



Request for Proposal

SOLICITATION #: 16-22023

BUILDING: U-72
Uplands Campus
Ottawa, Ontario

PROJECT: U-72 Construction Management for CCER Facility

PROJECT #: U72-5127

Date: June 2016



REQUEST FOR PROPOSAL (RFP)

IMPORTANT NOTICE TO BIDDERS

1. The National Research Council Canada (NRC) is seeking RFP responses from Construction Management companies to construct one story building approximately 1,250 square meters at the NRC's Upland Campus, Ottawa, Ontario to be delivered by April 2017.

2. **THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT**

For further instructions please consult "Special Instruction to Bidders", SI13, "Security related requirements" and "Supplementary Conditions" SC05 "Security related requirements.

3. **PROPOSAL CLOSING DATE AND BID SUBMISSION INSTRUCTIONS**

Proposals must be delivered not later than 2:00 PM EDT, 30 June 2016 to the following Contracting Authority:

Marc Bedard
Contracting Authority, Procurement Services
National Research Council Canada
1200 Montreal Road, Bldg. M-22
Ottawa, Ontario K1A 0R6 Telephone: 613-993-2274

Proposals must not be sent directly to the Project Authority

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SPECIAL INSTRUCTIONS TO BIDDERS (SI)

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SI01 INTRODUCTION

1. National Research Council Canada (NRC) intends to retain a contractor to provide construction management services for the project as set out in this Request for Proposal (RFP).
2. Bidders responding to this RFP are requested to submit a full and complete quotation. The bid will cover not only the qualifications, experience and organization of the Bidder (Envelope 1 – Technical Proposal), but also the pricing and terms offered (Envelope 2 – Price Proposal).
3. Note:
The terms "bid" and "proposal" are used to designate the documents filed by the Bidder in response to this request for proposal.

SI02 INTEGRITY PROVISIONS - ASSOCIATED INFORMATION

1. By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in GI01 of Integrity Provisions – Bid of the General Instructions – Construction Services – Bid Security Requirements. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

The following are the proposal documents:

- a) Request for Proposals (RFP);
- b) Special Instructions to Bidders (SI);
- c) General Instructions - Construction Services – Bid Security Requirements (GI);
- d) Supplementary Conditions (SC);
- e) Submission Requirements and Evaluation (SRE);
- f) APPENDIX "A"- Price Proposal Form
- g) APPENDIX "B"- Terms of Payment
- h) APPENDIX "C"- General Condition
- i) APPENDIX "D"- Insurance Conditions
- j) APPENDIX "E"- Contractor Security Condition
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- m) APPENDIX "H"- Instruction to obtain Mandatory Security Clearances
- n) APPENDIX "I"- Security Requirement Checklist

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- o) APPENDIX "K"- Concept Design
2. Submission of a proposal constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

SI03 DEFINITION OF BIDDER

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

SI04 ENQUIRIES DURING THE PROPOSAL PERIOD

1. Enquiries regarding this Request for Proposals must be submitted in writing to the Contracting Officer named on the Request for Proposals - Page 1 as early as possible within the solicitation period. Enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this Request for Proposals sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Request for Proposals - Page 1. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a proposal.

SI05 BIDDER'S MANDATORY CONFERENCES AND VISITS

It is MANDATORY that the Bidder or a representative of the Bidder attends at least one of the two Bidder's conferences and visits of the work site. Arrangements have been made for the conferences and site visits to be held at 1920 Research Road, Building U62, located at Uplands Campus, Ottawa, Ontario:

Conference and visit, session 1 – 9 June, 2015, at 13:30;

Conference and visit, session 2 – 16 June, 2015, at 13:30;

Bidders should communicate with the Contracting Authority no later than 48 hours before the session to confirm attendance, provide the name(s) of the person(s) who will attend and specify their preferred language of interaction (English or French). NRC reserves the right to limit the number of participants to two (2) persons per bidder.

Bidders will be required to sign an attendance sheet and a Confidentiality Agreement if this is not already done. Bidders should confirm in their bid that they have attended one of the MANDATORY conferences and site visits. Bidders who do not attend one of the MANDATORY conferences and site visits or do not send a representative will not be given an alternative appointment and THEIR BID WILL BE DECLARED NON-RESPONSIVE. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

SI06 LATE PROPOSALS

1. It is NRC policy to return, unopened, submissions delivered after the stipulated closing date and time.

SI07 PROPOSAL VALIDITY PERIOD

1. NRC reserves the right to seek an extension to the proposal validity period prescribed in BA05 of the Price Proposal Form. Upon notification in writing from NRC, Bidders shall have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1) of SI07 is accepted, in writing, by all those who submitted proposals, then NRC shall continue immediately with the evaluation of the proposals and its approvals processes.
3. If the extension referred to in paragraph 1) of SI07 is not accepted in writing by all those who submitted proposals then NRC shall, at its sole discretion, either
 - a) continue to evaluate the proposals of those who have accepted the proposed extension and seek the necessary approvals; or
 - b) cancel the request for proposals.
4. The provisions expressed herein do not in any manner limit NRC's rights in law or under G116 of the General Instructions - Bid Security Requirements.

SI08 RIGHTS OF NRC

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

SI09 PRICE JUSTIFICATION

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

1. a current published price list indicating the percentage discount available to NRC; or
2. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
3. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering, general and administrative overhead, transportation, etc., and profit; or
4. price or rate certifications; or
5. any other supporting documentation as requested by NRC.

SI10 CONDUCT OF EVALUATION

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

SI11 JOINT VENTURE

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a. the name of each member of the joint venture;
 - b. the Procurement Business Number of each member of the joint venture;
 - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
3. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

SI12 ENTIRE REQUIREMENT

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

because they have met previous requirements.

SI13 SECURITY RELATED REQUIREMENTS

1. At bid closing, the Bidder must hold a valid Security Clearance as indicated in section SC04 of the Supplementary Conditions. Failure to comply with this requirement will render the proposal non-compliant and no further consideration will be given to the Proposal.
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 SC05 of the Supplementary Conditions. **Individuals who do not have the required level of security will not be allowed on site.** It is the responsibility of the successful bidder to ensure that the security requirements are met throughout the performance of the contract. NRC 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. Contractor will need access to U61 to install electrical lines et al. U61 may require secret clearance. Contractors who need access to U61 may require holding secret clearance or having escort.
4. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" on the Standard Procurement Documents Website: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.htm!>

GENERAL INSTRUCTIONS – CONSTRUCTION SERVICES – BID SECURITY REQUIREMENTS (GI)

GI01	Integrity Provisions – Bid
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GI03	Overview of Selection Procedure
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GI06	Responsive Proposal
GI07	Submission of Proposal
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GI13	Applicable Taxes
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GI01 INTEGRITY PROVISIONS

1. Bidders must comply with the “*Code of Conduct for Procurement*” (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>). In addition bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitations and resulting contracts, and submit bids as well as enter into contracts only if they will fulfil all obligations of the Contract.
2. By submitting a bid 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 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 bid solicitation..
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 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. Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.

If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

NRC 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*" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) 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 co-operate to the verification process will result in the bid being declared non-responsive.

5. The Bidder must diligently inform NRC 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, the Bidder certifies that it is aware, and that its affiliates are aware, that NRC may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. NRC 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, 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*" (<http://laws-lois.justice.gc.ca/eng/acts/L-12.4/>).

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 or promptly afterwards a copy of confirming documentation from an official source for its certification to be found true by NRC for the purpose of these Integrity Provisions. If the documentation has not been received by the time the evaluation of bids is completed Canada will inform the Bidder of a time frame within

which to provide the information. Failure to comply within the time frame specified will render the bid non-responsive.

9. By submitting a bid, 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", (<http://laws-lois.justice.gc.ca/eng/acts/f-11/>) 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*" (<http://laws-lois.justice.gc.ca/eng/acts/C-46/>), 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*" (<http://laws-lois.justice.gc.ca/eng/acts/C-46/>), 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*" ([Http://laws-lois.justice.gc.ca/eng/acts/C-34/](http://laws-lois.justice.gc.ca/eng/acts/C-34/)), or
 - e) section 239 (False or deceptive statements) of the *Income Tax Act*, ([Http://laws-lois.justice.gc.ca/eng/acts/I-3.3/index.html](http://laws-lois.justice.gc.ca/eng/acts/I-3.3/index.html)) or
 - f) section 327 (False or deceptive statements) of the "*Excise Tax Act*" ([Http://laws-lois.justice.gc.ca/eng/acts/E-15/](http://laws-lois.justice.gc.ca/eng/acts/E-15/)), 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"* ([Http://laws-lois.justice.gc.ca/eng/acts/C-45.2/](http://laws-lois.justice.gc.ca/eng/acts/C-45.2/)), 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*" ([Http://laws-lois.justice.gc.ca/eng/acts/C-38.8/](http://laws-lois.justice.gc.ca/eng/acts/C-38.8/)).

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 bid solicitation, 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 favourable to NRC 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:

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

If all bids 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 bids 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*", (<http://laws-lois.justice.gc.ca/eng/acts/C-46/>) the "*Government Contracts Regulations*" (<http://laws-lois.justice.gc.ca/eng/regulations/SOR-87-402/>) and the "*Code of Conduct for Procurement*" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>).

GI02 INTRODUCTION

1. National Research Council Canada (NRC) intends to retain a Contractor to provide construction management services for the project as set out in this Request for Proposal (RFP).
2. Bidders responding to this RFP are requested to submit a full and complete quotation. The bid will cover not only the qualifications, experience and organization of the Bidder (Envelope 1 – Technical Proposal), but also the pricing and terms offered (Envelope 2 – Price Proposal).
3. Note:
The terms "bid" and "proposal" are used to designate the documents filed by the Bidder in response to this request for proposal.

GI03 OVERVIEW OF SELECTION PROCEDURE

1. Proposal
 - a) Proposals are submitted following a "two-envelope" procedure, in which Bidders submit the "technical" component of their proposal in one envelope and the proposed price of the services (price proposal) and bid security in a second envelope.
 - b) The information that Bidders are required to provide is set out in detail elsewhere in this RFP.
2. Proposal Evaluation and Final Rating
 - a) Qualifications and technical components of all responsive proposals received are reviewed, evaluated and rated by an Evaluation Board in accordance with the evaluation criteria, components and weight factors set out in the RFP. Upon completion of the evaluation, Technical Ratings are established.
 - b) Technical Ratings are multiplied by predetermined percentage factors to establish Technical Scores. Proposals achieving the minimum Technical Scores specified in the Submission Requirements and Evaluation section of the RFP are further considered.
 - c) The price envelopes of all responsive proposals achieving the minimum Technical Scores will be opened upon completion of the technical evaluation. The total proposal amount will be divided by its technical score to determine a Price per Point.
 - d) Neither the responsive proposal that receives the highest number of points nor the one that proposed the lowest amount will necessarily be accepted. The responsive proposal with the lowest evaluated Price per Point will be recommended for award of a contract.
3. Notification
 - a) NRC normally expects to advise unsuccessful Bidders, in writing, within one (1) week after NRC has entered into a contractual arrangement with the successful Bidder.
4. Bid Opening
 - a) There will be no public opening of proposals

GI04 COMPLETION OF PROPOSAL

1. The proposal shall be:
 - a) submitted on the Price Proposal Form provided through the through Public Works and Government Services Canada (PWGSC) or on a clear and legible reproduced copy of such Price Proposal Form that must be identical in content and format to the Price Proposal Form provided through PWGSC Public Government Tendering Service (GETS) website: www.buyandsell.gc.ca.
 - b) based on the Proposal Documents listed in the Special 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 GI16; 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 GI17, any alteration to the pre-printed or pre-typed sections of the Price Proposal Form, or any condition or qualification placed upon the bid shall be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Price Proposal Form by the Bidder shall be initialed by the person or persons signing the proposal. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.
3. Unless otherwise noted elsewhere in the Proposal Documents, facsimile copies of bids are not acceptable.
4. NRC will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS) website: www.buyandsell.gc.ca. NRC is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, NRC will not be sending notifications. NRC 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. NRC will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.

GI05 REVISION OF PROPOSAL

1. A proposal submitted in accordance with these instructions may be revised by letter provided at the office designated for the receipt of proposals, on or before the date and time set for the closing of the solicitation. The letter shall be on the Bidder's letterhead or bear a signature that identifies the Bidder.
2. A revision to a proposal 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 submitted to confirm an earlier revision shall be clearly identified as a confirmation.
4. Failure to comply with any of the above provisions shall result in the rejection of the non-compliant revision(s) only. The proposal shall be evaluated based on the original proposal submitted and all other compliant revision(s).

GI06 RESPONSIVE PROPOSALS

1. To be considered responsive, a proposal must meet all of the mandatory requirements set out in the Request for Proposal. No further consideration in the selection procedure will be given to a Bidder submitting a non-responsive proposal.

GI07 SUBMISSION OF PROPOSAL

1. The technical and price components (Price Proposal Form duly completed, and the bid security) of the proposal should be submitted in separate, easily identified envelopes in accordance with the instructions contained in the proposal documents. Both envelopes shall be submitted as one package to the office designated on the Front Page "Request for Proposals" for the receipt of proposals. The proposal must be received on or before the date and time set for solicitation closing.
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 bids including such provision will render the bid non-responsive.
3. Prior to submitting the bid, the Bidder shall ensure that the following information is clearly printed or typed on the face of the bid envelope:
 - a) Solicitation Number;
 - b) Name of Bidder;
 - c) Return address; and
 - d) Closing Date and Time.
4. Timely and correct delivery of proposals is the sole responsibility of the Bidder.

GI08 DEBRIEFING

1. A debriefing may be provided, on request, only following entry by NRC into a contractual arrangement with the successful Bidder. Should a Bidder desire a debriefing, the Bidder should contact the Contracting Officer identified on the front page of the Request for Proposal. The debriefing will include an outline of the reasons the submission was not successful, making reference to the evaluation criteria. The confidentiality of information relating to other submissions will be protected.

GI09 PERFORMANCE EVALUATION

1. Bidders shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by NRC. 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.

GI10 COMPOSITION OF CONSTRUCTION MANAGEMENT TEAM

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

GI11 LIMITATION OF SUBMISSIONS

1. While there is no requirement for firms to participate in this procurement in joint venture, they may elect to do so if they see fit. However, only one submission per bidder will be accepted, whether it is submitted by a firm as an individual Bidder or by that firm as part of a joint venture Bidder. If more than one submission is received from a firm acting either individually or in joint venture, all such submissions shall be rejected and no further consideration shall be given to the firm or to any proposed joint venture of which the firm forms part.
2. A joint venture is defined as an association of two or more parties which combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise.
3. An arrangement whereby NRC contracts directly with a Contractor who may retain subcontractors to perform portions of the work is not a joint venture arrangement. A subcontractor may be proposed as part of the Construction Management Team by more than one Bidder.
4. Notwithstanding paragraph 3. above, in order to avoid any conflict of interest, or any perception of conflict of interest, no firm acting as an individual Bidder or as part of a joint venture Bidder, shall be proposed as a member of another Bidder's Team, either as a subcontractor or as part of another joint venture Bidder. Failure to comply with this limitation will result in all submissions so involved being rejected
5. Any joint venture must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

GI12 IDENTITY OR LEGAL CAPACITY OF THE BIDDER

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

GI13 APPLICABLE TAXES

1. "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.
2. The amount of the tender shall include all taxes as levied under the Excise Act, the Excise Tax Act, the Old Age Security Act, the Customs Act or the Customs Tariff, in force or applicable at the time.
3. In Quebec, the Provincial Sales Tax should not be included in the Tender Price as the Federal Government is exempt. Tenderers should contact the Provincial Revenue Minister to recover all taxes paid for goods and services rendered under this contract.
4. Tenderers must include in their Tender Price the amount of Provincial Sales Tax for which the exemption does not apply.

GI14 CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES

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

GI15 NOT APPLICABLE

GI16 BID SECURITY REQUIREMENT

- 1a) Bid Security is required and must be submitted in one of the following forms:
 - i) a certified cheque payable to the Receiver General for Canada and drawn on a member of the Canadian Payments Association or a local cooperative credit society that is a member of a central cooperative credit society having membership in the Canadian Payments Association; **OR**
 - ii) bonds of the Government of Canada, or bonds unconditionally guaranteed as to principal and interest by the Government of Canada; **OR**
 - iii) a bid bond.
- 1b) Regardless of the Bid Security submitted, it should never be more than \$250,000 maximum, calculated at 10% of the first \$250,000 of the tendered price, plus 5% of any amount in excess of \$250,000.
- 2a) Bid Security shall accompany each tender or, if forwarded separately from the tender, shall be provided not later than the specified tender closing time. Bid Security must be in the ORIGINAL form. Fax or photocopies and NOT acceptable. FAILURE TO PROVIDE THE REQUIRED BID SECURITY SHALL INVALIDATE THE TENDER.
- 2b) If the tender is not accepted, the Bid Security submitted pursuant to Article 8 shall be returned to the tenderer.
- 3a) The successful tenderer is required to provide security within 14 days of receiving notice of tender acceptance. The tenderer must furnish EITHER:

- i) a Security Deposit as described in 1(b) above together with a Labour and Material Payment Bond in the amount of at least 50% of the amount payable under the contract, OR
- ii) a Performance Bond and a Labour and Material Payment Bond – each in the amount of 50% of the amount payable under the contract.

3b) Should it not be possible to obtain a Labour Material Payment Bond as required under 3(a) above, on making application thereof to at least two acceptable Bonding Companies, an additional Security Deposit of a straight 10% of the amount payable under the contract must be furnished.

3c) Where a tender has been accompanied by a Security Deposit, as described in 1(b) above, the amount of the Security Deposit required under 3(a) above may be reduced by the amount of the Security Deposit which accompanied the tender.

3d) Bonds must be in an approved form and from the companies whose bonds are acceptable to the Government of Canada. Samples of the approved form of Bid Bond, Performance Bond and Labour and Material Payment Bond and a list of acceptable Bonding Companies may be obtained from the Contracting Officer, National Research Council, Building M-22, Montreal Road, Ottawa, Ontario, K1A 0R6.

4a) Interest on Security Deposits: Tenderers are notified that they must make their own arrangements with their bankers as to the interest, if any, on the amount of the certified cheque accompanying their tender. The Council will not pay interest on said cheque pending the awarding of the contract nor be responsible for the payments of interest under any arrangement made by the tenderers.

GI17 REJECTION OF PROPOSAL

1. NRC may accept any proposal, whether it is the lowest or not, or may reject any or all proposals.
2. Without limiting the generality of paragraph 1) of GI17, NRC may reject a solicitation 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 proposal 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 NRC, 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 NRC that based on past conduct or behaviour, the Bidder, a subcontractor 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 NRC

- i. NRC 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. NRC 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 GI17, NRC 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 GI17, NRC may reject any proposal based on an unfavourable assessment of the
 - a) adequacy of the proposal price to permit the work to be carried out and, in the case of a proposal 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 NRC intends to reject a proposal pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI17, other than subparagraph 2)(a) of GI17, 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 proposal rejection.
6. NRC may waive informalities and minor irregularities in proposals received if NRC determines that the variation of the proposal from the exact requirements set out in the Bid Documents can be corrected or waived without being prejudicial to other Bidders.

GI18 PROPOSAL COSTS

1. No payment will be made for costs incurred in the preparation and submission of a proposal in response to the proposal solicitation. Costs associated with preparing and submitting a proposal, as well as any costs incurred by the Bidder associated with the evaluation of the proposal, are the sole responsibility of the Bidder.
2. Except as expressly and specifically permitted in this RFP, no Bidder or Potential Bidder shall have any claim for any compensation of any kind whatsoever in relation to this RFP, or any aspect of the procurement process, and by submitting a proposal each Bidder shall be deemed to have agreed that it has no claim.
3. No additional Payments for Increased Costs: The only other adjustments in the contract price allowed are those specified in the General Conditions of the General Specification.

The contract price will not be amended for change in freight rates, exchange rates, wage rates or cost of materials, plant or services.

GI19 AWARDS

1. The Council reserves the power and right to reject tenders received from parties who cannot show a reasonable acquaintance with and preparation for the proper performance of the class of work herein specified and shown on plans. Evidence of such competence must be furnished by the tenderers if required to do so.
2. A tenderer may be required to furnish to the Contracting Office, National Research Council of Canada, Building M-22, 1200 Montreal Road, Ottawa, Ontario, K1A 0R6, Canada, and unsigned copies of the insurance requirements as covered by the Insurance Conditions of the General Specification.
3. The Council does not bind itself to accept the lowest or any tender.

GI20 COMPLIANCE WITH APPLICABLE LAWS

4. By submission of a bid, the Bidder certifies that the Bidder has the legal capacity to enter into a contract and is in possession of all valid 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 and entry into any ensuing contract for the performance of the work.
5. For the purpose of validating the certification in paragraph 1) of GI20, 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.
6. Failure to comply with the requirements of paragraph 2) of GI20 shall result in disqualification of the bid

GI21 FINANCIAL STATEMENTS

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

GI22 CONFLICT OF INTEREST - UNFAIR ADVANTAGE

1. In order to protect the integrity of the procurement process, bidders are advised that NRC may reject a bid in the following circumstances:
 - a) if the Bidder, any of its subcontractors, any of their respective employees or former employees

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

GI23 DISCREPANCIES, OMISSIONS, ETC.

1. Bidders finding discrepancies in, or omissions from, drawings, specifications or other documents, or having any doubt as to the meaning or intent of any part thereof, should at once notify the Engineer who will send written instructions or explanation to all bidders.
2. Neither the Engineer nor the Council will be responsible for oral instructions.
3. Addenda or corrections issued during the time of the bidding shall be covered in the proposal.
However, the contract supersedes all communications, negotiations and agreements, either written or oral, relating to the work and made prior to the date of the contract.

GI23 EXAMINATION OF SITE

1. All parties tendering shall examine the sites of the proposed work before sending in their tender and make themselves thoroughly acquainted with the same and obtain for themselves any and all information that may be necessary for the proper carrying out of the Contract. No after claim will be allowed or entertained for any work or material that may be requisite and necessary for the proper execution and completion of this Contract with the exception of that provided for under GC 35 in the General Conditions of the General Specification.

GI24 TENDER SUBMISSION ADDRESS

1. Tenders are to be submitted in sealed envelopes to:
National Research Council Canada
Administrative Services and Property Management Branch
1200 Montreal Road
Building M-22 Ottawa,
ON, K1A 0R6

Endorsed "Tender for (insert title of work as it appears in the drawings and specifications)" and

must bear the name and address of the tenderer.

2. Unless otherwise specified, the only documents required to be submitted with the tender are the Tender form and the Bid Security.

SUPPLEMENTARY CONDITIONS

- SC01 CHANGES TO CONTRACT DOCUMENTS
- SC02 SOLICITING BIDS
- SC03 REPLACEMENT OF SPECIFIC INDIVIDUALS
- SC04 DETERMINATION OF CONSTRUCTION COST
- SC05 SECURITY REQUIREMENT
- SC06 VERIFICATION OF SECURITY CLEARANCE AT BID CLOSING
- SC07 INSURANCE TERMS

SC01 CHANGES TO CONTRACT DOCUMENTS

SC02 SOLICITING BIDS

1. The Contractor shall solicit bids whenever it is cost effective to do so for any portion of the Work that is estimated at less than \$25,000.
2. The Contractor shall solicit a minimum of three (3) bids before any subcontract is entered into for any portion of the Work that is estimated at \$25,000 or more.
3. The Contractor, with NRC's agreement, may set aside the requirement to solicit three (3) bids if it is not in the public interest to do so, or less than three (3) firms are capable of performing the Work.
4. For subcontracts estimated at \$100,000 or more, including harmonized sales tax, the Contractor shall advertise publicly through MERX™ Private.

SC03 REPLACEMENT OF SPECIFIC INDIVIDUALS

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to NRC. 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.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority 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.

SC04 DETERMINATION OF CONSTRUCTION COST

1. The price of any portion of the Work that is subcontracted shall be equal to the amount of the subcontract plus the applicable Contractor's Percentage Fee.
2. Any adjustment to the amount of a subcontract shall require NRC's approval in writing. The Contractor shall not be entitled to any additional fees other than the Percentage Fee.
3. Any request for adjusting the amount of a subcontract shall be substantiated with a cost estimate breakdown itemizing all labour, material, and plant costs, and the amount of any allowance. The Contractor shall ensure that all prices included in the breakdown are fair and reasonable and in conformance with the following:
 - a) Labour rates shall be established in accordance with applicable trade union agreements. Non-union labour rates shall be established in accordance with the General Fair Wage Clause of the Labour Conditions. All labour rates shall require approval by NRC 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 shall be negotiated by the Contractor for each change and shall represent the reasonable amount for the nature and complexity of each change.
4. The price of any portion of the Work that is not subcontracted or paid for as a Fixed Fee shall be equal to the actual cost of that portion of the Work plus the applicable Contractor's Percentage Fee.

SC05 SECURITY REQUIREMENT

This procurement contains a mandatory security requirement as follows:

1. The Contractor personnel requiring access to the performance of the Contract must hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Director (CISD), Public Works Government Services Canada. Sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
2. The Contractor must comply with the provisions of the:
 - a. Security Requirements Checklist attached at Appendix "K"
 - b. Industrial Security Manual (Latest Edition) available at:
<http://ssi-iss.tpsgc-pwgsc.gc.ca/ssi-iss-services/eso-oss-eng.html>

SC06 VERIFICATION OF SECURITY CLEARANCE AT BID CLOSING

1. The Bidder must hold a valid Designated Organization Screening (DOS) issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC), TO BE INCLUDED WITH THEIR TENDER OR PROVIDED WITHIN 48 HOURS FROM THE DATE AND TIME OF TENDER CLOSING. Verifications will be made through CISD to confirm the security clearance status of the Bidder. Failure to comply with this requirement will render the bid non-compliant and no further consideration will be given to the bid.
2. All of the sub-contractors, each of whom must hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC, or any other Federal Department or Agency along with the names and birthdates or security clearance certificate numbers of all personnel who will be assigned to the project. It is to be noted that any subcontractor required to perform any part of the work during the performance of the subsequent contract must also adhere to the mandatory security requirement of

the contract. As well, no personnel without the required level of security will be allowed on site. It will be the responsibility of the successful bidder to ensure that the security requirement is met throughout the performance of the contract. The Crown will not be held liable or accountable for any delays or additional costs associated with the contractor's non-compliance to the mandatory security requirement. Failure to comply with the mandatory security requirement will be grounds for being declared in default of contract.

3. For any enquiries concerning the project security requirement during the bidding period, the Bidder/Tenderer must contact the Security Officer @ 613-993-8956.

SC07 INSURANCE TERMS

1. Insurance Contracts

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

2. Period of Insurance

- a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

3. Proof of Insurance

- a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- b) Insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4. Insurance Proceeds

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

5. Deductible

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

SC08 PROJECT FEATURES

NOTE: For this and the following sections, the bidder is defined as the contractor.

1. Status of Design Documents

Project is design development stage and the tender ready documents will be available in three steps:

Tender Ready Drawings

1-Work Package #1 Site Services & Sub-Structure	30-Jun-16
2-Work Package #2 Structure & Exterior Enclosure	15-Jul-16
3-Work Package #3 interior and M&E	29-Jul-16

Considering the schedule, work must begin before the completion of documents. To this end, the contractor will specify the types of documents required under its strategy of bidding.

2. Execution of the works

The implementation of this project requires several phases of work planning. Construction of foundation and site services should start as soon as the tender documents are issued, following by the building structure and shell, and interior fit-up.

The contractor will analyze the planning and set according to its planning all of this work. Overlap of the works will be required to meet the timetable.

-Phasing of Works

A preliminary phasing of construction work was developed by the project team for the major works. However, in coordination with the project team, the contractor will analyze and define the duties of the phasing in planning the work.

-Temporary –Development

Temporary facilities have been also developed by the project team for the major Labs. The contractor shall in coordination with the project team, analyze and integrate these plans in its work planning.

-Building Occupied (U61 and U62)

Construction planning must consider the building's security requirements and the constraints of a building in operation. It is imperative that the building's services are not be interrupted in order to maintain the operations of other occupants of the building.

-Moving

The contractor will organize, manage and execute all the moves required from the temporary installation of Labs to the permanent installations.

3. Available Documentation

The following documentation will be available on written request to the Contracting Authority.

- Site Plan

4. Estimated Construction Cost

The estimated value of construction costs are as follow: (plus applicable taxes).

Work Package #1 Site Services & Sub-Structure	\$560,000.00
Work Package #2 Structure & Exterior Enclosure	1,250,000.00
Work Package #3 Interior and M&E	\$1,800,000.00
Total Cost	\$3,610,000.00
Contingency	\$200,000.00
Subtotal	\$3,810,000.00

5. Schedule

A timetable for the completion of this work using Critical Path Method in MS Project format will be defined by the Construction Manager in coordination with the consultant and NRC in accordance with the requirements of the schedule.

6. Preliminary timetable

A preliminary timetable was proposed by NRC and the consultants for the entire project; design and construction.

This schedule should be analyzed, adjusted and defined by the contractor, so as to enable the delivery of substantial achievements at the latest by April 28, 2017 and completions before June 30, 2017.

This is the definitive substantial completion date for the project since the temporary installation will be relocated from the buildings U62 and U61 to the new building for permanent installation in June 2017.

The contractor will have to plan his schedule in terms of its risk analysis. The substantial completions dates may be accelerated according to the definition of the contractor's schedule.

7. CONSULTANT

Architect: KWC Architect
M&E Consultant: Goodkey, Weedmark & Associates Limited
Structural Consultant: Liebe
Civil Consultant: Ainley Graham & Associates Limited
Code Consultant: Morrison Hershfield

Submission Requirements and Evaluation

- SRE1 GENERAL INFORMATION
- SRE2 TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS AND EVALUATION
- SRE3 EVALUATION AND RATING
- SRE4 PRICE EVALUATION
- SRE5 BASIS OF SELECTION

SUBMISSION REQUIREMENTS AND EVALUATION

SRE1 GENERAL INFORMATION

1.1 SUBMISSION OF PROPOSALS

1. The bid shall be submitted following a "two-envelope" procedure in which the Bidder submits the Qualifications Form and any required associated document(s) in envelope 1 and the Bid and Acceptance Form and any required associated document(s) in a envelope 2. Both envelopes shall be enclosed and sealed together in a third envelope, the bid envelope. All envelopes are to be provided by the Bidder.
2. The bid envelope shall be addressed and submitted to the office designated on the Front Page of the Request for Proposal for the receipt of the bids, which is located at the following address:

National Research Council Canada (NRC) Procurement Services
1200 Montreal Road, Building
M-22 Ottawa, Ontario
K1A 0R6

The bid must be received on or before the date and time set for solicitation closing. Prior to submitting the bid, the Bidder shall ensure that the following information is clearly printed or typed on the face of the bid envelope:

- a. Solicitation Number;
 - b. Name of Bidder;
 - c. Return address; and
 - d. Closing Date and Time.
3. If you require clarification regarding any aspect of this RFP, address all queries to the Contracting Authority, identified below, at least 5 working days before the closing date. All queries must be in writing and queries received less than 10 working days prior to the closing date cannot be guaranteed a response. Information received verbally will not be binding upon the NRC.

Marc Bedard
Contracting Authority, Procurement Services
National Research Council Canada
1200 Montreal Road, Bldg. M-22
Ottawa, Ontario K1A 0R6
Telephone: 613-993-2274
Facsimile: 613-998-5701

4. The technical proposal and any required associated document(s), shall be enclosed and sealed in one envelope with the following information clearly printed or typed on the face of the envelope:

- a. **ENVELOPE 1 – TECHNICAL PROPOSAL:**
- b. Solicitation Number; and
- c. Name of Bidder.

Documents to be included in envelope 1 :

- a. *Technical Proposal (1 original + 5 copies)*

5. The Bid and Acceptance Form, and any required associated document(s), shall be enclosed and sealed in another envelope with the following information clearly printed or typed on the face of the envelope:

- a. **ENVELOPE 2 – PRICE PROPOSAL:**
- b. Solicitation Number; and
- c. Name of Bidder.

Documents to be included in envelope 2 :

- a. *Bid and acceptance form (Appendix A)*
- b. *Price table of Appendix H – Basis of Payment*
- c. *Bid security*

6. The bid shall be in Canadian currency. Exchange rate fluctuation protection is not offered. Any request for exchange rate fluctuation protection shall not be considered.
7. Timely and correct delivery of bids is the sole responsibility of the Bidder.

1.2 **FORMAT OF PROPOSALS**

1.2.1 Technical Proposal

In their technical proposal, bidders should demonstrate their understanding of the requirements contained herein and explain how they will 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. In order to facilitate the evaluation of the proposal, NRC requests that the bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their proposals by identifying the specific paragraph and page number where the subject topic has already been addressed.

The following proposal format information should be implemented when preparing the 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.

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

- Covering Letter
- Front Page of the RFP
- Health and Safety documentation
- Resumes (limit 2 page each)
- Sample Project reports. Refer to SRE 2.1

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

1.2.2 PRICE PROPOSAL

Bidders must submit their price proposal in accordance with Appendix A - Proposal and Acceptance Form and G16 Bid Security Requirements of the General Instructions to Bidders.

1.3 EVALUATION OF PROPOSALS

1.3.1. To be declared responsive, a proposal must:

- a) comply with all the requirements of the proposal solicitation;
- b) meet all mandatory requirements and technical evaluation criteria;
- c) Price proposal form must be fully completed and accompanied by the required bid security.

1.3.2. Proposals not meeting 1.3.1 will be declared non-responsive. Responsive proposals will be evaluated and assigned a score against the criteria described in SRE 2.

1.4 MANDATORY REQUIREMENT

1.4.1 Security requirements:

This procurement contains a mandatory security requirement as follows:

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Director (CISD), Public Works Government Services Canada.
2. The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Contractor must comply with the provisions of the:
 - c. Security Requirements Checklist attached at Appendix "K"
 - d. Industrial Security Manual (Latest Edition) available at:

<http://ssi-iss.tpsgc-pwgsc.gc.ca/ssi-iss-services/eso-oss-eng.html>

1.4.2 Health and Safety:

The bidder **must** have an above-average health and safety record such that the bidder receives a reduction in fees from the worker's compensation regime within its province of operation. At the time of proposal submission, the bidder should provide proof from the appropriate worker's compensation regime body that it receives this reduction of fees.

In the case of a submission from a bidder in joint venture, each of the members of the joint venture must have an above-average health and safety record such that the bidder receives a reduction in fees from the worker's compensation regime within its province of operation. At the time of proposal submission, each member of the joint venture should provide proof from the appropriate worker's compensation regime body that it receives this reduction of fees.

If acceptable proof is not provided as requested, the Contracting Authority will so inform the bidder or bidder in joint venture and provide them five (5) working days within which to meet the requirement. **Failure to comply with the request of the Contracting Authority to meet the requirement within that time frame will render the proposal non-responsive and no further consideration will be given to the proposal.**

SRE2 TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS AND EVALUATION

2.1 TECHNICAL CRITERION 1 - Experience of the Bidder: (Maximum Points: 245.0 points)

Information to be provided

1) General experience of the bidder

Bidder should demonstrate that it has experience of at least ten (10) years in the execution of construction and renovation of buildings. The bidder should also demonstrate that they have experience of at least ten (10) years in the realization of construction management project.

2) Projects

Bidder should submit a description of **two (2) undertaken and completed projects** (Substantial Completion Certificate issued) within the last **ten (10) years preceding the closing date of the RFP, executed in a construction management mode**. The bidder should:

- Provide a brief project description and intent including total construction value and contracts managed as well as the start date and end/Substantial Completion date. Clearly indicate how the project is comparable to the subject Project of this RFP;
- Describe how budget was controlled and managed (i.e. contract price & final construction cost with explanation to address variances);
- Provide how schedule was controlled and managed (i.e. initial schedule and revised schedule with explanation to address variances);
- Describe how scope, quality and risks were managed to achieve client's expectations (provide specific examples that are relevant to this project);

- Names of key personnel responsible for delivery; outline their roles and responsibilities; and
- Provide one reference from the work provider (client) for each of the projects, including name, address, phones and e-mail of client contact at the working level - (NRC reserves the right to verify the references to validate the accuracy of the information). If the reference is not provided, the project will not be considered.
 - If the contact information for the reference provided is incorrect or no longer valid the bidder will receive zero points
 - If the reference does not provide positive feedback or was unsatisfied with the bidder, the bidder will receive zero points.

2.2 TECHNICAL CRITERION 2 - Experience of Key Personnel of the Bidder: (Maximum Points: 325.0)

Describe the accomplishments/achievements, relevant experience/expertise, roles/responsibilities/ degree of involvement/ years with the firm of all key personnel and their back-ups. The key personnel include, at a minimum, the Project Manager, Cost Estimation & Control Specialist, Superintendent, and Site Safety Officer. Although persons holding multiple-roles are allowed, full considerations will be given if these positions are filled with different individuals.

Information to be provided for the Project Manager:

The Project Manger should have a minimum of ten (10) years of experience as a project manager. In addition he should have ten (10) years of construction management experience. It will be the contact person of the PWGSC project manager with the bidder.

- Relevant experience in the proposed position and number of years of experience in both the proposed position and in the construction industry (if not done with Bidder firm, specify name of firm);
- Role, responsibility and degree of involvement of this individual in past projects;
- Present two construction management projects undertaken and completed during the past 10 years preceding the closing date of this RFP. Describe the scope of work, the complexity and the costs.
- Provide references and acknowledgments of the client (customer) for each project.
- Provide the name, address, phone numbers and electronic address of the contact. NRC reserves the right to verify the references in order to validate the accuracy of information. If the reference work provider is not provided, the project will not be considered.

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

- Relevant experience in the proposed position and number of years experience in both the proposed position and the construction industry (if not done with Bidder firm, specify name of firm);
- Role, responsibility and degree of involvement of individual in past projects (especially those identified in Criterion 1);
- Name and qualifications of the back-up person for each key personnel. Rating will be deducted if back-up personnel have already been named as team members filling other roles.
- Confirm, given constrained timeline, that proposed team is available immediately for this Project;
- Identify what other corporate resources may be necessary/available and explain how they will assist the Project team in specific areas.

**2.3 TECHNICAL CRITERION 3 - Understanding of the Project
(Maximum Points: 90)**

The Bidder should demonstrate an understanding of the goals, the constraints, the challenges and the issues of the Project that will shape the end product.

Information to be supplied:

- Description of the Project goals with highlights of those that are particularly significant to the Project;
- Description of the Contractor's Construction Management philosophy/methodology to meet the intent of the Project and PWGSC's expectations;
- Description of the approach to major issues to be dealt with during the Project such as:
 - Multiple stakeholders
 - Quality control
 - Coordination of multiple-path schedules

**2.4 TECHNICAL CRITERION 4 - Management of Services:
(Maximum Points: 80)**

The Bidder should demonstrate capability to manage the services and meet Project challenges and to ensure consistent control and communication efficiency. The Bidder should also demonstrate how the team will be organized and managed.

Information to be supplied:

- Organization chart with key personnel to be involved in this project and other position titles and names of the Bidder's team;

- Description of reporting relationships within the firm, with NRC and with external stakeholders;
- Internal and external communication strategy, including but not limited to meetings, communication tools, reporting tools and format, etc.
- Description of how advice will be provided during the design and implementation stages;

2.5 TECHNICAL CRITERION 5 - Management of Services and Work (Maximum Points: 260)

The Bidder should describe how it proposes to perform the Services and deliver the Work while meeting the project constraints.

Information to be supplied:

- Description of Time Services, explain how schedule control will be applied throughout the delivery of the Project;
- Description of Cost Services, explain how cost control will be applied throughout the delivery of the Project;
- Description of Scope control methodology, e.g. tender processes, sequencing and/or phasing, package (monetary) values, bidder lists, etc.
- Description of Quality control methodology, explain how quality control will be applied throughout the delivery of the Project;
- Description of Tendering methodology;
- Description of Commissioning methodology; and

The bidder should have an above-average health and safety record such that the bidder receives a reduction in fees from the worker's compensation regime within its province of operation. At the time of bid submission, the bidder should provide proof from the appropriate worker's compensation regime body that it receives this reduction in fees.

In the case of submission submitted in joint venture, each of the members of the joint venture should provide proof from the appropriate worker's compensation regime body that it receives this reduction of fees as described above.

SRE3 EVALUATION AND RATING

At first, the envelopes containing the price proposals will not be opened and only the technical aspects of the compliant proposals will be examined, evaluated and rated by a NRC Evaluation Committee in accordance to the following in order to establish the technical ratings:

Criterion	Score	Weight	Max Point
SRE 2.1 - Technical Criterion 1 - EXPERIENCE OF THE BIDDER			
General experience of the Bidder	0-10	1	20
Subtotal – General experience of the Bidder:			20
Project 1			
Project Description	0-10	3	30
How budget was controlled and managed	0-10	3	30
How schedule was controlled and managed	0-10	3	30
How scope, quality, and risks were managed to achieve client's expectations	0-10	1.5	15
Client references	0-10	0.75	7.5
Subtotal – Project 1:			112.5
Project 2			
Project Description	0-10	3	30
How budget was controlled and managed	0-10	3	30
How schedule was controlled and managed	0-10	3	30
How scope, quality, and risks were managed to achieve client's expectations	0-10	1.5	15
Client references	0-10	0.75	7.5
Subtotal – Project 2:			112.5
Subtotal SRE 2.1:			225
SRE 2.2 - Technical Criterion 2 - EXPERIENCE OF KEY PERSONNEL OF BIDDER			
Project Manager			
Relevant experience (including the description of the two construction management projects)	0-10	7	70
Role, responsibility and degree of involvement of individual in past projects	0-10	3	30
Client references and acknowledgments	0-10	1	10
Name and qualifications of the back-up person for each key personnel	0-10	0.5	5
Subtotal - Project Officer:			115
Superintendent			
Relevant experience	0-10	5	50
Role, responsibility and degree of involvement of individual in past projects	0-10	2	20
Client references and acknowledgments	0-10	0.5	5
Name and qualifications of the back-up person for each key personnel	0-10	0.5	5
Subtotal - Superintendent:			80
Cost estimation & control Specialist			
Relevant experience	0-10	4	40
Role, responsibility and degree of involvement of individual in past projects	0-10	2	20
Client references and acknowledgments	0-10	0.5	5
Name and qualifications of the back-up person for each key personnel	0-10	0.5	5
Subtotal - Cost estimation & control Specialist :			70

Site Safety Officer			
Relevant experience	0-10	3	30
Role, responsibility and degree of involvement of individual in past projects	0-10	2	20
Client references and acknowledgments	0-10	0.5	5
Name and qualifications of the back-up person for each key personnel	0-10	0.5	5
Subtotal - Cost estimation & control Specialist :			60
Subtotal EPEP 2.2:			325
SRE 2.3 - Technical Criterion 3 - UNDERSTANDING OF THE PROJECT			
Description of the Project goals , constraints and challenges of the Project with highlights of those that are particularly significant to the Project	0-10	4	40
Description of the Contractor's Construction Management methodology	0-10	3	30
Description of the approach to major issues to be dealt with during the Project such as: multiple stakeholders, quality control.	0-10	2	20
Subtotal EPEP 2.3:			90
SRE 2.4 - Technical Criterion 4 - MANAGEMENT SERVICES			
Organization chart	0-10	3	30
Description of reporting relationships within the firm and with PWGSC.	0-10	1	10
Communication strategy	0-10	2	20
Description of how advice will be provided during the design and implementation stages	0-10	2	20
Subtotal EPEP 2.4:			80
SRE 2.5 - Technical Criterion 5 - MANAGEMENT OF SERVICES AND WORK			
Description of Time Services, explain how schedule control will be managed/ controlled throughout the delivery of the Project.	0-10	9	90
Description of Cost Services, explain how cost control will be applied throughout the delivery of the Project	0-10	5	50
Description of Scope/Quality control methodology, explain how control will be applied throughout the delivery of the Project.	0-10	5	50
Description of Tendering methodology;	0-10	3	30
Description of the basic and improved Commissioning methodology.	0-10	2	20
Provided a Worker's Safety and Insurance Board (WSIB) CAD-7 certificate, or equivalent documentation from another jurisdiction.	0 or 10	2	20
Subtotal EPEP 2.5:			260
TOTAL TECHNICAL RATING			430
Sum of subtotal SRE 2.1 to SRE 2.5:			1000

SAMPLE EVALUATION TABLE

SCALE		
10	Meets the desirable maximum that is considered useful.	Excellent
9	Substantially exceeds the minimum.	Very Good
8	Slightly exceeds the minimum.	Good
7	Just meets the minimum.	Acceptable
	PASS MARK – MINIMUM 600- MUST BE STATED IN RFP	
6	Just fails to meet the minimum.	
5	Slightly below the minimum.	
4	Substantially below the minimum.	
3	Inadequate.	
0	Nil.	

EVALUATION – SCORING

Evaluate criterion based on the comparison of each submission against an absolute scale rating of 0 to 10 (10 for superior to 0 points for 'did not submit information'). Consider the following table in order for each evaluation team member to share a common understanding of the evaluation scale.

NON RESPONSIVE	VERY POOR	WEAK	AVERAGE	SUPERIOR
0 points	1 – 2 point	3 – 5 points	6 – 8 points	9 – 10 points
<ul style="list-style-type: none"> ▪ Did not submit information which could be evaluated 	<ul style="list-style-type: none"> ▪ Does not meet the requirement ▪ Weaknesses can't be corrected ▪ Proponent lacks qualifications and experience ▪ Team proposed is not likely able to meet requirements ▪ Sample projects not related to this project's needs ▪ Unacceptable 	<ul style="list-style-type: none"> ▪ Lacks details ▪ Weaknesses can be corrected ▪ Proponent generally lacks qualifications and experience ▪ Team is weak – either missing component or overall experience is weak ▪ Sample projects generally not related to this project's need ▪ Little capability to meet performance requirements 	<ul style="list-style-type: none"> ▪ Satisfies requirement ▪ No significant weaknesses ▪ Proponent is qualified and experienced ▪ Team covers all components and will likely meet requirements ▪ Sample projects generally related to this project's needs ▪ Average capability, should be adequate for effective results 	<ul style="list-style-type: none"> ▪ More than satisfies requirement ▪ No apparent weaknesses ▪ Proponent is well qualified and experienced ▪ Strong team – some members have previously worked together ▪ Sample projects directly related to this project's needs ▪ Superior capability, should ensure effective results

To be considered further, bidders **must** achieve a minimum Technical Rating of six hundred (600) points out of the thousand (1,000) points available as specified above.

No further consideration will be given to bidders not achieving the pass mark of six hundred (600) points.

SRE4 PRICE EVALUATION

The price proposal and bid security shall be submitted in a separate sealed envelope. Total maximum points for the sum of SRE 2.1 through SRE 2.5 (Technical Criteria) are 1,000 points. A minimum score of 600 (60% of total score) points must be achieved to proceed to the opening of the price proposal, and all proposals being assessed a score of less than 600 points will be considered non-responsive. The price envelopes of all responsive proposals will be opened upon completion of technical submission evaluation. The price submitted by the Bidder will be divided by the Technical Score to establish the Price per Point of the Proposal.

SRE5 BASIS OF SELECTION

The price submitted by the Bidder will be divided by the Technical Score to establish the Price per Point of the Proposal. The Bidder whose responsive proposal achieves the lowest overall Price per Point is the first entity that the Evaluation Board will recommend for contract award. In the case of a tie, the bidder submitting the lower price for the services will be recommended by the Evaluation Committee. The

Table below presents a breakdown of the evaluation and grading of each technical criterion.

Example:

	Bidder 1	Bidder 2	Bidder 3	Bidder 4
Technical score	750 / 1000	600 / 1000	580 / 1000	700 / 1000
Minimum score	600	600	600	600
Pass/Fail	Pass	Pass	Fail	Pass
Price	\$1,000,000	\$1,000,000	-	\$1,300,000
Price per Point:	\$1,333	\$1,667	-	\$1,857
Ranking	1	2	Disqualified	3

APPENDIX "A"- PRICE PROPOSAL FORM

(5 pages)

BA01 IDENTIFICATION

1. Description of the Work: Construction Management Services
Building U72, Upland Campus
Research Road, Ottawa, ON
2. Solicitation Number: RFP16-2203
3. Project Name: CCER-Building U72

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

1. Name: _____
2. Address: _____
3. Telephone: _____ Fax: _____ PBN: _____

BA03 THE OFFER

1. The Bidder offers to NRC to perform and complete the Work for the above named project in accordance with the Proposal Documents for the **TOTAL PROPOSAL AMOUNT** of
\$ _____ **excluding** all applicable taxes.
(to be expressed in numbers only)

The **TOTAL PROPOSAL AMOUNT** represents the sum of items (a) + (b) + (c) + (d) + (e) below, all excluding all applicable taxes:

- (a) Project Administration and Required Services, including construction coordination services. A fixed monthly fee (Item 2. A) of Annex "B" - Basis of Payment) of \$ _____ X 44 weeks = \$ _____
- (b) A Percentage Construction Fee of (Item 2. B) of Annex "B" - Basis of Payment) of _____ % X \$ _____ = \$ _____
- (c) Estimated Construction Cost: \$3,810,000.00
- (d) Bonding and Insurance (refer to Item 4. i) of Annex "B" - Basis of Payment) \$ _____
- (e) Firm Per Diem Rates* (inclusive of payroll costs, overhead and profit) for Additional Personnel for straight time and overtime. (Item 2. C) of Annex "B" - Basis of Payment). See tables below.

Category of Personnel Normal working hours	Quantity (days) (X)	Firm Per Diem Rate (Y)	Extended Price (X x Y)
Project Superintendent	20		
Health & Safety Officer	20		
Total Extended Prices			

Category of Personnel After hours	Quantity (days) (X)	Firm Per Diem Rate for Overtime (Y)	Extended Price (X x Y)
Project Superintendent	3		
Health & Safety Officer	3		
Total Extended Prices for Overtime			

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

- 2) Any errors in the addition or multiplication of the amounts in subparagraphs 1)(a), (b), (c), (d) and (e) of BA03 shall be corrected by NRC to obtain the Total Proposal Amount
- 3) NRC may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.
- 4) Contractor is to hold the fixed monthly fee for any delays in any phases that would cumulatively affect the total duration of the phase by up to 3 months. The fixed monthly fee would be subject to negotiation for any phase which is delayed beyond 3 months.

BA04 CONSTRUCTION COST OF THE WORK

1. The cost of Labour and Material referred to in subparagraph 1)(b) of BA03 shall be limited to the following categories of expenditure:
 - (a) Payments to Subcontractors and Suppliers;
 - (b) Wages, salaries, bonuses of employees of the Contractor provided they are actually and properly engaged on the Work under the Contract;
 - (c) Assessments payable under any statutory authority relating to workers' compensation, employment insurance, pension plan or holidays with pay, provincial health or insurance plans, environmental reviews, and GST/HST collection costs;
 - (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, and protection of the project and material necessary for and used in the performance of the Contract;

- (h) Pay all fees, levies and obtain all permits as required by authorities having jurisdiction. Provide authorities with plans, applications and information as required to obtain permits and acceptance certificates. Provide inspection and completion certificates as evidence that the work conforms to the requirements of Authority having jurisdiction. Only the actual cost of fees or levies will be reimbursed in accordance with "Basis of Payment Item 4 Allowable Disbursements". All works related in obtaining permit or certificates is to be included in the monthly fixed fee for Project Administration and Required Services.
- (i) Any other payments made by the Contractor with the approval NRC that are necessary for the performance of the Contract in accordance with the Contract Documents

BA05 PROPOSAL VALIDITY PERIOD

1. The proposal shall not be withdrawn for a period of **sixty (60) days** following the date of solicitation closing.

BA06 CONTRACT DOCUMENTS

CONTRACT DOCUMENTS (CD)

1. The following are the contract documents:
 - a. Contract Page when signed by NRC;
 - b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
 - c. Request for Proposal all Annexes, Appendices and Amendments thereto;
 - d. Terms of Reference & Basis of Payment
 - e. General Conditions and clauses
 - GC1 General Provisions – Construction Services
 - GC2 Administration of the Contract
 - GC3 Execution and Control of the Work
 - GC4 Protective Measures
 - GC5 Terms of Payment
 - GC6 Delays and Changes in the Work
 - GC7 Default, Suspension or Termination of Contract
 - GC8 Dispute Resolution
 - GC9 Contract Security
 - GC10 Insurance
 - Allowable Costs for Contract Changes Under GC6.4.1
 - Supplementary Conditions
 - e. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - f. Any amendment incorporated by mutual agreement between NRC and the Contractor before acceptance of the bid; and
 - g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
 - h) The Contractor's technical proposal
2. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

BA07 ACCEPTANCE AND CONTRACT

1. Upon acceptance of the Contractor's proposal by NRC, a binding Contract shall be formed between NRC and the Contractor. The documents forming the Contract shall be the contract documents referred to CONTRACT DOCUMENTS.

BA08 CONSTRUCTION TIME

1. The full scope of the work is to be completed in 40 weeks.

BA09 BID SECURITY

1. The Bidder shall enclose bid security with its proposal in accordance with G116 BID SECURITY REQUIREMENTS.

BA11 SIGNATURE

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

Signature

Date



TP1 Amount Payable – General

1.1 Subject to any other provisions of the contract, Her Majesty shall pay the Contractor, at the times and in the manner hereinafter set out, the amount by which

1.1.1 the aggregate of the amounts described in TP2 exceeds

1.1.2 the aggregate of the amounts described in TP3

and the Contractor shall accept that amount as payment in full satisfaction for everything furnished and done by him in respect of the work to which the payment relates.

TP2 Amounts Payable to the Contractor

2.1 The amounts referred to in TP1.1.1 are the aggregate of

2.1.1 the amounts referred to in the Articles of Agreement, and

2.1.2 the amounts, if any, that are payable to the Contractor pursuant to the General Conditions.

TP3 Amounts Payable to Her Majesty

3.1 The amounts referred to in TP1.1.2 are the aggregate of the amounts, in any, that the Contractor is liable to pay Her Majesty pursuant to the contract.

3.2 When making any payments to the Contractor, the failure of Her Majesty to deduct an amount referred to in TP3.1 from an amount referred to in TP2 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.

TP4 Time of Payment

4.1 In these Terms of Payment

4.1.1 The “payment period” means a period of 30 consecutive days or such other longer period as is agreed between the Contractor and the Departmental Representative.

4.1.2 An amount is “due and payable” when it is due and payable by Her Majesty to the Contractor according to TP4.4, TP4.7 or TP4.10.

4.1.3 An amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.

4.1.4 The “date of payment” means the date of the negotiable instrument of an amount due and payable by the Receiver General for Canada and given for payment.

4.1.5 The “Bank Rate” means the discount rate of interest set by the Bank of Canada in effect at the opening of business on the date of payment.



- 4.2 The Contractor shall, on the expiration of a payment period, deliver to the Departmental Representative in respect of that payment period a written progress claim 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.
- 4.3 The Departmental Representative shall, not later than ten days after receipt by him of a progress claim referred to in TP4.2,
- 4.3.1 inspect the part of the work and the material described in the progress claim; and
- 4.3.2 issue a progress report, a copy of which the Departmental Representative will give 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 the Departmental Representative,
- 4.3.2.1 is in accordance with the contract, and
- 4.3.2.2 was not included in any other progress report relating to the contract.
- 4.4 Subject to TP1 and TP4.5 Her Majesty shall, not later than 30 days after receipt by the Departmental Representative of a progress claim referred to in TP4.2, pay the Contractor
- 4.4.1 an amount that is equal to 95% of the value that is indicated in the progress report referred to in TP4.3.2 if a labour and material payment bond has been furnished by the Contractor, or
- 4.4.2 an amount that is equal to 90% of the value that is indicated in the progress report referred to in TP4.3.2 if a labour and material payment bond has not been furnished by the Contractor.
- 4.5 It is a condition precedent to Her Majesty's obligation under TP4.4 that the Contractor has made and delivered to the Departmental Representative,
- 4.5.1 a statutory declaration described in TP4.6 in respect of a progress claim referred to in TP4.2,
- 4.5.2 in the case of the Contractor's first progress claim, a construction schedule in accordance with the relevant sections of the Specifications, and
- 4.5.3 if the requirement for a schedule is specified, an update of the said schedule at the times identified in the relevant sections of the Specifications.
- 4.6 A statutory declaration referred to in TP4.5 shall contain a deposition by the Contractor that
- 4.6.1 up to the date of the Contractor's progress claim, the Contractor has complied with all his lawful obligations with respect to the Labour Conditions; and
- 4.6.2 up to the date of the Contractor's immediately preceding progress claim, all lawful obligations of the Contractor to subcontractors and suppliers of material in respect of the



work under the contract have been fully discharged.

- 4.7 Subject to TP1 and TP4.8, Her Majesty shall, not later than 30 days after the date of issue of an Interim Certificate of Completion referred to in GC44.2, pay the Contractor the amount referred to in TP1 less the aggregate of
- 4.7.1 the sum of all payments that were made pursuant to TP4.4;
 - 4.7.2 an amount that is equal to the Departmental Representative's estimate of the cost to Her Majesty or rectifying defects described in the Interim Certificate of Completion; and
 - 4.7.3 an amount that is equal to the Departmental Representative's estimate of the cost to Her Majesty of completing the parts of the work described in the Interim Certificate of Completion other than the defects referred to in TP4.7.2.
- 4.8 It is a condition precedent to Her Majesty's obligation under TP4.7 that the Contractor has made and delivered to the Departmental Representative,
- 4.8.1 a statutory declaration described in TP4.9 in respect of an Interim Certificate of Completion referred to in GC44.2, and
 - 4.8.2 if so specified in the relevant sections of the Specifications, and update of the construction schedule referred to in TP4.5.2 and the updated schedule shall, in addition to the specified requirements, clearly show a detailed timetable that is acceptable to the Departmental Representative for the completion of any unfinished work and the correction of all defects.
- 4.9 A statutory declaration referred to in TP4.8 shall contain a deposition by the contractor that up to the date of the Interim Certificate of Completion the Contractor has
- 4.9.1 complied with all of the Contractor's lawful obligations with respect to the Labour Conditions;
 - 4.9.2 discharged all of the Contractor's lawful obligations to the subcontractors and suppliers of material in respect of the work under the contract; and
 - 4.9.3 discharged the Contractor's lawful obligations referred to in GC14.6.
- 4.10 Subject to TP1 and TP4.11, Her Majesty shall, not later than 60 days after the date of issue of a Final Certificate of Completion referred to in GC44.1, pay the Contractor the amount referred to in TP1 less the aggregate of
- 4.10.1 the sum of all payments that were made pursuant to TP4.4; and
 - 4.10.2 the sum of all payments that were made pursuant to TP4.7.
- 4.11 It is a condition precedent to Her Majesty's obligation under TP4.10 that the Contractor has made and delivered a statutory declaration described in TP4.12 to the Departmental Representative.



- 4.12 A statutory declaration referred to in TP4.11 shall, in addition to the depositions described in TP4.9, contain a deposition 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.

TP5 Progress Report and Payment Thereunder Not Binding on Her Majesty

- 5.1 Neither a progress report referred to in TP4.3 nor any payment made by Her Majesty pursuant to these Terms of Payment shall be construed as an admission by Her Majesty that the work, material or any part thereof is complete, is satisfactory or is in accordance with the contract.

TP6 Delay in Making Payment

- 6.1 Notwithstanding GC7 any delay by Her Majesty in making any payment when it is due pursuant to these Terms of Payment shall not be a breach of the contract by Her Majesty.

- 6.2 Her Majesty shall pay, without demand from the Contractor, simple interest at the Bank Rate plus 1 -1/4 per centum on any amount which is overdue pursuant to TP4.1.3, and the interest shall apply from and include the day such amount became overdue until the day prior to the date of payment except that

- 6.2.1 interest shall not be payable or paid unless the amount referred to in TP6.2 has been overdue for more than 15 days following

6.2.1.1 the date the said amount became due and payable, or

6.2.1.2 the receipt by the Departmental Representative of the Statutory Declaration referred to in TP4.5, TP4.8 or TP4.11,

whichever is the later, and

- 6.6.2 interest shall not be payable or paid on overdue advance payments if any.

TP7 Right of Set-off

- 7.1 Without limiting any right of set-off or deduction given or implied by law or elsewhere in the contract, Her Majesty may set off any amount payable to Her Majesty by the Contractor under this contract or under any current contract against any amount payable to the Contractor under this contract.
- 7.2 For the purposes of TP7.1, "current contract" means a contract between Her Majesty and the Contractor
- 7.2.1 under which the Contractor has an undischarged obligation to perform or supply work, labour or material, or
- 7.2.2 in respect of which Her Majesty has, since the date of which the Articles of Agreement were made, exercised any right to take the work that is the subject of the contract out of the Contractor's hands.



TP8 Payment in Event of Termination

- 8.1 If the contract is terminated pursuant to GC41, Her Majesty shall pay the Contractor any amount that is lawfully due and payable to the Contractor as soon as is practicable under the circumstances.

TP9 Interest on Settled Claims

- 9.1 Her Majesty shall pay to the Contractor simple interest on the amount of a settled claim at an average Bank Rate plus 1 ¼ per centum from the date the settled claim was outstanding until the day prior to the date of payment.
- 9.2 For the purposes of TP9.1,
- 9.2.1 a claim is deemed to have been settled when an agreement in writing is signed by the Departmental Representative and the Contractor setting out the amount of the claim to be paid by Her Majesty and the items or work for which the said amount is to be paid.
- 9.2.2 an "average Bank Rate" means the discount rate of interest set by the Bank of Canada in effect at the end of each calendar month averaged over the period the settled claim was outstanding.
- 9.2.3 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.
- 9.3 For the purposes of TP9 a claim means a disputed amount subject to negotiation between Her Majesty and the Contractor under the contract.



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GC1 Interpretation

1.1 In the contract

- 1.1.1 where reference is made to a part of the contract by means of numbers preceded by letters, the reference shall be construed to be 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;
- 1.1.2 “contract” means the contract document referred to in the Articles of Agreement;
- 1.1.3 “contract security” means any security given by the Contractor to Her Majesty in accordance with the contract;
- 1.1.4 “Departmental Representative” means the officer or employee of Her Majesty who is designated pursuant to the Articles of Agreement and includes a person specially authorized by him to perform, on his behalf, any of his functions under the contract and is so designated in writing to the Contractor;
- 1.1.5 “material” includes all commodities, articles and things required to be furnished by or for the Contractor under the contract for incorporation into the work;
- 1.1.6 “Minister” includes a person acting for, or if the office is vacant, in place of the Minister and his successors in the office, and his or their lawful deputy and any of his or their representatives appointed for the purposes of the contract;
- 1.1.7 “person” includes, unless the context otherwise requires, a partnership, proprietorship, firm, joint venture, consortium and a corporation;
- 1.1.8 “plant” includes all animals, tools, implements, machinery, vehicles, buildings, structures, equipment and commodities, articles and things other than material, that are necessary for the due performance of the contract;
- 1.1.9 “subcontractor” means a person to whom the Contractor has, subject to GC4, subcontracted the whole or any part of the work;
- 1.1.10 “superintendent” means the employee of the Contractor who is designated by the Contractor to act pursuant to GC19;
- 1.1.11 “work includes, 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.

1.2 The headings in the contract documents, other than in the Plans and Specifications, form no part of the contract but are inserted for convenience of reference only.

1.3 In interpreting the contract, in the event of discrepancies or conflicts between anything in the Plans and Specifications and the General Conditions, the General Conditions govern.



- 1.4 In interpreting the Plans and Specifications, in the event of discrepancies or conflicts between
- 1.4.1 the Plans and Specifications, the Specifications govern;
 - 1.4.2 the Plans, the Plans drawn with the largest scale govern; and
 - 1.4.3 figured dimensions and scaled dimensions, the figured dimensions govern.

GC2 Successors and Assigns

- 2.1 The contract shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

GC3 Assignment of Contract

- 3.1 The contract may not be assigned by the Contractor, either in whole or in part, without the written consent of the Minister.

GC4 Subcontracting by Contractor

- 4.1 Subject to this General Condition, the Contractor may subcontract any part of the work.
- 4.2 The Contractor shall notify the Departmental Representative in writing of his intention to subcontract.
- 4.3 A notification referred to in GC4.2 shall identify the part of the work, and the subcontractor with whom it is intended to subcontract.
- 4.4 The Departmental Representative may object to the intended subcontracting by notifying the Contractor in writing within six days of receipt by the Departmental Representative of a notification referred to in GC4.2.
- 4.5 If the Departmental Representative objects to a subcontracting pursuant to GC4.4, the Contractor shall not enter into the intended subcontract.
- 4.6 The contractor shall not, without the written consent of the Departmental Representative, change a subcontractor who has been engaged by him in accordance with this General Condition.
- 4.7 Every subcontract entered into by the Contractor shall adopt all of the terms and conditions of this contract that are of general application.
- 4.8 Neither a subcontracting nor the Departmental Representative's consent to a subcontracting by the Contractor shall be construed to relieve the Contractor from any obligation under the contract or to impose any liability upon Her Majesty.

GC5 Amendments



- 5.1 No amendment or change in any of the provisions of the contract shall have any force or effect until it is reduced to writing.

GC6 No Implied Obligations

- 6.1 No implied terms or obligations of any kind by or on behalf of Her Majesty shall arise from anything in the contract and the express covenants and agreements therein contained and made by Her Majesty are the only covenants and agreements upon which any rights against Her Majesty are to be founded.
- 6.2 The contract supersedes all communications, negotiations and agreements, either written or oral, relating to the work that were made prior to the date of the contract.

GC7 Time of Essence

- 7.1 Time is of the essence of the contract.

GC8 Indemnification by Contractor

- 8.1 The Contractor shall indemnify and save Her Majesty harmless from and against all claims, demand, losses, costs, damages, actions, suits, or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the Contractor, his servants, agents, subcontractors and sub-subcontractors in performing the work including an infringement or an alleged infringement of a patent of invention or any other kind of intellectual property.
- 8.2 For the purpose of GC8.1, "activities" includes any act improperly carried out, any omission to carry out an act and any delay in carrying out an act.

GC9 Indemnification by Her Majesty

- 9.1 Her Majesty shall, subject to the Crown Liability Act, the Patent Act, and any other law that affects Her Majesty's rights, powers, privileges or obligations, indemnify and save the Contractor harmless from and against all claims, demands, losses, costs, damage, actions, suits or proceedings arising out of his activities under the contract that are directly attributable to
- 9.1.1 lack of or a defect in Her Majesty's title to the work site whether real or alleged; or
- 9.1.2 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 Her Majesty to the Contractor.

GC10 Members of House of Commons Not to Benefit



- 10.1 As required by the Parliament of Canada Act, it is an express condition of the contract that no member of the House of Commons shall be admitted to any share of part of the contract or to any benefit arising therefrom.

GC11 Notices

- 11.1 Any notice, consent, order, decision, direction or other communication, other than a notice referred to in GC11.4, that may be given to the Contractor pursuant to the contract may be given in any manner.
- 11.2 Any notice, consent, order, decision, direction or other communication required to be given in writing, to any party pursuant to the contract shall, subject to GC11.4, be deemed to have been effectively given
- 11.2.1 to the Contractor, if delivered personally to the Contractor or the Contractor's superintendent, or forwarded by mail, telex or facsimile to the Contractor at the address set out in A4.1, or
- 11.2.2 to Her Majesty, if delivered personally to the Departmental Representative, or forwarded by mail, telex or facsimile to the Departmental Representative at the address set out in A1.2.1.
- 11.3 Any such notice, consent, order, decision, direction or other communication given in accordance with GC11.2 shall be deemed to have been received by either party
- 11.3.1 if delivered personally, on the day that it was delivered,
- 11.3.2 if forwarded by mail, on the earlier of the day it was received and the sixth day after it was mailed, and
- 11.3.3 if forwarded by telex or facsimile, 24 hours after it was transmitted.
- 11.4 A notice given under GC38.1.1, GC40 and GC41, if delivered personally, shall be delivered to the Contractor if the Contractor is doing business as sole proprietor or, if the Contractor is a partnership or corporation, to an officer thereof.

GC12 Material, Plant and Real Property Supplied by Her Majesty

- 12.1 Subject to GC12.2, the Contractor is liable to Her Majesty 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 Her Majesty for use in connection with the contract, whether or not that loss or damage is attributable to causes beyond the Contractor's control.
- 12.2 The Contractor is not liable to Her Majesty for any loss or damage to material, plant or real property referred to in GC12.1 if that loss or damage results from and is directly attributable to reasonable wear and tear.
- 12.3 The Contractor shall not use any material, plant or real property referred to in GC12.1 except for



the purpose of performing this contract.

- 12.4 When the Contractor fails to make good any loss or damage for which he is liable under GC12.1 within a reasonable time after being required to do so by the Departmental Representative, the Departmental Representative may cause the loss or damage to be made good at the Contractor's expense, and the Contractor shall thereupon be liable to Her Majesty for the cost thereof and shall, on demand, pay to Her Majesty an amount equal to that cost.
- 12.5 The Contractor shall keep such records of all material, plant and real property referred to in GC12.1 as the Departmental Representative from time to time requires and shall satisfy the Departmental Representative, when requested, that such material, plant and real property are at the place and in the condition which they ought to be.

GC13 Material, Plant and Real Property Become Property of Her Majesty

- 13.1 Subject to GC14.7 all material and plant and the interest of the Contractor in all real property, licenses, powers and privileges purchased, used or consumed by the Contractor for the contract shall, after the time of their purchase, use or consumption be the property of Her Majesty for the purposes of the work and they shall continue to be the property of Her Majesty.
- 13.1.1 in the case of material, until the Departmental Representative indicates that he is satisfied that it will not be required for the work, and
- 13.1.2 in the case of plant, real property, licenses, powers and privileges, until the Departmental Representative indicates that he is satisfied that the interest vested in Her Majesty therein is no longer required for the purposes of the work.
- 13.2 Material or plant that is the property of Her Majesty by virtue of GC13.1 shall not be taken away from the work site or used or disposed of except for the purposes of the work without the written consent of the Departmental Representative.
- 13.3 Her Majesty is not liable for loss of or damage from any cause to the material or plant referred to in GC13.1 and the Contractor is liable for such loss or damage notwithstanding that the material or plant is the property of Her Majesty.

GC14 Permits and Taxes Payable

- 14.1 The Contractor shall, within 30 days after the date of the contract, tender to a municipal authority an amount equal to all fees and charges that would be lawfully payable to that municipal authority in respect of building permits as if the work were being performed for a person other than Her Majesty.
- 14.2 Within 10 days of making a tender pursuant to GC14.1, the Contractor shall notify the Departmental Representative of his action and of the amount tendered and whether or not the municipal authority has accepted that amount.
- 14.3 If the municipal authority does not accept the amount tendered pursuant to GC14.1 the Contractor shall pay that amount to Her Majesty within 6 days after the time stipulated in GC14.2.



- 14.4 For the purposes of GC14.1 to GC14.3 "municipal authority" means any authority that would have jurisdiction respecting permission to perform the work if the owner were not Her Majesty.
- 14.5 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.
- 14.6 In accordance with the Statutory Declaration referred to in TP4.9, a Contractor who has neither residence nor place of business in the province in which work under the contract is being performed shall provide Her Majesty with proof of registration with the provincial sales tax authorities in the said province.
- 14.7 For the purpose of the payment of any applicable tax or the furnishing of security for the payment of any applicable tax arising from or related to the performance of the work under the contract, the Contractor shall, notwithstanding the fact that all material, plant and interest of the Contractor in all real property, licenses, powers and privileges, have become the property of Her Majesty after the time of purchase, be liable, as a user or consumer, for the payment or for the furnishing of security for the payment of any applicable tax payable, at the time of the use or consumption of that material, plant or interest of the Contractor in accordance with the relevant legislation.

GC15 Performance of Work under Direction of Departmental Representative

- 15.1 The Contractor shall
- 15.1.1 permit the Departmental Representative to have access to the work and its site at all times during the performance of the contract;
 - 15.1.2 furnish the Departmental Representative with such information respecting the performance of the contract as he may require; and
 - 15.1.3 give the Departmental Representative every possible assistance to enable the Departmental Representative to carry out his duty to see that the work is performed in accordance with the contract and to carry out any other duties and exercise any powers specially imposed or conferred on the Departmental Representative under the contract.

CG16 Cooperation with Other Contractors

- 16.1 Where, in the opinion of the Departmental Representative, it is necessary that other contractors or workers with or without plant and material, be sent onto the work or its site, the Contractor shall, to the satisfaction of the Departmental Representative, allow them access and cooperate with them in the carrying out of their duties and obligation.
- 16.2 If
- 16.2.1 the sending onto the work or its site of other contractors or workers pursuant to GC16.1 could not have been reasonably foreseen or anticipated by the Contractor when entering into the contract, and



16.2.2 the Contractor incurs, in the opinion of the Departmental Representative, extra expense in complying with GC16.1, and

16.2.3 The Contractor has given the Departmental Representative written notice of his claim for the extra expense referred to in GC16.2.2 within 30 days of the date that the other contractors or workers were sent onto the work or its site,

Her Majesty shall pay the Contractor the cost, calculated in accordance with GC48 to GC50, of the extra labour, plant and material that was necessarily incurred.

GC17 Examination of Work

17.1 If, at any time after the commencement of the work but prior to the expiry of the warranty or guarantee period, the Departmental Representative has reason to believe that the work or any part thereof has not been performed in accordance with the contract, the Departmental Representative may have that work examined by an expert of his choice.

17.2 If, as a result of an examination of the work referred to in GC17.1, it is established that the work was not performed in accordance with the contract, then, in addition to and without limiting or otherwise affecting any of Her Majesty's rights and remedies under the contract either at law or in equity, the Contractor shall pay Her Majesty, on demand, all reasonable costs and expenses that were incurred by Her Majesty in having that examination performed.

GC18 Clearing of Site

18.1 The Contractor shall maintain the work and its site in a tidy condition and free from the accumulation of waste material and debris, in accordance with any directions of the Departmental Representative.

18.2 Before the issue of an interim certificate referred to in GC44.2, the Contractor shall remove all the plant and material not required for the performance of the remaining work, and all waste material and other debris, and shall cause the work and its site to be clean and suitable for occupancy by Her Majesty's servants, unless otherwise stipulated in the contract.

18.3 Before the issue of a final certificate referred to in GC44.1, the Contractor, shall remove from the work and its site all of the surplus plant and material and any waste material and other debris.

18.4 The Contractor's obligations described in GC18.1 to GC18.3 do not extend to waste material and other debris caused by Her Majesty's servants or contractors and workers referred to in GC16.1.

GC19 Contractor's Superintendent

19.1 The Contractor shall, forthwith upon the award of the contract, designate a superintendent.

19.2 The Contractor shall forthwith notify the Departmental Representative of the name, address and telephone number of a superintendent designate pursuant to GC19.1.



- 19.3 A superintendent designated pursuant to GC19.1 shall be in full charge of the operations of the Contractor in the performance of the work and is authorized to accept any notice, consent, order, direction, decision or other communication on behalf of the Contractor that may be given to the superintendent under the contract.
- 19.4 The Contractor shall, until the work has been completed, keep a competent superintendent at the work site during working hours.
- 19.5 The Contractor shall, upon the request of the Departmental Representative, remove any superintendent who, in the opinion of the Departmental Representative, is incompetent or has been conducting himself improperly and shall forthwith designate another superintendent who is acceptable to the Departmental Representative.
- 19.6 Subject to GC19.5, the Contractor shall not substitute a superintendent without the written consent of the Departmental Representative.
- 19.7 A breach by the Contractor of GC19.6 entitles the Departmental Representative to refuse to issue any certificate referred to in GC44 until the superintendent has returned to the work site or another superintendent who is acceptable to the Departmental Representative has been substituted.

GC20 National Security

- 20.1 If the Minister is of the opinion that the work is of a class or kind that involves the national security, he may order the Contractor
- 20.1.1 to provide him with any information concerning persons employed or to be employed by him for purposes of the contract; and
 - 20.1.2 to remove any person from the work and its site if, in the opinion of the Minister, that person may be a risk to the national security.
- 20.2 The Contractor shall, in all contracts with persons who are to be employed in the performance of the contract, make provision for his performance of any obligation that may be imposed upon him under GC19 to GC21.
- 20.3 The Contractor shall comply with an order of the Minister under GC20.1

GC21 Unsuitable Workers

- 21.1 The Contractor shall, upon the request of the Departmental Representative, remove any person employed by him for purposes of the contract who, in the opinion of the Departmental Representative, is incompetent or has conducted himself improperly, and the Contractor shall not permit a person who has been removed to return to the work site.

GC22 Increased or Decreased Costs



- 22.1 The amount set out in the Articles of Agreement shall not be increased or 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 or material or any wage adjustment arising pursuant to the Labour Conditions.
- 22.2 Notwithstanding GC22.1 and GC35, an amount set out in the Articles of Agreement shall be adjusted in the manner provided in GC22.3, if any change in a tax imposed under the Excise Act, the Excise Tax Act, the Old Age Security Act, the Customs Act, the Customs Tariff or any provincial sales tax legislation imposing a retail sales tax on the purchase of tangible personal property incorporated into Real Property
- 22.2.1 occurs after the date of the submission by the Contractor of his tender for the contract,
- 22.2.2 applies to material, and
- 22.2.3 affects the cost to the Contractor of that material.
- 22.3 If a change referred to in GC22.2 occurs, the appropriate amount set out in the Articles of Agreement shall be increased or decreased by an amount equal to the amount that is established by an examination of the relevant records of the Contractor referred to in GC51 to be the increase or decrease in the cost incurred that is directly attributable to that change.
- 22.4 For the purpose of GC22.2, where a tax is changed after the date of submission of the tender but public notice of the change has been given by the Minister of Finance before that date, the change shall be deemed to have occurred before the date of submission of the tender.

GC23 Canadian Labour and Material

- 23.1 The Contractor shall use Canadian labour and material in the performance of the work to the full extent to which they are procurable, consistent with proper economy and expeditious carrying out of the work.
- 23.2 Subject to GC23.1, the Contractor shall, in the performance of the work, employ labour from the locality where the work is being performed to the extent to which it is available, and shall use the offices of the Canada Employment Centres for the recruitment of workers wherever practicable.
- 23.3 Subject to GC23.1 and GC23.2, the Contractor shall, in the performance of the work, employ a reasonable proportion of persons who have been on active service with the armed forces of Canada and have been honourably discharged therefrom.

GC24 Protection of Work and Documents

- 24.1 The Contractor shall guard or otherwise protect the work and its site, and protect the contract, specifications, plans, drawings, information, material, plant and real property, whether or not they are supplied by Her Majesty to the Contractor, against loss or damage from any cause, and he shall not use, issue, disclose or dispose of them without the written consent of the Minister, except as may be essential for the performance of the work.



- 24.2 If any document or information given or disclosed to the Contractor is assigned a security rating by the person who gave or disclosed it, the Contractor shall take all measures directed by the Departmental Representative to be taken to ensure the maintenance of the degree of security that is ascribed to that rating.
- 24.3 The Contractor shall provide all facilities necessary for the purpose of maintaining security, and shall assist any person authorized by the Minister to inspect or to take security measures in respect of the work and its site.
- 24.4 The Departmental Representative may direct the Contractor to do such things and to perform such additional work as the Departmental Representative considers reasonable and necessary to ensure compliance with or to remedy a breach of GC24.1 to GC24.3.

GC25 Public Ceremonies and Signs

- 25.1 The Contractor shall not permit any public ceremony in connection with the work without the prior consent of the Minister.
- 25.2 The Contractor shall not erect or permit the erection of any sign or advertising on the work or its site without the prior consent of the Departmental Representative.

GC26 Precautions against Damage, Infringement of Rights, Fire, and Other Hazards

- 26.1 The Contractor shall, at his own expense, do whatever is necessary to ensure that
- 26.1.1 no person, property, right, easement or privilege is injured, damaged or infringed by reasons of the Contractor's activities in performing the contract;
 - 26.1.2 pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the work or plant;
 - 26.1.3 fire hazards in or about the work or its site are eliminated and, subject to any direction that may be given by the Departmental Representative, any fire is promptly extinguished;
 - 26.1.4 the health and safety of all persons employed in the performance of the work is not endangered by the method or means of its performance;
 - 26.1.5 adequate medical services are available to all persons employed on the work or its site at all times during the performance of the work;
 - 26.1.6 adequate sanitation measures are taken in respect of the work and its site; and
 - 26.1.7 all stakes, buoys and marks placed on the work or its site by or under the authority of the Departmental Representative are protected and are not removed, defaced, altered or destroyed.
- 26.2 The Departmental Representative may direct the Contractor to do such things and to perform such additional work as the Departmental Representative considers reasonable and necessary to ensure



compliance with or to remedy a breach of GC26.1.

- 26.3 The Contractor shall, at his own expense, comply with a direction of the Departmental Representative made under GC26.2.

GC27 Insurance

- 27.1 The Contractor shall, at his own expense, obtain and maintain insurance contracts in respect of the work and shall provide evidence thereof to the Departmental Representative in accordance with the requirements of the Insurance Conditions "E".
- 27.2 The insurance contracts referred to in GC27.1 shall
- 27.2.1 be in a form, of the nature, in the amounts, for the periods and containing the terms and conditions specified in Insurance Conditions "E", and
 - 27.2.2 provide for the payment of claims under such insurance contracts in accordance with GC28.

GC28 Insurance Proceeds

- 28.1 In the case of a claim payable under a Builders Risk/Installation (All Risks) insurance contract maintained by the Contractor pursuant to GC27, the proceeds of the claim shall be paid directly to Her Majesty, and
- 28.1.1 the monies so paid shall be held by Her Majesty for the purposes of the contract, or
 - 28.1.2 if Her Majesty elects, shall be retained by Her Majesty, in which event they vest in Her Majesty absolutely.
- 28.2 In the case of a claim payable under a General Liability insurance contract maintained by the Contractor pursuant to GC27, the proceeds of the claim shall be paid by the insurer directly to the claimant.
- 28.3 If an election is made pursuant to GC28.1, the Minister may cause an audit to be made of the accounts of the Contractor and of Her Majesty in respect of the part of the work that was lost, damaged or destroyed for the purpose of establishing the difference, if any, between
- 28.3.1 the aggregate of the amount of the loss or damage suffered or sustained by Her Majesty, including any cost 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 Her Majesty under the contract, minus any monies retained pursuant to GC28.12, and
 - 28.3.2 the aggregate of the amounts payable by Her Majesty to the Contractor pursuant to the contract up to the date of the loss or damage.
- 28.4 A difference that is established pursuant to GC28.3 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.

- 28.5 When payment of a deficiency has been made pursuant to GC28.4, all rights and obligations of Her Majesty 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 GC28.3, be deemed to have been expended and discharged.
- 28.6 If an election is not made pursuant to GC28.1.2 the Contractor shall, subject to GC28.7, clear and clean the work and its site and restore and replace the part of the work that was lost, damaged or destroyed at his own expense as if that part of the work had not yet been performed.
- 28.7 When the Contractor clears and cleans the work and its site and restores and replaces the work referred to in GC 28.6, Her Majesty shall pay him out of the monies referred to in GC28.1 so far as they will thereunto extend.
- 28.8 Subject to GC28.7, payment by Her Majesty pursuant to GC28.7 shall be made in accordance with the contract but the amount of each payment shall be 100% of the amount claimed notwithstanding TP4.4.1 and TP4.4.2.

GC29 Contract Security

- 29.1 The Contractor shall obtain and deliver contract security to the Departmental Representative in accordance with the provisions of the Contract Security Conditions.
- 29.2 If the whole or a part of the contract security referred to in GC29.1 is in the form of a security deposit, it shall be held and disposed of in accordance with GC43 and GC45.
- 29.3 If a part of the contract security referred to in GC29.1 is in the form of a labour and material payment bond, the Contractor shall post a copy of that bond on the work site.

GC30 Changes in the Work

- 30.1 Subject to GC5, the Departmental Representative may, at any time before he issues his Final Certificate of Completion,
- 30.1.1 order work or material in addition to that provided for in the Plans and Specifications;
and
- 30.1.2 delete or change the dimensions, character, quantity, quality, description, location or position of the whole or any part of the work or material provided for in the Plans and Specifications or in any order made pursuant to GC30.1.1,
- if that additional work or material, deletion, or change is, in his opinion, consistent with the general intent of the original contract.
- 30.2 The Contractor shall perform the work in accordance with such orders, deletions and changes that are made by the Departmental Representative pursuant to GC30.1 from time to time as if they had appeared in and been part of the Plans and Specifications.



- 30.3 The Departmental Representative shall determine whether or not anything done or omitted by the Contractor pursuant to an order, deletion or change referred to in GC30.1 increased or decreased the cost of the work to the Contractor.
- 30.4 If the Departmental Representative determines pursuant to GC30.3 that the cost of the work to the Contractor has been increased, Her Majesty shall pay the Contractor the increased cost that the Contractor necessarily incurred for the additional work calculated in accordance with GC49 or GC50.
- 30.5 If the Departmental Representative determines pursuant to GC30.3 that the cost of the work to the Contractor has been decreased, Her Majesty shall reduce the amount payable to the Contractor under the contract by an amount equal to the decrease in the cost caused by the deletion or change referred to in GC30.1.2 and calculated in accordance with GC49.
- 30.6 GC30.3 to GC30.5 are applicable only to a contract or a portion of a contract for which a Fixed Price Arrangement is stipulated in the contract.
- 30.7 An order, deletion or change referred to in GC30.1 shall be in writing, signed by the Departmental Representative and given to the Contractor in accordance with GC11.

GC31 Interpretation of Contract by Departmental Representative

- 31.1 If, at any time before the Departmental Representative has issued a Final Certificate of Completion referred to in GC44.1, 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
- 31.1.1 the meaning of anything in the Plans and Specification,
 - 31.1.2 the meaning to be given to the Plans and Specifications in case of any error therein, omission therefrom, or obscurity or discrepancy in their working or intention,
 - 31.1.3 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,
 - 31.1.4 whether or not the labour, plant or material provided by the Contractor for performing the work and carrying out the contract are adequate to ensure that the work will be performed in accordance with the contract and that the contract will be carried out in accordance with its terms,
 - 31.1.5 what quantity of any kind of work has been completed by the Contractor, or
 - 31.1.6 the timing and scheduling of the various phases of the performance of the work,
- the question shall be decided by the Departmental Representative whose decision shall be final and conclusive in respect of the work.
- 31.2 The Contractor shall perform the work in accordance with any decisions of the Departmental



Representative that are made under GC31.1 and in accordance with any consequential directions given by the Departmental Representative.

GC32 Warranty and Rectification of Defects in Work

- 32.1 Without restricting any warranty or guarantee implied or imposed by law or contained in the contract documents, the Contractor shall, at his own expense,
- 32.1.1 rectify and make good any defect or fault that appears in the work or comes to the attention of the Minister with respect to those parts of the work accepted in connection with the Interim Certificate of Completion referred to in GC44.2 within 12 months from the date of the Interim Certificate of Completion;
 - 32.1.2 rectify and make good any defect or fault that appears in or comes to the attention of the Minister in connection with those parts of the work described in the Interim Certificate of Completion referred to in GC44.2 within 12 months from the date of the Final Certificate of Completion referred to in GC44.1.
- 32.2 The Departmental Representative may direct the Contractor to rectify and make good any defect or fault referred to in GC32.1 or covered by any other expressed or implied warranty or guarantee.
- 32.3 A direction referred to in GC32.2 shall be in writing, may include a stipulation in respect of the time within which a defect or fault is required to be rectified and made good by the Contractor, and shall be given to the Contractor in accordance with GC11.
- 32.4 The Contractor shall rectify and make good any defect or fault described in a direction given pursuant to GC32.2 within the time stipulated therein.

GC33 Non-Compliance by Contractor

- 33.1 If the Contractor fails to comply with any decision or direction given by the Departmental Representative pursuant to GC18, GC24, GC26, GC31 or GC32, the Departmental Representative may employ such methods as he deems advisable to do that which the Contractor failed to do.
- 33.2 The Contractor shall, on demand, pay Her Majesty an amount that is equal to the aggregate of all cost, expenses and damage incurred or sustained by Her Majesty by reason of the Contractor's failure to comply with any decision or direction referred to in GC33.1, including the cost of any methods employed by the Departmental Representative pursuant to GC33.1.

GC34 Protesting Departmental Representative's Decisions

- 34.1 The Contractor may, within ten days after the communication to him of any decision or direction referred to in GC30.3 or GC33.1, protest that decision or direction.
- 34.2 A protest referred to in GC34.1 shall be in writing, contain full reasons for the protest, be signed



by the Contractor and be given to Her Majesty by delivery to the Departmental Representative.

- 34.3 If the Contractor gives a protest pursuant to GC34.2, any compliance by the Contractor with the decision or direction that was protested shall not be construed as an admission by the Contractor of the correctness of that decision or direction, or prevent the Contractor from taking whatever action he considers appropriate in the circumstances.
- 34.4 The giving of a protest by the Contractor pursuant to GC34.2 shall not relieve him from complying with the decision or direction that is the subject of the protest.
- 34.5 Subject to GC34.6, the Contractor shall take any action referred to in GC34.3 within three months after the date that a Final Certificate of Completion is issued under GC44.1 and not afterwards.
- 34.6 The Contractor shall take any action referred to in GC34.3 resulting from a direction under GC32 within three months after the expiry of a warranty or guarantee period and not afterwards.
- 34.7 Subject to GC34.8, if Her Majesty determines that the Contractor's protest is justified, Her Majesty shall pay the Contractor the cost of the additional labour, plant and material necessarily incurred by the Contractor in carrying out the protested decision or direction.
- 34.8 Costs referred to in GC34.7 shall be calculated in accordance with GC48 to GC50.

GC35 Changes in Soil Conditions and Neglect or Delay by Her Majesty

- 35.1 Subject to GC35.2 no payment, other than a payment that is expressly stipulated in the contract, shall be made by Her Majesty to the Contractor for any extra expense or any loss or damage incurred or sustained by the Contractor.
- 35.2 If the Contractor incurs or sustains any extra expense or any loss or damage that is directly attributable to
- 35.2.1 a substantial difference between the information relating to soil conditions at the work site that is contained in the Plans and Specifications or other documents supplied to the Contractor for his use in preparing his tender or a reasonable assumption of fact based thereon made by the Contractor, and the actual soil conditions encountered by the Contractor at the work site during the performance of the contract, or
- 35.2.2 any neglect or delay that occurs after the date of the contract on the part of Her Majesty in providing any information or in doing any act that the contract either expressly requires Her Majesty to do or that would ordinarily be done by an owner in accordance with the usage of the trade,

he shall, within ten days of the date the actual soil conditions described in GC35.2.1 were encountered or the neglect or delay described in GC35.2.2 occurred, give the Departmental Representative written notice of his intention to claim for that extra expense or that loss or damage.

- 35.3 When the Contractor has given a notice referred to in GC35.2, he shall give the Departmental Representative a written claim for extra expense or loss or damage within 30 days of the date that



a Final Certificate of Completion referred to in GC44.1 is issued and not afterwards.

- 35.4 A written claim referred to in GC35.3 shall contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the claim to enable the Departmental Representative to determine whether or not the claim is justified and the Contractor shall supply such further and other information for that purpose as the Departmental Representative requires from time to time.
- 35.5 If the Departmental Representative determines that a claim referred to in GC35.3 is justified, Her Majesty shall make an extra payment to the Contractor in an amount that is calculated in accordance with GC47 to GC50.
- 35.6 If, in the opinion of the Departmental Representative, an occurrence described in GC35.2.1 results in a savings of expenditure by the Contractor in performing the contract, the amount set out in the Articles of Agreement shall, subject to GC35.7, be reduced by an amount that is equal to the saving.
- 35.7 The amount of the saving referred to in GC35.6 shall be determined in accordance with GC47 to GC49.
- 35.8 If the Contractor fails to give a notice referred to in GC35.2 and a claim referred to in GC35.3 within the times stipulated, an extra payment shall not be made to him in respect of the occurrence.

GC36 Extension of Time

- 36.1 Subject to GC36.2, the Departmental Representative may, on the application of the Contractor made before the day fixed by the Articles of Agreement for completion of the work or before any other date previously fixed under this General Condition, extend the time for its completion by fixing a new date if, in the opinion of the Departmental Representative, causes beyond the control of the Contractor have delayed its completion.
- 36.2 An application referred to in GC36.1 shall be accompanied by the written consent of the bonding company whose bond forms part of the contract security.

GC37 Assessments and Damages for Late Completion

- 37.1 For the purposes of this General Condition
- 37.1.1 the work shall be deemed to be completed on the date that an Interim Certificate of Completion referred to in GC44.2 is issued, and
- 37.1.2 "period of delay" means the number of days commencing on the day fixed by the Articles of Agreement 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 GC36.1, and any other day on which, in the opinion of the Departmental Representative, completion of the work was delayed for reasons beyond the control of the Contractor.



- 37.2 If the Contractor does not complete the work by the day fixed for its completion by the Articles of Agreement but completes it thereafter, the Contractor shall pay Her Majesty an amount equal to the aggregate of
- 37.2.1 all salaries, wages and travelling expenses incurred by Her Majesty in respect of persons overseeing the performance of the work during the period of delay;
 - 37.2.2 the cost incurred by Her Majesty as a result of the inability to use the completed work for the period of delay; and
 - 37.2.3 all other expenses and damages incurred or sustained by Her Majesty during the period of delay as a result of the work not being completed by the day fixed for its completion.
- 37.3 The Minister may waive the right of Her Majesty to the whole or any part of the amount payable by the Contractor pursuant to GC37.2 I, in the opinion of the Minister, it is in the public interest to do so.

GC38 Taking the Work Out of the Contractor's Hands

- 38.1 The Minister may, at his sole discretion, by giving a notice in writing to the Contractor in accordance with GC11, take all or any part of the work out of the Contractor's hands, and may employ such means as he sees fit to have the work completed if the Contractor
- 38.1.1 Has not, within six days of the Minister or the Departmental Representative giving notice to the Contractor in writing in accordance with GC11, remedied any delay in the commencement or any default in the diligent performance of the work to the satisfaction of the Departmental Representative;
 - 38.1.2 has defaulted in the completion of any part of the work within the time fixed for its completion by the contract;
 - 38.1.3 has become insolvent;
 - 38.1.4 has committed an act of bankruptcy;
 - 38.1.5 has abandoned the work;
 - 38.1.6 has made an assignment of the contract without the consent required by GC3.1; or
 - 38.1.7 has otherwise failed to observe or perform any of the provisions of the contract.
- 38.2 If the whole or any part of the work is taken out of the Contractor's hands pursuant to GC38.1,
- 38.2.1 the Contractor's right to any further payment that is due or accruing due under the contract is, subject only to GC38.4, extinguished, and
 - 38.2.2 the Contractor is liable to pay Her Majesty, upon demand, an amount that is equal to the amount of all loss and damage incurred or sustained by Her Majesty in respect of the



Contractor's failure to complete the work.

- 38.3 If the whole or any part of the work that is taken out of the Contractor's hands pursuant to GC38.1 is completed by Her Majesty, the Departmental Representative shall determine the amount, if any, of the holdback or a progress claim that had accrued and was due prior to the date on which the work was taken out of the Contractor's hands and that is not required for the purposes of having the work performed or of compensating Her Majesty for any other loss or damage incurred or sustained by reason of the Contractor's default.
- 38.4 Her Majesty may pay the Contractor the amount determined not to be required pursuant to GC38.3.

GC39 Effect of Taking the Work Out of the Contractor's Hands

- 39.1 The taking of the work or any part thereof out of the Contractor's hands pursuant to GC38 does not operate so as to relieve or discharge him from any obligation under the contract or imposed upon him by law except the obligation to complete the performance of that part of the work that was taken out of his hands.
- 39.2 If the work or any part thereof is taken out of the Contractor's hands pursuant to GC38, all plant and material and the interest of the Contractor is all real property, licenses, powers and privileges acquired, used or provided by the Contractor under the contract shall continue to be the property of Her Majesty without compensation to the Contractor.
- 39.3 When the Departmental Representative certifies that any plant, material, or any interest of the Contractor referred to in GC39.2 is no longer required for the purposes of the work, or that it is not in the interest of Her Majesty to retain that plant, material or interest, it shall revert to the Contractor.

G40 Suspension of Work by Minister

- 40.1 The Minister may, when in his opinion it is in the public interest to do so, 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 GC11.
- 40.2 When a notice referred to in GC40.1 is received by the Contractor in accordance with GC11, he shall suspend all operations in respect of the work except those that, in the opinion of the Departmental Representative, are necessary for the care and preservation of the work, plant and material.
- 40.3 The Contractor shall not, during a period of suspension, remove any part of the work, plant or material from its site without the consent of the Departmental Representative.
- 40.4 If a period of suspension is 30 days or less, the Contractor shall, upon the expiration of that period, resume the performance of the work and he is entitled to be paid the extra cost, calculated in accordance with GC48 to GC50, of any labour, plant and material necessarily incurred by him as a result of the suspension.



- 40.5 If, upon the expiration of a period of suspension of more than 30 days, the Minister and the Contractor agree that the performance of the work will be continued by the Contractor, the Contractor shall resume performance of the work subject to any terms and conditions agreed upon by the Minister and the Contractor.
- 40.6 If, upon the expiration of a period of suspension of more than 30 days, the Minister and the Contractor do not agree that performance of the work will be continued by the Contractor or upon the terms and conditions under which the Contractor will continue the work, the notice of suspension shall be deemed to be a notice of termination pursuant to GC41.

GC41 Termination of Contract

- 41.1 The Minister may terminate the contract at any time by giving a notice of termination in writing to the Contractor in accordance with GC11.
- 41.2 When a notice referred to in GC41.1 is received by the Contractor in accordance with GC11, he shall, subject to any conditions stipulated in the notice, forthwith cease all operations in performance of the contract.
- 41.3 If the contract is terminated pursuant to GC41.1, Her Majesty shall pay the Contractor, subject to GC41.4, an amount equal to
- 41.3.1 the cost to the contractor of all labour, plant and material supplied by him under the contract up to the date of termination in respect of a contract or part thereof for which a Unit Price Arrangement is stipulated in the contract, or
- 41.3.2 the lesser of
- 41.3.2.1 an amount, calculated in accordance with the Terms and Payment, that would have been payable to the Contractor had he completed the work, and
- 41.3.2.2 an amount that is determined to be due to the Contractor pursuant to GC49 in respect of a contract or part thereof for which a Fixed Price Arrangement is stipulated in the contract
- less the aggregate of all amounts that were paid to the Contractor by Her Majesty and all amounts that are due to Her Majesty from the Contractor pursuant to the contract.
- 41.4 If Her Majesty and the Contractor are unable to agree about an amount referred to in GC41.3 that amount shall be determined by the method referred to in GC50.

GC42 Claims Against and Obligations of the Contractor or Subcontractor

- 42.1 Her Majesty may, in order to discharge lawful obligations of and satisfy claims against the Contractor or a subcontractor arising out of the performance of the contract, pay any amount that is due and payable to the Contractor pursuant to the contract directly to the obligees of and the claimants against the Contractor or the subcontractor but such amount if any, as is paid by Her Majesty, shall not exceed that amount which the Contractor would have been obliged to pay to



such claimant had the provisions of the Provincial or Territorial lien legislation, or, in the Province of Quebec, the law relating to privileges, been applicable to the work. Any such 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 claimant might have had;

42.2 Her Majesty will not make any payment as described in GC42.1 unless and until that claimant shall have delivered to Her Majesty:

42.2.1 a binding and enforceable Judgment or Order of a court of competent jurisdiction setting forth such amount as would have been payable by the Contractor to the claimant pursuant to the provisions of the applicable Provincial or Territorial lien legislation, or, in the Province of Quebec, the law relating to privileges, had such legislation been applicable to the work; or

42.2.2 a final and enforceable award of an arbitrator setting forth such amount as would have been payable by the Contractor to the claimant pursuant to the provisions of the applicable Provincial or Territorial lien legislation, or, in the Province of Quebec, the law relating to privileges, had such legislation been applicable to the work; or

42.2.3 the consent of the Contractor authorizing a payment.

For the purposes of determining the entitlement of a claimant pursuant to GC42.2.1 and GC42.2.2, the notice required by GC42.8 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 any applicable legislation.

42.3 The Contractor shall, by the execution of his contract, be deemed to have consented to submit to binding arbitration at the request of any claimant those questions that need be answered to establish the entitlement of the claimant to payment pursuant to the provisions of GC42.1 and such arbitration shall have as parties to it any subcontractor to whom the claimant supplied material, performed work or rented equipment should such subcontractor wish to be adjoined and the Crown shall not be a party to such arbitration and, subject to any agreement between the Contractor and the claimant to the contrary, the arbitration shall be conducted in accordance with the Provincial or Territorial legislation governing arbitration applicable in the Province or Territory in which the work is located.

42.4 A payment made pursuant to GC42.1 is, to the extent of the payment, a discharge of Her Majesty's liability to the Contractor under the contract and may be deducted from any amount payable to the Contractor under the contract.

42.5 To the extent that the circumstances of the work being performed for Her Majesty permit, the Contractor shall comply with all laws in force in the Province or Territory where the work is being performed relating to payment period, mandatory holdbacks, and creation and enforcement of mechanics' liens, builders' liens or similar legislation or in the Province of Quebec, the law relating to privileges.

42.6 The Contractor shall discharge all his lawful obligations and shall satisfy all lawful claims against him arising out of the performance of the work at least as often as the contract requires Her



Majesty to pay the Contractor.

- 42.7 The Contractor shall, whenever requested to do so by the Departmental Representative, make a statutory declaration deposing to the existence and condition of any obligations and claims referred to in GC42.6.
- 42.8 GC42.1 shall only apply to claims and obligations
- 42.8.1 the notification of which has been received by the Departmental Representative in writing before payment is made to the Contractor pursuant to TP4.10 and within 120 days of the date on which the claimant
- 42.8.1.1 should have been paid in full under the claimant's contract with the Contractor or subcontractor where the claim is for money that was lawfully required to be held back from the claimant; or
- 42.8.1.2 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 subcontractor where the claim is not for money referred to in GC42.8.1.1, and
- 42.8.2 the proceedings to determine the right to payment of which, pursuant to GC42.2, shall have commenced within one year from the date that the notice referred to in GC42.8.1 was received by the Departmental Representative, and
- the notification required by GC42.8.1 shall set forth the amount claimed to be owing and the person who by contract is primarily liable.
- 42.9 Her Majesty may, upon receipt of a notice of claim under GC42.8.1, 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.
- 42.10 The Departmental Representative shall notify the Contractor in writing of receipt of any claim referred to in GC42.8.1 and of the intention of Her Majesty to withhold funds pursuant to GC42.9 and the Contractor may, at any time thereafter and until payment is made to the claimant, be entitled to post, with Her Majesty, security in a form acceptable to Her Majesty in an amount equal to the value of the claim, the notice of which is received by the Departmental Representative and upon receipt of such security Her Majesty shall release to the Contractor any funds which would be otherwise payable to the Contractor, that were withheld pursuant to the provisions of GC42.9 in respect of the claim of any claimant for whom the security stands.

GC43 Security Deposit – Forfeiture or Return

- 43.1 If
- 43.1.1 the work is taken out of the Contractor's hands pursuant to GC38,
- 43.1.2 the contract is terminated pursuant to GC41, or
- 43.1.3 the Contractor is in breach of or in default under the contract,



Her Majesty may convert the security deposit, if any, to Her own use.

- 43.2 If Her Majesty converts the contract security pursuant to GC43.1, the amount realized shall be deemed to be an amount due from Her Majesty to the Contractor under the contract.
- 43.3 Any balance of an amount referred to in GC43.2 that remains after payment of all losses, damage and claims of Her Majesty and others shall be paid by Her Majesty to the Contractor if, in the opinion of the Departmental Representative, it is not required for the purposes of the contract.

GC44 Departmental Representative's Certificates

44.1 On the date that

44.1.1 the work has been completed, and

44.1.2 the Contractor has complied with the contract and all orders and directions made pursuant thereto,

both to the satisfaction of the Departmental Representative, the Departmental Representative shall issue a Final Certificate of Completion to the Contractor.

44.2 If the Departmental Representative is satisfied that the work is substantially complete he shall, at any time before he issues a certificate referred to in GC44.1, issue an Interim Certificate of Completion to the Contractor, and

44.2.1 for the purposes of GC44.2 the work will be considered to be substantially complete,

44.2.1.1 when the work under the contract or a substantial part thereof is, in the opinion of the Departmental Representative, ready for use by Her Majesty or is being used for the purpose intended; and

44.2.1.2 when the work remaining to be done under the contract is, in the opinion of the Departmental Representative, capable of completion or correction at accost of not more than

44.2.1.2.1 -3% of the first \$500,000, and

44.2.1.2.2 -2% of the next \$500,000, and

44.2.1.2.3 -1% of the balance

of the value of the contract at the time this cost is calculated.

44.3 For the sole purpose of GC44.2.1.2, where the work or a substantial part thereof is ready for use or is being used for the purposes intended and the remainder of the work or a part thereof cannot be completed by the time specified in A2.1, or as amended pursuant to GC36, for reasons beyond the control of the Contractor or where the Departmental Representative and the Contractor agree not to complete a part of the work within the specified time, the cost of that part of the work



which was either beyond the control of the Contractor to complete or the Departmental Representative and the Contractor have agreed not to complete by the time specified shall be deducted from the value of the contract referred to GC44.2.1.2 and the said cost shall not form part of the cost of the work remaining to be done in determining substantial completion.

- 44.4 An Interim Certificate of Completion referred to in GC44.2 shall describe the parts of the work not completed to the satisfaction of the Departmental Representative and all things that must be done by the Contractor
- 44.4.1 before a Final Certificate of Completion referred to in GC44.1 will be issued, and
- 44.4.2 before the 12-month period referred to in GC32.1.2 shall commence for the said parts and all the said things.
- 44.5 The Departmental Representative may, in addition to the parts of the work described in an Interim Certificate of Completion referred to in GC44.2, require the Contractor to rectify any other parts of the work not completed to his satisfaction and to do any other things that are necessary for the satisfactory completion of the work.
- 44.6 If the contract or a part thereof is subject to a Unit Price Arrangement, the Departmental Representative shall measure and record the quantities of labour, plant and material, performed, used and supplied by the Contractor in performing the work and shall, at the request of the Contractor, inform him of those measurements.
- 44.7 The Contractor shall assist and co-operate with the Departmental Representative in the performance of his duties referred to in GC44.6 and shall be entitled to inspect any record made by the Departmental Representative pursuant to GC44.6.
- 44.8 After the Departmental Representative has issued a Final Certificate of Completion referred to in GC44.1, he shall, if GC44.6 applies, issue a Final Certificate of Measurement.
- 44.9 A Final Certificate of Measurement referred to in GC44.8 shall
- 44.9.1 contain the aggregate of all measurements of quantities referred to in GC44.6, and
- 44.9.2 be binding upon and conclusive between Her Majesty and the Contractor as to the quantities referred to therein.

GC45 Return of Security Deposit

- 45.1 After an Interim Certificate of Completion referred to in GC44.2 has been issued, Her Majesty shall, if the Contractor is not in breach of or in default under the contract, return to the Contractor all or any part of the security deposit that, in the opinion of the Departmental Representative, is not required for the purposes of the contract.
- 45.2 After a Final Certificate of Completion referred to in GC44.1 has been issued, Her Majesty shall return to the Contractor the remainder of any security deposit unless the contract stipulates otherwise.



- 45.3 If the security deposit was paid into the Consolidated Revenue Fund of Canada, Her Majesty shall pay interest thereon to the Contractor at a rate established from time to time pursuant to section 21(2) of the Financial Administration Act.

GC46 Clarification of Terms in GC47 to GC50

- 46.1 For the purposes of GC47 to GC50,
- 46.1.1 "Unit Price Table" means the table set out in the Articles of Agreement, and
- 46.1.2 "plant" does not include tools customarily provided by a tradesman in practicing his trade.

GC47 Additions or Amendments to Unit Price Table

- 47.1 Where a Unit Price Arrangement applies to the contract or a part thereof the Departmental Representative and the Contractor may, by an agreement in writing,
- 47.1.1 add classes of labour or material, and units of measurement, prices per unit and estimated quantities to the Unit Price Table if any labour, plant or material that is to be included in the Final Certificate of Measurement referred to in GC44.8 is not included in any class of labour, plant or material set out in the Unit Price Table; or
- 47.1.2 subject to GC47.2 and GC47.3, amend a price set out in the Unit Price Table for any class of labour, plant or material included therein if the Final Certificate of Measurement referred to in GC44.8 shows or is expected to show that the total quantity of that class of labour, plant or material actually performed, used or supplied by the Contractor in performing the work is
- 47.1.2.1 less than 85% of that estimated total quantity, or
- 47.1.2.2 in excess of 115% of that estimated total quantity.
- 47.2 In no event shall the total cost of an item set out in the Unit Price Table that has been amended pursuant to GC47.1.2.1 exceed the amount that would have been payable to the Contractor had the estimated total quantity actually been performed, used or supplied.
- 47.3 An amendment that is made necessary by GC47.1.2.2 shall apply only to the quantities that are in excess of 115%.
- 47.4 If the Departmental Representative and the Contractor do not agree as contemplated in GC47.1, the Departmental Representative shall determine the class and the unit of measurement of the labour, plant or material and, subject to GC47.2 and GC47.3, the price per unit therefore shall be determined in accordance with GC50.

GC48 Determination of Cost – Unit Price Table



- 48.1 Whenever, for the purposes of the contract, it is necessary to determine the cost of labour, plant or material, it shall be determined by multiplying the quantity of that labour, plant or material expressed in the unit set out in column 3 of the Unit Price Table by the price of that unit set out in column 5 of the Unit Price Table.

GC49 Determination of Cost – Negotiation

- 49.1 If the method described in GC48 cannot be used because the labour, plant or material is of a kind or class that is not set out in the Unit Price Table, the cost of that labour, plant or material for the purposes of the contract shall be the amount agreed upon from time to time by the Contractor and the Departmental Representative.
- 49.2 For the purposes of GC49.1, the Contractor shall submit to the Departmental Representative any necessary cost information requested by the Departmental Representative in respect of the labour, plant and material referred to in GC49.1

GC50 Determination of Cost – Failing Negotiation

- 50.1 If the methods described in GC47, GC48 or GC49 fail for any reason to achieve a determination of the cost of labour, plant and material for the purposes referred to therein, that cost shall be equal to the aggregate of
- 50.1.1 all reasonable and proper amounts actually expended or legally payable by the Contractor in respect of the labour, plant and material that falls within one of the classes of expenditure described in GC50.2 that are directly attributable to the performance of the contract,
 - 50.1.2 an allowance for profit and all other expenditures or costs, including overhead, general administration cost, financing and interest charges, and every other cost, charge and expenses, but not including those referred to in GC50.1.1 or GC50.1.3 or a class referred to in GC50.2, in an amount that is equal to 10% of the sum of the expenses referred to in GC50.1.1, and
 - 50.1.3 interest on the cost determined under GC50.1.1 and GC50.1.2, which interest shall be calculated in accordance with TP9,

provide that the total cost of an item set out in the Unit Price Table that is subject to the provisions of GC47.1.2.1 does not exceed the amount that would have been payable to the Contractor had the estimated total quantity of the said item actually be performed, used or supplied.

- 50.2 For purposes of GC50.1.1 the classes of expenditure that may be taken into account in determining the cost of labour, plant and material are,
- 50.2.1 payments to subcontractors;
 - 50.2.2 wages, salaries and travelling expenses of employees of the Contractor while they are actually and properly engaged on the work, other than wages, salaries, bonuses, living



and travelling expenses of personnel of the Contractor generally employed at the head office or at a general office of the Contractor unless they are engaged at the work site with the approval of the Departmental Representative,

- 50.2.3 assessments payable under any statutory authority relating to workmen's compensation, unemployment insurance, pension plan or holidays with pay;
- 50.2.4 rent that is paid for plant or an amount equivalent of 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 of the equivalent amount is reasonable and use of that plant has been approved by the Departmental Representative;
- 50.2.5 payments for maintaining and operating plant necessary for and used in the performance of the work, and payments for effecting such repairs thereto as, in the opinion of the Departmental Representative, are necessary to 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;
- 50.2.6 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;
- 50.2.7 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
- 50.2.8 any other payments made by the Contractor with the approval of the Departmental Representative that are necessary for the performance of the contract.

GC51 Records to be kept by Contractor

51.1 The Contractor shall

- 51.1.1 maintain full records of his estimated and actual cost of the work together with all tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto.
- 51.1.2 make all records and material referred to in GC5.1.1 available to audit and inspection by the Minister and the Deputy Receiver General for Canada or by persons acting on behalf of either of both of them, when requested;
- 51.1.3 allow any of the person referred to in GC51.1.2 to make copies of and to take extracts from any of the records and material referred to in GC51.1.1; and
- 51.1.4 furnish any person referred to in GC51.1.2 with any information he may require from time to time in connection with such records and material.

- 51.2 The records maintained by the Contractor pursuant to GC51.1.1 shall be kept intact by the Contractor until the expiration of two years after the date that a Final Certificate of Completion referred to in GC44.1 was issued or until the expiration of such other period of time as the



Minister may direct.

- 51.3 The Contractor shall cause all subcontractors 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 GC51.1 and GC51.2 as if they were the Contractor.

GC52 Conflict of Interest

- 52.1 It is a term of this contract that no former public office holder who is not in compliance with the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from this contract.

GC53 Contractor Status

- 53.1 The Contractor shall be engaged under the contract as an independent contractor.
- 53.2 The Contractor and any employee of the said Contractor is not engaged by the contract as an employee, servant or agent of Her Majesty.
- 53.3 For the purposes of GC53.1 and GC53.2 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, Unemployment Insurance, Worker's Compensation or Income Tax.



GENERAL CONDITIONS

- IC 1 Proof of Insurance
- IC 2 Risk Management
- IC 3 Payment of Deductible
- IC 4 Insurance Coverages

GENERAL INSURANCE COVERAGES

- GIC 1 Insured
- GIC 2 Period of Insurance
- GIC 3 Proof of Insurance
- GIC 4 Notification

COMMERCIAL GENERAL LIABILITY

- CGL 1 Scope of Policy
- CGL 2 Coverages/Provisions
- CGL 3 Additional Exposures
- CGL 4 Insurance Proceeds
- CGL 5 Deductible

BUILDER'S RISK - INSTALLATION FLOATER-ALL RISKS

- BR 1 Scope of Policy
- BR 2 Property Insured
- BR 3 Insurance Proceeds
- BR 4 Amount of Insurance
- BR 5 Deductible
- BR 6 Subrogation
- BR 7 Exclusion Qualifications



GENERAL CONDITIONS

IC 1 Proof of Insurance (02/12/03)

Within thirty (30) days after acceptance of the Contractor's tender, the Contractor shall, unless otherwise directed in writing by the Contracting Officer, deposit with the Contracting Officer an Insurer's Certificate of Insurance in the form displayed in this document and, if requested by the Contracting Officer, the originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Insurance Coverage Requirements shown hereunder.

IC 2 Risk Management (01/10/94)

The provisions of the Insurance Coverage Requirements contained hereunder are not intended to cover all of the Contractor's obligations under GC8 of the General Conditions "C" of the contract. Any additional risk management measures or additional insurance coverages the Contractor may deem necessary to fulfill its obligations under GC8 shall be at its own discretion and expense.

IC 3 Payment of Deductible (01/10/94)

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

IC 4 Insurance Coverage (02/12/03)

The Contractor has represented that it has in place and effect the appropriate and usual liability insurance coverage as required by these Insurance Conditions and the Contractor has warranted that it shall obtain, in a timely manner and prior to commencement of the Work, the appropriate and usual property insurance coverage as required by these Insurance Conditions and, further, that it shall maintain all required insurance policies in place and effect as required by these Insurance Conditions.



INSURANCE COVERAGE REQUIREMENTS

PART I GENERAL INSURANCE COVERAGES (GIC)

GIC 1 Insured (02/12/03)

Each insurance policy shall insure the Contractor, and shall include, as an Additional Insured, Her Majesty the Queen in right of Canada, represented by the National Research Council Canada.

GIC 2 Period of Insurance (02/12/03)

Unless otherwise directed in writing by the Contracting Officer or otherwise stipulated elsewhere in these Insurance Conditions, the policies required hereunder shall be in force and be maintained from the date of contract award until the day of issue of the Engineer's Final Certificate of Completion.

GIC 3 Proof of Insurance (01/10/94)

Within twenty five (25) days after acceptance of the Contractor's tender, the Insurer shall, unless otherwise directed in writing by the Contractor, deposit with the Contractor an Insurer's Certificate of Insurance in the form displayed in this document and, if requested, the originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the requirements of these Insurance Coverages.

GIC 4 Notification (01/10/94)

Each Insurance policy shall contain a provision that thirty (30) days prior written notice shall be given by the Insurer to Her Majesty in the event of any material change in or cancellation of coverage. Any such notice received by the Contractor shall be transmitted forthwith to Her Majesty.

PART II COMMERCIAL GENERAL LIABILITY

CGL 1 Scope of Policy (01/10/94)

The policy shall be written on a form similar to that known and referred to in the insurance industry as IBC 2100 - Commercial General Liability policy (Occurrence form) and shall provide for limit of liability of not less than \$2,000,000 inclusive for Bodily Injury and Property Damage for any one occurrence or series of occurrences arising out of one cause. Legal or defence costs incurred in respect of a claim or claims shall not operate to decrease the limit of liability.

CGL 2 Coverages/Provisions (01/10/94)

The policy shall include but not necessarily be limited to the following coverages/provisions.



- 2.1 Liability arising out of or resulting from the ownership, existence, maintenance or use of premises by the Contractor and operations necessary or incidental to the performance of this contract.
- 2.2 "Broad Form" Property Damage including the loss of use of property.
- 2.3 Removal or weakening of support of any building or land whether such support be natural or otherwise.
- 2.4 Elevator liability (including escalators, hoists and similar devices).
- 2.5 Contractor's Protective Liability
- 2.6 Contractual and Assumed Liabilities under this contract.
- 2.7 Completed Operations Liability - The insurance, including all aspects of this Part II of these Insurance Conditions shall continue for a period of at least one (1) year beyond the date of the Engineer's Final Certificate of Completion for the Completed Operations.
- 2.8 Cross Liability - The Clause shall be written as follows:

Cross Liability - The insurance as is afforded by this policy shall apply in respect to any claim or action brought against any one Insured by any other Insured. The coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each Insured. The inclusion herein of more than one Insured shall not increase the limit of the Insurer's liability.
- 2.9 Severability of Interests - The Clause shall be written as follows:

Severability of Interests - This policy, subject to the limits of liability stated herein, shall apply separately to each Insured in the same manner and to the same extent as if a separate policy had been issued to each. The inclusion herein of more than one insured shall not increase the limit of the Insurer's liability.

CGL 3 Additional Exposures
(02/12/03)

The policy shall either include or be endorsed to include the following exposures or hazards if the Work is subject thereto:

- 3.1 Blasting
- 3.2 Pile driving and caisson work
- 3.3 Underpinning
- 3.4 Risks associated with the activities of the Contractor on an active airport
- 3.5 Radioactive contamination resulting from the use of commercial isotopes
- 3.6 Damage to the portion of an existing building beyond that directly associated with an addition, renovation or installation contract.
- 3.7 Marine risks associated with the construction of piers, wharves and docks.



CGL 4 Insurance Proceeds
(01/10/94)

Insurance Proceeds from this policy are usually payable directly to a Claimant/Third Party.

CGL 5 Deductible
(02/12/03)

The policy shall be issued with a deductible amount of not more than \$10,000 per occurrence applying to Property Damage claims only.

PART III
BUILDER'S RISK - INSTALLATION FLOATER-
ALL RISKS

BR 1 Scope of Policy
(01/10/94)

The policy shall be written on an "All Risks" basis granting coverages similar to those provided by the forms known and referred to in the insurance industry as "Builder's Risk Comprehensive Form" or "Installation Floater - All Risks".

BR 2 Property Insured
(01/10/94)

The property insured shall include:

- 2.1 The Work and all property, equipment and materials intended to become part of the finished Work at the site of the project while awaiting, during and after installation, erection or construction including testing.
- 2.2 Expenses incurred in the removal from the construction site of debris of the property insured, including demolition of damaged property, de-icing and dewatering, occasioned by loss, destruction or damage to such property and in respect of which insurance is provided by this policy.

BR 3 Insurance Proceeds
(01/10/94)

- 3.1 Insurance proceeds from this policy are payable in accordance with GC28 of the General Conditions "C" of the contract.
- 3.2 The policy shall provide that the proceeds thereof are payable to Her Majesty or as the Minister may direct
- 3.3 The Contractor shall do such things and execute such documents as are necessary to effect payment of the proceeds.

BR 4 Amount of Insurance
(01/10/94)



The amount of insurance shall not be less than the sum of the contract value plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Her Majesty at the site of the project to be incorporated into and form part of the finished Work.

BR 5 Deductible
(02/12/03)

The policy shall be issued with a deductible amount of not more than \$10,000.

BR 6 Subrogation
(01/10/94)

The following Clause shall be included in the policy:

"All rights of subrogation or transfer of rights are hereby waived against any corporation, firm, individual or other interest, with respect to which, insurance is provided by this policy".

BR 7 Exclusion Qualifications
(01/10/94)

The policy may be subject to the standard exclusions but the following qualifications shall apply:

- 7.1 Faulty materials, workmanship or design may be excluded only to the extent of the cost of making good thereof and shall not apply to loss or damage resulting therefrom.
- 7.2 Loss or damage caused by contamination by radioactive material may be excluded except for loss or damage resulting from commercial isotopes used for industrial measurement, inspection, quality control radiographic or photographic use.
- 7.3 Use and occupancy of the project or any part or section thereof shall be permitted where such use and occupancy is for the purposes for which the project is intended upon completion.



Insurance Conditions

NRC0204D

INSURER'S CERTIFICATE OF INSURANCE

(TO BE COMPLETED BY INSURER (NOT BROKER) AND DELIVERED TO NATIONAL RESEARCH COUNCIL CANADA WITHIN 30 DAYS FOLLOWING ACCEPTANCE OF TENDER)

CONTRACT

DESCRIPTION OF WORK	CONTRACT NUMBER	AWARD DATE
LOCATION		

INSURER

NAME

ADDRESS

BROKER

NAME

ADDRESS

INSURED

NAME OF CONTRACTOR

ADDRESS

ADDITIONAL INSURED

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE NATIONAL RESEARCH COUNCIL CANADA

THIS DOCUMENT CERTIFIES THAT THE FOLLOWING POLICIES OF INSURANCE ARE AT PRESENT IN FORCE COVERING ALL OPERATIONS OF THE INSURED IN CONNECTION WITH THE CONTRACT MADE BETWEEN THE NAMED INSURED AND THE NATIONAL RESEARCH COUNCIL CANADA AND IN ACCORDANCE WITH THE INSURANCE CONDITIONS "E".

POLICY					
TYPE	NUMBER	INCEPTION DATE	EXPIRY DATE	LIMITS OF LIABILITY	DEDUCTIBLE
COMMERCIAL GENERAL LIABILITY					
BUILDERS RISK "ALL RISKS"					
INSTALLATION FLOATER "ALL RISKS"					

THE INSURER AGREES TO NOTIFY THE NATIONAL RESEARCH COUNCIL CANADA IN WRITING 30 DAYS PRIOR TO ANY MATERIAL CHANGE IN OR CANCELLATION OF ANY POLICY OR COVERAGE SPECIFICALLY RELATED TO THIS CONTRACT

NAME OF INSURERS OFFICER OR AUTHORIZED EMPLOYEE	SIGNATURE	DATE:
		TELEPHONE NUMBER:

ISSUANCE OF THIS CERTIFICATE SHALL NOT LIMIT OR RESTRICT THE RIGHT OF THE NATIONAL RESEARCH COUNCIL CANADA TO REQUEST AT ANY TIME DUPLICATE COPIES OF SAID INSURANCE POLICIES



CS1 Obligation to provide Contract Security

- 1.1 The Contractor shall, at the Contractor's own expense, provide one or more of the forms of contract security prescribed in CS2.
- 1.2 The Contractor shall deliver to the Departmental Representative the contract security referred to in CS1.1 within 14 days after the date that the Contractor receives notice that the Contractor's tender or offer was accepted by Her Majesty.

CS2 Prescribed Types and Amounts of Contract Security

- 2.1 The Contractor shall deliver to the Departmental Representative pursuant to CS1
 - 2.1.1 a performance bond and a labour and material payment bond each in an amount that is equal to not less than 50% of the contract amount referred to in the Articles of Agreement, or
 - 2.1.2 a labour and material payment bond in an amount that is equal to not less than 50% of the contract amount referred to in the Articles of Agreement, and a security deposit in an amount that is equal to
 - 2.1.2.1 not less than 10% of the contract amount referred to in the Articles of Agreement where that amount does not exceed \$250,000, or
 - 2.1.2.2 \$25,000 plus 5% of the part of the contract amount referred to in the Articles of Agreement that exceeds \$250,000, or
 - 2.1.3 a security deposit in an amount prescribed by CS2.12 plus an additional amount that is equal to 10% of the contract amount referred to in the Articles of Agreement.
- 2.2 A performance bond and a labour and material payment bond referred to in CS2.1 shall be in a form and be issued by a bonding or surety company that is approved by Her Majesty.
- 2.3 The amount of a security deposit referred to in CS2.1.2 shall not exceed \$250,000 regardless of the contract amount referred to in the Articles of Agreement.
- 2.4 A security deposit referred to in CS2.1.2 and CS2.1.3 shall be in the form of
 - 2.4.1 a bill of exchange made payable to the Receiver General of Canada and certified by an approved financial institution or drawn by an approved financial institution on itself, or
 - 2.4.2 bonds of or unconditionally guaranteed as to principal and interest by the Government of Canada.
- 2.5 For the purposes of CS2.4
 - 2.5.1 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, and

- 2.5.2 If a bill of exchange is certified by a financial institution other than a chartered bank then it must be accompanied by a letter or stamped certification confirming that the financial institution is in at least one of the categories referred to in CS2.5.3
- 2.5.3 an approved financial institution is
 - 2.5.3.1 any corporation or institution that is a member of the Canadian Payments Association,
 - 2.5.3.2 a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law,
 - 2.5.3.3 a credit union as defined in paragraph 137(6)(b) of the *Income Tax Act*,
 - 2.5.3.4 a corporation that accepts deposits from the public, if repayment of the deposit is guaranteed by Her Majesty in right of a province, or
 - 2.5.3.5 The Canada Post Corporation.
- 2.5.4 the bonds referred to in CS2.4.2 shall be
 - 2.5.4.1 made payable to bearer, or
 - 2.5.4.2 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
 - 2.5.4.3 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, and
 - 2.5.4.4 provided on the basis of their market value current at the date of the contract.

APPENDIX “F” TERMS OF REFERENCE (Statement of Work)

SECTION 1 Description of Project

- PD1 Project Information
- PD2 Project Description
- PD3 Project Team
- PD4 Project Goals

SECTION 2 Description of Required Services and Work

- RS1 General Administration Services
- RS2 Project Meetings
- RS3 Advice throughout the Project
- RS4 Time Services
- RS5 Cost Services
- RS6 Risk Management
- RS7 Scope Control
- RS8 Not Applicable
- RS9 Reporting and Project Site Documents
- RS10 Health and Safety Planning and Implementation
- RS11 Ongoing PWGSC Projects and Operations
- RS12 Reserved
- RS13 Quality Control
- RS14 Commissioning
- RS15 Tendering the Work
- RS16 Construction Monitoring
- RS17 Changes (Notices and Orders)
- RS18 Construction General Instructions

SECTION 1 DESCRIPTION OF PROJECT

PD1 PROJECT INFORMATION

The National Research Council Canada (NRC) is seeking RFP responses from Construction Management teams for the Cabin Comfort and Environment Research (“CCER”) project. NRC has included in this RFP package a recommended design program further outlined in Section 2.6 below, and it shall form the basis of the RFP response.

As part of the “Working and Travelling on Aircraft” (WTA) program, the NRC is developing a new facility, named the Cabin Comfort and Environment Research (CCER) facility. A new building will be built, next to the U61 hangar on the Uplands campus, to house the facility and its staff. The CCER facility will enable NRC staff to study how passengers and flight crew interact with an aircraft cabin or it’s equipment in a realistic commercial aircraft environment. The facility (approximately 1,250 gross square meters) will consist of four laboratories:

- 1) Flexible Cabin Laboratory (FCL)
- 2) Fuselage Laboratory (FL)
- 3) Airport Terminal Laboratory (ATL)
- 4) Human Vibration Laboratory (HVL)

- 1.1 **Location of the Project:** Building U72, Upland Campus
Research Road, Ottawa, ON
- 1.2 **NRC Project Name:** CCER- Building U72
- 1.3 **Client:** NRC, Working and Travelling on Aircraft (WTA)

PD2 PROJECT DESCRIPTION

PD2.1 OVERVIEW

National Research Council Canada (NRC) is in the process of expanding its flight research labs. The purpose of this Request for Proposal is to engage the services of a successful bidder as Construction Manager (referred to as Contractor) in order to carry out the work and to accelerate project delivery.

NRC has retained consultants for the complete design of the project. The Contractor is required to work openly and proactively with the design team to find solutions to all issues.

PD 2.1.1 CONSTRUCTION OPERATIONS

Construction operations shall be conducted as follows:

- a) Provide manpower as required to achieve the complete the Project scope by within the mandatory milestones;
- b) Onsite contractor parking will be provided.
- c) Provide sanitary facilities as required by Provincial regulation for the expected workforce.

PD2.2 SCOPE OF WORK

An outline of the work is:

- a) Site preparation and mobilization;
- b) Implement work packages as per construction documentation provided by Consultant.
- c) Demobilization from site;

PD2.3 ESTIMATED CONSTRUCTION COST

The estimated construction value will be **\$3,810,000.00**. The estimated breakdown of the construction value will be as follows:

Work Package #1 Site Services & Sub-Structure	\$560,000.00
Work Package #2 Structure & Exterior Enclosure	\$1,250,000.00
Work Package #3 Interior and M&E	\$1,800,000.00
Total Cost	\$3,600,000.00
Contingency	\$200,000.00
Subtotal	\$3,800,000.00

PD2.4 SCHEDULE

- a) Substantial Performance of the Project is 40 weeks from contract award, or sooner if possible.
- b) Final Completion of the Project is 44 weeks from contract award, or sooner if possible.

PD 3 PROJECT TEAM

The Contractor shall report to the NRC Departmental Representative responsible for the management of this Contract and shall work with a Project team consisting of:

- a) The NRC Representative;
- b) Administrative Services and Property Management (ASPM);
- c) The Consultants;
- d) NRC technical specialists; and
- e) Other consultants or contractors as required (Time Specialist, Cost Specialist etc.)

PD 3.1 NRC REPRESENTATIVE

The NRC Representative is responsible for managing the overall aspect of the project. The ASPM Project Manager will manage the Contractor's Contract.

PD 3.2 NRC COMMISSIONING MANAGER

The NRC Commissioning Manager represents the NRC Representative and will work with the Consultant and Contractor to plan and implement the commissioning of the Work. He will be on Site during testing and will monitor the progress and quality of the Work in the commissioning process, including:

- a) Review all documentation at all stages of Project delivery;
- b) Monitor commissioning activities and the reported results;
- c) Ensure that all operation and maintenance issues are addressed;

- d) Witness tests with the Consultant and the Contractor's Commissioning Specialist; and
- e) Set up staffing, service contracts, spare parts and special equipment for operations in consultation with the Contractor and the Consultants

PD 3.3 CONSULTANT

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

- a) Analysis of Project requirements;
- b) Preparing design options and tender documents in consultation with the Contractor and NRC;
- c) Providing contract administration services related to the preparation and estimation of changes, certification of progress billings and recommendation to the Departmental Representative of acceptance of the Work;
- d) Cooperating with the Contractor and NRC;
- e) Providing general inspection services for quality control and responding to Site conditions/issues;
- f) Defining commissioning procedures and confirming that performance requirements have been met; verifying operating manuals, and ensure that record drawings are provided and are accurate; and
- g) Providing warranty period services.

PD 3.4 NRC TECHNICAL SPECIALISTS

NRC's expertise will oversee the entire design and construction program, providing all technical requirements. As such, these stakeholders will have direct input to the design, construction and commissioning of the plant systems.

PD 3.5 CONTRACTOR

The Contractor shall be contracted directly with NRC. The Contractor will provide all the Services and Work described in this document. The Contractor will coordinate and cooperate with all members of the Project team.

PD 4 PROJECT GOALS

The Project goals are:

1. To construct a 1250 square meters building in coordinated fashion minimizing the need for shut downs and disruption to the client, and other stakeholders such as Ottawa Airport.
2. To complete all aspects of the project in 52 weeks from contract award.

SECTION 2 DESCRIPTIONS OF REQUIRED SERVICES and WORK

RS 1 GENERAL ADMINISTRATION SERVICES

All Required Services will be included in and covered by the fixed monthly fee identified in BA03 1a) of the Price Proposal Form.

RS 1.1 GENERAL PROJECT DELIVERABLES

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

RS 1.2 ELECTRONIC COMMUNICATIONS

All Team participants including PWGSC, Consultants and Contractor must be able to communicate electronically by e-mail and using software acceptable to PWGSC. Acceptable software is:

For written reports and studies:	MS Word (*.doc)
For Spreadsheets and budgets:	MS Excel (*.xls)
For Presentations:	MS Power Point (*.pps)
For Schedules:	Primavera and/or Microsoft Project
For Drawings:	AutoCad (*.dwg)
For Specifications:	MS Word
For Web	Adobe PDF, HTML, Macromedia Flash

Provide a website for the project team to openly share project information

RS 1.3 CORRESPONDENCE

Distributed all correspondence related to this project as directed by the Departmental Representative. Develop a communication protocol to be approved by the Departmental Representative and incorporate into the Project delivery.

All communications must carry the Contract name/number, NRC Project title and NRC Project number. The date format will be yy-mm-dd. The only exception to this requirement is email correspondence.

All email correspondence must have subject lines with the NRC Project Number and wording of subject line must be clear.

Some examples of acceptable email subject lines:

- a) "NRC Project #"Communication Plan
- b) Communication Plan "NRC Project #"

Some examples of unacceptable email subject lines:

- a) Re:
- b) Com. Plan

RS 1.4 MEDIA RELATIONS

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

RS 2 PROJECT MEETINGS

Meetings will occur bi-weekly, at the project site or in the offices of NRC or the Consultant.

DESIGN MEETINGS

The Departmental Representative or the Consultant shall chair these meetings and distribute the meeting minutes. The Contractor's Senior Project Manager shall attend these meetings.

CONSTRUCTION MEETINGS:

Hold construction meetings with Subcontractors, NRC, and the Consultant bi-weekly. Meetings are to discuss and coordinate the Work and it's progress. Prepare and distribute meeting minutes within one (1) working day, with copies to the Project team.

COMMISSIONING MEETINGS:

Once commissioning commences, hold separate commissioning meetings with Subcontractors, NRC, and the Consultant. Meetings are to discuss and coordinate the commissioning of Work and it's progress. Prepare and distribute meeting minutes within one (1) working day, with copies to the Project team.

RS3 ADVICE THROUGHOUT THE PROJECT

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

The Contractor shall:

- a) Analyze the background documents and reports. Provide recommendations on construction feasibility, availability of materials and labour and time requirements for installation and construction, and factors related to cost including costs of alternative designs or materials, provide preliminary budgets and class B and A estimates, and possible economies;
- b) Provide suggestions and/or alternatives for cost reductions or acceleration of the Project Schedule;
- c) Provide value engineering and life cycle costing for options being considered, if required; and
- d) Assist in providing liaison and coordination among government authorities such as YOW, NCC and others, utilities and other authorities having jurisdiction.

RS3.1 REVIEW OF DESIGN AND CONSTRUCTION DOCUMENTS

Review all design and construction document submissions as they are being prepared for constructability, coordination between all designs disciplines (including architectural, structural, mechanical, and electrical), schedule impacts and pricing.

Recommend alternative solutions whenever design details affect construction feasibility or Schedules.

Review and return one marked-up set of documents with detailed, written comments relating to the reports, drawings, details, specifications, etc. to the Departmental Representative with a copy to the Consultant.

Refer all questions for the interpretation of the documents prepared by the Consultant to the Consultant. In the event of continuing interpretation difficulties, refer the issues with all required background material to the Departmental Representative for resolution; the Departmental Representative's interpretation shall be deemed final and conclusive.

RS 4 TIME SERVICES

Planning and scheduling is a continuous interactive process involving planning, action, measurement, evaluations and revision.

Employ an experienced scheduler who is fully conversant with all aspects of project planning, scheduling and construction sequencing. The scheduler will play a major role in the development and monitoring of the Project Schedule, providing scheduling Services from commencement of the award of the Contract, through construction, commissioning, including the warranty period.

Prepare, monitor, update and maintain the overall Schedule for the duration of the Project, in accordance with appended specifications.

Following consultation with the Project team, incorporate the sequence and timing of the required basic program decisions, including design time, documentation, bid calls, bid evaluations, subcontract awards and on-site construction activities and commissioning into the Schedule. The Contractor shall also:

- a) Revise, monitor and update the preliminary Schedule as the Project proceeds;
- b) Finalize the overall Schedule for the approval of the Departmental Representative and estimate the manpower requirements for the Work. 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;
- c) During the design stage of the Services, identify items or processes where long lead times are required and that could jeopardize the Schedule. Pre-purchase items and implement procurement methodologies to ensure timely delivery to meet the Schedule and cash flow requirements. Assess the risk to the Project Schedule for late deliveries; and
- d) Identify and implement methodologies aimed at mitigating and minimizing the impact of construction activities on NRC operations.

RS 5 COST SERVICES

Provide costing and cost control services for all aspects of the Services and Work from commencement of contract award through to the completion of the Project including:

- a) At completion of tender documents (Class A estimate)
- b) Prior to and after award of each tender package;
- c) Monthly during the delivery of the Project;
- d) During the warranty period;
- e) When there is any Project scope change affecting the construction estimates by more than 5%.

Work with the Consultant and the Departmental Representative to come up with the best overall solution to meet the program requirements, Estimated Construction Cost and the Schedule. The Contractor is to establish a cost control program and prepare a projected cash flow for the Project, based upon reconciled estimates.

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 as the development of the drawings and specifications proceeds.

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.

The Contractor's estimator is expected to review all information provided and to visit the Work and its Site, as required throughout the course of Project, in order to become familiar with the Site conditions, Site access, on-site progress, etc.

Incorporate into cost estimating process and cost estimates a broad range of cost techniques, especially the following:

Risk Analysis: All construction estimates (except the final pretender estimate) shall include and identify design, estimating, inflation escalation and currency exchange allowances as are deemed necessary in light of the current information available.

Life Cycle Costing: In advising the Consultant of the 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.

Cash Flow: Provide and maintain a cash flow for the Work, based upon the Project Schedule and the current estimate at each stage. The cash flow is to be updated at each stage of the Project.

At all times, provide the Departmental Representative and the Consultant all costing estimates, information, assumptions, etc. related to the Work.

Prepare Class A cost estimates for each Work package in advance of the tender of that package.

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

A typical Milestone Report from the Contractor will contain:

1. Elemental or other format Estimate Summary;
2. Estimate Back-up Detail;
Basis for escalation, inflation and contingency calculations;
Detailed measurement and pricing;
3. Narrative;
Outline description of estimate basis;
Description of information obtained and used in the estimate.
Listing of notable inclusions;
Listing of notable exclusions; listing of items/issues carrying significant risk;
4. Reconciliation against last submission; and
5. Any other relevant information

Provide a sample of the report to the Departmental Representative for acceptance. Revise as required incorporating comments of the Departmental Representative.

Each monthly report shall be based on the previous report and will provide the Departmental Representative with up to date information on all aspects of the construction estimate and the Contractor's fees. Indicate all costs committed and expended to date. Identify for each Work package, the original estimate amount, the contract amount, 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.

Inform the Departmental Representative and Consultant in writing immediately of any issue. Recommend actions to ensure the Project remains within the Estimated Construction Cost.

Provide timely identification and early warning of all changes that affect or potentially affect the Construction Budget. Suggest appropriate mitigating measures including proposed alternative design solutions to bring the Project back on budget.

An exception report will include sufficient description and cost detail to clearly identify:

1. Scope Change: Identifying the nature, reason and total cost impact of all identified and potential Project scope changes affecting the Estimated Construction Cost.
2. Cost overruns and under runs: Identifying the nature, the reason and the total cost impact of all identified and potential cost variations.
3. Options enabling a return to the Estimated Construction Cost: Identifying the nature and potential cost effects of all identified options proposed to return the Project within Estimated Construction Cost.

No acceptance or approval by NRC, whether expressed or implied shall be deemed to relieve the Contractor of its professional or technical responsibility for the Contractor's estimates and monthly reports. Neither does acceptance of an estimate by NRC in any way abrogate the Contractor's responsibility to maintain the Estimated Construction Cost throughout the life of the Project and to undertake corrective action should the lowest acceptable bid, for any Work package, differ significantly from the approved estimate.

RS 6 RISK MANAGEMENT

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

RS 7 SCOPE CONTROL

Immediately advise the Departmental Representative of any potential increase or decrease in scope **before** it affects project cost, Schedule, or quality.

RS 8 NOT APPLICABLE

RS 9 REPORTING AND PROJECT SITE DOCUMENTS

Submit written reports to the Departmental Representative. Submit sample reports to the Departmental Representative for approval. Incorporate comments into report format. Two types of reports are required: weekly and monthly.

RS 9.1 NOT APPLICABLE

RS 9.1 REPORTING

RS 9.2 WEEKLY REPORTING

Reports are to be completed and submitted on Friday of each work week. Include:

- a) Summary of work completed over the past week shall be referenced to Project Schedule, including time/date stamped photographs clearly showing progress of Work; and
- b) Weekly look ahead schedule, for the next two-week period (that shall be referenced to Project Schedule) of expected progress and upcoming construction activities or operational matters that may impact construction.
- c) Update of the overall job hazard analysis for the entire site, with specific details on changes in any given area of the plant. If no change has occurred, indicate so.

RS 9.3 MONTHLY REPORTING

Reports are to be completed and submitted on last working day of each month, along with the Request For Progress payment. Include:

- a) Schedule update (PDF and MS Project format) and narrative summary report;
- b) Construction Budget report, including detailed change order log, invoicing and payments;
- c) Quality management report, including listing of new and outstanding issues;
- d) Environmental and waste management report;
- e) Health and safety status report, including narrative on the application or adjustment to the Construction Manager's Health and Safety Plan, Site-specific risk and hazard assessments, as well as any incidents, near misses and resulting actions; and
- f) A copy of the Site Superintendent's daily logbook and daily photographs, certified as true copies, as a separate report or volume.

RS 9.4 PROJECT SITE DOCUMENTS

Maintain at the Project Site, on a daily basis, records of all necessary contracts, samples, purchases, materials, equipment, maintenance and operating manuals and instructions, and other Work related documents, including revisions

RS 10 HEALTH AND SAFETY PLANNING AND IMPLEMENTATION

- a) Be responsible and assume the role of "Constructor" as described in the Ontario Occupational Health & Safety Act (Revised Statutes of Ontario, 1990 Chapter O.1, as amended) and the Regulations for Construction projects (213/91 as amended; current edition) for all aspects of the Project. Further, comply with and enforce the requirements of 1) the National Building Code of Canada (NBC Most Current Edition), Part 8 Safety Measures at Construction and Demolition Sites and Provincial Regulations for Construction Projects; and 2) the Workplace Hazardous Materials Information System

- (WHMIS) regarding use, handling, storage and disposal of hazardous materials; and labelling and the provision of Material Safety Data Sheets (MSDS).
- b) Schedule and administer Health and Safety meeting with Departmental Representative prior to commencement of Work.
- c) Comply with the Ontario Occupational Health & Safety Act (R.S.O., 1990 c.O.1, as amended) and the Regulations for Construction projects (213/91 as amended; current edition).
- Comply with health and safety elements of CAN/CSA, Z462-12 (Workplace Electrical Safety Standard)
 - Comply with CAN/CSA-Z460-10 (R2010) - Control of Hazardous Energy
- d) Give precedence to safety and health of public and Site personnel and protection of environment over cost and Schedule considerations for Work. Work at Site will involve contact with hazardous materials.
- d) Develop and implement a Site-specific safety plan for all aspects of this Project. The Site-specific safety plan shall be based on a preliminary and ongoing hazard assessment of the Project to be performed. Update the Site-specific safety plan as Site conditions or hazards change. Inform all persons on the Site, daily, in the change of conditions or hazards. Resubmit the updated plan to the Departmental Representative immediately.
- g) Departmental Representative will review Contractor's Site-specific Health and Safety Plan and provide comments to Contractor within **five (5) days** after receipt of plan. Revise plan as appropriate and resubmit plan to Departmental Representative within three (3) days after receipt of comments from Departmental Representative. Departmental Representative's review of Contractor's final Health and Safety plan should not be construed as approval and does not reduce the Contractor's overall responsibility for construction Health and Safety.
- Submit to Departmental Representative, submittals listed for review. Submit promptly and in orderly sequence to not cause delay in Work. Failure to submit in ample time is not considered sufficient reason for extension of Contract Time and no claim for extension by reason of such default will be allowed.
 - Do not proceed with Work affected by submittal until review is complete.
 - Immediately after award of Contract, submit Workers' Compensation Board status.
- h) Develop an On-site Contingency and Emergency Response Plan, which must address standard operating procedures to be implemented during emergency situations.
- i) File Notice of Project with Provincial authorities prior to commencement of Work.
- j) Be responsible for health and safety of persons on site, safety of property on Site and for protection of persons adjacent to Site and environment to extent that they may be affected by conduct of Work. Provide Site-specific safety orientation sessions over the duration of the project.
- k) Comply with and enforce compliance by employees with safety requirements of Contract Documents, applicable federal, provincial, local statutes, regulations, and ordinances, and with Site-specific Health and Safety Plan.

- l) Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of the Project, follow procedures in place for Employee's Right to Refuse Work in accordance with Acts and Regulations of Province having jurisdiction. Advise Departmental Representative verbally and in writing.
- m) Ensure applicable items, articles, notices and orders are posted in conspicuous location on Site in accordance with Acts and Regulations of Province having jurisdiction, and in consultation with Departmental Representative.
- n) Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Departmental Representative. Provide Departmental Representative with written report of action taken to correct non-compliance of health and safety issues identified. Departmental Representative may stop Work if non-compliance of health and safety regulations is not corrected.
- o) Use powder actuated devices only after receipt of written permission from Departmental Representative. Blasting or other use of explosives is not permitted without prior receipt of written instruction by Departmental Representative.

RS 10.1 ON SITE PERSONNEL

When construction operations are underway, provide:

- a) One (1) qualified Site Superintendent; and
- b) One (1) full-time Health and Safety Officer, who will be at the Site to document Site conditions, job hazards and provide direction to construction workers or operational personnel on health and safety matters. Ensure safety inspections occur daily, directing workers or operational personnel on health and safety matters.

RS 11 ONGOING NRC PROJECTS AND OPERATIONS

- .1 Co-operate with NRC staff in order to keep disruption of normal research work to an absolute minimum.
- .2 Work out in advance, a schedule for all work which might disrupt normal work in the building.
- .3 Have schedule approved by the Departmental Representative.
- .4 Notify the Departmental Representative in writing, 72 hours prior to any intended interruption of facilities, areas, corridors, mechanical or electrical services and obtain requisite permission

RS 11.1 NRC OPERATIONS

1. The Contractor shall fully coordinate daily and more frequently as the need arises, all construction operations and Site Safety requirements within the Upland Campus.

2. WORKING HOURS AND SECURITY

- a. Normal working hours on the NRC property are from 8:00 a.m. until 4:30 p.m., Monday to Friday inclusive, except statutory holidays.

- b. At all other times, special written passes are required for access to the building site.
- c. Before scheduling any work outside normal working hours, obtain permission from the Departmental Representative to perform the specific tasks.
- d. An escort may be required whenever working outside normal hours. Contractor to bear the associated costs.

RS 12 PERSONNEL SECURITY AND IDENTIFICATION

1. All such persons must wear and keep visible identification badges as issued by the Security Office of NRC.
2. All persons employed by the contractor, or by any subcontractor and present on the site must be security cleared in accordance with the requirements of the Section entitled Special Instructions to Tenderers.

RS 13 QUALITY CONTROL

Develop a Quality Management System to ensure that the specified quality standards for the Project are achieved.

The Work must meet the design and operational intent and criteria. The Contractor's continuous adherence, daily, to quality management of the entire construction process throughout all aspects of construction is essential. The significance of this issue cannot be understated. Actively document non-compliance, monitor and follow-up on the Work of all Subcontractors to ensure the construction is realized, as designed. The Contractor is not to solely rely upon the Consultant to document non-compliance with the design, but rather take a leading role in managing the Subcontractors and their Work, establishing a quality management database to ensure all construction issues, observations and reports are recorded and closed out, completely and correctly, to the approval of the Departmental Representative.

Establish, monitor, update and report on a quality management database specific to this Project. Inputs to the database will come from NRC, the Consultant team, Contractor's team daily Site observations, etc. Output from the database will go to Subcontractors, suppliers, as required, the Consultant and the Departmental Representative. All quality issues are to be addressed promptly, to ensure the pace of construction is maintained without the need for rework of the Work.

Provide field engineering quality control services responsible for:

- a) Day-to-day execution of the Quality Plan - architectural, mechanical, electrical and structural components and systems;
- b) Working with Subcontractors to explain the nature of the Quality Plan and their role in it and ensuring quality workmanship on Site;
- c) Maintaining quality records on Site including:
 - i) Inspections and tests reports;
 - ii) Non-conformance reports; and
 - iii) Corrective actions reports and sign-offs.
 - iv) Facilitating quality inspections by the Departmental Representative, and the Consultant;

- d) Reporting to the Contractor's project manager on the quality process for the Project.

RS 14 COMMISSIONING

Retain an experienced Commissioning Specialist who will be the Commissioning Authority for the Project, directing a commissioning process, or program of activities, for all of the Work that is reasonable and practical. This specialist will assist in documenting, witnessing test results.

The NRC Departmental Representative, the Contractor and Contractor's Commissioning Specialist, the Subcontractors, the Consultants, the NRC Commissioning Manager will form the commissioning team. The commissioning team must work together in a collaborative and open manner to successfully complete the commissioning process. The Contractor and the Contractor's Commissioning Specialist shall take on a key and leading role in driving the commissioning process to successful completion.

RS14.1 COMMISSIONING PLAN

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

The Contractor and the Contractor's Commissioning Specialist are responsible for:

- a) Ensuring that all required commissioning activities are identified in the Project Schedule and in construction documents;
- b) Ensuring that information on labeling protocols, maintenance data requirements and protocols are relayed to the Subcontractors and related information sessions with NRC are scheduled as required;
- c) Confirming that Subcontractors' Work is sufficiently complete to warrant inspection and testing, by the Consultant and for scheduling of the required inspections and tests;
- d) Developing and implementing a Site quality assurance program to minimize delays as a result of poor workmanship or Subcontractor error; to reduce deficiencies and callbacks during warranty periods; to reduce long-term risk to NRC arising from poor workmanship;
- e) Administrating and managing independent quality control testing as may be required by NRC, the Consultant or the Contractor to confirm the adequacy of a Subcontractor's Work or commissioning reports;
- f) Ensuring that all test results, documents, manuals are provided by Subcontractors; monitoring the Consultant review process and reporting to NRC on the progress of the commissioning effort;
- g) Directing Subcontractors 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;

- h) Ensuring that seasonal commissioning activities are detailed within the Project Schedule, are completed on time, and with the proper documentation and or follow-up action;
- i) Monitoring and inspecting with the Consultant the Work during its warranty period and during seasonal commissioning activities to ensure defects are corrected. The frequency of monitoring and inspection expected to occur twice during the warranty period - three and eleven months;
- j) Ensuring that testing and commissioning of equipment is witnessed and inspected by the Consultant and the required authority;
- k) Coordinating the federal, provincial and municipal inspections required for occupancy;
- l) Scheduling and following-up on the three and eleven month inspections after the issuance of the Substantial Performance;
- m) Undertaking all actions required to close-out subcontracts including final warranty reviews, contract close-outs;
- n) Coordinating the training of NRC operational staff and the equipment handovers;
- o) Monitoring and reporting to NRC on the progress of the commissioning process against the plan;
- p) Witness all testing including testing of all components, systems and integrated systems. This includes, but is not limited to, a complete verification of the controls sequence of all systems;
- q) Complete and sign-off all verification reports and compile into a comprehensive Commissioning Manual as the Project progresses, including Commissioning Manual updates to include seasonal commissioning activities;
- r) Organize commissioning meetings at a minimum weekly, preparing agenda, chairing meetings, preparing minutes and distributing them;
- s) Provide Schedules related to all commissioning activities as well as reporting and monitoring. Present an updated commissioning schedule at all commissioning meetings. Identify any variances and issues to be addressed at those commissioning meetings;
- t) Assist in the labeling protocols by gathering all forms dealing with product information from various Subcontractors and reviewing and verifying that the information is correct. The physical labeling requirements are the responsibility of the Subcontractors;
- u) Confirm that the Subcontractors' Work is sufficiently complete prior to start up so that inspections are carried out, deficiencies identified by the Consultants and corrected by the Subcontractors;
- v) Gather all the start-up reports, reviewing format and content against manufacturer's instructions prior to start-up, ensuring that they reflect the procedures listed in the manufacturer's instructions;
- w) Manage the process of developing the testing and performance verification. The Commissioning Specialist will prepare verification forms and make them Project specific. All forms will be submitted to the Consultant and NRC Commissioning Manager for

review and comment. Update the forms as required. During testing the Commissioning Specialist will record all results and report any variances to the NRC Commissioning Manager and Consultant; and

- x) Coordinate all shutdowns with the NRC commissioners and the Departmental Representative.

RS 15 TENDERING THE WORK

It is understood that the Contractor will deliver the construction services called for in this Terms of Reference through subcontractors.

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

Include in any contract entered into with any Subcontractor such provisions of the Contract as they apply to a Subcontractor's responsibilities; (Except bonding. The Crown does not require or request bonding or sub-bonding for any of the sub-contractors hired by the Construction Manager. If the Construction Manager chooses to have their sub-contractors sub-bonded they will do so at their own cost)

The Contractor shall allow for up to ten (10) major tenders (over \$25,000) and up to fifteen (15) minor tenders (less than \$25,000).

The Contractor will:

- 1) In subcontracting for the construction the Contractor shall:
 - (a) In consultation with the Consultant, prepare tender and contract documents that clearly set out the requirements for material and services;
 - (b) 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;
 - (c) Enter into contracts with qualified subcontractors who submit the lowest-priced compliant tenders;
 - (d) 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;
 - (e) Establish quality and performance requirements and monitor subcontractor performance, including quality of deliverables, adherence to schedules and costs;
 - (f) Provide for dispute resolution, initiation of subcontract amendments and payments; and
- 2) The Contractor shall obtain open, fair and competitive bids for the subcontracts required for each portion of the Work in accordance with the following requirements:
 - (a) Subcontracts estimated at less than \$25,000 including all applicable taxes, 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 all applicable taxes, and upon the written approval of the DR, the Contractor may invite a minimum of three (3) qualified suppliers to submit bids.
- (c) For subcontracts estimated at less than \$100,000, including all applicable taxes, the Contractor, upon the written agreement of the DR, may set aside the requirement to solicit a minimum of three (3) bids if it has demonstrated to the satisfaction of the DR, that less than three (3) firms are capable of performing the Work.
- 3) For subcontracts estimated at \$100,000 or more, including all applicable taxes, advertise publicly through MERX™ Private, in accordance with the following open bidding procedures:
 - (a) 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.
 - (b) 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.
 - (c) During the solicitation the Construction Manager shall reply promptly to any request for bid documents or any reasonable request for relevant information made by a supplier participating in the tender. Information provided in response to questions during the tender period must be provided to all bidders.
- 4) 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 Construction Manager, as well as a representative of NRC, 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.
 - (c) The Contractor shall, upon request, promptly inform suppliers participating in the bid of decisions on contract awards.
- 5) The Contractor shall:
 - (a) Seek pre-approval from the DR for any deviation from the competitive subcontracting process and make the documentation available to NRC.
 - (b) Demonstrate to the DR that it has a competitive subcontracting process and a prequalification process, reflecting best industry practices.
- 6) The Contractor shall analyze the bids received and recommend awards to the DR through a trade contract award recommendation. The format of the trade contract award recommendation is the responsibility of the Contractor, however, at a minimum; the recommendation must include copies of the following documents:
 - (a) Prequalification Phase (if applicable) – copies of prequalification documents such as CCDC 11 - 1996 (R2006) Contractor's Qualification Statement or equivalent, the list of contractors submitting applications for prequalification and the results of the evaluation of prequalification submissions

- (b) Tender Phase: copies of all bids received, verification (e.g. a time stamp) that bids were received on time prior to the time scheduled for bid closing, a copy of the Record of the bid opening, properly witnessed, a copy of the MERX TM notice, or invitation to tender if the Work is valued at under \$100,000, a copy of all solicitation documents, a summary of all tenders received with bid amount breakdowns and totals, verification that bid security (if applicable) was provided with the bid, information on any tender qualifications or disqualifications; and identification of the supplier recommended for contract award
- 7) When the DR approves the expenditure and the procurement process, the Contractor shall prepare the subcontracts for execution. No award of subcontracts to a Subcontractor can proceed without an approved trade contract award recommendation.
- 8) The Contractor 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 Contractor ability to use its own forces when permitted by the DR.
- 9) NRC reserves the right to require the Contractor to enter into subcontracts for the supply of services or materials with Subcontractors that have been prequalified by NRC for any component of the Work. Any such subcontract shall form part of the Cost of the Work.

RS 15.1 NEGOTIATION

Analyze and reconcile any differences between pretender estimates and the submitted bids. Advise the Departmental Representative of lowest compliant bidder and bidder's tender price.

Ensure the Estimated Construction Cost is not exceeded to the Completion of the Project. In order to maintain the Estimated Construction Cost, if required, negotiate with lowest compliant bidder prior to awarding the Contract. Prior to negotiation, provide cost and scope deduction recommendations to the Consultant and the Departmental Representative to assist them in making the decisions to accept the reductions. Negotiation is to be based on the agreed scope reductions.

RS 16 CONSTRUCTION MONITORING

Monitor the Work of the Subcontractors. Coordinate the Work with suppliers, NRC and the Consultant. Drive the Work to completion.

- a) **Maintain competent personnel on site as follows:**
 - One (1) full-time superintendent, one (1) full-time safety officer, and one (1) commissioning specialist (as required) on Site during implementation of the Work to monitor and provide general direction to all those associated with the Work.
- b) 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;
- c) Establish on-site organization and lines of authority in order to carry out the overall plans of the Contractor and NRC;
- d) Recommend to the Departmental Representative for comments, acceptance, or rejection the procedures for coordination among occupants, NRC Project and operations staff, the Consultant, Subcontractors and the Contractor with respect to all aspects of the Project. Implement approved procedures;

- e) Attend all meetings. Schedule and conduct progress meetings at which Subcontractors, NRC, Consultant and Contractor can discuss jointly such matters as procedures, progress, problems, costs and scheduling;
- f) Provide daily monitoring of the Schedule as the Work proceeds;
- g) Complete the Work according to the accepted construction documents, Project Schedule and Project Estimated Construction Cost;
- h) As part of a comprehensive quality management process, provide daily inspection of all aspects of the Work, documenting matters for action or follow-up by Subcontractors, or referral to the Consultant. Ensure the Work is constructed as specified. Use photographs to document issues and their correction;
- i) Review the adequacy of the Subcontractors personnel and equipment and availability of material and supplies to meet the Schedule. Implement remedial action when requirements of a subcontract or the Project Schedule are not being met;
- j) 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; and
- k) Monitor and document all health and safety matters daily.

RS 17 CHANGES (NOTICES AND ORDERS)

17.1 The Contractor shall submit a cost estimate breakdown for each contemplated change to Departmental Representative and the Consultant for review and approval before proceeding with the change. **The breakdown shall itemize all labour, material, plant and equipment costs estimated by the Contractor.**

17.2 It is the responsibility of the Contractor to ensure that all prices included in the Contractor's breakdown, including the costs and mark-ups of Subcontractors, are fair and reasonable.

17.3 Labour rates, for all trades, shall only be paid in accordance with trade union agreements and with the approval of the Departmental Representative.

17.4 The costs of all material, plant and equipment must be based on the actual amount paid to suppliers by the Contractor or Subcontractors and said costs are to include all applicable discounts.

17.5 The Contractor's percentage fee of the Project Estimated Construction Cost will include for all Services and Work associated with changes and shall not be subject to any mark-ups or additional fees.

17.6 After accepting the quotation, the Contractor shall prepare a notice of change and sent it to the subcontractor and provide a copy to the Consultant and the Departmental Representative.

17.7 A detailed log of the cost of forecasted final subcontract amounts, change notices and change orders is to be maintained by the Contractor for all subcontracts, at all times throughout the Project.

RS 18 CONSTRUCTION GENERAL INSTRUCTIONS

RS 18.1 MINIMUM STANDARDS

Materials shall be new and work shall conform to the minimum applicable standards of the Canadian General Standards Board, the Canadian Standards Association, the National Building Code of Canada (NBC most current) and all applicable Provincial and Municipal codes. In the case of conflict or discrepancy the most stringent requirement shall apply.

RS 18.2 SHOP DRAWINGS

Submit for the Departmental Representative's review, six (6) copies of each shop drawing.

The review is for the sole purpose of ascertaining conformance with the general design concept, and does not mean approval of the design details inherent in the shop drawings, responsibility for which shall remain with the Contractor. Such review shall not relieve the Contractor of responsibility for errors or omissions in the shop drawings or of his responsibility for meeting all requirements of the Contract Documents.

Do not commence manufacture or order materials before shop drawings are reviewed

RS 18.3 WORK & MATERIALS SUPPLIED BY OWNER

1. Work and materials not included in this contract are described on drawings and in this specification.
2. Deliver to a storage place, as directed by the Departmental Representative, all materials returned to the Owner.
3. Unless otherwise specified, accept owner-supplied materials at their storage location and provide all transportation as required.
4. General Contractor's duties:
 - a. Unload at site.
 - b. Promptly inspect products and report damaged or defective items.
 - c. Give written notification to the Departmental Representative for items accepted in good order.
 - d. Handle at site, including uncrating and storage.
 - e. Repair or replace items damaged on site.
 - f. Install, connect finished products as specified.

RS 18.4 PRODUCT DATA

Product data: manufacturers catalogue sheets, brochures, literature, performance charts and diagrams, used to illustrate standard manufactured products.

Submit six (6) copies of product data.

Delete information not applicable to project.

Cross-reference product data information to applicable portions of Contract Documents.

RS 18.5 TAXES

Pay all taxes properly levied by law (including Federal, Provincial and Municipal).

RS 18.6 FEES, PERMITS AND CERTIFICATES

Pay all fees, levies and obtain all permits as required by authorities having jurisdiction.. Provide authorities with plans, applications and information as required to obtain permits and acceptance certificates. Provide inspection and completion certificates as evidence that the work conforms to the requirements of Authority having jurisdiction. Only the actual cost of fees or levies will be reimbursed in accordance with "Basis of Payment Item 4 Allowable Disbursements". All works related in obtaining permit or certificates is to be included in the monthly fixed fee as identified in BA03 a) in the Price Proposal Form

RS 18.7 FIRE SAFETY REQUIREMENTS

Comply with the National Building Code of Canada (NBC most current) for fire safety in construction and the National Fire Code of Canada (NFC most current) for fire prevention, firefighting and life safety in building in use.

Welding and cutting: Before cutting and welding operations commence, issue hot work permits then continuously monitor all welding, soldering, grinding and/or cutting work... Store flammable liquids in approved CSA containers. No open flame shall be used unless permitted and authorized by the Contractor.

At least 48 hours prior to commencing cutting, welding or soldering procedure, advise the Departmental Representative:

- .1 Notice of intent, indicating devices affected, time and duration of isolation or bypass.
- .2 Completed welding permit as defined in NFC.
- .3 Return welding permit to Site Superintendent immediately upon completion of procedures for which permit was issued.

A fire watcher as described in NFC 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.

Where work requires interruption of fire alarms or fire suppression, extinguishing or protection systems:

- .1 Provide watchman service as described in NFC; In general, watchman service is defined as an individual conversant with Fire Emergency Procedures, performing fire picket duty within an unprotected and unoccupied (no workers) area once per hour.
- .2 Retain services of manufacturer for fire protection systems on daily basis or as approved by NFC, to isolate and protect all devices relating to:
 - .1 modification of fire alarms, fire suppression, extinguishing or protection systems; and/or
 - .2 cutting, welding, soldering or other construction activities which might activate fire protection systems.

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

RS 18.8 FIELD QUALITY CONTROL

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

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

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

RS 18.9 HAZARDOUS MATERIALS

Comply with the requirements of the Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labeling and the provision of Material Safety Data Sheets (MSDS).

For work in occupied buildings give the Departmental Representative 48 hours to 1 weeks notice for work involving designated substances (O. Reg. 490/09 Designated Substances), hazardous substances, and before painting, caulking, installing carpet or using adhesives.

RS 18.10 TEMPORARY UTILITIES

Existing services required for the work, may be used by the Contractor without charge. Ensure capacity is adequate prior to imposing additional loads. Connect and disconnect at own expense and responsibility.

Give the Departmental Representative one (1) week notice related to each necessary interruption of any mechanical or electrical service throughout the course of the work. Keep duration of these interruptions to a minimum. Carry out all interruptions after normal working hours of the occupants, preferably on weekends.

RS 18.11 REMOVED MATERIALS

Unless otherwise specified, materials for removal become the Contractor's property and shall be taken from site.

RS 18.12 PROTECTION

Protect finished work against damage until take-over.

Protect adjacent work against the spread of dust and dirt beyond the work areas.

Protect operatives and other users of site from all hazards.

Protect mobilization area so run-off into existing storm water systems is contained.

RS 18.13 USE OF SITE AND FACILITIES

Execute work with least possible interference or disturbance to the normal use of premises. Make arrangements with Departmental Representative to facilitate work as stated.

The contractor shall agree to install proper site separation and identification in order to maintain "Time and Space" at all times throughout the life of the project..."and when NRC Building Operations staff requires access to equipment in order to operate the building, proper coordination and communication must exist between all parties involved."

Maintain existing services to adjacent buildings and areas and provide for personnel and vehicle access.

Where security is reduced by work provide temporary means to maintain security.

Where elevators, dumbwaiters, conveyors or escalators exist Contractor may use these at Departmental Representative's discretion. Protect from damage, safety hazards and overloading of existing equipment.

Recommend revising "Provide separate men's and women's sanitary facilities..." to "Provide sanitary facilities as required by Provincial regulation for the expected workforce."

Maintain an office at the site until Project Completion. Provide and setup Site offices for Contractor's dedicated site staff, meeting area and separate lunchroom facilities trade workers. Office areas are to be secure, clean and quiet (by construction site standards). Each office shall be maintained in clean condition during the progress of the Work and adequately lighted, heated, ventilated and air conditioned space for meetings, filing and plan tables for Contract Documents. Provide:

- a) Meeting space to accommodate minimum five (5) persons;
- b) A file room for drawings, specifications, operating manuals and all other printed material to be kept at the Work Site;
- c) Cooled bottled water at all times with disposable drinking cups in each office;
- d) Administrative / reception area with photocopy and facsimile machines. All office supplies;
- e) All facilities required by the Contractor for the accommodation of its staff, including:
 - i Fax machine for own use and use of Departmental Representative
 - ii Computer with high-speed e mail connection for own use;
 - iii Filing cabinets;
 - iv Project documentation; and
 - v Adequate required first aid facilities.

RS 18.14 SITE STORAGE

Provide all required storage space, which shall be equipped and maintained by the Contractor.

Do not unreasonably encumber site with materials or equipment.

Move stored products or equipment which interfere with operations of Departmental Representative or other contractors.

Obtain and pay for use of additional storage or work areas needed for operations

RS 18.15 CUT, PATCH AND MAKE GOOD

1. Cut existing surfaces as required to accommodate new work.
2. Remove all items as shown or specified.
3. Patch and make good with identical materials, the surfaces that have been disturbed, cut or damaged, to the satisfaction of the Departmental Representative.
4. Where new pipes pass through existing construction, core drill an opening. Size openings to leave 12mm (1/2") clearance around the pipes or pipe insulation. Do not drill or cut any surface without the approval of the Departmental Representative.
5. Obtain written approval of the Departmental Representative before cutting openings through existing or new structural members.
6. Seal all openings where cables, conduits or pipes pass through walls with an acoustic sealant conforming to CAN/CGSB-19.21-M87.
7. Where cables, conduits and pipes pass through fire rated walls and floors, pack space between with compressed glass fibres and seal with fire stop caulking in accordance with CAN/CGSB-19.13-M87 AND NBC 3.1.7.

RS 18.16 SLEEVES, HANGERS AND INSERTS

1. Co-ordinate setting and packing of sleeves and supply and installation of hangers and inserts. Obtain Departmental Representative's approval before cutting into structure.
2. Do not use explosive actuated tools, without first obtaining permission from the Departmental Representative.
3. Comply with the requirements of CSA A-166 (Safety Code for Explosive Actuated Tools).
4. Do not use any kind of impact or percussion tool without first obtaining permission from the Departmental Representative.

RS 18.17 EXAMINATION

Examine site and conditions likely to affect work and be familiar and conversant with existing conditions.

Provide photographs of surrounding properties, objects and structures liable to be damaged or be the subject of subsequent claims, daily

RS 18.18 SIGNS

Provide common-use signs related to traffic control, information, instruction, use of equipment, public safety devices, etcetera, in both official languages or by the use of commonly-understood graphic symbols to the Departmental Representative's approval.

No advertising will be permitted on this project

RS 18.19 ACCESS AND EGRESS

Design, construct and maintain temporary "access to" and "egress from" work areas, including stairs, runways, ramps or ladders and scaffolding, independent of finished surfaces and in accordance with relevant municipal, provincial and other regulations. Ingress and egress of Contractor vehicles at Site is limited to the road north Lyon Street.

RS 18.20 SCAFFOLDS AND WORK PLATFORMS

Design, install, and inspect scaffolds and work platforms required for work in accordance with relevant municipal, provincial and other regulations.

Provide design drawings, signed and sealed by qualified Professional Engineer licensed in the province of Ontario, where prescribed.

Additions or modifications to scaffolding must be approved by Professional Engineer in writing

RS 18.21 PUBLIC WAY PROTECTION

Design, erect and maintain hoarding and covered pedestrian walkways to support all loads including wind loads and provide protection, complete with signs and electrical lighting as required by authority having jurisdiction.

Provide one lockable truck entrance gate[s] and one pedestrian door as directed and conforming to applicable traffic restrictions. Equip gates with locks and keys.

RS 18.22 WASTE MANAGEMENT

Comply with the Environmental Protection Act, Ontario Regulations O.Reg. 102/94 and O. Reg. 103/94 for waste management program on construction and demolition projects.

RS 18.23 OPERATIONS AND MAINTENANCE MANUALS

Two (2) weeks prior to any scheduled training, submit to Departmental Representative four (4) copies of approved Operations Data and Maintenance Manual in both official languages, compiled as follows:

- .1 Bind data in vinyl hard cover 3 "D" ring type loose leaf binders for 212 x 275 mm size paper. Binders must not exceed 75 mm thick or be more than 2/3 full.
- .2 Enclose title sheet labeled "Operation Data and Maintenance Manual," project name, date and list of contents. Project name must appear on binder face and spine.
- .3 Organize contents into applicable sections of work to parallel project specifications breakdown. Mark each section by labeled tabs protected with celluloid covers fastened to hard paper dividing sheets.

Include following information plus data specified.

- .1 Maintenance instruction for finished surface and materials.
- .2 Copy of hardware and paint schedules.
- .3 **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.

- .4 **Maintenance:** Use clear drawings, diagrams or manufacturers' literature which specifically apply and detail the following:
- .1 lubrication products and schedules.
 - .2 trouble shooting procedures.
 - .3 adjustment techniques.
 - .4 operational checks.
 - .5 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.

.5 **Guarantees showing:**

- .1 Name and address of projects.
- .2 Guarantee commencement date (date of Interim Certificate of Completion).
- .3 Duration of guarantee.
- .4 Clear indication of what is being guaranteed and what remedial action will be taken under guarantee.
- .5 Signature and seal of Guarantor.
- .6 Additional material used in project listed under various Sections showing name of manufacturer and source of supply.

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).

Include one complete set of final shop drawings (bound separately) indicating corrections and changes made during fabrication and installation.

RS 18.24 RECORDS

As work progresses, maintain accurate records to show deviations from contract drawings. Just prior to Departmental Representative's inspection for issuance of the Certificate of Completion, supply to the Departmental Representative one (1) set of white prints with all deviations neatly inked in. The Departmental Representative will provide two sets of clean white prints for this purpose.

RS 18.25 GUARANTEES AND WARRANTIES

Before completion of work collect all manufacturer's guarantees and warranties and deposit with Departmental Representative

RS 18.26 CLEAN UP

Clean up work area as work progresses. At the end of each work period, and more often if ordered by the Departmental Representative, remove debris from site, neatly stack material for use, and clean up generally.

Upon completion remove scaffolding, temporary protection and surplus materials. Make good defects noted at this stage.

Clean areas under contract to a condition at least equal to that previously existing, including building exterior and surrounding site, to approval of Departmental Representative.

FINAL CLEAN-UP

1. Upon completion do a final clean-up to the satisfaction of the Departmental Representative.
2. .Clean all new surfaces, lights, existing surfaces affected by this work, replace filters, etc.
3. Clean all resilient flooring and prepare to receive protective finish. Protective finish applied by NRC

RS 18.27 SECURITY CLEARANCES

All personnel employed on this project will be subject to security check. Refer to Appendix B - Security Clearance Instructions and Forms. Obtain requisite clearance, as instructed, for each individual required to enter the premises.

RS 18.28 SITE SECURITY

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

- a) Coordination of construction activities and NRC operations;
- b) Access to the Site including sign-in procedures and security clearances;
- c) Off-hours security including procedures to "escort", to "lockup", evening and weekend surveillance, fire watches, emergency procedures and responses;
- d) All safety issues related to the Work or it's Site to be performed as required by federal, provincial or municipal regulations;
- e) Safeguarding of components to be reused or recycled;
- f) Protection of materials, equipment, workmanship and, throughout the implementation of the Project, any NRC items installed prior to the building being ready for use; and
- g) A Site protocol to be developed and enforced, including
 - i) No CDs, radios or tape machines;
 - ii) Noise control;
 - iii) Due regard for the general public's expectations with respect to behavior, language and dress in public places (all portions of the Site are deemed to be public).

Provide emergency response coordination and for responses to Site problems during non-working hours. In consultation with the Departmental Representative, establish a list of contacts for responses and communication. In the event of any problems, 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.

RS 18.29 BUILDING SMOKING ENVIRONMENT

Smoking is not permitted in the NRC's buildings.

RS 18.30 DUST CONTROL

Provide dust tight screens or partitions to localize dust-generating activities, and for protection of workers, finished areas of work and public.

Maintain and relocate protection until such work is complete

RS 18.31 TESTING / LABORATORY SERVICES

Departmental Representative will appoint and will reimburse Contractor for costs of inspection and testing services, unless indicated otherwise.

Provide safe working areas and assist with testing procedures, including provisions for materials or services and co-ordination, as required by testing agency and as authorized by Departmental Representative.

Where tests indicate non-compliance with specifications, contractor to pay for initial test and all subsequent testing of work to verify acceptability of corrected work

RS 18.32 SCHEDULING

Carry out Work in accordance with PD 2.1.1 - Construction Operations.

RS 18.33 COST BREAKDOWN

Before submitting first progress claim submit breakdown of Contract Amount in detail as directed by Departmental Representative and aggregating the Contract Amount. After approval by Departmental Representative cost breakdown will be used as the basis of progress payments.

RS 18.34 ENCLOSURE OF STRUCTURES

1. Construct and maintain all temporary enclosures as required to protect foundations, sub- soil, concrete, masonry, etc., from frost penetration or damage.
2. Maintain in place until all chances of damage are over and proper curing has taken place.
3. Provide temporary weather tight enclosures for exterior openings until permanent sash and glazing and exterior doors are installed.
4. Provide lockable enclosures as required to maintain the security of NRC facilities and be responsible for the same.
5. Provide keys to NRC security personnel when required.
6. Lay out the work carefully and accurately and verify all dimensions and be responsible for them. Locate and preserve general reference points.

7. Throughout the course of construction, keep continuously acquainted with field conditions, and the work being developed by all trades involved in the project. Maintain an awareness of responsibility to avoid space conflict with other trades.
8. Conceal all services, piping, wiring, ductwork, etc., in floors, walls or ceilings except where indicated otherwise.

RS 18.35 CONNECTIONS TO AND INTERRUPTIONS TO EXISTING SERVICES

1. Where work involves breaking into or connecting to existing services, carry out work at
2. times and in the manner agreed to by the Departmental Representative and by authorities
3. having jurisdiction, with minimum disruption to NRC Personnel and vehicular traffic and minimum service interruption. Do not operate any NRC equipment or plant.
- 4.
5. Before commencing work, establish location and extent of service lines in area of work and notify Departmental Representative of findings.
- 6.
7. Submit a schedule to and obtain approval from the Departmental Representative for any shut-down or closure of active service or facility; allow minimum 72 hours notice. Adhere to approved schedule and provide notice to the Departmental Representative.
8. Where unknown services are encountered, immediately advise Departmental Representative and confirm findings in writing.
9. Provide detours, bridges, alternate feeds, etc., as required to minimize disruptions.
10. Protect existing services as required and immediately make repairs if damage occurs.
11. Remove any abandoned service lines as indicated on the contract documents and as approved by the Departmental Representative; cap or otherwise seal lines at cut-off points. Record and provide a copy to the Departmental Representative of locations of maintained, re-routed and abandoned service lines.

RS18.36 TEMPORARY HEATING AND VENTILATING

1. Bear the costs of temporary heat and ventilation during construction including costs of installation, fuel, operation, maintenance, and removal of equipment.
2. Use of direct-fired heaters discharging waste products into the work areas will not be permitted unless prior approval is given by the Departmental Representative.
3. Furnish and install temporary heat and ventilation in enclosed areas as required to:
 - a. Facilitate progress of work.
 - b. Protect work and products against dampness and cold.
 - c. Reduce moisture condensation on surfaces to an acceptable level.
 - d. Provide ambient temperature and humidity levels for storage, installation and curing of materials.
 - e. Provide adequate ventilation to meet health regulations for a safe working environment.
4. Maintain minimum temperature of 10 oC (50 oF) or higher where specified as soon as finishing work is commenced and maintain until acceptance by the Departmental Representative. Maintain ambient temperature and humidity levels as required for comfort of NRC personnel.
5. Prevent hazardous or unhealthy accumulations of dust, fumes, mists, vapours or gases in areas occupied during construction including also, storage areas and sanitary facilities.
 - a. Dispose of exhaust materials in a manner that will not result in a harmful or unhealthy exposure to persons.
6. Maintain strict supervision of operation of temporary heating and ventilating equipment.
 - a. Enforce conformance with applicable codes and standards.
 - b. Comply with instructions of the Departmental Representative including provision of full-time watchman services when directed.
 - c. Enforce safe practices.

- d. Vent direct-fired combustion units to outside.
7. Submit tenders assuming existing or new equipment and systems will not be used for temporary heating and ventilating.
8. After award of contract, Departmental Representative may permit use of the permanent system providing agreement can be reached on:
 - a. Conditions of use, special equipment, protection, maintenance, and replacement of filters.
 - b. Methods of ensuring that heating medium will not be wasted and in the case of steam, agreement on what is to be done with the condensate.
 - c. Saving on contract price.
 - d. Provisions relating to guarantees on equipment.

18.37 GENERAL AND FIRE SAFETY REQUIREMENTS

1. GENERAL CONSTRUCTION SAFETY REQUIREMENTS

1. The Contractor shall take all necessary steps to protect personnel (workers, visitors, general public, etc.) and property from any harm during the course of the contract.
2. The Contractor shall be solely responsible for the construction safety of both its employees and those of its sub-contractors at the work site, and for initiating, maintaining and supervising safety precautions, programs and procedures in connection with the performance of the work.
3. The Contractor shall comply with all Federal, Provincial and Municipal safety codes and regulations and the Occupational Health and Safety Act and the Workplace Safety and Insurance Board. In the event of any conflict between any provisions in legislation or codes, the most stringent provisions shall apply.
4. Periodic review of the contractor's work by the Departmental Representative, using the criteria of the contract documents, does not relieve the contractor of his safety responsibilities in carrying out the work in accordance with the contract documents. The contractor shall consult with the Departmental Representative to ensure that this responsibility is carried out.
5. The Contractor shall ensure that only competent personnel are permitted to work on site. Throughout the term of the contract, any person will be removed from the site who is not observing or complying with the safety requirements.
6. All equipment shall be in safe operating condition and appropriate to the task.
7. Following a project and site hazard assessment, the Contractor shall develop a Site Specific Safety Plan based on the following minimum requirements:
 - a. Provide a safety board mounted in a visible location on the project site, with the following information included thereon:
 - i. Notice of Project
 - ii. Site specific Safety Policy
 - iii. Copy of Ontario Health and Safety Act
 - iv. Building Schematic showing emergency exits
 - v. Building emergency procedures
 - vi. Contact list for NRC, Contractor and all involved sub-contractors
 - vii. Any related MSDS sheets
 - viii. NRC Emergency phone number
8. The Contractor shall provide competent personnel to implement its safety program and those of any Health and Safety Act legislation applicable at this project location, and to ensure they are being complied with.
9. The Contractor shall provide safety orientation to all its employees as well as those of any subcontractors under its jurisdiction.
10. The Departmental Representative will monitor to ensure that safety requirements are met and that safety records are properly kept and maintained. Continued disregard for safety standards can cause the contract to be cancelled and the Contractor or sub-contractors removed from the site.

11. The Contractor will report to the Departmental Representative and jurisdictional authorities, any accident or incident involving Contractor or NRC personnel or the public and/or property arising from the Contractor's execution of the work.
12. If entry to a laboratory is required as part of the work of the Contractor, a safety orientation shall be provided to all his employees as well as those of any subcontractors regarding lab safety requirements and procedures, as provided by the Researcher or the Departmental Representative.

2. FIRE SAFETY REQUIREMENTS

1. Authorities

1. The Fire Commissioner of Canada (FC) is the authority for fire safety at NRC.
2. For the purpose of this document, "Departmental Representative" will be deemed as the NRC person in charge of the project and who will enforce these Fire Safety Requirements.
3. Comply with the following standards as published by the Office of the Fire Commissioner of Canada:
 - a. Standard No. 301 - June 1982 "Standard for Construction Operations";
 - b. Standard No. 302 - June 1982 "Standard for Welding and Cutting".

2. Smoking

1. Smoking is prohibited inside all NRC buildings, as well as roof areas.
2. Obey all "NO SMOKING" signs on NRC premises.

3. Hot Work

1. Prior to commencement of any "Hot Work" involving welding, soldering, burning, heating, use of torches or salamanders or any open flame, obtain a Hot Work Permit from the Departmental Representative.
2. Prior to commencement of "Hot Work", review the area of hot work with the Departmental Representative to determine the level of fire safety precautions to be taken.

4. Reporting Fires

1. Know the exact location of the nearest Fire Alarm Pull Station and telephone, including the emergency phone number.
2. REPORT immediately, all fire incidents as follows:
 1. Activate nearest fire alarm pull station and;
 2. Telephone the following emergency phone number as appropriate:
FROM AN NRC PHONE 333
FROM ANY OTHER PHONE (613) 993-2411
3. When reporting a fire by phone, give the location of fire, building number and be prepared to verify location.
4. The person activating fire alarm pull station must remain at a safe distance from the scene of the fire but readily available to provide information and direction to the Fire Department personnel.

5. Interior and Exterior Fire protection & Alarm Systems

1. DO NOT OBSTRUCT OR SHUT OFF FIRE PROTECTION EQUIPMENT OR SYSTEMS, INCLUDING BUT NOT LIMITED TO FIRE ALARM SYSTEMS, SMOKE/HEAT DETECTORS, SPRINKLER SYSTEM, PULL STATIONS, EMERGENCY CALL BUTTONS AND PA SYSTEMS, WITHOUT AUTHORIZATION FROM THE DEPARTMENTAL REPRESENTATIVE.
2. WHEN ANY FIRE PROTECTION EQUIPMENT IS TEMPORARILY SHUT DOWN, ALTERNATIVE MEASURES AS PRESCRIBED BY THE DEPARTMENTAL REPRESENTATIVE SHALL BE TAKEN TO ENSURE THAT FIRE PROTECTION IS MAINTAINED.
3. DO NOT LEAVE FIRE PROTECTION OR ALARM SYSTEMS INACTIVE AT THE END OF A WORKING DAY WITHOUT NOTIFICATION AND AUTHORISATION FROM THE DEPARTMENTAL REPRESENTATIVE. THE DEPARTMENTAL REPRESENTATIVE WILL ADVISE THE (FPO) OF THE DETAILS OF ANY SUCH EVENT.
4. DO NOT USE FIRE HYDRANTS, STANDPIPES AND HOSE SYSTEMS FOR OTHER THAN FIRE FIGHTING PURPOSES UNLESS AUTHORISED BY DEPARTMENTAL REPRESENTATIVE.

6. Fire Extinguishers

1. Provide a minimum of 1-20 lb. ABC Dry Chemical Fire Extinguisher at each hot work or open flame location.
2. Provide fire extinguishers for hot asphalt and roofing operations as follows:
 - a. Kettle area - 1-20 lb. ABC Dry Chemical;
 - b. Roof - 1-20 lb. ABC Dry Chemical at each open flame location.
3. Provide fire extinguishers equipped as below:
 - c. Pinned and sealed;
 - d. With a pressure gauge;
 - e. With an extinguisher tag signed by a fire extinguisher servicing company.
4. Carbon Dioxide (CO₂) extinguishers will not be considered as substitutes for the above.

7. Roofing Operations

1. Kettles:
 1. Arrange for the location of asphalt kettles and material storage with the Departmental Representative before moving on site. Do not locate kettles on any roof or structure and keep them at least 10m (30 feet) away from a building.
 2. Equip kettles with 2 thermometers or gauges in good working order; a hand held and a kettle-mounted model.
 3. Do not operate kettles at temperatures in excess of 232oC (450 oF).
 4. Maintain continuous supervision while kettles are in operation and provide metal covers for the kettles to smother any flames in case of fire. Provide fire extinguishers as required in article 2.6.

5. Demonstrate container capacities to Departmental Representative prior to start of work.
6. Store materials a minimum of 6m (20 feet) from the kettle.

2. Mops:

1. Use only glass fibre roofing mops.
2. Remove used mops from the roof site at the end of each working day.

3. Torch Applied Systems:

1. DO NOT USE TORCHES NEXT TO WALLS.
2. DO NOT TORCH MEMBRANES TO EXPOSED WOOD OR CAVITY
3. Provide a Fire Watch as required by article 2.9 of this section.

4. Store all combustible roofing materials at least 3m (10 feet) away from any structure.
5. Keep compressed gas cylinders a minimum of 6m (20 feet) away from the kettle, protected from mechanical damage and secured in an upright position.

8. Welding / Grinding Operations

1. Contractor to provide fire blankets, portable fume extraction devices, screens or similar equipment to prevent exposure to welding flash, or sparks from grinding.

9. Fire Watch

1. Provide a fire watch for a minimum of one hour after the termination of any hot work operation.
2. For temporary heating, refer to General Instructions Section 00 010 00.
3. Equip fire watch personnel with fire extinguishers as required by article 2.6.

10. Obstruction of access/egress routes-roadways, halls, doors, or elevators

1. Advise the Departmental Representative in advance of any work that would impede the response of Fire Department personnel and their apparatus. This includes violation of minimum overhead clearance, erection of barricades and the digging of trenches.
2. Building exit routes must not be obstructed in any way without special permission from the Departmental Representative, who will ensure that adequate alternative routes are maintained.
3. The Departmental Representative will advise the FPO of any obstruction that may warrant advanced planning and communication to ensure the safety of building occupants and the effectiveness of the Fire Department.

11. Rubbish and Waste Materials

1. Keep rubbish and waste materials to a minimum and a minimum distance of 6m (20 feet) from any kettle or torches.
2. Do not burn rubbish on site.
3. Rubbish Containers

1. Consult with the Departmental Representative to determine an acceptable safe location for any containers and the arrangement of chutes etc. prior to bringing the containers on site.
2. Do not overfill the containers and keep area around the perimeter free and clear of any debris.

4. Storage

1. Exercise extreme care when storing combustible waste materials in work areas. Ensure maximum possible cleanliness, ventilation and that all safety standards are adhered to when storing any combustible materials.
2. Deposit greasy or oily rags or materials subject to spontaneous combustion in CSA or ULC approved receptacles and remove at the end of the work day or shift, or as directed.

12. Flammable Liquids

1. The handling, storage and use of flammable liquids is governed by the current National Fire Code of Canada.
2. Flammable Liquids such as gasoline, kerosene and naphtha may be kept for ready use in quantities not exceeding 45 litres (10 imp gal), provided they are stored in approved safety cans bearing the ULC seal of approval and kept away from buildings, stockpiled combustible materials etc. Storage of quantities of flammable liquids exceeding 45 litres (10 imp gal) for work purposes, require the permission of the Departmental Representative.
3. Flammable liquids are not to be left on any roof areas after normal working hours.
4. Transfer of flammable liquids is prohibited within buildings.
5. Do not transfer flammable liquids in the vicinity of open flames or any type of heat producing device.
6. Do not use flammable liquids having a flash point below 38 oC (100 oF) such as naphtha or gasoline as solvents or cleaning agents.
7. Store flammable waste liquids for disposal in approved container located in a safe, ventilated area. Waste flammable liquids are to be removed from the site on a regular basis.
8. Where flammable liquids, such as lacquers or urethane are used, ensure proper ventilation and eliminate all sources of ignition. Inform the Departmental Representative prior to, and at the cessation of such work.

3. QUESTIONS AND/OR CLARIFICATIONS

1. Direct any questions or clarification on Fire or General Safety, in addition to the above requirements, to the Departmental Representative.

END OF SECTION

APPENDIX “G”- BASIS OF PAYMENT

- 1. The Basis of Payment of the contract is comprised of the following**
- 2. Construction Manager's Fee**
 - Fixed Monthly Fee
 - Percent Construction Fee
 - Additional Personnel
- 3. Construction Costs**
- 4. Allowable Disbursements**

1. The Basis of Payment of the contract is comprised of the following:

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

2. Construction Manager's Fee

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

a) Fixed Fee (calculated in "weeks" and paid monthly)

The fixed monthly fee will be paid in equal monthly installments in arrears over the Term of the Contract. The fixed monthly fee will constitute reimbursement for Services provided by the Contractor's Staff as specified in detail in the Terms of Reference. The portion of the Work done under the Fixed Fee shall be invoiced in equal monthly installments over the duration of the Contract. The installments shall be recalculated on a monthly basis to account for any changes in the completion date of the Work. **All Required Services specified in the Terms of Reference are to be included in and covered by the Fixed Monthly Fee portion of the contract.**

The fixed monthly fee will include but not be limited to:

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

- vii) All field personnel such as superintendents, health and safety officers, and assistant superintendents, field engineers, commissioning agent, etc., including vehicles and vehicle expenses.

b) Percent Construction Fee

The percent construction fee includes:

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

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

c) Additional Personnel

The Contractor shall include in the Fixed Monthly Fees sufficient personnel to complete the Work within the time frame stipulated in BA07 – Construction Time.

However, should NRC determine that, for the purposes of schedule acceleration, additional personnel is required, NRC will have the right to request that the Contractor provide such additional personnel for the performance of the Work or any part or parts thereof. Also, for the purpose of plant shut-down, (after-hour) overtime for additional personnel may be required.

For additional personnel requested by NRC, the Contractor will be reimbursed in accordance with the firm per diem rates (including payroll costs, overhead and profit) quoted in the Bid and Acceptance form for the identified categories of personnel or in accordance with rates which have been negotiated and mutually agreed to between NRC and the Contractor for personnel that were not pre-identified in the Bid and Acceptance Form. Such costs will be payable monthly in arrears.

3. Construction Costs

- a) Determination of Construction Cost will be in accordance with SC03. Construction Costs will be reimbursed in accordance with GC5 - Terms of Payment.

Construction Costs will include:

- i) The actual, reasonable and direct costs of subcontracts;

- ii) The actual, reasonable and direct costs incurred by the Contractor, as previously agreed to by NRC in performing the Work, as follows:
- 1) Materials incorporated into the Work, including costs of transportation;
 - 2) Materials, products, supplies, equipment, temporary services and facilities, including transportation and maintenance thereof, which are consumed in the performance of the Work, and cost less salvage value on such items used, but not consumed, which remain the property of the Contractor;
 - 3) Tools, machinery and equipment, exclusive of hand tools, used in the performance of the Work, whether rented by the Contractor or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof;
 - 4) Site engineering, as-built drawings, maintenance manuals and all other documents required to be provided prior to certification of Substantial Performance, as well as commissioning activities;
 - 5) Independent inspection and testing services other than those described in the construction documents;
 - 6) Temporary services, O & M Manuals, as-builts, engineering drawings and rental costs of site trailers;
 - 7) Site washrooms other than those furnished by NRC;
 - 8) Health and Safety sundries for visitors (hard hats, boots, gloves, goggles, masks, etc.);
 - 9) Bilingual Site signage;
 - 10) Utility costs, as applicable;
 - 11) The cost of safety measures and requirements;
 - 12) Cleaning materials supplies, hand tools and consumables;
 - 13) Site photos;
 - 14) Printing of construction documents;
 - 15) Removal and disposal of waste products and debris.

4. Determination of Price

1. Any adjustment to the price of the Work that is resulting from a change in the Work pursuant to RS.17 will represent all reasonable and proper costs including delay incurred by or savings accruing to the Contractor in respect of the labour and Material that are payable as Construction Costs.
2. If the final price of the Work, excluding the Contractor's fees is not within 75 and 125 percent of the Estimated Construction Cost, either party to the Contract may request to negotiate a change in the Contractor's Percentage Fee for the Work outside of these thresholds. The onus of establishing, justifying and quantifying a proposed change lies with the party making

the request for negotiation. In no event shall the total amount paid as the Contractor's Percentage Fee, amended as a result of a reduction in the price of the Work, exceed the amount that would have been payable to the Contractor had the price of the Work actually accounted for 75 percent of the Estimated Construction Cost.

3. The amount of the Contract shall be the final sum of the Fixed Fee, the actual Construction Cost, the Percentage Fee, allowable disbursements and any adjustments that are made in accordance with the Contract.

Site Labour Costs (allowance is included within Estimated Construction Cost)

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

However, the Contractor will be reimbursed for the labour expended by the Contractor's carpenters and general site labourers for any physical construction work related to RS 18 which received prior approval from the Departmental Representative. Site labour costs that have been authorized by the Departmental Representative will be paid monthly in arrears.

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

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

5. Allowable Disbursements

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

- i. The cost of the Contractor's insurance and bonding. (All insurance and bonding costs must be identified and submitted up front in section BA03 of the Price Proposal Form. Only costs that are identified in the Price and Proposal form submitted by the bidder will be reimbursable. The amount shown in Section BA03 is considered the upset limit. All cost reimbursements will be made upon receipt of proof of actual costs. Under no circumstances will the reimbursement be higher than the upset limit.)
- ii. Fees, levies, permits, costs and charges levied by authorities having jurisdiction at the Site; (as described in BA04 of the Price Proposal Form and RS 18.6 of the Terms of Reference.)

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

APPENDIX “H”- INSTRUCTIONS TO OBTAINING MANDATORY SECURITY CLEARANCES

NRC Security Office will be the central point of contact for any and all Requests for Building Access and contractor security clearances.

1. Construction Manager (CM) to assign a designated representative attached to the Project, who will act as the single source of security information to and from the CM. The CM to provide NRC Departmental Representative (DR) with security representative contact information.
2. Designated CM representative to obtain and assemble all of the CM and subcontractor employee's names and date of birth information and is to ascertain if the applicant has current valid clearances.
3. If applicant has current valid clearance, CM representative provides NRC Departmental Representative (DR) with applicant's complete name and date of birth. Information to be used by NRC DR to complete the Request for Building Access Form. Completed Request for Building Access forms are to be forwarded to the PWGSC Security office for security clearance verification 48 hours in advance of date access required.
4. If applicant does not have reliability security clearance, the applicant must complete and submit the following completed forms to NRC Security Office.

TBS-330-23 E Personal Screening request and authorization

The applicant shall ensure that they provide sufficient information to permit government authorities to conduct a background inquiry covering the last five years. In cases where this requirement cannot be met or the applicant has resided outside Canada during the past five years, the USO/AUSO shall consult PSSD for further instructions prior to the submission of the forms.

The USO/AUSO is directly responsible to verify the identity of an applicant by using two or more of the official documents listed below. The USO/AUSO shall undertake the verification either themselves, or they shall be responsible to ensure that an approved employee of the organization has conducted such verification and has obtained copies of the documentation to confirm the background/identity of the applicant.

- Current passport;
- Birth certificate;
- Baptismal certificate;
- Citizenship certificate or Immigrant Visa and Record of Landing document;
- Canadian work permit/visa;
- Valid driver's license that has been issued in Canada which includes a laminated photograph; or
- Provincial Health Card



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SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine National Research Council	2. Branch or Directorate / Direction générale ou Direction ASPM
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3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
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4. Brief Description of Work / Brève description du travail
Construct one story building "U72" in the NRC Upland Campus

5. a) Will the supplier require access to Controlled Goods?
Le fournisseur aura-t-il accès à des marchandises contrôlées?
 No / Non 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?
 No / Non 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)
 No / Non 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.
 No / Non 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?
 No / Non 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 checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
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7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/> Not releasable / À ne pas diffuser <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
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7. c) Level of information / Niveau d'information

PROTECTED A / PROTÉGÉ A <input type="checkbox"/> PROTECTED B / PROTÉGÉ B <input type="checkbox"/> PROTECTED C / PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> SECRET / SECRET <input type="checkbox"/> TOP SECRET / TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/> NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/> NATO SECRET / NATO SECRET <input type="checkbox"/> COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/> PROTECTED B / PROTÉGÉ B <input type="checkbox"/> PROTECTED C / PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> SECRET / SECRET <input type="checkbox"/> TOP SECRET / TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>
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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 checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux : Contractor may need Secret level to access to building U61

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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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 / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
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).



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Manouchehr Adim	Title - Titre Project Manager	Signature <i>Adim</i>	
Telephone No. - N° de téléphone 613-990-0129	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Manouchehr.adim@nrc-cnrc.gc.ca	Date 10 May 2016
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Charlotte Carrier	Title - Titre Control Goods and Contracts Security Cr	Signature <i>Carrier</i>	
Telephone No. - N° de téléphone 613 993-8966	Facsimile No. - N° de télécopieur 613 990-0946	E-mail address - Adresse courriel Charlotte.CARRIER@CNRC.NC.CA	Date 16 May 2016
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?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) M. BEDARD	Title - Titre Senior Contractors Officer	Signature <i>Bedard</i>	
Telephone No. - N° de téléphone 613 993-2274	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date 1/6/16
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

