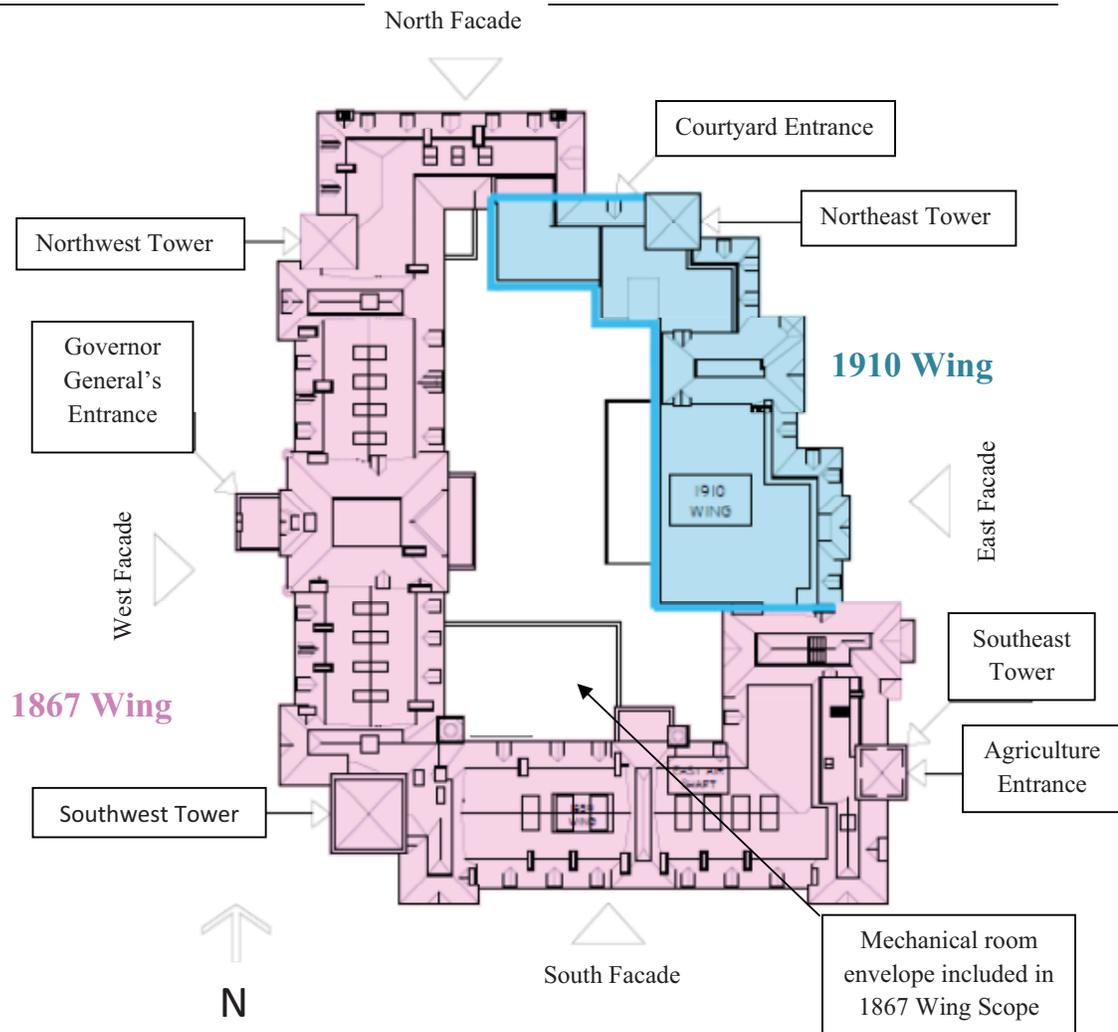
- a) **Common Division 1 work:** Through all of the exterior rehabilitation construction there will be some elements of Division 1 work which are common to all construction sub-phases. These elements may include construction site hoarding; construction yard and laydown area coordination, site maintenance activities, temporary site lighting and

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power, site vehicular traffic management, site pedestrian traffic management, site construction signage, site trailers and washroom facilities, construction site security including site security personnel, and other associated works.

- b) **Interior minor work:** A number of minor interior works have been identified which are required to allow the building to remain occupied during implementation and to permit the business of the Senate to continue in the building through the duration of the exterior rehabilitation work. These include some minor relocation work within the building, and minor building system upgrades.
- c) **Masonry Investigation Work:** There will be a need to create a limited number of investigative openings, both on the exterior facade of the building, as well as openings in interior wall surfaces, to allow the A&E Consultant to view conditions within the wall structure. This investigative work may include scaffolding, hoarding, masonry work, and other associated tasks.



## 1.4 OVERALL PROJECT IMPLEMENTATION STRATEGY

### a) General

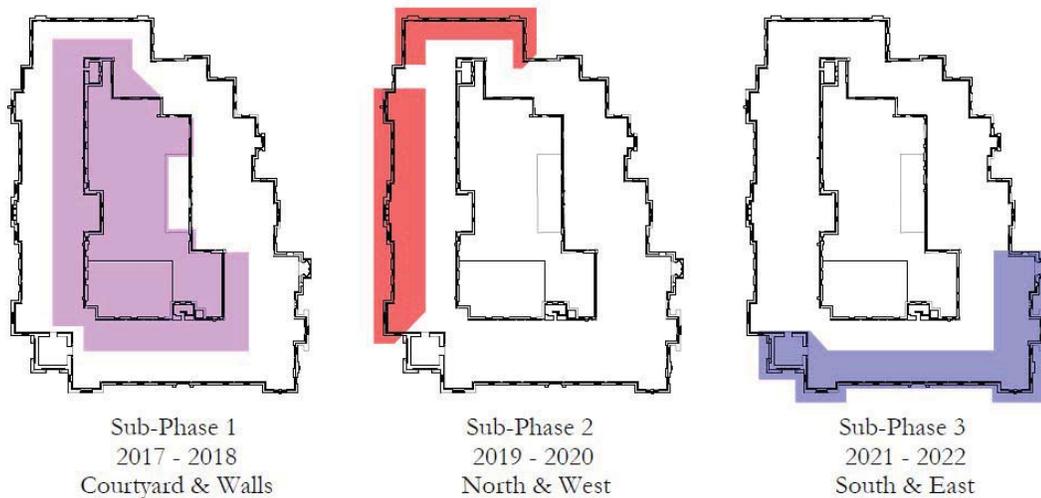
As outlined in Section 1.4.1 above, these Terms of Reference describe the scope of work required for the first phase of the project, which is predominately an envelope rehabilitation project with some minor interior work. The minor interior work is required to support and facilitate the exterior rehabilitation work, and to permit the business of the occupants to continue in the building through the duration of the first phase of the project until the building

can be fully vacated at a future time to allow for a major interior rehabilitation of the East Block building under phase two of the project.

**b) Exterior Rehabilitation: Phased Approach & Tender Packages**

The current construction implementation strategy is to complete the first phase of the project in three, approximately equal, construction sub-phases:

East Block Rehabilitation  
Phased Construction Implementation Strategy



Each sub-phase will include minor work, completed as part of this contract and/or contract options, related to the building envelope rehabilitation such as creating buffer zones to separate construction areas from occupied spaces, windows, seismic, temporary services, etc., as well as to facilitate swing moves for occupants to vacate exterior rehabilitation construction zones. The sub-phases indicated herein are preliminary and will be further evaluated, developed, and refined, including input from the CMA.

**c) Move Sequence Strategy**

Following the relocation of the House of Commons (HOC) to the Wellington Building, the Senate will remain in the East Block and will occupy 33 Parliamentary Office Units (“POU’s”) and two Committee Rooms, along with associated support spaces. There will be 18 POU’s vacated by HOC which will be configured to Senate requirements and used as swing space to allow vacating of areas affected by construction. A series of sequential swing moves will be required to facilitate the various sub-phases of the exterior envelope construction activities.

## 1.5 ESTIMATED CONSTRUCTION COST

- a) **Exterior Rehabilitation:** The current construction estimate (not including HST) is rounded off to \$ 62 M.
- b) **Minor Works by the CMA:** The current construction estimate (not including HST) is rounded off to \$5.0 M.

<b>Construction</b>	<b>Current 000\$</b>
<b>ESTIMATED CONSTRUCTION COSTS</b>	
<b>Exterior Rehabilitation Work (by separate General Contractors)</b>	
Sub-Phase 1 Exterior Construction	\$ 20,500
Sub-Phase 2 Exterior Construction	\$ 20,500
Sub-Phase 3 Exterior Construction	\$ 20,780
<b>Subtotal Exterior Rehabilitation Work (by separate GC's)</b>	<b>\$61,780</b>
<b>Minor works (by the CMA)</b>	
Base Contract	\$ 1,200
Option 1A	\$ 2,400
Option 1B	\$ 1,000
Option 1C	\$ 400
<b>Subtotal Minor works (by the CMA)</b>	<b>\$ 5,000</b>
<b>Total hard construction estimate</b>	<b>\$66,780</b>

## 1.6 SCHEDULE

The schedule below highlights key dates associated with the East Block Rehabilitation project. This schedule is for illustration purposes and is intended to highlight the key elements and milestones of the project.

East Block Milestone Schedule - 1867 Wing Exterior Rehabilitation									
Task	2014	2015	2016	2017	2018	2019	2020	2021	2022
	Full Occupancy			Partial Occupancy					
<b>Major Contracts Award</b>									
Prime Consultant Award	▼ Jun-14								
Construction Management Advisor Award	▼ Jun-15								
General Contractor (GC) Awards				▼ GC-1	▼ GC-2		▼ GC-3		
<b>Design</b>									
Design Development and Construction Documents									
Schematic Design	SD								
Design Development		DD							
Construction Documents			CD-1	CD-2	CD-3				
<b>Exterior Construction</b>									
Exterior Envelope Rehabilitation									
Construction Sub-Phase 1			Jan-17	GC-1	Dec-18				
Construction Sub-Phase 2					Jan-19	GC-2	Dec-20		
Construction Sub-Phase 3						Jan-21	GC-3	Dec-22	
<b>CMA Contract</b>									
		Base Contract	Options 1A & 2A	Options 1B & 2B	Options 1C & 2C				
Advisory Services		Base	1A	1B	1C				
Construction Management Services (Minor Works only)		Base	1A	1B	1C				
Constructor Services (Extend Constructor role to cover GC work)			2A	2B	2C				

## **1.7 PROJECT OBJECTIVES**

### **1.7.1 OBJECTIVE 1: HEALTH AND SAFETY**

This objective is to mitigate health and safety risks associated with the deteriorated condition of the 1867 Wing of the East Block. Health and safety is one of the driving factors behind the Rehabilitation Program of the Long Term Vision and Plan for the Parliamentary Precinct.

PWGSC recognizes the responsibility to ensure the health and safety of all persons on Crown construction projects and the entitlement of both federal employees and private sector workers to the full protection afforded them by occupational health and safety regulations.

In keeping with this responsibility and in order to enhance health and safety protection for all individuals on federal construction sites, compliance with the applicable provincial/territorial construction health and safety acts and regulations, in addition to the related Canada Occupational Safety and Health Regulations, is mandatory.

Compliance with health and safety codes must take into account the historic value and character defining elements of the building and minimize any impact.

### **1.7.2 OBJECTIVE 2: PROTECTING HERITAGE VALUE**

PWGSC expects the CMA to maintain a high level of understanding and sensitivity to the protection of the heritage value of the East Block building based upon recognized, internationally accepted principles and practices for the conservation of heritage assets. This project will be developed with a conservation approach specific to the scope of work for the project and the historic designation of the heritage asset. The framework for developing a conservation approach is outlined in the '*Standards and Guidelines for the Conservation of Historic Places in Canada*', (2<sup>nd</sup> edition).

The '*Standards and Guidelines for the Conservation of Historic Places in Canada*' provides distinct but interrelated approaches to the treatment of heritage assets: preservation, rehabilitation, restoration, or combinations thereof. The process of developing projects must also meet applicable laws, regulations, codes and functional requirements with specific attention to life safety, fire protection, energy conservation, accessibility for persons with disabilities, and abatement of hazardous materials.

### **1.7.3 OBJECTIVE 3: PROJECT DELIVERY**

Deliver the project utilizing best practices while respecting the project constraints, quality, scope, budget and schedule, as provided in this document. Achieve:

- a) A cohesive functional partnership and open communication between all members of the Project Team (refer to graphic provided at section 2.1) and stakeholders throughout all phases of the project life;

- b) Rigorous quality assurance review during the design and construction phases;
- c) Timely response to address issues as they occur;
- d) Continuity of key personnel and expertise working in a dedicated team for the project life; and,
- e) On site presence for the duration of construction.

#### **1.7.4 OBJECTIVE 4: MAINTAIN CONTINUITY OF OPERATION**

Develop the Construction Implementation Plan and logistics for the project in such a way that minimizes the impact on the occupants in the conduct of their business.

#### **1.7.5 OBJECTIVE 5: EXERCISE ENVIRONMENTAL RESPONSIBILITY**

Develop a construction implementation approach that employs and models environmentally responsible methods in all aspects of conservation, and operation. Provide strategic advice to PWGSC regarding incorporation of sustainable design principles in the project development. Green Globes (or other equivalent system) will be employed.

#### **1.7.6 OBJECTIVE 6: MANAGE RISK WITHIN THE CONTEXT OF A HERITAGE PLACE**

A risk management strategy is crucial for PWGSC and integrates project planning into procurement planning. All the stakeholders of a project will be an integral part of the risk management strategy.

### **1.8 CONSTRAINTS AND CHALLENGES**

The site work carried out with this rehabilitation project will include the following constraints and challenges:

#### **1.8.1 BUILDING IS OCCUPIED**

The East Block is to remain occupied during the entire project and work carried out shall be done in such a manner so as to ensure the continuous operation of the building. There will be a number of vacant offices available for swing space throughout the project. The CMA shall work closely with the Departmental Representative and the A&E Consultant to develop an acceptable strategy that will ensure safety and minimize the disruption to occupants and visitors to the building during the entire project.

### **1.8.2 ACCESS AND EGRESS**

- a) **Maximize the availability of the Governor General Entrance** which serves as the building's main entrance. During the exterior rehabilitation sub-phase encompassing the West elevation, this entrance will be closed to allow for its rehabilitation.
- b) **Maintain or improve upon the current level of barrier-free accessibility:** It is a high priority requirement to maintain the barrier-free accessibility of the East Block. The base of the North West tower currently functions is the only barrier-free point of entry into the East Block.
- c) **Fire Safety and means of egress:** Meet code and regulations with regards to egress without major modifications. Fire protection systems must retain full functionality. Exit paths are to be maintained at all times.
- d) **Loading Dock:** Maintain access to the loading dock for building occupant functions.

### **1.8.3 CONSTRUCTION ACTIVITIES ON PARLIAMENT HILL**

- a) **Other construction projects:** The CMA is to be cognizant of other concurrent construction projects on Parliament Hill. In particular, construction activity is being planned for the Center Block building and surrounding areas directly North and East of East Block site. These activities are estimated to start in 2018 and will be concurrent with construction work on the East Block project. This concurrent construction activity will impact such things as construction traffic, site access, pedestrian access, and competition for limited construction yard and lay-down areas on the Hill.
- b) **Parliamentary activities:** The CMA is to be cognizant of the day-to-day parliamentary activities and sensitivities regarding construction in close proximity to parliamentary activities/employees. Access to the building and the site will be constrained by the need to work around the client / users events calendar.
- c) **Minimize impact of construction activities on Parliament Hill:** No visible or disruptive work (investigations, construction) is permitted without approval, and the CMA, in cooperation with the general contractor(s) performing the work, is to plan such work so that negative impacts are minimized. The process to obtain approval is that PWGSC (with input from the Project Team) will prepare a draft communiqué describing the work, with times, dates, and impact. The time from identification of the need for the work to distribution of the approved communiqué is typically one month.
- d) **Dust, cleanliness and site appearance of work yard and scaffolding areas** is a high priority: The CMA is to work closely with the A&E Consultant to establish guidelines and performance specifications.
- e) **Traffic and parking/pedestrian traffic and circulation:** The CMA shall work closely with the A&E Consultant during Design Development to ensure the design addresses parking, traffic, and pedestrian circulation throughout construction to minimize

disruption. The CMA will be responsible for developing the construction plan, including location of lay-down areas, parking, traffic circulation, etc., to be included in each general contractor's contract for each of the separate construction sub-phases.

- f) **Avoid construction on the West and South elevations in 2017:** Given the projected increase of activities and visitors on the Hill in connection with the Canada's 150th birthday celebrations in 2017, and for safety reasons, the first sub-phase of construction will be limited to areas of low visibility.
- g) **Site grading and underground work** must not disrupt operation of the high voltage underground lines, sprinkler pipelines, gas lines, water services, electrical conduits for the exterior lighting and sidewalk, and communications conduits.

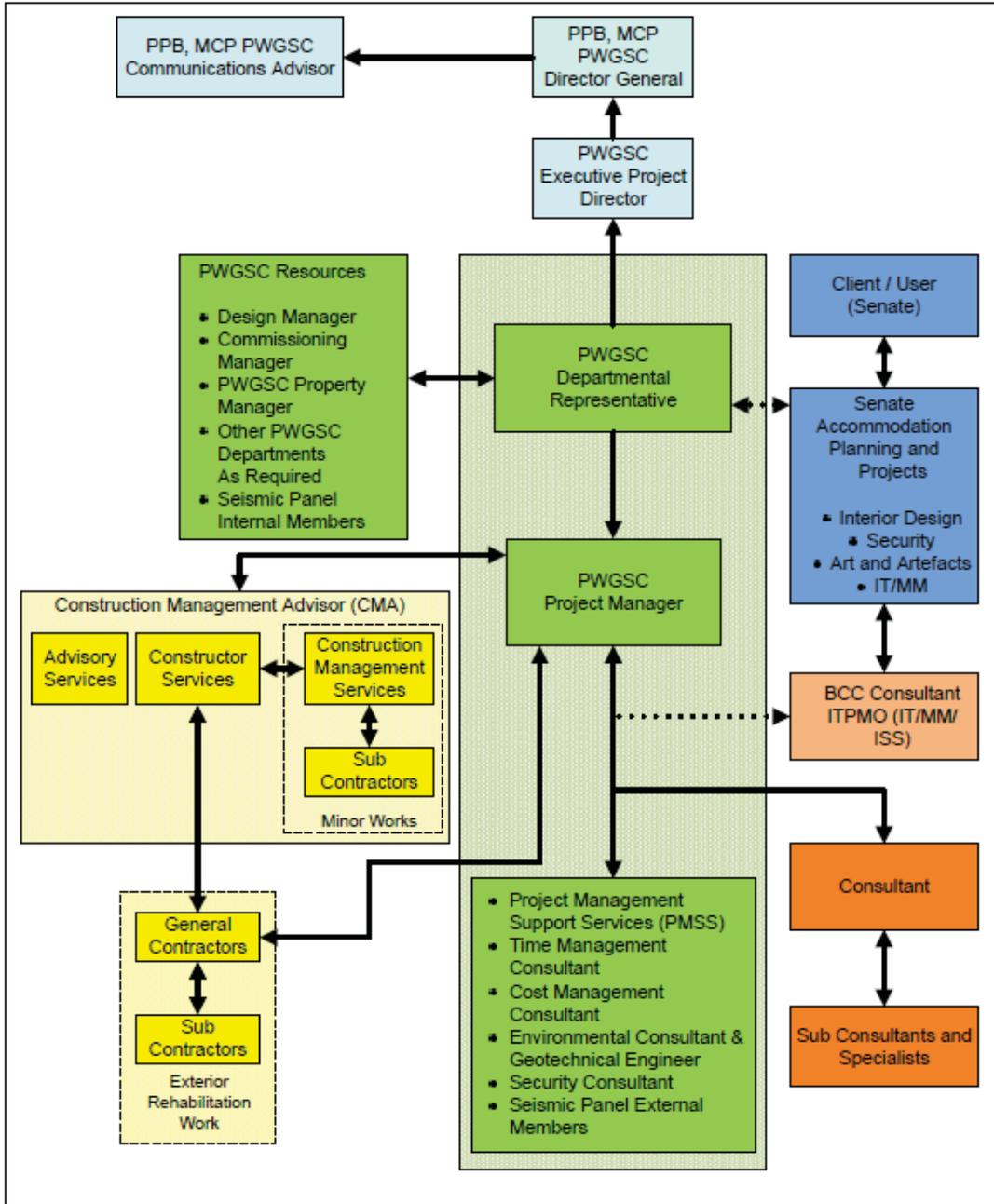
## **2 ROLES AND RESPONSIBILITIES**

### **2.1 GENERAL**

This project is to be managed and implemented in a collaborative manner. All members of the Project Team, including the CMA, are required to work cooperatively at every stage of the design and construction process in order to assure the creation of a successful and meaningful end result. Under the leadership of the Departmental Representative, all team members are responsible for establishing and maintaining a professional, respectful, and cordial relationship.

The Project Team refers to the key representatives involved in coordinating and delivering this project. The Departmental Representative leads the Project Team, with membership representing those responsible for project implementation. The following chart identifies the organizational relationships. Solid lines indicate functional reporting relationships. Dotted lines indicate project communication relationships.

Project Team Chart



## **2.2 PWGSC**

Public Works and Government Services Canada (PWGSC) administers the project on behalf of Canada and exercises continuing control over the project during all phases of development. The PWGSC project management team, the Consultant, the CMA and the user Department teams are to work cooperatively at every stage of the project.

### **2.2.1 DEPARTMENTAL REPRESENTATIVE**

The Departmental Representative is responsible for managing the technical aspects of this project.

The Departmental Representative:

- a) Is directly concerned with the Project and is responsible for its progress.
- b) Liaises with the Stakeholders and PWGSC, obtains their requirements, and conveys these requirements to the A&E Consultant and to the CMA.
- c) Is the technical authority for this contract and conveys client requirements.
- d) Is the official conduit for the exchange of information between the CMA, PWGSC, the Stakeholders, building occupants, and the A&E Consultant.
- e) Is the technical authority for this contract, coordinates the approvals of all design and Contract Documents, and conveys approval or disapproval to the CMA.
- f) Liaises with Contracting Authorities.

### **2.2.2 PWGSC TECHNICAL RESOURCES**

The Architectural and Engineering Resources and Heritage Conservation Directorate are members of the PWGSC Technical Resources Team. They provide review for key Architectural and Engineering professional disciplines to ensure technical requirements are suitably defined and incorporated through all phases of research, planning, design and implementation. Within the PWGSC Technical Resources, the environmental team provides expert advice and quality assurance for key Environmental and Sustainable Development issues through all phases of implementation.

### **2.2.3 PWGSC COMMISSIONING MANAGER**

The PWGSC Commissioning Manager represents the PWGSC Departmental Representative and will work with the A&E Consultant, the CMA, and the general contractors to plan and review the implementation of the commissioning of the Work.

## **2.2.4 PWGSC CONSULTANTS**

PWGSC engages third party firms to provide various consulting services throughout the life of the project. The CMA is to coordinate its services and cooperate with these firms to provide a seamless delivery of all services on the project. These third party firms will include, but may not be limited to, the following:

### **2.2.4.1 PROJECT MANAGEMENT SUPPORT SERVICES (PMSS)**

PWGSC has engaged an external Project Management Support Services (PMSS) firm to provide project management and project management administration support for the PWGSC Project Management Team. PMSS reports to the PWGSC Project Management Team and will assist in the day-to-day management of the project. PMSS will operate on this project as an extension of, and part of, the PWGSC Project Management Team.

### **2.2.4.2 ARCHITECTURE & ENGINEERING CONSULTANTS**

A&E Consultant firms have been retained by PWGSC to prepare detailed design and construction documents for the project.

**Exterior Rehabilitation:** The A&E Consultant Team includes the Prime consultant, sub consultants, and specialists with extensive relevant experience capable of providing all of the required professional services for the Project.

**Interior Design Consultant:** PWGSC have retained a separate A&E Consultant to prepare detailed design and construction documents for minor interior upgrades unrelated to the exterior rehabilitation project. The team includes a Prime consultant, sub consultants and specialists with extensive relevant experience capable of providing all of required professional services for the interior work.

### **2.2.4.3 COST CONSULTANT**

PWGSC has engaged an external Cost Consultant (CC) to provide third party project estimating quality assurance reviews. The CC will review and comment on all estimates and costing provided by the CMA.

### **2.2.4.4 SCHEDULING CONSULTANT**

PWGSC has engaged an external Scheduling Consultant (SC) to provide third party scheduling quality assurance reviews and to incorporate the Consultant schedule, and the CMA Construction Schedules, into an overall master project schedule. The SC will also review and comment on all construction schedules provided by the CMA.

#### **2.2.4.5 ENVIRONMENTAL ENGINEERING CONSULTANT**

PWGSC will engage an external Environmental Engineering Consultant to provide environmental design and consulting services for the project.

#### **2.2.4.6 GEOTECHNICAL ENGINEERING CONSULTANT**

PWGSC has engaged an external Geotechnical Engineering Consultant to provide geotechnical design and consulting services for the project.

#### **2.2.4.7 SECURITY CONSULTANT**

PWGSC will engage an external Security Consultant, working directly with the Senate, to provide security design and consulting services for the project.

#### **2.2.4.8 SEISMIC EXPERT PANEL**

PWGSC has engaged a panel of four seismic experts to perform advisory and peer review services for the seismic upgrade design portion of the project.

### **2.3 AUTHORITIES HAVING JURISDICTION**

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

- a) In areas of conflict between authorities, the Federal authority prevails.
- b) In areas of conflict between codes, standards and regulations, the most rigid requirements shall be adhered to.
- c) The CMA will, with the assistance of the Departmental Representative and the Consultants, identify any other Authorities having jurisdiction appropriate to the project.

#### **2.3.1 FEDERAL AUTHORITIES HAVING JURISDICTION**

This is a high profile project of national significance requiring a significant investment of public funds. The exterior rehabilitation of the East Block building will require extensive interventions to a structure of high architectural, historical and national significance. As such, project reviews will be rigorous.

The Departmental Representative as well as the authorities identified below will review work in progress on a continuing basis. Formal presentations are required for design and project

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approvals in accordance with the project delivery phases outlined in Required Services (RS). Ad hoc presentations will be required to various committees and senior officials.

Below is a list of federal authorities that will require presentations and/or submissions for approval.

The following are authorities having federal government jurisdiction over the project:

Authority	Federal Government Jurisdiction
Treasury Board of Canada	Project and contract approvals
Public Works and Government Services Canada	Project expenditure authority and contract approvals within departmental authority Code compliance for fire prevention and life safety as delegated by Treasury Board
The Senate of Canada (Client / Users)	Functional Program Security requirements and standards Technical Authority – BCC and Security Design Approval – Items affecting Senate Functional Requirements
PWGSC Project Review Advisory Committee (PRAC)	Project Management Quality Assurance
National Capital Commission (NCC)	Federal Design and Land Use Approval for site, landscape, hoarding, building design
Federal Heritage Building Review Office (FHBRO)	Approval to ensure design is implemented within established heritage conservation guidelines
Environment Canada	Environmental Compliance Management Program (ECMP)

### **2.3.2 PROVINCIAL, MUNICIPAL, AND OTHER AUTHORITIES HAVING JURISDICTION**

PWGSC will voluntarily comply with the applicable Ontario Construction Health and Safety Acts and Regulations, in addition to the related Canada Occupational Safety and Health Regulations.

<b>Authority</b>	<b>Jurisdiction</b>
Ontario Ministry of Labour	Employment Standards Construction Safety Designated Substance Management Workers Compensation
Ontario Ministry of the Environment	Environmental Protection Act: 3R Regulations Building Discharges into the air, water and ground Disposal of Designated Substances including Asbestos
Ontario Ministry of Consumer and Commercial Relations – TSSA	Construction Hoists, Elevators, Escalators and Dumbwaiters, Pressure vessels and fuel storage
City of Ottawa	Planning and Design Submissions for Information Building, Demolition and Plumbing Permits and Inspection Fire Safety, Equipment and access for fire-fighting equipment Ottawa Built Heritage Advisory Committee, Planning Committee and City Council Occupancy Permit
Electrical Safety Authority (ESA)	Electrical Permits and Inspection

### **2.3.3 PROVINCIAL ACTS, REGULATIONS, STANDARDS AND INSPECTIONS**

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

- a) Adhere to all applicable provincial Construction Health and Safety Acts and Regulations, in addition to the related Canada Occupational Safety and Health Regulations
- b) Adhere to the requirements of the Province of Ontario for:
  - i. Employment Standards
  - ii. Construction Safety
  - iii. Designated Substance Management
  - iv. Workers Compensation
- c) Adhere to the requirements of the governing authority
- d) Adhere to regulations for building discharges into the air, water and ground
- e) Disposal of Designated Substances including Asbestos
- f) Adhere to Municipal By-laws, Regulations, Standards and Inspections
- g) Provide support to the Consultant, as may be required, to resolve all building permit related issues

## **3 PROJECT ADMINISTRATION SERVICES**

### **3.1 SUBMISSIONS TO PWGSC**

Unless otherwise specified, for all submissions required under this contract, provide three (3) paper copies in a size/format suitable for easy reading/understanding of the information being conveyed, plus one (1) electronic copy in unprotected native format and one (1) electronic copy in portable document format (\*.pdf).

### **3.2 ELECTRONIC COMMUNICATIONS**

All Team participants including PWGSC, Consultants, the CMA, and general contractors must be able to communicate electronically by e-mail.

Acceptable software (Minimum version 2010) is:

- |                                     |                                   |
|-------------------------------------|-----------------------------------|
| a) For written reports and studies: | MS Word (*.doc)                   |
| b) For Spreadsheets and budgets:    | MS Excel (*.xls)                  |
| c) For Presentations:               | MS Power Point (*.ppt)            |
| d) For Schedules:                   | Primavera P6                      |
| e) For Drawings:                    | AutoCAD (*.dwg)                   |
| f) For Specifications:              | MS Word (*.doc)                   |
| g) For Web                          | Adobe PDF, HTML, Macromedia Flash |

This is a long term project being implemented over approximately eight years. During the life of this project, the CMA may find it necessary for various software programs employed to be upgraded. In such cases, it is the responsibility of the CMA to notify PWGSC of such software upgrades in writing, and to ensure the software upgrade is backward compatible with the previous version in use on the project, and that all previous project documentation created in previous versions of the software are able to operate on the upgraded software. PWGSC shall not be responsible for any costs associated with such software upgrades, or any costs associated with ensuring backward compatibility for any software employed on the project by the CMA.

### **3.3 LINES OF COMMUNICATION**

Implement and follow the project communications protocol which will be provided to the CMA by the Departmental Representative. Distribute all correspondence related to this project as directed by the Departmental Representative. Do not correspond directly with the other project stakeholders unless directed by the Departmental Representative.

All communications must carry the Contract name/number, PWGSC Project title and PWGSC Project number. The date format will be month, dd, yyyy (e.g. July 23, 2013).

### **3.4 MEDIA RELATIONS**

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

### **3.5 PUBLIC RELATIONS**

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

### **3.6 REPORTING AND PROJECT SITE DOCUMENTS**

#### **3.6.1 MONTHLY REPORT**

The CMA shall prepare and submit a Monthly Report for the duration of the project. The monthly report shall be structured with separate sections to reflect the services provided under Advisory Services, Constructor Services, and Construction Management Services.

Within 30 calendar days of contract award, submit a sample of the CMA Monthly Report structure for review by the Departmental Representative. Resubmit as may be required for approval and acceptance. The structure of the report shall be used for all subsequent monthly reports.

The monthly report will accompany each application for CMA monthly payment. The CMA request for payment will not be approved unless the monthly report is attached. This report will provide a system for documentation, project monitoring, and reporting throughout project delivery for review and acceptance by the Departmental Representative.

The CMA Monthly Report shall include as a minimum:

- a) Advisory Services Report Section:
  - i. Scope section – including:
    - summary of project status
    - summary of advisory services provided during the month
    - construction implementation plan, including updates

- summary of project issues and highlights
  - ii. Cost Section – Refer to Required Services Sections,
  - iii. Time Section – Refer to Required Services Sections,
  - iv. Risk Section – Refer to Required Services Sections,
  - v. Quality – Refer to Required Services Sections
  - vi. Construction Monitoring Section - Refer to Required Services Sections.
- b) Construction Management Services Report Section: (This section reports only on construction work delivered by the CMA)
- i. Invoicing Summary,
  - ii. Billing section broken down by tender package and then itemized by trade,
  - iii. Identify all expenditures to date (including all change orders) in a form that compares the original budgets for each trade with the expected costs, including contingencies,
  - iv. Health & Safety section – Refer to Required Services Sections,
  - v. Construction Monitoring Section - Refer to Required Services Sections.
- c) Constructor Report Section:
- i. Health and Safety Section – Refer to Required Services Sections,
  - ii. Updated incident report log,
  - iii. List of requests for site access.

### **3.6.2 SITE DOCUMENTS**

Where the CMA is responsible for implementing Work (Construction Management Services, Section 4.2), maintain at the Project Site, on a daily basis, records of all necessary contracts, samples, purchases, materials, equipment, operating and maintenance manuals and instructions, and other Work related documents, including revisions thereof. These site documents are to be made available to the Departmental Representative at all times.

### **3.7 ACCEPTANCE OF DELIVERABLES**

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

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

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

### **3.8 PROJECT PROCEDURES MANUAL**

The CMA shall develop a Project Procedures Manual (PPM) in consultation with the Departmental Representative for the execution of key Project activities. The PPM will provide a clear description of procedures, roles, responsibilities, levels of authority and information systems for execution of the Project, including details of the processes and sample forms. The PPM shall be structured with separate sections to reflect the services provided under the three services categories: Advisory Services; Construction Management Services; and Constructor Services.

The PPM will include the processes and methods to:

a) Advisory Services Section:

- i. Prepare, update, monitor, and maintain the Cost Plan, Expenditures, Change Orders and Cash Flow, including changes in construction contingency - (refer to Section 4.1.5)
- ii. Prepare, update, monitor, and maintain the Construction Implementation Plan - (refer to Section 4.1.4)
- iii. Prepare, update, monitor, and maintain the Master Project Construction Schedule
- iv. Updates on the project risks – (Refer to Section 4.1.7)
- v. Manage communications between Project Team participants based upon the documented roles, responsibilities and authority of Team members, and maintain a listing of meetings, frequency, type, etc.
- vi. Manage correspondence, reports and performance records
- vii. Distribute correspondence electronically by email

b) Construction Management Services Section:

- i. Maintain Project records
- ii. Implement a quality assurance program
- iii. Provide billing section broken down by tender package and then itemized by trade

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- iv. Identify all expenditures to date (including all change orders) in a form that compares the original budgets for each trade with the expected costs, including contingencies
  - v. Prepare, review, and submit Shop Drawings
  - vi. Document the process for reviews and approvals of Tender Package Contracts and change orders
  - vii. Maintain an issue and decision log (refer to section 4.7) during the construction of the entire project, recording participants, date and place of all decisions affecting schedule, budget, scope, or quality
- c) Constructor Services Section:
- i. Prepare, update, monitor, and maintain the Site Specific Health and Safety plan
  - ii. Prepare, update, monitor, and maintain the Site orientation and training plan
  - iii. Prepare, update, monitor, and maintain the Incident response and reporting procedures
  - iv. Prepare, update, monitor, and maintain the Site Security and Site Access Control processes and procedures

### **3.9 MEETINGS**

The following regular meetings will be arranged during the course of this project. Refer to Required Services (RS) Sections 4, 5, & 6 of this document for the frequency and timing of meetings. Other non-regular meetings will be required as indicated in RS Sections. Unless specifically noted, all meetings will be four hours duration.

#### **3.9.1 CORE TEAM PROJECT MEETINGS**

The Departmental Representative will chair these meetings to coordinate and direct the activities of the Project. These meetings will be held at the offices of PWGSC in downtown Ottawa. The A&E Consultant will record and distribute minutes.

These meetings will vary in accordance with the stage of the project and usually includes the Departmental Representative (and other team members), representatives from the client / users, the CMA, and the A&E Consultant. Other Construction Management team members shall participate as required and according to the work / issues in question.

The purpose of these meetings is to:

- a) Monitor the progress of the project against project objectives and requirements;

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- b) Monitor the progress of the project against the accepted project scope, cost and schedule;
- c) Ensure communication between all participants and deal with special problem issues;
- d) Ensure coordination with the building occupants; and,
- e) Ensure coordination of commissioning and construction activities with the client / users and with PWGSC Property Manager.

### **3.9.2 PROJECT DESIGN MEETINGS**

The CMA shall attend all project design meetings including those dedicated to the exterior rehabilitation work and those dedicated to the minor interior works. The Departmental Representative will chair these meetings to coordinate and direct the activities of the Project. These meetings will occur at the offices of PWGSC in downtown Ottawa at a frequency as outlined in the Required Services (RS) sections of the contract.

The A&E Consultant will prepare and distribute meeting minutes, as well as create and maintain a list of outstanding action items and outstanding issues, and include these lists in the distribution of the meeting minutes. The CMA shall review, provide comment as required, and follow-up on any action items or outstanding issues assigned to the CMA.

Attendance at these meetings will include the Departmental Representative (and other PWGSC team members), the A&E Consultant, sub-consultants as required in accordance with the work in question, and the CMA. Representatives from the client / users may attend some meetings at the invitation of the Departmental Representative when deemed appropriate.

The purpose of these meetings is to:

- a) Monitor the progress of the project design against project objectives, scope, cost and schedule;
- b) Ensure communication between all participants;
- c) Address special problem issues;
- d) Ensure effective quality assurance and coordination; and,
- e) Ensure design coordination of all disciplines.

### **3.9.3 CONSTRUCTION MEETINGS**

During construction, the CMA shall attend all construction meetings, to be held either at the construction site or at the offices of PWGSC in downtown Ottawa and at a frequency as outlined in Required Services (RS) Sections of this Terms of Reference document. The CMA shall chair all construction meetings, including construction meetings for the exterior envelope rehabilitation work being undertaken by the separate general contractors. The CMA shall record the issues, risks and decisions; and prepare and distribute minutes within two

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working days of the meeting. The CMA shall revise the construction meeting minutes as required based on comments from the project team, and follow-up on any action items or outstanding issues assigned to the CMA.

The purpose of the construction meetings is to:

- a) Monitor the progress of the work against drawings, specifications and schedule;
- b) Ensure communication between all participants;
- c) Deal with site related issues;
- d) Ensure effective site related issues coordination with building occupants;
- e) Ensure site coordination of all disciplines;
- f) Ensure coordination of construction and commissioning activities with PWGSC Property Manager and occupants; and,
- g) Monitor status of changes, shop drawings, tests, ample submissions, and remedial action for deficient work.

### **3.9.4 TECHNICAL AND SUBMISSION MEETINGS**

Throughout the project, there will be a number of Technical and Submission meetings at a frequency as outlined in RS Sections of this Terms of Reference document. Meetings will occur at the offices of PWGSC in downtown Ottawa. The CMA shall attend all such Technical and Submission Meetings, review the meeting minutes, provide comment as required, and follow-up on any action items or outstanding issues assigned to the CMA. The A&E Consultant will chair and minute these meetings.

These meetings will include:

- a) **Technical meetings** will require the presence of the CMA, the A&E Consultant, key specialists and disciplines relevant to the topic, and PWGSC.
- b) **Submission meetings/presentations** will require the attendance of the A&E Consultant and key Sub-Consultants as well as the CMA. These meetings/presentations are intended for stakeholder and upper management engagement.
- c) **Quality Assurance Design Review (QADR)**. These meetings will follow all major Consultant submissions, typically not more than four weeks following the submission date. At these meetings, all design review comments provided by the various project stakeholders will be reviewed. Attendance of the CMA, A&E Consultant, key Sub-Consultants, and relevant disciplines will be required.

### **3.9.5 WORKSHOPS**

At various stages of the project, workshops will be arranged by the Departmental Representative. These workshops will be focused working sessions intended to address

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specific technical topics and design approaches, project implementation strategies, and/or particular project challenges. Attendance at these workshops/meetings will include the Departmental Representative (and other PWGSC team members), CMA, A&E Consultant, key Sub-Consultants, representatives from the Client/Users when required, and in some instances third party experts as invited by PWGSC. These various workshops will occur at a frequency as outlined in RS Sections of this Terms of Reference document.

- a) **Constructability Workshops:** The CMA shall organize and lead the Constructability Workshops. The CMA shall take an active lead role during these meetings to address the following subjects: constructability, implementation plan including site constraints, scheduling and cost implications. The CMA shall produce a Constructability Review Report for each workshop, documenting all issues identified, options and recommendations on resolution of issues, decisions taken, and any outstanding issues to be actioned. The report shall be issued within five working days of the workshops. These will be full day workshops and will occur during Design Development and Construction Document stages.
- b) **Value Engineering Workshops:** The Value Engineering Workshops will be organized and chaired by an independent third party entity retained by PWGSC. The CMA shall participate in the Value Engineering Workshops and will take an active role during these workshops to address the following subjects: alternate construction means and methods, alternative implementation plans including site constraints, scheduling, and cost implications. These will be full day workshops and will occur during Design Development and Construction Document stages.
- c) **Seismic Design Workshops:** During Schematic Design and Design Development, seismic design review workshops will be arranged and chaired by the Departmental Representative. These workshops will be focused working sessions intended to address specific seismic design topics and design approaches. Attendance at these workshops will include the Departmental Representative (and other team members), CMA, A&E Consultant, key Sub-Consultants, and 3<sup>rd</sup> party Seismic experts as invited by PWGSC. These will be half day workshops and will occur during Design Development and Construction Document stages.
- d) **Cost & Schedule Coordination Workshops:** During Design Development and Construction Documents, the project budget and schedule are to be updated based on the current level of design development and documentation. Cost and schedule coordination workshops will be arranged and chaired by the Departmental Representative and will involve a page turn of the current design or construction documents, intended to ensure a common understanding of the documents for the purpose of obtaining accurate budget costing and schedule updates. Attendance at these workshops will include the Departmental Representative (and other team members), CMA, A&E Consultant, key Sub-Consultants, and PWGSC SC & CC. These will be full day workshops and will occur during Design Development and Construction Document stages.

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- e) **Risk Management Sessions:** The CMA shall participate in half day Risk Management sessions, which shall be held at approximately six (6) month intervals throughout the entire project life cycle. These will be half day sessions arranged and chaired by the Departmental Representative.
- f) **Lessons Learned Workshops:** The CMA shall participate in half day Lessons Learned Workshops, arranged and chaired by the Departmental Representative. The A&E Consultant will record all issues and lessons learned as well as prepare and distribute lessons learned documentation.

There will be Lessons Learned Workshops during both Design and Construction stages of the project.

- i. Design Stages: During the design stages of the project there will be Lessons Learned Workshops focused on incorporating lessons learned from previous similar projects on Parliament Hill, as well as lessons learned through screening and investigation activities conducted during the design stages.
  - ii. Construction Stages: Construction will be executed in separate construction sub-phases, each with a unique set of construction documents. This will allow the lessons learned from each construction sub-phase to inform the subsequent construction document packages. The intent is to document lessons learned from issues realized during construction and use them to inform design and construction documents for future construction sub-phases.
  - iii. At Project Completion: At completion of construction sub-phase 3, there will be a final lessons learned workshop incorporating and updating all lessons learned throughout the entire project.
- g) **Move Sequence Strategy Workshops:** The purpose of these workshops is to develop a move sequence strategy for the occupants of the building to empty and isolate areas of the building to facilitate construction activities throughout the construction phases. The requirement is to sequentially vacate offices in areas directly affected by the exterior rehabilitation work. These workshops will be attended by the A&E Consultant key resources, PWGSC, CMA, and Client / User representatives.

### **3.9.6 PARTNERING AND TEAM BUILDING SESSIONS**

PWGSC intends to create a partnering culture for both the design phase and construction phases of this project. Partnering is a collaborative, team-building process, based on improving communication and understanding among the project stakeholders to reach a common goal. While this contract establishes the legal obligations of the parties, the partnering process strives to establish positive working relationships, which will maximize the benefits to the project from the knowledge and experience of all stakeholders, while at the same time allowing all stakeholders to maximize their benefits from the project. A successful partnering process leads to improved effectiveness, quality, timeliness and team morale.

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Members of the CMA, including senior management representatives of the firm, will be required to attend these partnering sessions. Representatives of PWGSC, Client/Users, the Consultant, and others will also attend the partnering sessions.

PWGSC will employ and pay a third party as facilitator for these sessions.

A one (1) day design partnering workshop will be arranged during the design phase and three (3) separate one (1) day sessions will be arranged during the construction stage, one each to coincide with the start-up of each construction sub-phase. These workshops will occur in the National Capital Area.

## **REQUIRED SERVICES**

### **4 CONTRACT- REQUIRED SERVICES**

The Required Services identified herein are applicable to the entire scope of work associated with this project including the major exterior rehabilitation work as well as the minor interior work and common division 1 work.

The CMA shall provide the following services:

#### **4.1 ADVISORY SERVICES**

##### **4.1.1 GENERAL REQUIREMENTS**

Advisory Services are required throughout the design stage of the project, including Schematic Design and Design Development, as well as Construction Documents for the first sub-phase of construction, and Tendering of those construction documents.

The CMA shall provide Advisory Services to the Project team including;

- a) Acquaint PWGSC and other members of the design team with the labour conditions and supply issues applicable for the duration of the Project.
- b) Assist in providing liaison and coordination among government authorities, utilities and other authorities having jurisdiction.
- c) Provide advice on separation of Work packages and sequencing of design work to effectively meet schedule and cost objectives.
- d) Provide design input and implement constructability reviews.
- e) Provide all necessary personnel, in addition to the key personnel, required to perform the Services and duties identified in these Terms of Reference for the Project.
- f) Ensure continuity of key personnel.
- g) Maintain and ensure the required workforce to provide the required services subject to this Contract.
- h) Have an in-depth understanding of the project requirements, including scope, budget, and scheduling objectives and related obligations as described in these Terms of Reference.
- i) Work constructively to ensure a collaborative and cooperative team approach with knowledgeable and timely input and contribution by all project team members.
- j) Communication: The Departmental Representative has developed a Communications Protocol for the project which will govern all project communications. The CMA will adhere to the established communication protocol.

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- k) Coordinate with the A&E Consultant during Construction Documents preparation, providing advice and input on documenting contractual requirements to minimize potential cost and schedule impacts in performing work.
- l) At the request of the Departmental Representative, provide review and advice on claims for a change in trade contract price, and provide written opinion of fairness and reasonableness of such claims.
- m) Interface with the general contractors performing the exterior rehabilitation work and report to PWGSC with informed recommendations regarding work progress, performance, and cost & schedule risks.

**4.1.2 ADVISOR TEAM KEY-PERSONNEL**

The following Key-Personnel shall form the core of the CMA's Advisor team:

- a) Project Manager: This person will be the team leader for the CMA and will coordinate all CMA personnel in the delivery of services as outlined in these Terms of Reference. This person will also provide the majority of the Advisory services as outlined herein.
- b) Site Superintendent: This person will be required to provide construction experience related Advisory Services associated with Constructability review of Consultant submissions, input on Risk Management, input on the Construction Implementation Plan, and other advice where direct construction experience is of value.
- c) Scheduler: This person will be primarily responsible to provide the "Time Services" outlined in these Terms of Reference, including providing advice where direct construction schedule experience is of value.
- d) Estimator: This person will be primarily responsible to provide the "Cost Services" outlined in these Terms of Reference, including providing advice where direct construction estimating experience is of value.

Other CMA personnel not specifically identified herein and which are necessary to perform the required services outlined in these Terms of Reference shall also be provided by the CMA.

**4.1.3 PROJECT RESPONSE TIME**

It is a requirement of this contract that the Key-Personnel of the CMA are personally available to attend meetings or respond to inquiries promptly. During the project, the CMA's Key-Personnel involved in an Advisory role shall be available to attend meetings and respond to inquiries within one working day notice.

#### **4.1.4 CONSTRUCTION IMPLEMENTATION PLAN**

The CMA shall develop and maintain the Project Construction Implementation Plan which outlines how the work is to be sequenced and implemented. This document will form the strategy for implementing all construction activities on the project. The CMA will work closely with the A&E Consultant, PWGSC, and other project stakeholders as required to develop the Project Construction Implementation Plan. This plan is to include, as a minimum:

- a) Construction Site Plan, including site hoarding plans, lay-down areas, personnel access plan, material flow plan, and all other logistics associated with the design and management of the construction site.
- b) Traffic Management Plan addressing vehicular and pedestrian traffic flow in and around the construction site, including coordination with traffic plans generated by adjacent construction projects. Submit a draft plan for each of the construction sub-phases for review and approval by the Departmental Representative, at least 6 months prior to the start of construction for each sub-phase. Revise and resubmit as required for approval. For further details refer to Section 6.5.
- c) Phased construction sequence to distribute the work between the three exterior rehabilitation construction sub-phases as well as to coordinate the minor interior work.
- d) Tender package division required to facilitate the phased construction sequence and to support the logical separation of work packages between the three general contractors and the CMA under the Construction Management Services mandate.
- e) Occupant move sequence coordination.
- f) Interior hoarding plan in coordination with the occupant swing move sequence and the phased construction sequence.
- g) Site access control and security plan. For further details, refer to Section 6.4.
- h) Occupant requirements.
- i) Coordination with other construction activities, including all work being undertaken by the CMA under Construction Management Services, as well as any other work being carried out at the East Block building (interior and exterior) and other construction projects occurring on Parliament Hill.

#### **4.1.5 COST SERVICES**

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

The CMA shall be responsible for providing independent construction cost estimating services for the project with input from the A&E Consultants, PWGSC and the PWGSC third

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party Cost Consultant. The CMA shall also provide Advisory services for analysis of all cost estimates submitted by consultants, and all change order costs submitted by contractors engaged by PWGSC to implement the work.

The CMA shall provide costing and cost control services for all aspects of the Project and Work through to completion of the Contract. These services shall include as a minimum:

- a) Review and provide written comment on the cost estimates submitted by the Consultants. Provide input and advice, and participate in reconciling Consultant estimates with the Project Budget.
- b) Submit monthly cost reports - (Refer to Section 4.1.5.2).
- c) Establish a cost control program and prepare and keep an updated projected construction cash flow for the Project, based upon reconciled estimates.
- d) Within the limits of the Estimated Construction Cost, establish estimates for work packages, as well as make and document assumptions for work not yet defined. Submit to the Departmental Representative for review. Update and refine the estimates for the approval of the Departmental Representative. The intent is to ensure that at all times during the Project, a comprehensive construction estimate is in place which includes all aspects of the Project, even those which are not fully developed and/or which have not yet been assigned to any specific work package.
- e) Co-operate and coordinate all budget and estimating information with PWGSC's Cost Consultant, retained by Departmental Representative as an independent, third party Professional Quantity Surveyor, and respond to questions by the Cost Consultant.
- f) Discuss and provide opinions on such matters as inflation, union agreements, market conditions, risk contingencies and the like with the Departmental Representative and the PWGSC's Cost Consultant. Such discussions shall be considered to form part of the cost estimating process. Document allowances arising as part of the cost estimates.
- g) Review all information provided and visit the Work as required throughout the course of Contract in order to become knowledgeable and familiar with the site conditions, site access, on-site progress, etc. Analyze local labour and material supply conditions, as well as local bidding practices and competition, in order to establish pricing levels. A written monthly report detailing this reconnaissance activity is to be included in the CMA's monthly report to PWGSC.
- h) Inform the Departmental Representative and A&E Consultant in writing immediately of any project specific issues arising. Recommend actions to ensure the Project remains within the estimated Construction Cost.
- i) Incorporate a broad range of cost techniques into the cost estimating process and cost estimates, especially the following:

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- i. Risk Analysis: All construction estimates (except the final pre-tender estimate) shall include and identify design, estimating, inflation escalation and currency exchange risk allowances as are deemed necessary in light of the current information available.
- ii. Life Cycle Costing: Advise the A&E Consultant of the life cycle cost information for alternative materials, methods and systems. Use all available information to ensure that the Project Estimated Construction Cost (upon which design and construction decisions will be made) is respected.

#### **4.1.5.1 CASH FLOW FORECAST**

Provide and maintain an accurate cash flow forecast for the Construction Work, based upon the Project Schedule and the Project Estimate at each stage of the project. Budget forecast shall forecast all project expenditures on a rolling 12 month basis (I.E. the 12 months following the current month) and on an annual basis by fiscal year for the remaining full project duration. The Cash Flow Forecast shall also track and record actual project expenditures on a monthly basis and report on variance between forecast and actual amounts.

Accuracy, predictability and stability of the forecast, both multiyear as well as monthly within the current year is of prime importance. The CMA shall implement an effective system to ensure the yearly forecasts (and variances) are as accurate as possible. The expected accuracy for the CMA's forecast shall see yearly forecasted expenditures within 20 % of actual total expenditures calculated end of March for the same fiscal year. On December 1 of each year, the CMA shall forecast current year expenditures to end of fiscal year (March 31<sup>st</sup>) within 5 % of actual expenditures calculated end of March of the fiscal year.

The cash flow expenditures shall be detailed and broken down with key line items as agreed with the Departmental Representative for a monthly review.

#### **4.1.5.2 COSTING SERVICES DELIVERABLES**

Prepare a draft cost report and submit to the Departmental Representative for review and acceptance within 10 weeks of contract award to establish the content and format of the monthly costing reports going forward. Revise as required, incorporating comments from the Departmental Representative. The draft costing report will include the initial breakdown of the construction budget identifying a budget for each tender package with each having a separate line for construction contingencies. Include all applicable fees.

Submit a monthly costing report outlining the costing activities during the previous month, highlighting any areas of concern and new information received etc., along with forecast and proposed construction estimate revisions and changes to construction contingencies. Include, as separate cost categories, the CMA's fixed fees and percentage fees associated

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with the three service categories identified in this TOR (Advisory Services, Construction Management Services for common Division 1 and minor works, and Constructor Services).

Each monthly costing report shall be based on the previous report and will provide the Departmental Representative with up to date information on all aspects of the construction estimate and the CMA's fees. Indicate all costs committed and expended to date and provide explanation for variance between actual costs and forecast for previous month. Identify for each Work package, the original estimate amount, the contract amount, the contingency, the breakdown and total of approved change orders, estimated amounts on contemplated change orders, the revised contract amount, the total cost anticipated, and the cost to complete the Project.

The monthly costing report from the CMA shall contain, as a minimum:

- a) Narrative.
- b) Elemental or other format Estimate Summary.
- c) Estimate Back-up Detail.
- d) Basis for escalation, inflation and contingency calculations.
- e) Detailed measurement and pricing.
- f) Outline description of estimate basis.
- g) Description of information obtained and used in the estimate.
- h) Listing of notable exclusions; listing of items/issues carrying significant risk.
- i) Reconciliation against the previous submission.
- j) Cash Flow Forecast Report.

#### **4.1.6 TIME SERVICES**

Schedule requirements are another major driver for the East Block rehabilitation project. Planning and scheduling is a continuous interactive and iterative process involving planning, action, measurement, evaluations and revision. The CMA is responsible for creating and managing the Master Project Construction Schedule. The CMA is also responsible to incorporate the Consultants Design Schedule, the minor interior works construction schedules, occupant swing move schedule, BCC Schedule, and schedule inputs from PWGSC into the Master Project Construction Schedule.

PWGSC has retained an independent, third party Scheduling Consultant to assess all Schedules and to develop a Client Master Schedule trending analysis. Co-operate and coordinate all planning and scheduling information with PWGSC's Scheduling Consultant and respond to questions by the Scheduling Consultant. Update the Master Project Construction Schedule as required to reflect PWGSC's Scheduling Consultant comments.

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The CMA shall, as a minimum:

- a) Prepare, monitor, update, and maintain the Master Project Construction Schedule for the duration of the Contract. The schedule is to be prepared including identification of all task dependencies, and task resource responsibilities. A first draft of this schedule is required 30 calendar days from Contract award for review and acceptance.
- b) Following consultation with the Project team, incorporate the sequence and timing of the required basic program decisions, including design time, documentation, bid calls, bid evaluations, contract awards and on-Site construction activities and commissioning into the Schedule. The CMA shall also revise, monitor, update and submit the Master Project Construction Schedule monthly for review.
- c) Finalize the Master Project Construction Schedule for the approval of the Departmental Representative. Break down the Schedule into individual networks and tasks for each package of Work in the Project. Indicate the sequence and timing for the construction operations and the milestone completion dates for the Work packages.
- d) Identify items or processes where long lead times are required and that could jeopardize the Project. Assist PWGSC in implementing procurement methodologies to ensure timely delivery to meet the Schedule and cash flow requirements. On a monthly basis, assess the risk to the Project Schedule for late deliveries.
- e) Incorporate the Departmental Representative approved construction schedules for the minor interior construction work and update the Master Project Construction Schedule.
- f) Incorporate the Occupant move sequence schedule including all revisions thereof during the life of the project and update the Master Project Construction Schedule.
- g) Provide a rolling 6 week look-ahead schedule outlining the key project activities and deliverables for the coming 6 week period. Update and submit this look-ahead report every two weeks to align with project meetings.
- h) Working with the Departmental Representative, create a schedule cash flow for each budget cost element of the project developed under Section 4.1.5 “Cost Services” applied against the Master Project Construction Schedule. The schedule cash flow shall reflect planned, actual, and forecast cash flow of the project, and shall be a comprehensive cash flow derived from all cost contributors to the project. Update monthly using current costing data provided by the cost contributors against schedule progress to enable a monthly Earned Value analysis.

#### **4.1.6.1 TIME SERVICES DELIVERABLES**

The CMA shall:

- a) Prepare, revise, monitor and update on a monthly basis a detailed Master Project Construction Schedule.

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- b) Review, provide written comment on, and incorporate the Consultant's Design Schedule, including all revisions and updates thereof on a monthly basis, into the CMA's Project Construction Schedule.
- c) Respond in writing to comments from the Departmental Representative and/or the PWGSC Schedule Consultant and update the Project Construction Schedule accordingly.
- d) Upon review and acceptance by the Departmental Representative of the Master Project Construction Schedule, monitor changes to the Schedule twice monthly (mid-month and month end) or more often when required, and submit written monthly reports to the Departmental Representative on any deviations from the Schedule. The monthly report shall include a written narrative summarizing the CMA's analysis of the project schedule, highlighting the status of the current schedule against the baseline schedule, identifying any significant issues or concerns, and any recommended mitigation strategies.
- e) Provide a Schedule Cash Flow, updated monthly to reflect actual costs against schedule progress.
- f) Provide rolling 6 week look-ahead schedule, revised and submitted every two weeks for the duration of the Contract.

#### **4.1.7 RISK MANAGEMENT SERVICES**

Provide support to the Departmental Representative in identifying risks throughout the Project life cycle, providing input to, and assessment of, the Project Risk Management Plan. Provide the Departmental Representative with written comment on the Project Risk Management Plan during the Contract. The CMA shall:

- a) Review, comment, and advise on the PWGSC Project Risk Management Plan, and the Risk Register, including all revisions and updates thereof. This is to be submitted eight weeks after contract award.
- b) Participate in risk management sessions organized by the Departmental Representative, twice annually over the duration of the Base Contract. All CMA senior team members shall participate in each risk session. Allow a half day (4 Hours) for each risk session.
- c) Advise on project risks specific to the project and recommend mitigation options to the Departmental Representative.
- d) On a monthly basis, and as part of the CMAs monthly report, identify any new risks arising, as well as identify risks that are no longer relevant.

##### **4.1.7.1 RISK MANAGEMENT SERVICES DELIVERABLES**

The CMA shall:

- a) Provide a narrative update of Project risks in each monthly report.
- b) Participation in risk workshop sessions, twice annually for the duration of the contract. Provide written comment on the PWGSC Project Risk Management Plan, and the Risk Register, including all revisions thereof.

#### **4.1.8 QUALITY CONTROL & QUALITY ASSURANCE**

##### **4.1.8.1 DEFINITIONS**

**Quality Assurance (QA)** is a set of activities whose purpose is to demonstrate that an entity meets all quality requirements. This is done by adopting a standard set of processes and QA techniques such as review, training, facilitation, etc. It is primarily defect prevention.

**Quality Control (QC)** is a set of activities whose purpose is to ensure that all quality requirements are being met. This is defect detection, and is done by testing. Quality Control is mainly an inspection function. Quality assurance is an audit function.

##### **4.1.8.2 QUALITY CONTROL AND QUALITY ASSURANCE SERVICES**

The CMA shall be responsible for QA and QC for all services being provided by the CMA under this contract. Additionally, the CMA shall advise PWGSC on the required elements for the general contractor's Quality Control Plan.

The CMA shall:

- a) Advise and assist the Departmental Representative and the A&E Consultant in defining a Quality Management System specification for inclusion in the tender documents for each construction contract.
- b) Develop, maintain, and implement a Quality Management Plan to govern delivery of all CMA Required Services under this contract.
- c) Apply quality assurance processes and quality control reviews in accordance with the Quality Management Plan (QMP) to the CMA's services and deliverables required under this contract.
- d) Address all quality issues pertaining to the CMA deliverables under this contract. This shall be addressed in accordance with the related impact to the Project. Revise and resubmit affected deliverables to the satisfaction of the Departmental Representative.
- e) Report all non-compliance and quality control issues regarding delivery of the CMA's services and deliverables, including corrective actions taken, to the Departmental Representative on a monthly basis.

#### **4.1.8.3 QUALITY CONTROL AND QUALITY ASSURANCE DELIVERABLES**

The CMA shall:

- a) Prepare and submit to the Departmental Representative (within thirty (30) days of award of contract) a QMP outlining the Quality Assurance and Quality Control processes and procedures for the CMA's Services under this contract. The CMA's QMP shall include as a minimum:
  - i. Identification and definition of the CMA's key services, activities, and deliverables under this contract.
  - ii. Description of the Quality Assurance processes that will be employed by the CMA and when they would apply.
  - iii. Description of the Quality Control techniques that will be employed by the CMA and when they would apply.
  - iv. Description of internal controls, methodologies and procedures to be utilized to ensure high quality deliverables.
- b) Provide a monthly quality report outlining QA/QC activities undertaken during the month, all non-compliances identified, and the corrective measures taken. Include this quality report as a subsection in the CMA's monthly project report.

#### **4.1.9 CONSTRUCTION HEALTH AND SAFETY PLANNING**

The CMA shall provide advice and input in the development of Division 1 specifications for the Construction Health and Safety (H&S) requirements for the project. The specification shall clearly delineate the Construction H&S roles and responsibilities to ensure coordination between the CMA (performing services as Advisor, Constructor, and Construction Management Services under this contract), and the third party contractors engaged to perform the work.

#### **4.1.10 REVIEW OF DESIGN AND CONSTRUCTION DOCUMENTS**

The CMA shall perform a formal review of the following documents produced by both the exterior rehabilitation A&E Consultant and the interior works A&E Consultant, including revisions and re-submittals thereof. The CMA review is to focus on constructability, bid-ability, scope capture, cost, and design/document coordination. The CMA shall:

- a) Review and provide written comment on all design and construction document submissions released to the CMA. Documents are to be reviewed at Schematic design and updates, design development (50 %, 99 % and 100 %) and each construction documents package (66 %, 99 %, and tender ready).

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- b) Review all design and construction document submissions to assess the assignment of Division 1 work between the CMA and any other contractor's scope of work to ensure all required elements of Division 1 work are captured and properly coordinated between the separately contracted parties.
- c) Lead constructability review workshops with the project stakeholders and the A&E Consultant as outlined in this Terms of Reference.
- d) Take all reasonable measures to identify errors and omissions and to promptly advise the Departmental Representative of the same.
- e) Provide advice to the Departmental Representative, including the provision of expertise for constructability, bid-ability, construction methods, scheduling, cost control, coordination, construction phasing, site security, and site safety. Recommend alternative solutions whenever design details adversely affect construction feasibility, project budget, or schedules.
- f) Provide suggestions and/or alternatives for cost reductions or acceleration of the Project Schedule. Participate in value engineering and life cycle costing for options being considered, if requested by the Departmental Representative.
- g) Participate in Value Engineering workshops as outlined in sections 3.9.5.b) and 4.1.13 of this Terms of Reference. Provide advice and recommendations for the systems and methods being proposed as to their ease of installation, cost, availability, suitability, robustness, constructability, and make suggestions for potential alternatives.

**4.1.10.1 REVIEW OF DESIGN AND CONSTRUCTION DOCUMENTS DELIVERABLE**

- a) For each design and construction document package reviewed by the CMA, review and return one marked-up set of documents with detailed, written comments relating to the reports, drawings, details, specifications, etc. to the Departmental Representative with a copy to the A&E Consultant(s) within ten (10) working days of each design and construction document submission. All CMA review comments are to also be recorded in an electronic record document (MS Excel) in a format to be provided by the Departmental Representative.
- b) Provide a Constructability Workshop Report for each Constructability Workshop executed and lead by the CMA.

**4.1.11 CHANGES IN WORK**

Not used.

#### **4.1.12 OCCUPANT MOVES TO SWING SPACE**

The CMA is responsible to assist the Departmental Representative in the coordination of all swing moves of the East Block occupants. Services are to include:

- a) Participate in Move Sequence Strategy workshops at a frequency as outlined in these Terms of Reference.
- b) Provide advice regarding coordination between construction activities and occupants, affecting the areas to be vacated as well as the timing and sequence of occupant moves to facilitate construction activities.
- c) Coordinate an occupant swing move schedule with the Departmental Representative, the Occupants, and the A&E Consultant, and integrate into the Master Project Construction Schedule and the Construction Implementation Plan.

#### **4.1.13 MEETINGS**

The CMA shall attend and participate in meetings as outlined in Section 3 Project Administration at the frequency outlined herein:

- a) Core Team Project Meetings: Once every month for duration of the contract.
- b) Project Design Meetings: Once every two weeks for the duration of the contract.
- c) Construction Meetings: Once every two weeks during construction for all construction activities managed by the CMA under Section 4.2 of these Terms of Reference.
- d) Technical Meetings: A total of eight meetings as follows:
  - i. Two during Schematic Design.
  - ii. Three during Design Development.
  - iii. Three during Construction Documents for Sub-Phase 1.
- e) Submission Meetings / Presentations: A total of six meetings / presentations as follows:
  - i. One during Schematic Design.
  - ii. Three during Design Development.
  - iii. Two during Construction Documents for Sub-Phase 1.
- f) QADR Meetings: A total of six meetings as follows:
  - i. One during Schematic Design.
  - ii. Three during Design Development.
  - iii. Two during Construction Documents for Sub-Phase 1.
- g) Constructability Workshops: A total of six workshops as follows:

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- i. One during Schematic Design.
  - ii. Three during Design Development.
  - iii. Two during Construction Documents for Sub-Phase 1.
  
- h) Value Engineering Workshops: A total of six workshops as follows:
  - i. One during Schematic Design.
  - ii. Three during Design Development.
  - iii. Two during Construction Documents for Sub-Phase 1.
  
- i) Seismic Design Workshops: A total of three workshops as follows:
  - i. One during Schematic Design.
  - ii. One during Design Development.
  - iii. One during Construction Documents for Sub-Phase 1.
  
- j) Cost & Schedule Workshops: A total of six workshops as follows:
  - i. One during Schematic Design.
  - ii. Three during Design Development.
  - iii. Two during Construction Documents for Sub-Phase 1.
  
- k) Risk Management Workshops: Twice per year for the duration of the Base Contract.
  
- l) Lessons Learned Workshops: One workshop during the Base Contract.
  
- m) Move Sequence Strategy Workshop: A total of 19 workshops as follows:
  - i. Once per month (total of two) during Schematic Design.
  - ii. Once per month (total of eight) during Design Development.
  - iii. Once per month (total of nine) during Construction Documents for Sub-Phase 1.

## **4.2 CONSTRUCTION MANAGEMENT SERVICES**

### **4.2.1 GENERAL**

The CMA shall provide Construction Management Services for select minor works which may be required and which are not directly part of the East Block Envelope Rehabilitation work.

The CMA shall provide the Services and Work described in this section and shall coordinate and cooperate with all members of the Project team. The services described in this section are applicable only to the construction work undertaken by the CMA. These services apply

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equally throughout the contract whenever the CMA is engaged in performing, or directly subcontracting, construction work associated with this project.

The CMA is responsible to:

- a) Provide all necessary personnel to perform the Construction Management Services and duties identified in this TOR for the Project, either by assignment of qualified staff or by engagement of services contracted directly by the CMA.
- b) Ensure continuity of key personnel and maintain a dedicated working team for the duration of the Contract.
- c) Have an in-depth understanding of the project requirements, including; scope, budget and scheduling objectives, and all their obligations under this Contract.
- d) Work constructively to ensure a collaborative and cooperative team approach with knowledgeable and timely input and contribution by all project team members.

#### **4.2.2 PROJECT RESPONSE TIME**

For issues relating directly to the Construction Management Services being provided by the CMA, it is a requirement of this contract that the key personnel of the CMA are personally available to attend meetings or respond to inquiries promptly. During the contract, the CMA's Key Personnel responsible for Construction Management Services shall be:

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

#### **4.2.3 CONSTRUCTION SCOPE**

The CMA will be engaged to provide Construction Management Services, only for minor works which may be required and which are not part of the exterior envelope work being undertaken by the separate general contractors. The minor works to be undertaken by the CMA as a Construction Manager is comprised of a number of separate interior fit-up projects, as well as exterior masonry investigative openings, which will occur during the Senate summer recess period (July to mid-September) of each year of the contract. The minor works may also include site preparation work associated with Division 1 elements of the exterior rehabilitation work, such as site hoarding, site trailers, etc.

This work may include:

- a) Minor interior electrical upgrades.
- b) Minor interior fit-up work required to facilitate swing moves.
- c) Carpet replacement.
- d) Investigative masonry openings.

- e) Site preparation for the exterior rehabilitation work.

#### **4.2.3.1 CMA OWN FORCES**

The work eligible to be undertaken by the CMAs' own forces will be limited to the following:

- a) General labour associated with construction site maintenance and cleaning.
- b) General carpentry.

All other construction management work performed under this contract by the CMA will be subject to Section 4.2.5 "Tendering the Work".

#### **4.2.3.2 CONSTRUCTION WORK**

Relating only to the Construction Management Services being provided by the CMA, the CMA shall:

- a) Perform the role of "Constructor" as defined in the Occupational Health and Safety Act and Regulations for Construction Projects (Revised Statutes of Ontario, 1990 Chapter O.1, as amended).
- b) Be responsible for the development, coordination and management of all Work and services assigned to the CMA.
- c) Ensure the provision of all necessary equipment to the Project and all other resources required to perform all services assigned to the CMA.
- d) Procure, coordinate, administer and manage all construction Work and contracts assigned to the CMA.
- e) Prepare and execute contracts with the successful Subtrades so as to:
  - i. Coordinate and manage the respective contracts in an integrated manner to avoid any conflicts between the Work of any of the CMA's subtrades and/or the CMA's own forces, and the other general contractors engaged by PWGSC to undertake the main East Block Rehabilitation Work.
  - ii. Coordinate, manage and ensure completion of all the Work of each Subtrade tender package in strict adherence to the accepted drawings and specifications of each tender package, including all addenda and authorized change orders.
  - iii. Deliver the Work packages by the agreed upon completion dates.
  - iv. Develop and implement a procedure for review, certification, processing and payment of Subtrades in accordance with the terms and conditions of this Contract.

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- v. Schedule and conduct progress meetings, every second week, at which Subtrades, PWGSC and the CMA can jointly discuss such matters as procedures, progress, problems, risks and scheduling.
- vi. Provide timely response, based on related impact to Project, to correct issues as they occur.

#### **4.2.4 SITE CONSTRUCTION HEALTH AND SAFETY**

The Constructor shall be responsible for construction site health and safety as outlined in the Occupational Health and Safety Act and Regulations for Construction Projects. This shall include but not be limited to:

- a) Develop and implement a Health and Safety program including a Site Specific Hazard Assessment and Site Specific Safety Plan for all aspects of this Project. The Departmental Representative will review CMA's Health and Safety program including the Site Specific Hazard Assessment and Site Specific Safety Plan and provide comments to CMA within ten days after receipt of plan. The CMA shall revise the program as appropriate and resubmit to the Departmental Representative within seven days after receipt of comments. The Departmental Representative 's review of CMA 's final Health and Safety program should not be construed as approval and does not reduce the CMA's overall responsibility for construction Health and Safety.
- b) Implement a Site Specific Safety Plan on site.
- c) The Site Specific Safety Plan shall be based on a preliminary and ongoing hazard assessment of the Project to be performed. Update the Site Specific Hazard Assessment and Site Specific Safety Plan for each subsequent construction sub-phase, or as Site conditions or hazards change. Inform all persons on the Site of the change in conditions or hazards. Resubmit the updated plan to the Departmental Representative immediately.
- d) Develop an On-site Contingency and Emergency Response Plan that must address standard operating procedures to be implemented during emergency situations.
- e) Be responsible for health and safety of persons on site, safety of property on Site and for protection of persons adjacent to Site and environment to extent that they may be affected by conduct of Work.
- f) Comply with and enforce compliance by employees, contractors, and sub-contractors with safety requirements of Contract Documents, applicable provincial, territorial and local statutes, regulations, and ordinances, and with a Site Specific Hazard Assessment and Site Specific Safety Plan.
- g) Respond to any unforeseen or peculiar safety-related factor, hazard, or condition that becomes evident during performance of the Project, follow procedures in place for

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Employee's Right to Refuse Work in accordance with the Occupational Health and Safety Act and the Constructor's Health and Safety Program. Advise Departmental Representative verbally and in writing.

- h) Ensure applicable items, articles, notices and orders are posted in conspicuous location on Site in accordance with Acts and Regulations of Province having jurisdiction, and in consultation with Departmental Representative.
- i) Ensure that workers' exposure to biological or chemical agents is within acceptable health and safety limits. Minimize exposure by first, engineering controls, and lastly by administrative controls and personal protective equipment;
- j) Ensure that temporary ventilation or protection, as required for products utilized, is properly provided;
- k) Ensure that construction dust is minimized at all times such that workers and occupants are not adversely impacted by dust from construction activities within the building or on the site;
- l) Ensure that shop-drawing submissions include Manufacturers Standard Data (MSD) sheets.
- m) Ensure the full health and safety protection afforded to all visitors to the site, including workers, staff, contractors and the general public.
- n) Provide appropriate safeguards to ensure safe protection and security of materials and holdings on the site.
- o) Provide full time Services of a Health and Safety Officer, who will review and document Site conditions daily, throughout the implementation of the Project.
- p) Provide site specific occupational health and safety orientation sessions to all workers and visitors.
- q) Give precedence to safety and health of public and Site personnel and protection of environment over cost and Schedule considerations for Work.
- r) Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Departmental Representative. Provide Departmental Representative with written report of action taken to correct non-compliance of health and safety issues identified. Departmental Representative may stop Work if non-compliance of health and safety regulations is not corrected. Immediately escalate significant Health and Safety incidents to the Departmental Representative.
- s) Use powder actuated devices only after receipt of written permission from Departmental Representative. Blasting or other use of explosives is not permitted without prior receipt of written instruction by Departmental Representative.

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- t) Maintain on Site sufficient personal protective equipment to equip a minimum of ten (10) PWGSC visitors.
- u) Provide emergency response coordination and for responses to Site problems during working and non-working hours. In consultation with the Departmental Representative, establish a list of contacts for responses and communication. In the event of any problems, contact Departmental Representative immediately. In case of an emergency where the safety of persons or property is concerned, or Work is endangered by the actions of the subcontractors or other persons, take immediate action. If required, stop Work. In all situations, notify the Departmental Representative. Give immediate written notice to the subcontractor or other person of the hazard.
- v) Propane shall not be used on site. In isolated instances where propane is required, obtain written permission from Departmental Representative.
- w) Establish a joint health and safety committee on site as prescribed in the Occupational Health and Safety Act and Regulations for Construction Projects.

#### **4.2.4.1 CONSTRUCTION HEALTH & SAFETY DELIVERABLES**

As a separate section in the CMA's monthly report, submit to the Departmental Representative the following documents complete with monthly updates:

- a) Site Specific Health and Safety Plan and updates as necessary;
- b) Copies of reports or directions issued by Federal, Provincial and Territorial health and safety inspectors.
- c) Contingency and emergency response plans and updates as necessary.
- d) Copies of incident and accident reports
- e) Material Safety Data Sheets (MSDS)
- f) File Notice of Project (NoP) with Provincial authorities prior to commencement of Work. Provide a copy of the NoP to the Departmental Representative.
- g) Copies of ongoing WSIB coverage.

#### **4.2.5 TENDERING THE WORK**

##### **4.2.5.1 CONTEXT**

For construction work that is tendered by the CMA, it is most important that these selection processes for subcontractors are fair, open and transparent and that all qualified subcontractors have the opportunity to be considered for the construction Work. PWGSC believes that competitive bidding and open tendering processes will yield the best value at lowest cost for subcontracted Work.

#### **4.2.5.2 SCOPE**

- 1) Relating only to the Construction Management Services being provided by the CMA, when subcontracting for the construction the CMA shall:
  - a) In consultation with the A&E Consultant, prepare tender and contract documents that clearly set out the requirements for materiel and services;
    - i) Using standard construction industry documents, such as CCDC 11 - 1996 (R2006) Contractor's Qualification Statement, ensure that subcontractors in trades that are essential to the successful delivery of the Work, are pre-qualified prior to being invited to submit tenders;
    - ii) Submit a recommendation award to Departmental Representative prior to contract award.
  - b) Enter into contracts with qualified subcontractors who submit the lowest-priced compliant tenders. Note where appropriate, time and materials contracts are acceptable subject to Departmental Representative approval. Entry into subcontracts on a time and material basis is dependent on following the process outlined in this section and where an upset limit has been established. Upset limits do not preclude proper reporting procedures required by the Departmental Representative;
  - c) Manage subcontractors and ensure they provide the required services in a manner consistent with the terms and conditions of this Contract and achieve timely delivery of quality services at the lowest cost;
  - d) Establish quality and performance requirements and monitor subcontractor performance, including quality of deliverables, adherence to schedules and costs;
  - e) Provide for dispute resolution, initiation of subcontract amendments and payments;
- 2) Obtain open, fair and competitive bids for the subcontracts required for each portion of the Work in accordance with the following requirements:
  - a) Subcontracts estimated at less than \$25,000 including Harmonized Sales Tax, may be single-sourced to qualified suppliers only upon the written approval of the Departmental Representative.
  - b) For subcontracts estimated at less than \$100,000, including Harmonized Sales Tax, and upon the written approval of the Departmental Representative, the CMA may invite a minimum of 3 qualified suppliers to submit bids.
  - c) For subcontracts estimated at less than \$100,000, including Harmonized Sales Tax, the CMA, upon the written agreement of the Departmental Representative, may set aside the requirement to solicit a minimum of three bids if it has demonstrated to the satisfaction of the Departmental Representative, that less than three firms are capable of performing the Work.

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- d) For subcontracts estimated at \$100,000 or more, including harmonized sales tax, advertise publicly through Buy and Sell, in accordance with the following open bidding procedures:
  - i. The public advertisement shall include, at a minimum, a description of the nature of the Work to be performed, information regarding any technical requirements, financial guarantees or other documentation to be provided with the bid, the completion date for the Work, the address of the bid closing location and the final date and time for receiving bids, the identification of a contact point for obtaining bid documents and from which further information may be obtained, the date, time and place of the public opening of the bids.
  - ii. For subcontracts evaluated at over \$8,000,000, the time period for receipt of tenders shall be no less than 40 calendar days from date of publication of the notice.
  - iii. Tender documentation shall include all of the public advertisement information, as well as identification of the bid validity period, the criteria for awarding the contract including any factors other than price to be considered in the evaluation of bids, the terms of payment and any other terms or conditions.
  - iv. During the solicitation the CMA shall reply promptly to any request for bid documents or any reasonable request for relevant information made by a supplier participating in the tender. Information provided in response to questions during the tender period must be provided to all bidders.
  
- 3) The receipt and opening of bids and the awarding of contracts must be consistent with the following:
  - a) Bids must be opened in the presence of a least two representatives of the CMA, as well as a representative of Canada, all of whom will act as witnesses to the opening by verifying and signing the Record of Bids received.
  - b) Contracts shall be awarded in accordance with the requirements specified in the notices and bid documentation, and must be submitted by a supplier that complies with the terms and conditions of the bid documents.
  
- 4) The CMA shall, upon request, promptly inform in writing suppliers participating in the bid of decisions on contract awards. The CMA shall:
  - c) Seek pre-approval from the Departmental Representative for any deviation from the competitive subcontracting process and make the documentation available to PWGSC.
  - d) Demonstrate to the Departmental Representative that it has a competitive subcontracting process and a prequalification process, reflecting best industry practices.

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- 5) The CMA shall analyze the bids received and recommend awards to the Departmental Representative. The format of the trade contract award recommendation is the responsibility of the CMA, however, at a minimum; the recommendation must include copies of the following documents:
  - a) Prequalification Phase (if applicable) – copies of prequalification documents such as CCDC 11 - 1996 (R2006) Contractor's Qualification Statement or equivalent, the list of contractors submitting applications for prequalification and the results of the evaluation of prequalification submissions
  - b) Tender Phase: copies of all bids received, verification (e.g. a time stamp) that bids were received on time prior to the time scheduled for bid closing, a copy of the Record of the bid opening, properly witnessed, a copy of the Buy and Sell notice, or invitation to tender if the Work is valued at under \$100,000, a copy of all solicitation documents, a summary of all tenders received with bid amount breakdowns and totals, verification that bid security (if applicable) was provided with the bid, information on any tender qualifications or disqualifications; and identification of the supplier recommended for contract award
- 6) When the Departmental Representative approves the expenditure and the procurement process, the CMA shall prepare the subcontracts for execution. No award of subcontracts to a Subcontractor can proceed without an approved trade contract award recommendation.
- 7) The CMA, and anyone not at arm's length to the CMA, shall be ineligible to submit bids for any construction tenders issued for work tendered as part of the East Block Rehabilitation under construction sub-phases 1, 2 or 3 . For further clarity, the CMA will be deemed to have a Conflict of Interest that would prevent it from being eligible to submit bids for any tenders issued in connection with the Project. This does not limit the CMA's ability to use its own forces when permitted by the Departmental Representative.
- 8) Canada reserves the right to require the CMA to enter into subcontracts for the supply of services or materials with Subcontractors that have been prequalified by Canada for any component of the Work. Any such subcontract shall form part of the Cost of the Work. Refer to the table below.

#### **4.2.6 CONSTRUCTION MEETINGS**

Pursuant to Section 3.9.3 Construction Meetings, all construction meetings shall be chaired by the CMA. The CMA's key personnel engaged in delivering the Construction Management Services will attend all construction meetings. Participants shall include the key Construction Management staff and any of the CMA's key sub-trade contractors who may be invited on an as-needed basis to one or more meetings.

#### **4.2.7 CONSTRUCTION MONITORING**

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

Monitor progress on site and ensure coordination of trades and contractors. This shall include as a minimum:

- a) Coordinate with all Contractor personnel for on-site organization and lines of authority in order to carry out the Construction Management Services.
- b) Coordinate with all Contractor personnel to schedule and conduct progress meetings at which Subcontractors, PWGSC, the A&E Consultant and the CMA can jointly discuss such matters as procedures, progress, problems, risks, costs, and scheduling.
- c) Complete the Work according to the accepted construction documents, Project Schedule, and Project Estimated Construction Cost.
- d) As part of a comprehensive quality management process, provide daily inspection of all aspects of the Work, documenting matters for action or follow-up by sub-contractors, or referral to the Departmental Representative. Ensure the Work is constructed as specified. Use photographs to document issues and their correction.
- e) Monitor and document progress of sub-contractors and suppliers to ensure their actions on the Site do not compromise the Work. Refer any issues and related documentation (report with photographs) immediately to the Departmental Representative.
- f) Review the adequacy of the sub-contractors personnel and equipment and availability of material and supplies to meet the Schedule. Implement remedial action when requirements of a subcontract or the Project Schedule are not being met.
- g) Prepare and maintain a decision log recording all decisions affecting Schedule, construction estimates, scope, or quality, including dates, place, and participants. These records are to be made available to PWGSC at all times;
- h) Monitor and document all health and safety matters daily.
- i) Monitor and document deliveries to the Site.

#### **4.2.8 SUBCONTRACTOR'S CHANGES (NOTICES AND ORDERS)**

Relating only to the Construction Management Services being provided by the CMA, when a change to a subcontract is identified on site, the A&E Consultant shall prepare and issue a contemplated change notice (CCN). The CMA shall prepare a cost estimate breakdown and submit to the Departmental Representative and the A&E Consultant for review. The breakdown shall itemize all labour, material, plant, and equipment costs. Sub-contractor costs shall also be broken-down to itemize all sub-contracted labour, material, plant, and equipment costs.

It is the responsibility of the CMA to ensure that all prices included in the sub-contractor's breakdown, including the costs and mark-ups of sub-contractors, are fair and reasonable.

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

The CMA shall submit the firm pricing to the Departmental Representative and the A&E Consultant for final review. The A&E Consultant shall review the quotation and provide a recommendation to the Departmental Representative with respect to the fairness and reasonableness of the quotation. The Departmental Representative may request further breakdown and clarification of costs, until such time that the Departmental Representative is satisfied the quotation is indeed fair and reasonable.

Upon acceptance of the quote, a Change Order is prepared and issued by the CMA to the sub-contractor, with a copy to the Departmental Representative and the A&E Consultant.

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

#### **4.2.9 QUALITY CONTROL & QUALITY ASSURANCE**

In addition to the services being provided by the CMA under Section 4.1.8, the following outlines QC/QA services to be provided for the Construction Management Services being implemented under this contract. The CMA shall as a minimum:

- a) Ensure that quality assurance and quality control measures are implemented.

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- b) Arrange for testing services as required, which may include concrete testing, compaction testing, etc.
- c) Carry out Work using qualified licensed workers or apprentices in accordance with Provincial Act respecting manpower, vocational training, and qualifications.
- d) Permit employees registered in Provincial apprenticeship programs to perform specific tasks only if under direct supervision of qualified licensed workers.
- e) Determine permitted activities and tasks by apprentices, based on level of training attended and demonstration of ability to perform specific duties.

#### **4.2.10 AS-BUILT DOCUMENTS**

Relating only to the Construction Management Services being provided by the CMA, the CMA is to collect and turn over to the Departmental Representative at the end of each completed sub-contract a marked-up set of “As-Built” documents including drawings, specifications, shop drawings, and any other relevant project documentation. These As-Built documents are to be provided in both electronic PDF and one full size hard copy drawing set clearly indicating all deviations from the “Issued for Construction” drawings. The hard copy drawing set is to clearly indicate all deviations in red indelible ink.

#### **4.2.11 SHOP DRAWINGS**

The review of shop drawings by the Departmental Representative is for the sole purpose of ascertaining conformance with general concept. This review does not constitute approval by the Departmental Representative of the detail design inherent in shop drawings, responsibility for which shall remain with the CMA or sub-contractor submitting same, and such review shall not relieve the CMA or sub-contractor of responsibility for errors or omissions in shop drawings or of their responsibility for meeting the requirements of Contract Documents.

Relating only to the Construction Management Services being provided by the CMA, shop drawings shall be stamped “Checked and Certified Correct for Construction” by the CMA, and stamped “Reviewed” by the A&E Consultant before return to the sub-contractor.

The CMA shall:

- a) Prioritize the preparation and submission of shop drawings to ensure critical path of schedule is maintained.
- b) Submit for the Departmental Representative’s review, ten (10) copies of each shop drawing.
- c) Review, discuss, record problems and identify agreed remedial action.
- d) Provide and maintain a Shop Drawing Log to identify all required shop drawings and submittals, monitor and record the progress of shop drawing review, and record parties

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designated for action and follow up. A copy of the updated Shop Drawing Log is to be included in the CMA's monthly report.

- e) On completion of the project, forward reviewed/as-commissioned shop drawings to the Departmental Representative as part of the As-Built documents identified in section 4.2.10.
- f) Verify that shop drawings include the project number and are recorded in sequence.
- g) Do not commence manufacture or order materials before shop drawings are reviewed.

#### **4.2.12 SITE REVIEWS**

Relating only to the Construction Management Services being provided by the CMA, the CMA shall as a minimum:

- a) Conduct regular and frequent reviews of the work.
- b) Prepare lists of incomplete and deficient items.
- c) Schedule completion of these items with the Sub-trades and distribute all lists as appropriate.
- d) Arrange with the Departmental Representative for the issuance of necessary forms respecting interim and final completion of the Work undertaken by the CMA under this contract.
- e) Distribute interim and final completion certificates.

#### **4.2.13 SUSTAINABILITY AND ENVIRONMENTAL**

PWGSC will pursue a sustainability program for this Project under Green Globes for New Buildings and Retrofits (Green Globes) or an equivalent system. The A&E Consultant will incorporate sustainability requirements into the design. Relating only to the Construction Management Services being provided by the CMA, the CMA shall provide as a minimum:

- a) Advice on the source and availability of regional materials and materials with recycled content, including on-Site verification of same.
- b) A comprehensive waste management program for the Work.
- c) Site verification related to the use of acceptable materials, compiling and verifying MSDS sheets and WHMIS information.
- d) Monitoring and testing for indoor air quality during construction.

#### **4.2.14 WASTE MANAGEMENT**

Relating only to the Construction Management Services being provided by the CMA, the CMA shall as a minimum:

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- a) Prepare and submit to the Departmental Representative for review and acceptance, a waste reduction work plan.
- b) Ensure that the plan is in compliance with PWGSC guidelines and meets the requirements of local authorities having jurisdiction.
- c) Clearly outline the strategy and methodology for optimizing solid waste diversion from landfill and disposal of toxic or hazardous materials in the most appropriate manner.
- d) Include all related schedules outlining expected inventory targets and results required when waste audits are conducted.
- e) Include a non- hazardous solid waste reduction program for eliminating waste through reduction, reuse and recycling, including:
  - i. Requirements for sorting construction waste on site by types.
  - ii. A description of the most practical manner for recycling each individual material.
- f) Develop specific procedures for conducting waste management audits on site, including audit objectives, frequency, and format.
- g) Prepare written monthly reports containing records of waste disposal efforts, including:
  - i. A review of the implementation strategy.
  - ii. A review of sub-contractors disposal practices for paints, solvents and pressure treated wood scraps and other similar products or materials.
  - iii. A waste management audit indicating the degree to which recycling objectives are being achieved and recommendations for improvements if objectives are not being met.

#### **4.2.15 PROJECT SITE OFFICE**

For the duration of the Contract, there will be no Project Site Office required at the East Block building.

#### **4.2.16 COMMISSIONING**

Relating only to the Construction Management Services being provided by the CMA, the CMA shall coordinate with, and support, the PWGSC Commissioning Agent (Cx Agent) who will direct the commissioning process, or program of activities, for all of the Work that is reasonable and practical. The CMA must work in a collaborative and open manner in support of the PWGSC Cx Agent to successfully complete the commissioning process. For requirements and Specifications, refer to PWGSC Commissioning Manual available at:

<http://www.tpsgc-pwgsc.gc.ca/biens-property/sngp-npms/bi-rp/tech/miseenservice-commissioning/documents/manuel-manual-eng.pdf>

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The CMA shall:

- a) Ensure that all required commissioning activities as identified by the PWGSC Cx Agent are identified in the Project Schedule and in construction documents;
- b) Ensuring that information on labelling protocols, maintenance data requirements and protocols are relayed to the sub-contractors;
- c) Confirm that sub-contractors' Work is sufficiently complete to warrant inspection and testing by the A&E Consultant and for scheduling of the required inspections and tests;
- d) Ensuring that all test results, documents, and manuals are provided by sub-contractors, monitoring the A&E Consultant review process, and reporting to PWGSC on the progress of the commissioning effort;
- e) Directing sub-contractors to complete, repair, adjust or rebuild portions of the Work that do not meet the verification standards including monitoring deficiencies and ensuring that they are corrected;
- f) Ensuring that testing and commissioning of equipment is witnessed and inspected by the A&E Consultant and the required authority;
- g) Undertaking all actions required to close-out subcontracts including final warranty reviews and contract close-outs;
- h) Assisting in the labelling protocols by gathering all forms dealing with product information from various sub-contractors and reviewing and verifying that the information is correct. The physical labelling requirements are the responsibility of the sub-contractors;

#### **4.2.17 FIRE SAFETY REQUIREMENTS**

Relating only to the Construction Management Services being provided by the CMA, the CMA shall as a minimum:

- a) Comply with the National Building Code of Canada (NBC) for fire safety in construction and the National Fire Code of Canada (NFC) for fire prevention, fire fighting and life safety in building in use.
- b) Comply with the PWGSC, Fire Protection Standard, TBS Chapter 3-1 / CLC / NBC / NFC 2010 standards.  
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=17316>
- c) The PWGSC Departmental Fire Protection Coordinator (DFPC) is the fire safety officer authority representing PWGSC. Comply with all written notices from the DFPC.
- d) Welding and cutting: Before cutting and welding operations commence, issue hot work permits then continuously monitor all welding, soldering, grinding and/or cutting work.

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Store flammable liquids in approved CSA containers. No open flame shall be used unless permitted and authorized by the Constructor.

- e) At least 48 hours prior to commencing cutting, welding or soldering procedure, advise the Departmental Representative:
  - i. Notice of intent, indicating devices affected, time and duration of isolation or bypass.
  - ii. Completed welding permit.
  - iii. Return welding permit to Site Superintendent immediately upon completion of procedures for which permit was issued.
- f) A firewatcher shall be assigned when welding or cutting operations are carried out in areas where combustible materials within 10m may be ignited by conduction or radiation.
- g) Where work requires interruption of fire alarms or fire suppression, extinguishing or protection systems:
  - i. Provide watchman service, defined as individuals conversant with Fire Emergency Procedures, performing fire picket duty within an unprotected and unoccupied (no workers) area once per hour.
  - ii. Retain services of manufacturer for fire protection systems on daily basis or as approved by DFPC, to isolate and protect all devices relating to:
    - i) Modification of fire alarms, fire suppression, extinguishing or protection systems; and/or
    - ii) Cutting, welding, soldering or other construction activities, which might activate fire protection systems.
- h) Immediately upon completion of work, restore fire protection systems to normal operation and verify that all devices are fully operational.
- i) Inform fire alarm system monitoring agency and local Fire Department immediately prior to isolation and immediately upon restoration of normal operation.

#### **4.2.18 HAZARDOUS MATERIALS**

Relating only to the Construction Management Services being provided by the CMA, comply with the requirements of the Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and the provision of Material Safety Data Sheets (MSDS) acceptable to PWGSC Departmental Fire Protection Coordinator.

For work in occupied buildings, give the Departmental Representative 5 workdays notice for work involving designated substances (Ontario Bill 208), hazardous substances, and before painting, caulking, installing carpet or using adhesives.

#### **4.2.19 INTERACTIVE OPERATIONS AND MAINTENANCE (O&M) MANUALS**

Relating only to the Construction Management Services being provided by the CMA, the CMA is expected to manage the production of the interactive O& M manuals. Managing the process is included in the CMA's services but the cost of producing the manuals is included in the construction costs.

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

- a) Bind data in vinyl hard cover 3 "D" ring type loose-leaf binders for 212 x 275 mm size paper. Binders must not exceed 75 mm thick or be more than 2/3 full.
- b) Enclose title sheet labelled "Operation Data and Maintenance Manual," with project name, date and list of contents. Project name must appear on binder face and spine.
- c) Organize contents into applicable sections of work to parallel project specifications breakdown. Mark each section by labelled tabs protected with celluloid covers fastened to hard paper dividing sheets.
- d) Include following information plus data specified.
  - i. Maintenance instruction for finished surface and materials.
  - ii. Copy of hardware and paint schedules.
  - iii. Description: Operation of the equipment and systems defining start-up, shut-down and emergency procedures, and any fixed or adjustable set points that affect the efficiency of the operation. Include nameplate information such as make, size, capacity and serial number.
  - iv. Maintenance: Use clear drawings, diagrams or manufacturers' literature which specifically apply and detail the following:
    - i) Lubrication products and schedules.
    - ii) Trouble shooting procedures.
    - iii) Adjustment techniques.
    - iv) Operational checks.
    - v) Suppliers' names, addresses and telephone numbers and components supplied by them must be included in this section. Components must be identified by a description and manufacturers part number.
  - v. Warranties showing:
    - i) Name and address of projects.
    - ii) Warranty commencement date (date of Interim Certificate of Completion).
    - iii) Duration of Warranties.

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- iv) Clear indication of what is under warranty and what remedial action will be taken under warranty.
- v) Signature and seal of Guarantor for each warranty.
- vi) Additional material used in project listed under various Sections showing name of manufacturer and source of supply.
- vi. Spare parts: List all recommended spares to be maintained on site to ensure optimum efficiency. List all special tools appropriate to unique application. All parts/tools detailed must be identified as to manufacturer, manufacturer part number and supplier (including address).
- vii. Include one complete set of final shop drawings (bound separately) indicating corrections and changes made during fabrication and installation.
- e) Format: All as-builts drawings and O & M manuals shall be converted, where necessary, into Portable Document File (PDF) format to permit for viewing using the Acrobat reader Software. Documentation storage and retrieval system shall be structured based on a database framework with direct links to the appropriate PDF files. Documents retrieval and viewing shall be executed through a menu driven approach. The Program shall provide multi-level of password entry for access to add new or edit stored data by authorized users.

#### **4.2.20 RECORDS**

Relating only to the Construction Management Services being provided by the CMA, as work progresses, the CMA shall maintain accurate records to show deviations from Contract drawings. Just prior to Departmental Representative 's inspection for issuance of the Certificate of Completion, supply to the Departmental Representative one (1) electronic copy, and three (3) hard copies of the prints with all deviations neatly inked in red ink.

#### **4.2.21 GUARANTEES AND WARRANTIES**

Relating only to the Construction Management Services being provided by the CMA, before completion of Work, the CMA shall collect all manufacturers' guarantees and warranties and deposit with Departmental Representative. The CMA shall provide copies of all manufacturers' guarantees and warranties in the O&M Manuals.

#### **4.2.22 CONSTRUCTION CLEANING**

Relating only to the Construction Management Services being provided by the CMA, the CMA shall be responsible for construction cleaning for the construction work being implemented by the CMA as Construction Manager under this contract. Construction cleaning is to be carried out to ensure a safe work environment and to protect site systems and heritage elements from excessive construction dust and debris. As work packages are completed and/or construction areas are completed, perform a final construction cleaning of

the entire area, including all interior surfaces, fixtures and equipment to eliminate all construction dust and debris. Advise the Departmental Representative in writing before final cleaning is to proceed. Obtain acceptance of cleaning in writing from Departmental Representative when completed. Cleaning shall be completed prior to application for Certificate of Substantial Performance.

#### **4.2.23 NOISE, VIBRATION, ODORS AND DELIVERIES**

Relating only to the Construction Management Services being provided by the CMA, carefully plan and schedule all noise generating work, all deliveries and waste removal to minimize the impact to ongoing operations. Take steps to minimize noise, vibration, and odours affecting the building (interior and exterior), and impacting on the neighbouring and adjacent occupancies, including buildings, roadways, parks, and recreational areas.

All work causing excessive noise, vibration, or odour shall be performed outside of normal working hours to minimize disruption to building occupants. For the purposes of this project, normal working hours are defined as 7AM to 7PM, Monday to Friday, excluding Federal Statutory Holidays.

The Departmental Representative's decision will be final on whether the Work is causing excessive noise, vibration, or odour.

## **5 OPTIONAL CONTRACT SERVICES**

The following Optional Contract Services are aligned with the three planned exterior rehabilitation construction sub-phases:

**Option 1A:** Advisory Services and Construction Management Services for the duration of construction sub-phase 1.

**Option 1B:** Advisory Services and Construction Management Services for the duration of construction sub-phase 2.

**Option 1C:** Advisory Services and Construction Management Services for the duration of construction sub-phase 3.

**The Advisory Services and Construction Management Services shall be exactly the same as those identified in Section 4 of this document, except as noted herein.**

### **5.1 OPTIONAL ADVISORY SERVICES**

#### **5.1.1 GENERAL REQUIREMENTS**

The General Requirements are exactly the same as Section 4.1.1, except these Advisory Services are required throughout implementation of the three exterior rehabilitation construction sub-phases under the three Optional periods (Option 1A, 1B, & 1C) of the project. The services described herein apply equally to all three contract Options (Option 1A, 1B, & 1C).

#### **5.1.2 ADVISORY TEAM PERSONNEL**

Refer to Section 4.1.2.

#### **5.1.3 PROJECT RESPONSE TIME**

Refer to Section 4.1.3.

#### **5.1.4 CONSTRUCTION IMPLEMENTATION PLAN**

Refer to Section 4.1.4. The CMA shall review, update, and maintain the Project Construction Implementation Plan throughout implementation of the three construction sub-phases. Report all updates on a monthly basis in the CMA's monthly report.

#### **5.1.5 COST SERVICES**

In addition to the services described in Section 4.1.5, the CMA is to provide the following:

- j) Review all general contractor change quotations and advise on their fairness and reasonableness. Participate in reconciliation and negotiations on contentious change quotations.

#### **5.1.5.1 CASH FLOW FORECAST**

Refer to Section 4.1.5.1.

#### **5.1.5.2 COSTING SERVICES DELIVERABLES**

In addition to the services described in Section 4.1.5.2, the CMA is to provide the following:

- k) Summary of all general contractor change quotation reviews.

#### **5.1.6 TIME SERVICES**

In addition to the services described in Section 4.1.6, the CMA is to provide the following:

- a) During construction, review and provide written comment on the initial construction schedule submitted by the general contractors. Assist PWGSC and the PWGSC Time Specialist in negotiations concerning the general contractor's construction schedules, as required.
- b) Incorporate the approved general contractor's construction schedules and update the Master Project Construction Schedule. Update the forecast for any remaining future construction sub-phase schedules based on lessons learned from the current general contractor's schedule.
- c) Review, analyze, and comment on each monthly schedule update submitted by the general contractors. Update the Master Project Construction Schedule to reflect current schedule status on a monthly basis. Include a written narrative summarizing the CMA's analysis of the project schedule, highlighting the status of the current schedule against the baseline schedule, identifying any significant issues or concerns, and any recommended mitigation strategies.

#### **5.1.6.1 TIME SERVICES DELIVERABLES**

In addition to the services described in Section 4.1.6.1., the CMA is to provide the following:

- f) With the tender and award of each construction sub-phase, review and comment on the construction schedule submitted by the general contractors, including all revisions and updates thereof. Reconcile variances between the CMA's Master Project Construction Schedule and the general contractor's proposed construction schedule

and update the Master Project Construction Schedule, including forecasting the construction schedule for future construction sub-phases not yet tendered.

- g) With the tender and award of each construction sub-phase, work with general contractor and PWGSC to revise the schedule-based cash-flow to reflect the changes emanating and resulting from the award of each sub-phase.

## **5.1.7 RISK MANAGEMENT SERVICES**

Refer to Section 4.1.7.

### **5.1.7.1 RISK MANAGEMENT SERVICES DELIVERABLES**

Refer to Section 4.1.7.1.

## **5.1.8 QUALITY CONTROL & QUALITY ASSURANCE**

### **5.1.8.1 DEFINITIONS**

Refer to Section 4.1.8.1.

### **5.1.8.2 QUALITY CONTROL AND QUALITY ASSURANCE SERVICES**

Refer to Section 4.1.8.2.

### **5.1.8.3 QUALITY CONTROL AND QUALITY ASSURANCE DELIVERABLES**

Refer to Section 4.1.8.3.

## **5.1.9 CONSTRUCTION HEALTH AND SAFETY PLANNING**

Refer to Section 4.1.9.

## **5.1.10 REVIEW OF DESIGN AND CONSTRUCTION DOCUMENTS**

Refer to Section 4.1.10.

### **5.1.10.1 REVIEW OF DESIGN AND CONSTRUCTION DOCUMENTS DELIVERABLE**

Refer to Section 4.1.10.1.

### **5.1.11 CHANGES IN WORK**

Relating to the construction work being implemented by the general contractors under separate contract to PWGSC for the three exterior rehabilitation construction sub-phases; when a change to a construction contract is identified on site, the A&E Consultants shall prepare and issue a Contemplated Change Notice (CCN). The CCN will be priced by the general contractor and will be submitted to PWGSC for consideration. On an as needed basis, and at the discretion of the Departmental Representative, a copy of the general contractor's CCN price will be forwarded to the CMA for review, written comment, and advice.

It is the responsibility of the CMA to review all prices included in the general contractor's breakdown, including the costs, mark-ups, and all sub-contractor pricing. Provide the Departmental Representative with an assessment on the fairness and reasonableness of all general contractor pricing proposals forwarded to the CMA for such review.

The Consultant will also review the price proposal prepared by the general contractor and provide the Departmental Representative with a recommendation of its fairness and reasonableness. The Departmental Representative will be responsible for authorizing the change based on the indicative cost estimate and the reasonableness of the estimate. If the price proposal estimate provided by the general contractor is not accepted by the Departmental Representative, the CMA shall work with the Departmental Representative, the A&E Consultant, and the general contractor to resolve the costing dispute to the satisfaction of the Departmental Representative.

### **5.1.12 OCCUPANT MOVES TO SWING SPACE**

Refer to Section 4.1.12.

### **5.1.13 VISITOR SITE TOURS**

The CMA shall facilitate visitor site tours of the construction site on behalf of PWGSC. Site tours will occur on average once every week throughout construction and will consist of between 2 and 6 visitors per visit plus between 2 and 4 PWGSC project personnel. Coordinate this activity with the Constructor and the general contractor, providing site orientation training for each site visit. Maintain, at the construction site, a minimum of ten (10) hard hats, safety boots, and safety glasses to outfit visitors.

### **5.1.14 CONSTRUCTION MONITORING**

The CMA will be responsible to monitor construction progress for the exterior rehabilitation work being undertaken under separate contract by the general contractor(s).

The performance based scope shall include:

- a) As found laser scans of exterior masonry, overlain with the tendered scope of work, shall be provided by PWGSC. The laser scan dataset can be displayed in perspective or

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isometric projections, will be tied to the PPB coordinate system, and will be in Autodesk ReCap and PTS file format.

- b) It is the CMA's responsibility to use these files / drawings to provide an information management system that demonstrates:
  - i. as found conditions of the masonry, both graphic and photographic
  - ii. proposed scope of work (as per the tendered drawings)
  - iii. approved scope of work (as agreed between the general contractors performing the work and the A&E Consultant)
  - iv. on-going AutoCAD drawings showing both monthly and aggregate usage of Unit Price Table (UPT) and custom work
  - v. on-going tally of both monthly and aggregate usage of UPT and custom work to be included in the CMA's monthly report
  - vi. final as-built records

#### **5.1.15 MEETINGS**

The CMA shall attend and participate in the meetings outlined in Section 3 Project Administration at the frequency outlined herein:

- a) Core Team Project Meetings:
  - i. During Option 1A: Once every month.
  - ii. During Option 1B: Once every month.
  - iii. During Option 1C: Once every month.
- b) Project Design Meetings:
  - i. During Option 1A: Once every two weeks during Construction Documents.
  - ii. During Option 1B: Once every two weeks during Construction Documents.
  - iii. During Option 1C: None.
- c) Construction Meetings:
  - i. During Option 1A: Once every two weeks.
  - ii. During Option 1B: Once every two weeks.
  - iii. During Option 1C: Once every two weeks.
- d) Technical Meetings:
  - i. During Option 1A: Three during Construction Documents.
  - ii. During Option 1B: Three during Construction Documents.

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- iii. During Option 1C: None.
- e) Submission Meetings / Presentations:
  - i. During Option 1A: Two during Construction Documents.
  - ii. During Option 1B: Two during Construction Documents.
  - iii. During Option 1C: None.
- f) QADR Meetings:
  - i. During Option 1A: Two during Construction Documents.
  - ii. During Option 1B: Two during Construction Documents.
  - iii. During Option 1C: None.
- g) Constructability Workshops:
  - i. During Option 1A: Two during Construction Documents.
  - ii. During Option 1B: Two during Construction Documents.
  - iii. During Option 1C: None.
- h) Value Engineering Workshops:
  - i. During Option 1A: Two during Construction Documents.
  - ii. During Option 1B: Two during Construction Documents.
  - iii. During Option 1C: None.
- i) Seismic Design Workshops:
  - i. During Option 1A: One during Construction Documents.
  - ii. During Option 1B: One during Construction Documents.
  - iii. During Option 1C: None.
- j) Cost & Schedule Workshops:
  - i. During Option 1A: Two during Construction Documents.
  - ii. During Option 1B: Two during Construction Documents.
  - iii. During Option 1C: None.
- k) Risk Management Workshops:
  - i. During Option 1A: Twice per year.
  - ii. During Option 1B: Twice per year.
  - iii. During Option 1C: Twice per year.
- l) Lessons Learned Workshops:

- i. During Option 1A: One workshop.
  - ii. During Option 1B: One workshop.
  - iii. During Option 1C: One workshop.
- m) Move Sequence Strategy Workshop:
- i. During Option 1A: A total of nine workshops during Construction Documents.
  - ii. During Option 1B: A total of nine workshops during Construction Documents.
  - iii. During Option 1C: None.

## **5.2 OPTIONAL CONSTRUCTION MANAGEMENT SERVICES**

### **5.2.1 GENERAL**

The General Requirements are exactly the same as Section 4.2.1, except these Construction Management Services are required throughout implementation of the three exterior rehabilitation construction sub-phases under the three Optional periods (Option 1A, 1B, & 1C) of the project. The services described herein apply equally to all three contract Options (Option 1A, 1B, & 1C).

Refer to Section 4.2.1.

### **5.2.2 PROJECT RESPONSE TIME**

Refer to Section 4.2.2.

### **5.2.3 CONSTRUCTION SCOPE**

In addition to the scope of work described in Section 4.2.3, the CMA may also be engaged to provide Construction Management Services for select Division 1 works which are common to all construction sub-phases. This work is outlined as follows:

- a) Exterior construction site hoarding.
- b) Construction site trailers (occupants and washrooms), including temporary services for power, telephone, internet, water and sewer.
- c) Construction site maintenance (including snow clearing, general cleaning, etc).
- d) Construction site security.

- e) Construction site signage.
- f) Exterior landscape reinstatement. (not including the interior courtyard)
- g) All materials and supplies required to carry out the CMA select Division 1 work described herein.

#### **5.2.3.1 CONTEXT:**

In addition to the context described in Section 4.2.3.1, the CMA will also be undertaking some of the Division 1 work associated with the exterior rehabilitation construction activities. This Division 1 work is the work deemed to be common to all exterior rehabilitation work being implemented under the three main construction sub-phases. This work is being assigned to the CMA to maintain a common approach, look, and feel to the construction yard over the three construction sub-phases, as well as to facilitate easy transition from one construction sub-phase to the next.

#### **5.2.3.2 CONSTRUCTION WORK**

Refer to Section 4.2.3.2.

### **5.2.4 SITE CONSTRUCTION HEALTH AND SAFETY**

Refer to Section 4.2.4.

#### **5.2.4.1 CONSTRUCTION HEALTH & SAFETY DELIVERABLES**

Refer to Section 4.2.4.1.

### **5.2.5 TENDERING THE WORK**

#### **5.2.5.1 CONTEXT:**

Refer to Section 4.2.5.1.

#### **5.2.5.2 SCOPE:**

Refer to Section 4.2.5.2.

### **5.2.6 CONSTRUCTION MEETINGS**

Refer to Section 4.2.6.

### **5.2.7 CONSTRUCTION MONITORING**

Refer to Section 4.2.7.

### **5.2.8 SUBCONTRACTOR'S CHANGES (NOTICES AND ORDERS)**

Refer to Section 4.2.8.

### **5.2.9 QUALITY CONTROL & QUALITY ASSURANCE**

Refer to Section 4.2.9.

### **5.2.10 AS-BUILT DOCUMENTS**

Refer to Section 4.2.10.

### **5.2.11 SHOP DRAWINGS**

Refer to Section 4.2.11.

### **5.2.12 SITE REVIEWS**

Refer to Section 4.2.12.

### **5.2.13 SUSTAINABILITY AND ENVIRONMENTAL**

Refer to Section 4.2.13.

### **5.2.14 WASTE MANAGEMENT**

Refer to Section 4.2.14

### **5.2.15 PROJECT SITE OFFICE**

During construction, the Site Office for this Project will be located on site in trailers within the construction yard. The CMA will be responsible for provision and maintenance of site offices which are to include sufficient space and services for the CMA staff as well as provision for the PWGSC Project Team, the Consultant's site personnel, trailers for the general contractors engaged directly by PWGSC, Male & Female Washroom trailer, and a security station. The Site Trailer compound will be designed by the A&E Consultant with input and advice from the CMA. This work will be tendered by the CMA in accordance with Section 5.2.5 of these Terms of Reference.

### **5.2.16 COMMISSIONING**

Refer to Section 4.2.16.

### **5.2.17 FIRE SAFETY REQUIREMENTS**

Refer to Section 4.2.17.

### **5.2.18 HAZARDOUS MATERIALS**

Refer to Section 4.2.18.

### **5.2.19 INTERACTIVE OPERATIONS AND MAINTENANCE (O&M) MANUALS**

Refer to Section 4.2.19.

### **5.2.20 RECORDS**

Refer to Section 4.2.20.

### **5.2.21 GUARANTEES AND WARRANTIES**

Refer to Section 4.2.21.

### **5.2.22 CONSTRUCTION CLEANING**

Refer to Section 4.2.22.

### **5.2.23 NOISE, VIBRATION, ODORS AND DELIVERIES**

Refer to Section 4.2.23.

## **6 CMA AS CONSTRUCTOR**

### **6.1 GENERAL**

The CMA will be engaged under this contract option to be the Constructor for all construction activities under this construction sub-phase and shall perform the role of “*Constructor*” as defined in the Occupational Health and Safety Act and Regulations for Construction Projects (Revised Statutes of Ontario, 1990 Chapter O.1, as amended). Further, the CMA shall comply with and enforce the requirements of The National Building Code of Canada 2010 (NBC), Part 8 Safety Measures at Construction and Demolition Sites and Provincial Regulations for Construction Projects. The services described herein apply equally to all three contract Options (Option 2A, 2B, & 2C).

**Option 2A:** Constructor Services throughout construction Sub-Phase 1.

**Option 2B:** Constructor Services throughout construction Sub-Phase 2.

**Option 2C:** Constructor Services throughout construction Sub-Phase 3.

In addition to the work being undertaken by the CMA under this contract, PWGSC will separately tender and award three construction contracts to general contracting firms for construction of each of the exterior rehabilitation sub-phases and PWGSC will administer those construction contracts. The CMA will be responsible to perform the role of Constructor for all work undertaken by the CMA as well as for all exterior building envelope rehabilitation construction work packages undertaken by general contracting firms which are separately contracted directly with PWGSC. The CMA, in performing the role of Constructor, shall be fully responsible for ensuring compliance with OHSA for all aspects of the Project's construction, including all construction undertaken by the general contractors.

The Constructor is responsible to:

- a) Provide all necessary personnel to perform the Services and duties identified in this Terms of Reference for the Project, either by assignment of qualified staff or by engagement of services contracted directly to the CMA.
- b) Ensure continuity of key personnel and maintain a dedicated working team in accordance with their proposal for the life of this project.
- c) Have an in-depth understanding of the project requirements, including scope, budget, and scheduling objectives and all their obligations as described in these Terms of Reference.
- d) Work constructively to ensure a collaborative and cooperative team approach with knowledgeable and timely input and contribution by all project team members.

## **6.2 CONSTRUCTION HEALTH AND SAFETY**

In addition to the services described in Section 5.2.4, the CMA is to provide the following:

- w) Review each third party Contractor Health and Safety program for compliance with the Construction Documents Specifications and the Constructors Site Specific Safety Plan. Monitor each of the general contractors' Health and Safety programs for compliance to the Construction Documents Specifications and the Constructors Site Specific Safety Plan. Include a report on Health and Safety compliance in the CMA's monthly report.

### **6.2.1 CONSTRUCTION HEALTH & SAFETY DELIVERABLES**

In addition to the services described in Section 5.2.4.1, the CMA is to provide the following:

- g) Report on compliance of all third party Contractor's to the Site Specific Health and Safety Plan.

### **6.3 COORDINATION OF OTHER CONTRACTORS HIRED DIRECTLY BY PWGSC**

In addition to the three general contractors performing the main construction work during the three construction sub-phases, PWGSC will from time to time require that activities and projects be undertaken by other PWGSC contractors within the construction site. These activities shall also be subject to the coordination and safety overview of the CMA as the Constructor. The CMA will grant free access to these areas by PWGSC or their contractors, provided that all safety and security protocols are followed. At the current time the following projects are envisioned, however, other contracts of varying scales could arise over the course of the contract and are to be so accommodated under this contract.

- a) Fit-up and installation of Building Components and Connectivity (BCC) by contractors retained directly by PWGSC.
- b) Exterior building masonry repair work during the design stages of the project.
- c) Ongoing building maintenance activities.

### **6.4 SITE SECURITY**

The Constructor shall be responsible for security of the entire Construction Site until the facility is ready for intended use. Develop a security plan in consultation with the Departmental Representative, and revise the plan as required to the approval of the Departmental Representative. Update the plan to meet requirements of the Departmental Representative as the Project progresses.

The Constructor, in collaboration with PWGSC security services, will issue building security access cards to all persons requiring access to the work site. All persons accessing the Site shall wear this security access card in plain view at all times. The Constructor shall check all personnel daily at start of work shift for their card. All security access cards shall be returned at end of the project or work package.

As a minimum, the CMA as Constructor shall be responsible for:

- a) Access to the Construction Site including sign-in procedures.
- b) Off-hours security including procedures to “escort”, to “lockup”, evening and weekend surveillance, fire watches, emergency procedures and responses.
- c) All safety issues related to the Work or the Work Site, respecting the requirements of applicable federal, provincial, and municipal regulations.
- d) Safeguarding of components to be reused or recycled.
- e) Protection of materials, equipment, and workmanship throughout the implementation of the Project, and any PWGSC or other stakeholder items installed prior to the building being ready for use.

- f) A Site protocol to be developed and enforced, including:
  - i. No audio or video devices.
  - ii. Noise control.
  - iii. No parking on Site.
  - iv. Due regard for the general public's expectations with respect to behaviour, language, and dress in public places (all spaces exterior of the Site are deemed to be public).
  - v. Engaging private sector security services.
- g) Provide emergency coordination for responses to Site problems during non-working hours. In consultation with the Departmental Representative, establish a list of contacts for responses and communication. In the event of any problems, contact the Departmental Representative immediately.
- h) In case of an emergency where the safety of persons or property is concerned, or Work is endangered by the actions of the sub-contractors or other persons, take immediate action, including stopping Work if required. In all such situations, notify the Departmental Representative and give immediate written notice to the sub-contractor or other person regarding the emergency.

## **6.5 SITE CONSTRUCTION TRAFFIC MANAGEMENT**

The Constructor shall be responsible for implementing and managing the Construction Traffic Management Plan for the project (plan developed under Advisory Services Section 5.1.4). This plan is to address the project requirements and procedures in regards to:

- a) Construction materials delivery
- b) Construction waste removals
- c) Construction crane locations, set-up, and operations
- d) Coordination between pedestrian access to the building and in the vicinity of the building grounds with construction traffic.
- e) Coordination between Parliament Hill parking in the vicinity of the building grounds with construction traffic.
- f) Requirements for construction traffic control measures such as temporary barriers, temporary signage, flagmen, etc.
- g) Coordination between the Construction Traffic Management Plan for this project, and the Parliament Hill Construction Traffic Management Plan (Parliament Hill Construction Traffic Management Plan provided by others).

- h) The Constructor is hereby advised there shall be no provision for contractor parking on Parliament Hill.

## **6.6 FIRE SAFETY REQUIREMENTS**

Refer to Section 5.2.17.

## **6.7 HAZARDOUS MATERIALS**

Refer to Section 5.2.18.

## **6.8 PERMITS**

The CMA as Constructor will be responsible for filing the Notice of Project with the Ministry of Labour. Additionally, the CMA shall make submissions to the City of Ottawa for all building permits required in the performance of work for this project. This will include building permits for the three exterior sub-construction contracts, as well as permits required for the performance of any Construction Management Services work assigned to the CMA under this contract.

## **6.9 MEETINGS**

Attendance at meetings for the CMA's personnel responsible for Constructor Services will be on an as needed basis and at the discretion of the CMA under their Advisory role as outlined in Section 5.1 of this Terms of Reference. The cost for services related to attendance of the CMA's personnel responsible for Constructor Services at any meeting or workshop shall be included in the CMA's fees submitted in response to this RFP. No additional costs will be entertained by PWGSC for such attendance.

In addition to the regular project meetings defined in Section 3.9 of these Terms of Reference, for the duration of the Contract, the CMA as Constructor will be required to attend a monthly Health & Safety coordination meeting, chaired by PWGSC, with representatives from all other active construction projects operating on Parliament Hill.



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Contract Number / Numéro du contrat

EP747151625

Security Classification / Classification de sécurité  
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		Public Works and Government Services Canada	2. Branch or Directorate / Direction générale ou Direction PPB
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Construction Management Advisor East Block 1867 Wing Rehabilitation			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO RESTRICTED <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO DIFFUSION RESTREINTE <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	NATO CONFIDENTIAL <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO TRÈS SECRET <input type="checkbox"/>	TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	
	COSMIC TOP SECRET <input type="checkbox"/>		
	COSMIC TRÈS SECRET <input type="checkbox"/>		



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**PART A (continued) / PARTIE A (suite)**

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

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

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

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

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

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

Special comments:

Commentaires spéciaux : \_\_\_\_\_

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

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

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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



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Security Classification / Classification de sécurité UNCLASSIFIED

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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

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



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat EP747151625
Security Classification / Classification de sécurité UNCLASSIFIED

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) Duchesne, Donald	Title - Titre Senior Project Manager	Signature 
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Telephone No. - N° de téléphone 819-775-7485	Facsimile No. - N° de télécopieur 819-775-7321	E-mail address - Adresse courriel Don.duchesne@pwgsc.gc.ca	Date 2015/02/26
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14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) Laville, Patricia	Title - Titre SO	Signature 
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Telephone No. - N° de téléphone 819-775-7436	Facsimile No. - N° de télécopieur 819-775-7348	E-mail address - Adresse courriel patricia.laville@tpsgc-pwgsc.gc.ca	Date FEB 26 2015
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15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?  
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?  No / Non  Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
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Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
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17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées) Anna Kulycka Contract Security Division Anna.Kulycka@tpsgc-pwgsc.gc.ca Tel/Tél - 613-957-1258 / Fax/Téloc - 613-954-4171	Title - Titre	Signature 
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Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date March 2, 2015
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**SECURITY CLASSIFICATION GUIDE EP747151625**

LEVEL	DESCRIPTION
Site Access	All other personnels to be at the Site Access Level.
Secret	Company to be at the FSC

## APPENDIX C

### BASIS OF PAYMENT

The Contractor shall be paid as follows:

#### 1. Construction Management Advisor

##### Fixed Monthly Fee

A fixed monthly fee to be paid in arrears over the initial 15 months. The fixed monthly fee will constitute reimbursement for Work provided by the Construction Management Advisor as detailed in Section 4.1 of the Terms of Reference.

The fixed monthly fee will include:

- i. All overhead, administration, mark-up and profit for the Construction Management Advisor's operations, including, but not limited, to standard office expenses such as any photocopying, computer and software costs, Internet, all telephone and fax, cellular telephones, depreciation, rent and maintenance of office facilities, furniture, office equipment and supplies, taxi charges and parking;
- ii. All salaries, benefits, or other compensation for the Construction Management Advisor's operations;
- iii. All travel and accommodation costs in accordance with the National Joint Council Travel Directive related to the Work, for the duration of the Contract; and
- iv. All other costs incurred by the Construction Management Advisor to provide the necessary services.

#### 2. Construction Manager - Minor Works

##### Percentage Rate

- i. The fee to be paid in arrears for each progress claim submitted in accordance with GC5 – Terms of Payment and GC6.4.4 – Determination of Construction Cost-Minor Works, during the initial 15 months.
- ii. The calculation of the total fee recognizes the variability of the construction cost and will be based on the construction cost value of the work actually incurred by the Contractor. The fee shall be calculated on the basis of the rate multiplied by the construction cost incurred by Canada for the month claimed for the East Block Exterior Rehabilitation Project. The construction cost will include the value of construction of the minor works package(s) assigned to the Contractor.

The percentage rate will include:

All associated costs necessary to complete the Work specified in Section 4.2 of the Terms of Reference.

#### 3. Additional Services

##### Time Based Fees

The time based fees will be used to compensate the required level of effort for all work that may be deemed by Canada additional to the Work as defined by the Terms of Reference, and necessary due to unknown and/or unforeseen work arising.

The hourly rate shall consist of an all inclusive hourly rate. The fee will be submitted and paid in accordance with GC6 – Delays and Changes in the Work, during the period of the Contract.

**If an option(s) is exercised by Canada, the following basis of payment shall apply to the specific option(s).**

## OPTION 1A

### 1. Construction Management Advisor

#### Fixed Monthly Fee

The fixed monthly fee will be paid in arrears during the period of 16 – 43 months. The fixed monthly fee will constitute reimbursement for Work provided by the Construction Management Advisor as specified in detail in Section 5.1 of the Terms of Reference.

The fixed monthly fee will include:

- i. All overhead, administration, mark-up and profit for the Construction Management Advisor's operations, including, but not limited, to standard office expenses such as any photocopying, computer and software costs, Internet, all telephone and fax, cellular telephones, depreciation, rent and maintenance of office facilities, furniture, office equipment and supplies, taxi charges and parking;
- ii. All salaries, benefits or other compensation for the Construction Management Advisor's operations;
- iii. All travel and accommodation costs in accordance with the National Joint Council Travel Directive related to the Work, for the duration of the Contract; and
- iv. All other costs incurred by the Construction Management Advisor to provide the necessary services.

### 2. Construction Manager - Minor Works

#### Percentage Rate

- i. The fee to be paid in arrears for each progress claim submitted in accordance with GC5 – Terms of Payment and GC6.4.4 – Determination of Construction Cost-Minor Works, during the period of 16 – 43 months.
- ii. The calculation of the total fee recognizes the variability of the construction cost and will be based on the construction cost value of the work actually incurred by the Contractor. The fee shall be calculated on the basis of the rate multiplied by the construction cost incurred by Canada for the month claimed for the East Block Exterior Rehabilitation Project. The construction cost will include the value of construction of the minor works package(s) assigned to the Contractor.

The percentage rate will include:

All associated costs necessary to complete the Work specified in Section 5.2 of the Terms of Reference.

## OPTION 1B

### 1. Construction Management Advisor

#### Fixed Monthly Fee

The fixed monthly fee will be paid in arrears during the period of 44 – 67 months. The fixed monthly fee will constitute reimbursement for Work provided by the Construction Management Advisor as specified in detail in Section 5.1 of the Terms of Reference.

The fixed monthly fee will include:

- i. All overhead, administration, mark-up and profit for the Construction Management Advisor's operations, including, but not limited, to standard office expenses such as any photocopying, computer and software costs, Internet, all telephone and fax, cellular telephones, depreciation, rent and maintenance of office facilities, furniture, office equipment and supplies, taxi charges and parking;
- ii. All salaries, benefits or other compensation for the Construction Management Advisor' operations;
- iii. All travel and accommodation costs in accordance with the National Joint Council Travel Directive related to the Work, for the duration of the Contract; and
- iv. All other costs incurred by the Construction Management Advisor to provide the necessary services.

### 2. Construction Manager - Minor Works

#### Percentage Rate

- i. The fee to be paid in arrears for each progress claim submitted in accordance with GC5 – Terms of Payment and GC6.4.4 – Determination of Construction Cost-Minor Works, during the period of 44 – 67 months.
- ii. The calculation of the total fee recognizes the variability of the construction cost and will be based on the construction cost value of the work actually incurred by the Contractor. The fee shall be calculated on the basis of the rate multiplied by the construction cost incurred by Canada for the month claimed for the East Block Exterior Rehabilitation Project. The construction cost will include the value of construction of the minor works package(s) assigned to the Contractor

The percentage rate will include:

All associated costs necessary to complete the Work specified in Section 5.2 of the Terms of Reference.

## OPTION 1C

### 1. Construction Management Advisor

#### Fixed Monthly Fee

The fixed monthly fee will be paid in arrears during the period of 68 – 91 months. The fixed monthly fee will constitute reimbursement for Work provided by the Construction Management Advisor as specified in detail in Section 5.1 of the Terms of Reference.

The fixed monthly fee will include:

- i. All overhead, administration, mark-up and profit for the Construction Management Advisor's operations, including, but not limited, to standard office expenses such as any photocopying, computer and software costs, Internet, all telephone and fax, cellular telephones, depreciation, rent and maintenance of office facilities, furniture, office equipment and supplies, taxi charges and parking;
- ii. All salaries, benefits or other compensation for the Construction Management Advisor's operations;
- iii. All travel and accommodation costs in accordance with the National Joint Council Travel Directive related to the Work, for the duration of the Contract; and
- iv. All other costs incurred by the Construction Management Advisor to provide the necessary services.

### 2. Construction Manager - Minor Works

#### Percentage Rate

- i. The fee to be paid in arrears for each progress claim submitted in accordance with GC5 – Terms of Payment and GC6.4.4 – Determination of Construction Cost-Minor Works, during the period of 68 – 91 months.
- ii. The calculation of the total fee recognizes the variability of the construction cost and will be based on the construction cost value of the work actually incurred by the Contractor. The fee shall be calculated on the basis of the rate multiplied by the construction cost incurred by Canada for the month claimed for the East Block Exterior Rehabilitation Project. The construction cost will include the value of construction of the minor works package(s) assigned to the Contractor.

The percentage rate will include:

All associated costs necessary to complete the Work specified in Section 5.2 of the Terms of Reference.

## OPTION 2A

### 1. Constructor Services

#### Percentage Rate

- i. The fee to be paid in arrears for each progress claim submitted in accordance with GC5 – Terms of Payment, during the period of 16 – 43 months, for work described in Section 6 of the Terms of Reference (if the Contract is so amended to exercise this option).
- ii. The calculation of the total fee recognizes the variability of the Construction Cost and will be based on the construction cost value of the work actually incurred through third party contracts awarded by Canada. The fee for Constructor Services shall be calculated on the basis of the rate multiplied by the construction cost incurred by Canada for the month claimed for the East Block Exterior Rehabilitation Project, excluding all minor works assigned to the Contractor.

The percentage rate will include:

All associated costs necessary to complete the Work specified in Section 6 of the Terms of Reference.

## OPTION 2B

### 1. Constructor Services

#### Percentage Rate

- i. The fee to be paid in arrears for each progress claim submitted in accordance with GC5 – Terms of Payment, during the period of 44 – 67 months, for work described in Section 6 of the Terms of Reference (if the Contract is so amended to exercise this option).
- ii. The calculation of the total fee recognizes the variability of the Construction Cost and will be based on the construction cost value of the work actually incurred through third party contracts awarded by Canada. The fee for Constructor Services shall be calculated on the basis of the rate multiplied by the construction cost incurred by Canada for the month claimed for the East Block Exterior Rehabilitation Project, excluding all minor works assigned to the Contractor.

The percentage rate will include:

All associated costs necessary to complete the Work specified in Section 6 of the Terms of Reference.

## OPTION 2C

### 1. Constructor Services

#### Percentage Rate

- i. The fee to be paid in arrears for each progress claim submitted in accordance with GC5 – Terms of Payment, during the period of 68 – 91 months, for work described in Section 6 of the Terms of Reference (if the Contract is so amended to exercise this option).
- ii. The calculation of the total fee recognizes the variability of the Construction Cost and will be based on the construction cost value of the work actually incurred through third party contracts awarded by Canada. The fee for Constructor Services shall be calculated on the basis of the rate multiplied by the construction cost incurred by Canada for the month claimed for the East Block Exterior Rehabilitation Project, excluding all minor works assigned to the Contractor.

The percentage rate will include:

All associated costs necessary to complete the Work specified in Section 6 of the Terms of Reference.

## APPENDIX D

### Construction Management Advisor Key Personnel Requirements

The following documents the mandatory requirements which shall be met for the key personnel identified. These requirements also extend to any persons identified for replacement of key resources for the life of the Contract.

Key Personnel:

1) Project Manager:

The CMA shall employ an experienced Project Manager with demonstrated experience in managing projects of a similar size and nature as the subject project of this RFP. This person will be the team leader for the CMA and will coordinate all CMA personnel in the delivery of services as outlined in the Contract. This person will also provide the majority of the Advisory Services for the duration of the Contract.

Mandatory requirements:

- a) Shall have a minimum of 15 years relevant experience;
- b) Shall hold either a valid Professional Engineer license (P. Eng.) or a valid Architecture license?
- c) Information to be supplied: CV demonstrating the required experience and professional designation.

2) Site Superintendent:

The CMA shall employ an experienced Site Superintendent with demonstrated experience in managing projects of a similar size and nature as the subject project of this RFP. This person will be required to provide construction experience related Advisory Services associated with Constructability review of A&E Consultant submissions, input on Risk Management, input on the Construction Implementation Plan, and other advice where direct construction experience is of value.

Mandatory requirements:

- a) Shall have a minimum of 15 years relevant experience;
- b) Shall have experience as a superintendent on a construction project implemented in an occupied building.
- c) Information to be supplied: CV demonstrating the required experience.

3) Scheduler:

The CMA shall employ an experienced scheduling resource that is fully conversant with all aspects of project planning, scheduling and construction sequencing. The scheduling resource must be experienced using Primavera software. The scheduling resource will play a major role in the development and monitoring of the Master Project Construction Schedule, providing scheduling services from award of the Contract, through design development, through the three sub-phases of construction and commissioning, and up to and including the post-construction period. Coordination, consultation, review, approval of all BCC processes with

and by PWGSC are also to be integrated throughout all aspects of the planning and Scheduling.

Mandatory requirements:

- a) Shall have a minimum of 10 years relevant experience.
- b) Information to be supplied: CV demonstrating the required experience.

4) Estimator:

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

Mandatory requirements:

- a) Shall have a minimum of 10 years relevant experience.
- b) Information to be supplied: CV demonstrating the required experience.

# CERTIFICATE OF INSURANCE

Page 1 of 2



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

Description and Location of Work	Contract No.
	Project No.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
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**Additional Insured**  
**Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services**

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<b>Commercial General Liability</b> <b>Umbrella/Excess Liability</b>				\$	\$	\$
				\$	\$	\$
<b>Builder's Risk / Installation Floater</b>				\$		
<b>Pollution Liability</b>				\$		Aggregate \$
				\$		
				\$		
				\$		

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 coverage's 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



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

# CERTIFICATE OF INSURANCE Page 2 of 2

<p><b>General</b></p> <p>The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverages 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><b>Commercial General Liability</b></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"> <li>(a) Blasting.</li> <li>(b) Pile driving and caisson work.</li> <li>(c) Underpinning.</li> <li>(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.</li> </ul> <p>The policy must have the following minimum limits:</p> <ul style="list-style-type: none"> <li>(a) <b>\$5,000,000</b> Each Occurrence Limit;</li> <li>(b) <b>\$10,000,000</b> General Aggregate Limit per policy year if the policy contains a General Aggregate; and</li> <li>(c) <b>\$5,000,000</b> Products/Completed Operations Aggregate Limit.</li> </ul> <p>Umbrella or excess liability insurance may be used to achieve the required limits.</p>	<p><b>Builder's Risk / Installation Floater</b></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 <b>not less than the sum of the contract value</b> 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" (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2</a>).</p>
<p><b>Contractors Pollution Liability</b></p> <p>The policy must have a limit usual for a contract of this nature, but not less than <b>\$1,000,000</b> per incident or occurrence and in the aggregate.</p>		

