



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

**11 Laurier St. / 11 rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2**

**Gatineau
Quebec**

K1A 0S5

Bid Fax: (819) 997-9776

INVITATION TO TENDER

APPEL D'OFFRES

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

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

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

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

Comments - Commentaires

This document contains a security requirement / ce
document comporte un exigence de sécurité

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Centre Block Rehabilitation Project/Projet de
réhabilitation de l'édifice du Centre
185 Sparks Street
185, rue Sparks
3rd Floor - 313/3ème étage - 313
Ottawa
Ontario
K1A 0S5

Title - Sujet Block 3 Construction Mgmt Services	
Solicitation No. - N° de l'invitation EP756-170422/A	Date 2016-07-06
Client Reference No. - N° de référence du client 20170422	GETS Ref. No. - N° de réf. de SEAG PW-\$\$FP-003-71212
File No. - N° de dossier fp003.EP756-170422	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-08-15	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Cook, Kristin	Buyer Id - Id de l'acheteur fp003
Telephone No. - N° de téléphone (819) 775-7409 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PWGSC Wellington Building Ottawa, Ontario K1P 6C2	

Instructions: See Herein

Instructions: Voir aux présentes

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

INVITATION TO TENDER

IMPORTANT NOTICE TO BIDDERS

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

For further instructions please consult "Special Instruction to Bidders", SI12, "Industrial Security Related Requirements" and "Supplementary Conditions" SC01 "Industrial Security Related Requirements".

TWO-ENVELOPE BID

This Bid shall be submitted following a "two-envelope" procedure. Refer to SI05 of the Special Instructions to Bidders.

INTEGRITY PROVISIONS - BID

Changes have been made to the Integrity Provisions - Bid as of 2016-04-04. See GI01, Integrity Provision-Bid of R2710T of the General Instructions for more information.

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R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2016-04-04)

The following GI's are included by reference and are available at the following Web Site

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

- GI01 Integrity Provisions - Bid
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SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) intends to retain a Contractor to provide construction services for the project as set out in this Invitation to tender (ITT).
2. Bidders responding to this ITT are requested to submit a full and complete quotation (refer to SI06 'Submission of Bid'). The bid will cover not only the qualifications, experience and organization of the Bidder (Envelope 1 - Qualifications), but also the pricing offered (Envelope 2 - Price).

SI02 BID DOCUMENTS

1. The following are the bid documents:
 - a. Invitation to Tender - Page 1;
 - b. Special Instructions to Bidders;
 - c. General Instructions - Construction Services - Bid Security Requirements R2710T (2016-04-04)
 - d. Submission Requirement and Evaluation;
 - e. Supplementary Conditions;
 - f. Clauses & Conditions identified in "Contract Documents";
 - g. Appendix A – Bid and Acceptance Form;
 - h. Appendix B – Integrity Provisions;
 - i. Appendix C – Departmental Representative's Authority;
 - j. Annex A - Terms of Reference;
 - k. Annex B - Basis of Payment;
 - l. Annex C - Security Requirements Checklist;
 - m. Annex D - Certificate of Insurance; and
 - n. Any amendment issued prior to solicitation closing.

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

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

SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Invitation to Tender - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

SI04 OPTIONAL SITE VISIT

All interested bidders are invited to a site visit on Wednesday July 20, 2016 at 10:00 a.m. at 187 Sparks Street, 1st floor, Ottawa, Ontario.

Please note: To ensure access to buildings, names of individuals attending the site visit should be submitted to the Contracting Officer named on the Invitation to Tender (ITT) - Page 1, 48 hours prior to the site visit.

SI05 SUBMISSION OF BID

Section GI09 of R2710T is replaced by the following:

1. The bid shall be submitted following a "two-envelope" procedure in which the Bidder submits the Qualifications Form and any required associated document(s) in envelope 1 and the Bid and Acceptance Form and any required associated document(s) in envelope 2. Both envelopes shall be enclosed and sealed together in a third envelope, the bid envelope. All envelopes are to be provided by the Bidder.
2. The bid envelope shall be addressed and submitted to the office designated on the Front Page "Invitation to Tender" for the receipt of the bids. The bid must be received on or before the date and time set for solicitation closing. Prior to submitting the bid, the Bidder shall ensure that the following information is clearly printed or typed on the face of the bid envelope:
 - a. Solicitation Number;
 - b. Name of Bidder;
 - c. Return address; and
 - d. Closing Date and Time.
3. The Qualifications Form, and any required associated document(s), shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
 - a. ENVELOPE 1 – Bidder Experience;
 - b. Solicitation Number; and
 - c. Name of Bidder.
4. The Bid and Acceptance Form, and any required associated document(s), shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
 - a. ENVELOPE 2 - Price;
 - b. Solicitation Number; and
 - c. Name of Bidder.
5. Timely and correct delivery of bids is the sole responsibility of the Bidder.

SI06 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is (819) 956-1459.

SI07 OPENING OF BIDS / EVALUATION

1. There will be no public opening. A list of bidders that deposited their tenders will be read out loud
2. Envelope 1 – Bidder Experience - will be opened in private: this envelope will be opened first to evaluate the submittal requirements. Requirements will be evaluated on a Pass or Fail basis.

Failure to meet any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid. Envelope 2 will be returned unopened to the bidder.

3. Envelope 2 - Price: Only those envelopes from Bidder's that meet the mandatory requirements of the Qualifications shall be opened. Envelope 2 submittals will be evaluated against the mandatory requirements, failure to comply with any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid.
4. The responsive bid carrying the lowest price will be recommended for contract award.

SI08 COMPLETION OF SUBMISSION

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

SI09 INSUFFICIENT FUNDING

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

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

SI10 DEBRIEFINGS

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

SI11 BID VALIDITY PERIOD

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1 of SI11 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1 of SI11 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
 - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
 - b. cancel the invitation to tender.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

SI12 INDUSTRIAL SECURITY RELATED REQUIREMENTS

1. **At bid closing, the Bidder must hold a valid Security Clearance** as indicated in section SC01 of the Supplementary Conditions. Failure to comply with this requirement will render the Bid non-compliant and no further consideration will be given to the Bid.
2. The Successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the Work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. **Individuals who do not have the required level of security will not be allowed on site.** It is the responsibility of the successful bidder to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful bidder's non-compliance with the mandatory security requirement.
3. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" on the Standard Procurement Documents Web site [Industrial Security Program](#)

SI13 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies

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

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

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

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

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

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

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

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

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

PWGSC, Industrial Security Services <Http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications

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

Construction and Consultant Services Contract Administration Forms Real Property Contracting

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

Declaration Form

<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>

SUBMISSION REQUIREMENTS AND EVALUATION

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

SUBMISSION REQUIREMENTS AND EVALUATION

SRE 1 GENERAL INFORMATION

1.1 Submission of Bids

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

1.2 Format of Bids

1.2.1 Technical Bid

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

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

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

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

The order of the technical bid should follow the order established in the Submission Requirements Section of the ITT.

1.2.2 Price Bid

Bidders must submit their price bid in accordance with Appendix A - Bid and Acceptance Form and GI08 Bid Security Requirements of the General Instructions to Bidders.

SRE 2 TECHNICAL BID SUBMISSION REQUIREMENTS AND EVALUATION

Pass or Fail Requirements

2.1 Experience of the Bidder (Construction Management)

2.1.1 The Bidder must submit three (3) projects which meet the following criteria by completing tables 2.1 a-c in sufficient enough detail to demonstrate all criteria expressed herein.

- Must have been delivered in the Construction Management or Design Build method;
- Must have been greater than or equal to \$10,000,000 at contract award;
- Must have a Certificate of Completion issued later than December 31, 2010.

Failure to meet all of the experience identified in 2.1.1 above will render the bid non-responsive and no further consideration will be given.

2.1.2 The sample projects must also capture the following Bidder Experience in some combination. All experience points must be captured and adequately demonstrated.

Bidder Experience:

- a) Demonstrate experience on a project with a minimum of 15% of the project value identified as heritage work.
- b) Demonstrate experience in providing constructability advice throughout the project.
- c) Demonstrate experience working in an occupied building.
- d) Demonstrate experience working with high quality of finishes and workmanship.

Failure to meet all of the experience identified in 2.1.2 above in some combination will render the bid non-responsive and no further consideration will be given.

The Bidder must provide a client reference for each project. The client references will be used for fact verification only.

2.1 Experience of the Bidder

Failure to meet all of the following will render the bid non-responsive and no further consideration will be given.

2.1.1:

Bidder Experience	Project			Meets all (Y/N)
	Project 1	Project 2	Project 3	
Must be delivered in the Construction Management or Design Build method				
Must be greater than or equal to \$10,000,000				
Must have a Certificate of Completion issued later than December 31, 2010				

Failure to meet the following experience in some combination will render the bid non-responsive and no further consideration will be given.

2.1.2:

Bidder Experience	Project			Meets all (Y/N)
	Project 1	Project 2	Project 3	
Heritage value				
Constructability advice				
Occupied building				
High quality finishes/workmanship				

2.2 Experience of Personnel of the Bidder

The fixed monthly fee is to be based on the following level of effort :

- Senior Project Manager 50%

•Intermediate Project Manager	100%
•Site Superintendent	70%
•Assistant Site Superintendent	100%
•Project Coordinator	100%
•Cost Estimator	25%
•Scheduler	25%
•QA/QC Specialist/Coordinator	25%
•Interference Specialist Manager	20%
•Interference Specialist Technician	20%
•H&S Security Coordinator	20%
•Admin/Financial Support	50%

Complete table 2.2.1 below and provide resume for each individual (limit 3 pages per resume). Resume must demonstrate the required minimum qualifications in order to be considered compliant.

Failure to meet all of the following minimum requirements (years/qualifications) will render the bid non-responsive and no further consideration will be given.

2.2.1:

Required Resource	Min years of experience	Min Qualifications	Name of the individual	Meets Yes/No
Construction/Senior Project Manager	15	Professional Engineer, Gold Seal Certification (GSC) Project Management or equivalent		
Intermediate Project Manager	5	Professional Engineer, Gold Seal Certification (GSC) Project Management or equivalent		
Site Superintendent	15	Gold Seal Certification(GSC) or equivalent		
Assistant Site Superintendent	5	Gold Seal Certification (GSC) or equivalent		
Project Coordinator	2	N/A		
Cost Estimator	5	N/A		
Scheduler	5	Knowledge of MS Project and Primavera software		
QA/QC Specialist/Coordinator	5	N/A		
Interference Specialist Manager	10	Technician or equivalent		
Interference Specialist Technician	5	N/A		
H&S Security Coordinator	5	Canadian Registered Safety Professional (CRSP), Certified Health & Safety Consultant (CHSC) or GSC Construction Health & Safety Officer (CHSO)		
Admin/Financial Support	5	N/A		

SRE 3 PRICE BID EVALUATION

The price envelopes of all responsive bids will be opened upon completion of the evaluation of technical submissions (refer to SI05- Submission of Bid).

SRE 4 BASIS OF SELECTION

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation; and
 - (b) Meet all of the technical bid evaluation criteria; and
 - (c) the price bid must consist of the Bid and Acceptance Form, duly completed and accompanied by the required bid security.
2. Bids not meeting (a), or (b), or (c) above will be declared non-responsive.
3. A pass/fail method of evaluation is being applied to this submission. The lowest compliant bid will be recommended for award of a contract.

SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY RELATED REQUIREMENTS

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

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance (FSC) at the level of **SECRET** issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to secure work site(s) must, at all times during the performance of the Contract/Standing Offer, **EACH** hold a valid *Personnel Security Screening* at the level of **SECRET** or **RELIABILITY STATUS**, and all others must have a valid **SITE ACCESS** clearance, *as required*, granted or approved by CISD/PWGSC.
3. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD / PSPC, the Contractor personnel **MAY NOT ENTER** sites *without an escort*.
4. Subcontracts, which contain security requirements, are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - a) *Security Requirements Check List* and Security Guide (if applicable), attached at Annex C;
 - b) *Industrial Security Manual* (Latest Edition).

SC02 LIMITATION OF LIABILITY

GC1.6 of R2810D is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
2. The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
 - a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence as referred to in the insurance requirements of the Contract .
 - b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

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

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

SC03 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 fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- 2) Period of Insurance
 - (a) The policies required in the 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) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.
- 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.

SC04 CHANGES TO CONTRACT DOCUMENTS

1) R2810D: Add the following subparagraph 1) (g) under GC1.2

(g) Terms of Reference

a. In GC1.1.2, delete:

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

b. In GC1.1.2 add:

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

2. R2850D:

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

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

b. The following paragraph is added to GC5.5

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

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

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

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

SC05 DETERMINATION OF CONSTRUCTION COST

1. The Construction Cost, as defined in Annex B, item 3, initially will be determined based on the Estimated Construction Cost specified in the ITT. The Estimated Construction Cost will be adjusted periodically throughout the term of the contract to reflect the actual Construction Cost.
2. Any adjustment to the amount of a subcontract shall require Canada's approval in writing. The Contractor shall not be entitled to any additional fees other than the Percentage Fee.
3. Any request for adjusting the amount of a subcontract shall be substantiated with a cost estimate breakdown itemizing all Labour, Material, and Plant costs, and the amount of any allowance for the subcontractor's overhead, administration and profit. The Contractor shall ensure that all prices included in the breakdown are fair and reasonable and in conformance with the following:
 - a. Labour rates shall be established in accordance with applicable trade union agreements. Non-union labour rates shall be established in accordance with the Schedule of Wage Rates, of the Fair Wages and Hours of Labour Act. All labour rates shall require approval by Canada in writing.
 - b. The costs of all Material and Plant must represent the actual amount paid to suppliers and said costs are to include all applicable discounts.
 - c. Allowances for the subcontractor's overhead, administration and profit shall be negotiated by the Contractor for each change, and shall represent a reasonable amount for the nature and complexity of each change. However, in no circumstance shall the subcontractor's allowance exceed 15%.
4. The price of any portion of the Work that is not subcontracted or paid for as a Fixed Fee shall be equal to the actual cost of that portion of the Work plus the applicable Contractor's Percentage Fee.

SC06 DETERMINATION OF PRICE FOR SUBCONTRACT CHANGES

1. Price Determination Prior to Undertaking Changes
 - a. If a Lump Sum Arrangement applies to the Contract or a part thereof, the price of any change shall be the aggregate estimated cost of labour, Plant and Material that is required for the change as agreed upon in writing by the Contractor and Canada plus an allowance for supervision, co-ordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount, which allowance shall be in accordance with SC05 3)(c).
 - b. If a Unit Price Arrangement applies to the Contract or a part thereof, the Contractor and Canada may, by agreement in writing, add items, units of measurement, estimated quantities and prices per unit to the Unit Price Table.
 - c. A price per unit referred to in paragraph (b) of SC06 1), shall be determined on the basis of the aggregate estimated cost of labour, Plant and Material that is required for the additional item as agreed upon by the Contractor and Canada, plus an allowance determined in accordance with SC05 3)(c).

- d. To facilitate approval of the price of the change or the additional price per unit as applicable, the Contractor shall submit a cost estimate breakdown identifying, as a minimum, the estimated cost of labour, Plant, Material, each subcontract amount, and the amount of the allowance.
- e. If no agreement is reached as contemplated in paragraph (a) of SC06 1), the price shall be determined in accordance with SC06 3).

2. Allowable Costs under SC06 1)

a. General

- i. The Contractor shall submit a cost estimate breakdown for each contemplated change, in accordance with SC05 3). The breakdown shall itemize all labour, material, plant and equipment costs estimated by the Contractor and subcontractors, and the amount of each allowance;
- ii. It is the responsibility of the Contractor to ensure that all prices included in the Contractor's breakdown to Canada, including those of subcontractors, are fair and reasonable in view of the terms expressed herein;
- iii. The labour hours required for the contemplated change shall be based on the estimated number of hours to perform the work;
- iv. Time spent by a working foreman may be included in the number of labour hours, at a rate agreed to in writing by the Contractor and Canada;
- v. Time attributable to material handling, productivity factors and approved rest periods is to be included in the number of hours required by the contemplated change and will not be paid as a separate item under hourly rates;
- vi. Allowances referred to in paragraph (e) - Allowance to the Subcontractor below are not to be included in the hourly labour rates;
- vii. Credit for work deleted will only be for the work directly associated with the change;
- viii. When a change deletes work which has not yet been performed, Canada is entitled to an adjustment in the Contract Amount equal to the cost the Contractor would have incurred had the work not been deleted;
- ix. Allowances referred to in paragraph (e) - Allowance to the Subcontractor below shall not be applied to any credit amounts for deleted work;
- x. In those cases where the change involves additions and deletions to the work, the allowances referred to in paragraph (e) - Allowance to the Subcontractor below shall apply only when the cost of the additions minus the cost of the deletions would result in an increase in the Contract Amount. The percentage allowance shall only be applied to that portion of the costs of the additions that is in excess of the cost of the deletions;
- xi. If the contemplated change in the work necessitates a change in the contract completion date, or has an impact on the work, the Contractor shall identify and include the resulting cost in the breakdown.

b. Hourly Labour Rates

-
- i. The hourly labour rates listed in the Contractor's breakdown shall be determined in accordance with the collective agreements that are applicable at the site of the work and shall include:
 - a. the base rate of pay;
 - b. vacation pay;
 - c. benefits which includes:
 - i. welfare contributions;
 - ii. Pension contributions;
 - iii. union dues;
 - iv. training and industry funds contributions; and
 - v. other applicable benefits, if any, that can be substantiated by the Contractor.
 - c. statutory and legislated requirements, assessed and payable under statutory authority, which includes
 - i. Employment Insurance contributions;
 - ii. Canada Pension Plan or Quebec Pension Plan contributions;
 - iii. Worker's Compensation Board or "Commission de la santé et de la sécurité du travail" premiums;
 - iv. Public Liability and Property Damage insurance premiums; and
 - v. health tax premiums.
 - ii. In the case of nonunion labour, all rates claimed shall be in accordance with the terms of the Labour Conditions forming part of this contract and the Contractor must provide satisfactory proof of the rates actually paid.
 - d. Material, Plant and Equipment Costs
 - i. The costs of all purchases and rentals must be based on the actual amount paid to the suppliers by the Contractor or subcontractor and said costs are to include all applicable discounts.
 - e. Allowance to the Subcontractor
 - i. The allowances determined in accordance with SC05 3)(c), shall be considered as full compensation for:
 - a. supervision, coordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount; and
 - b. miscellaneous additional costs related to
 - i. the purchase or rental of material, plant and equipment;
 - ii. the purchase of small tools and supplies;
 - iii. safety and protection measures; and
 - iv. permits, bonds, insurance, engineering, as built drawings, commissioning, and site office.
 3. Price Determination Following Completion of Changes
 - a. If it is not possible to predetermine, or if there is failure to agree upon the price of a change in the Work, the price of the change shall be equal to the aggregate of:

- i. all reasonable and proper amounts actually expended or legally payable by the Contractor in respect of the labour, Plant and Material that fall within one of the classes of expenditure described in paragraph (b) of SC06 3), that are directly attributable to the performance of the Contract;
 - ii. an allowance for profit and all other expenditures or costs, including overhead, general administration costs, financing and interest charges, in an amount that is determined in accordance with SC05 3)(c); and
 - iii. interest on the amounts determined under subparagraphs (a)(i) and (a)(ii) of SC06 3) calculated in accordance with GC5.11, "Interest on Settled Claims";
- b. The cost of labour, Plant and Material referred to in subparagraph a)(i) of SC06 3) shall be limited to the following categories of expenditure:
 - i. payments to Subcontractors and Suppliers;
 - ii. wages, salaries bonuses and, if applicable, travel and lodging expenses of employees of the Contractor located at the site of the Work and that portion of wages, salaries, bonuses and, if applicable, travel and lodging expenses of personnel of the Contractor generally employed at the head office or at a general office of the Contractor provided they are actually and properly engaged on the Work under the Contract;
 - iii. assessments payable under any statutory authority relating to workers' compensation, employment insurance, pension plan or holidays with pay, provincial health or insurance plans, environmental reviews, and Applicable Taxes collection costs;
 - iv. rent that is paid for Plant, or an amount equivalent to the said rent if the Plant is owned by the Contractor, that is necessary for and used in the performance of the Work, if the rent or the equivalent amount is reasonable and use of that Plant has been approved by Canada;
 - v. payments for maintaining and operating Plant necessary for and used in the performance of the Work, and payments for effecting repairs thereto that, in the opinion of Canada, are necessary for the proper performance of the Contract, other than payments for any repairs to the Plant arising out of defects existing before its allocation to the Work;
 - vi. payments for Material that is necessary for and incorporated in the Work, or that is necessary for and consumed in the performance of the Contract;
 - vii. payments for preparation, delivery, handling, erection, installation, inspection, protection and removal of the Plant and Material necessary for and used in the performance of the Contract; and
 - viii. any other payments made by the Contractor with the approval Canada that are necessary for the performance of the Contract in accordance with the Contract Documents.

4. Price Determination - Variations in Tendered Quantities

- a. Except as provided in paragraphs (b), (c), (d) and (e) of SC06 4), if it appears that the final quantity of labour, Plant and Material under a price per unit item shall exceed or be less than the estimated tendered quantity, the Contractor shall perform the Work or supply the Plant and Material required to complete the item and payment shall be made for the actual Work performed or Plant and Material supplied at the price per unit set out in the Contract.
- b. If the final quantity of the price per unit item exceeds the estimated tendered quantity by more than 15 percent, either party to the Contract may make a written request to the other party to negotiate an amended price per unit for that portion of the item which exceeds 115 percent of the estimated tendered quantity, and to facilitate approval of any amended price per unit, the Contractor shall, on request, provide Canada with:

- i. detailed records of the actual cost to the Contractor of performing or supplying the tendered quantity for the price per unit item up to the time the negotiation was requested; and
 - ii. the estimated unit cost of labour, Plant and Material required for the portion of the item that is in excess of 115 percent of the tendered quantity.
- c. If agreement is not reached as contemplated in (b) of SC06 4), the price per unit shall be determined in accordance with SC06 3).
- d. If it appears that the final quantity of labour, Plant and Material under a price per unit item shall be less than 85 percent of the estimated tendered quantity, either party to the Contract may make a written request to the other party to negotiate a change to the price per unit for the item if:
 - i. there is a demonstrable difference between the unit cost to the Contractor of performing or supplying the estimated tendered quantity and the unit cost to the Contractor for performing or supplying the final quantity; and
 - ii. the difference in unit cost is due solely to the decrease in quantity and not to any other cause.
- e. For the purposes of the negotiation referred to in paragraph (d) of SC06 4):
 - i. the onus of establishing, justifying and quantifying a proposed change lies with the party making the request for negotiation; and
 - ii. in no event shall the total price for an item that has been amended as a result of a reduction in quantity pursuant to paragraph (d) of SC06 4) exceed the amount that would have been payable to the Contractor had 85 percent of the tendered quantity actually been performed or supplied.

SC07 OPTIONAL SERVICES AND CONSTRUCTION

1. The Contractor grants to Canada the irrevocable option to acquire the Optional Work in accordance with the terms and conditions set forth in this ITT and corresponding Terms of Reference documents to complete the work required for the rehabilitation of the various projects in Block 3. Exercise of the optional services and construction by Canada is contingent upon receipt of the necessary Government of Canada approvals and at the sole discretion of Canada. The Contractor agrees to carry out this work under the conditions and fees specified in the Contract including all options. The fixed monthly fee submitted at bid closing will be paid monthly throughout the life of the contract, no additional fixed fee will be paid for options exercised.
2. The Optional Work Option may only be exercised by the Contracting Officer and will be evidenced through a contract amendment.
3. The Contracting Officer may exercise the Optional Work Option at any time before the expiry of the Contract by sending a written notice to the Contractor.
4. The Optional Work (Services and Construction) will have a duration of twenty-five (25) months with a contract end date of February 2019.

SC08 INCREASE IN CONTRACT SECURITY

1. The Contractor shall, within 14 days after the date that Canada issues a contract amendment, pursuant to SC08, obtain and deliver to Canada revised Contract Security to include the increase

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

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

SC09 ACCOUNTS AND AUDIT

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

SC10 REPLACEMENT OF SPECIFIC INDIVIDUALS

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with the same level of qualifications and experience as the individual who is being replaced. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Officer of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement;and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Departmental Representative may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with SC10 2). The fact that the Departmental Representative does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

CONTRACT DOCUMENTS (CD)

1. The following are the contract documents:
 - a. Contract Page when signed by Canada;
 - b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
 - c. Drawings and Specifications;
 - d. General Conditions and clauses

GC1 General Provisions	R2810D	(2016-04-04);
GC2 Administration of the Contract	R2820D	(2016-01-28);
GC3 Execution and Control of the Work	R2830D	(2015-02-25);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2850D	(2016-01-28);
GC6 Delays and Changes in the Work	R2860D	(2016-01-28);
GC7 Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8 Dispute Resolution	R2882D	(2016-01-28);
GC9 Contract Security	R2890D	(2014-06-26);
GC10 Insurance	R2900D	(2008-05-12);
Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
 - d. Supplementary Conditions
 - d. 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 Canada 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.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

APPENDIX A BID AND ACCEPTANCE FORM

Construction Management Services
Block 3 Sparks Street, Ottawa, Ontario
Solicitation Number: EP756-170422/A
Project Number: R.074138.250

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Contact Name: _____

Telephone: _____ Fax: _____ PBN: _____

BA03 THE OFFER

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

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

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

(A) SERVICES AND CONSTRUCTION

The **SUBTOTAL BID AMOUNT** represents the **sum of items (a) + (b) below**, all excluding applicable taxes:

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

(a) Construction Services, including Pre-construction Services (Refer to Terms of Reference)

A fixed monthly fee (Item 2A of Annex B) of \$ _____ x 4 months = \$ _____;

(b) Percentage Fee on Construction

A Percentage Fee of (Item 2B of Annex B) of _____ % x \$ 1,500,000.00 = \$ _____;

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

See table below:

Category of Personnel	Price
Senior Project Manager	\$
Intermediate Project Manager	\$
Site Superintendent	\$
Assistant Site Superintendent	\$
Project Coordinator	\$
Cost Estimator	\$
Scheduler	\$
QA/QC Specialist/Coordinator	\$
Interference Specialist Manager	\$
Interference Specialist Technician	\$
H&S Security Coordinator	\$
Admin/Finance Support	\$

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

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

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

BA04 BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of thirty (30) days following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

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

The **Contract Value** will be determined in accordance with amounts bid for items **BA03 1.(A) Services and Construction comprised of (a), (b) + \$1,500,000.**

At the sole discretion of Canada, the option to proceed with Optional Work Services and Construction may be exercised in accordance with SC07, at which time the **Contract Value** would be amended to add additional construction costs.

BA06 CONSTRUCTION TIME

The Contractor shall perform the services and achieve Substantial Completion of the Work by no later than January 2017. Optional Work completion is February 2019. (These dates assume that the full scope of work is implemented and all optional services and construction have been exercised).

BA07 BID SECURITY

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

BA08 SIGNATURE

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

Signature

Date

**APPENDIX C
DEPARTMENTAL REPRESENTATIVE'S AUTHORITY**

TO BE PROVIDED AT CONTRACT AWARD

Contracting Authority is :

Name : _____

Title : _____

Department : _____

Division : _____

Telephone : ____ - ____ - _____

e-mail : _____

Technical Authority is :

Name : _____

Title : _____

Department : _____

Division : _____

Telephone : ____ - ____ - _____

e-mail : _____

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Amd. NO. - N° de la modif.

Buyer ID - Id de l'acheteur

Client Ref. No. - N° de réf. du client
20170422

File No. - N° du dossier
fp003EP756-170422

fp003

CCC No./N° CCC - FMS No/ N° VME

ANNEX A
TERMS OF REFERENCE
(attached)

ANNEX B BASIS OF PAYMENT

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

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

2. Contractor's Fee

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

A. Fixed Monthly Fees

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

The fixed monthly fees will include:

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

B. Percent Construction Fee

The percent construction fee includes:

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

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

C. Site Labour Costs

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

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

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

D. Additional Personnel

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

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

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

3. Construction Costs

A. Determination of Construction Cost will be in accordance with SC05. Construction Costs will be reimbursed in accordance with GC5 - Terms of Payment.

Construction Costs will include:

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

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

4. Allowable Disbursements

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

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

Solicitation No. - N° de l'invitation

EP756-170422/A

Amd. No. - N° de la modif.

File No. - N° du dossier

fp003EP756-170422

Buyer ID - Id de l'acheteur

fp003

CCC No./N° CCC - FMS No/ N° VME

Travel will not be reimbursed in accordance with 2 A. Fixed Monthly Fees, iv.

Solicitation No. - N° de l'invitation

EP756-170422/A

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

fp003

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

20170422

CCC No./N° CCC - FMS No/ N° VME

ANNEX C
SECURITY REQUIREMENT CHECK LIST (SRCL)

ANNEX D
CERTIFICATE OF INSURANCE
 (Not required at solicitation closing)

Description and Location of Work Block 3 Construction Management Services	Contract No. EP756-170422
	Project No. R.074138.250

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

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

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Commercial General Liability Umbrella/Excess Liability				\$	\$	\$
				\$	\$	\$
Builder's Risk / Installation Floater				\$		

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

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

Telephone number

Signature

Date D / M / Y

CERTIFICATE OF INSURANCE Page 2 of 2

General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

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

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.

Builder's Risk / Installation Floater

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.

The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

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

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds"

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2>).

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA
PARLIAMENTARY PRECINCT BRANCH

Block 3
Construction Management (CM) Services

Terms of Reference

21 June 2016

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TERMINOLOGY

The following terms are used in this document.

Arm's Length - A transaction in which the buyers and sellers of a product act independently and have no relationship to each other. The concept of an arm's length transaction is to ensure that both parties in the deal are acting in their own self interest and are not subject to any pressure or duress from the other party.

Asbestos Containing Material (ACM) - Means any material found to contain asbestos that is at or above the limit defined by provincial standards, as determined by the standard Polarized Light Microscopy (PLM) method for the analysis of bulk samples.

Building Components and Connectivity (BCC) - Including Information Technology (IT), Multi-Media (MM), Integrated Security Systems (ISS), furniture, built-in furniture and equipment.

Client/User - The House of Commons (HOC) and PWGSC are the primary facility occupants.

Contracting Authority (CA) – Is the authority delegated by the Minister of PWGSC to enter into contracts, amend the contracts and is responsible for all matters concerning and interpretation of the terms and conditions of the contract.

Construction Manager (CM) – The firm contracting with Canada to provide or furnish all labour, material and equipment and construction management services for the execution of the work under the contract.

Cost Specialist – The third party firm independent of the CM contracted by Public Works and Government Services Canada (PWGSC) and responsible for providing independent cost (planning, estimating and control), advisory and quality assurance services.

Departmental Representative (DR) - The DR is the PWGSC employee responsible for managing the CM's contract.

Designated Substance Report (DSR) – Is required under the Ontario Occupational Health and Safety Act in order to identify designated substances that may be present within the project areas. The DSR will be supplied by the DR.

Environmental Consultant - The firm separately contracted by PWGSC engaged to provide environmental services.

Expenditure Authority (EA) – Document which authorizes work. An approved EA is required before proceeding with any work. Each EA must describe the scope of work, cost and category code (driver); categories will be provided by PWGSC.

Federal Heritage Buildings Review Office (FHBRO) - The primary objective of Parks Canada's FHBRO is to assist federal government departments in the protection of their heritage buildings, in accordance with the Treasury Board Policy on Management of Real Property.

Green Globes - A points-based rating system used to assess the environmental performance of buildings.

Heritage Conservation Directorate (HCD) - PWGSC's Centre of Expertise for Heritage Conservation, that provides expert advice and quality assurance for key architectural, conservation, engineering and landscape architecture professional disciplines. For work on federal heritage buildings, HCD takes a lead design advisory role and assembles a team of professionals from within PWGSC to provide expert advice throughout the project. Members of the professional design advisory team come from National Capital Area Operations (NCA Ops) and National Centre of Expertise for Urban Design and Landscape Architecture and cover specific disciplines such as functional programming, interior fit-up, master planning, mechanical, electrical and geotechnical.

Life Cycle Analysis (LCA) – a scientific method for measuring the environmental footprint of materials, products and services over their entire lifetime

Life Cycle Cost (LCC) –The sum of all relevant costs in present value terms, associated with owning and operating a building or building system over a specified time period [Ref: ASTM E917-05 Standard Practice for Measuring Life-Cycle Costs of Buildings and Building Systems, available at <http://www.astm.org/Standard/standards-and-publications.html>]

National Master Specification (NMS) – A master construction specification available in both official languages, divided up into forty-eight (48) divisions. (<http://www.tpsgc-pwgsc.gc.ca/biens-property/ddn-nms/index-eng.html>).

Occupied Building – Means an asset which is being used for its intended use either by people, machines, equipments, etc to deliver various services/products.

Parliamentary Precinct (PP) – Denotes all buildings on Parliament Hill and the Sparks Street Mall in Ottawa, Ontario.

Parliamentary Protective Services (PPS) – Security force for Parliament Hill.

Parliamentary Precinct Branch (PPB) – PPB is the branch of PWGSC responsible for all buildings on Parliament Hill and the Sparks Street Mall in Ottawa, Ontario. The Branch manages day-to-day activities, as well as long-term maintenance and renovations of approximately 143,000 square metres of space.

Prime Consultant (PC) – The consultant retained by PWGSC to provide detailed design and construction documents for this project.

Project Management Support Services (PMSS) – Project management consultants hired under a separate contract by PWGSC to support all project management activities related to this project.

Project Team - The combined private and government sector team responsible for delivering the project including the PM Team, Consultant, Construction Manager, representatives from PWGSC, Clients and other government organizations.

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

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

Time Specialist - The firm in contract with PWGSC responsible for providing independent scheduling (planning, monitoring and control), advisory and quality assurance services.

Value Engineering (VE) - A creative, organized effort, which analyzes the requirements of a project for the purpose of achieving the essential functions at the lowest total costs (capital, staffing, energy, maintenance) over the life of the project or system. Through a group investigation, using experienced, multi-disciplinary teams, value and economy are improved through the study of alternate design concepts, materials, and methods without compromising the functional and value objectives of the Client.

DESCRIPTION OF PROJECT

1.1 SCOPE OF CONTRACT

Public Works and Government Services Canada (PWGSC) is undertaking a number of projects in Blocks 2 & 3 located between Wellington, Bank, Sparks and Metcalfe streets in downtown Ottawa.

In general, the scope of this contract for Construction Management (CM) includes Project Management (PM) and Construction Services.

The specific services of the CM will be engaged in order to implement and ensure projects are delivered on schedule, within the construction estimate, and to the level of quality required for a building of this stature.

Construction is defined as the work required to deliver specific projects in and around the Blocks 2 & 3. Construction includes work required to improve, reconfigure and/or refurbish spaces and building systems/elements. Work will be undertaken on the exterior and interior of the buildings and must be accomplished without affecting building occupants. Construction will be done project by project, area by area, and will need to be fully coordinated well in advanced with PWGSC and the occupants.

1.2 PROJECT INFORMATION

Location of the projects	Parliamentary Precinct, Block 3, Ottawa, ON, Canada
PWGSC Project Number	Various
Client	PWGSC, Parliamentary Precinct Branch
Departmental Representative	Project Director, Sylvain Lepage
Contracting Authority	Real Property Contracting, Kristin Cook

1.3 PROJECT DESCRIPTION

1.3.1 SCOPE OF WORK

The services of a Construction Manager is required to provide advice and plan, coordinate and implement various projects in and around buildings located in Parliamentary Precinct Block 3 (between, Wellington, Bank, Sparks and O'Connor streets) and one project in Block 2 (between Wellington, O'Connor, Sparks and Metcalfe streets).

The scope of work includes the implementation of various projects. Projects will range from installation of exterior lighting, additional security measures, fit-up of space, replacement/modification of mechanical and electrical systems. Work will be on the interior and exterior of the buildings and will require a variety of trade contractors. Work will take place in high finish and heritage areas which must be protected at all time. Work will also take place in occupied spaces where special measures will have to be taken to minimize impacts on the occupants. High quality work and workmanship will be expected throughout this contract.

Although the majority of the work will be confined to the boundaries of the Block 3 site, some interventions may be required on the adjacent buildings and sites.

The Scope of Work described herein will be reviewed and further developed by the Prime Consultant (PC) as part of the development of each project.

1.3.2 CONSTRAINTS AND CHALLENGES

1.3.2.1 Site

- i. The buildings are situated on a site with no parking and a narrow alley leading to a loading dock with truck limitations size and capacity;
- ii. Pedestrian and vehicular traffic on Wellington, Sparks, Bank, Metcalfe and O'Connor streets cannot be obstructed by the CM, unless duly authorized by the City;
- iii. Restricted access to the buildings, given their location, layout and security requirements;
- iv. The close proximity of the site to Parliament requires that exterior interventions are respectful of this site and in particular, Remembrance Day ceremonies, Canada Day and the various other events occurring on Sparks Street;
- v. The CM must consider frequent work stoppages and must account for 5 days of downed time per year and numerous interruptions for special events; and
- vi. Highly visible projects and location with many stakeholders: Senate, HoC, Library of Parliament, PWGSC, NCC, RCMP, PPS, City of Ottawa, FHBRO and the general public.

1.3.2.2 Sustainable objective

- i. Maximize diversion of material from landfill sites: minimum target is 80%; and
- ii. Maximize reuse of existing material.

1.3.2.3 Implementation

- i. Buildings are occupied and occupant activities must carry-on at all times. The CM is to ensure that day-to-day operations are not affected by execution of work;
- ii. Most of the work will be implemented in occupied buildings. Work must be well coordinated in advance with PWGSC and Clients to minimize impacts on users. Solid start and finish dates will have to be established;
- iii. All interior work (excluding noisy, dusty and/or odour generating activity) is to be performed by the CM between the normal working hours of 7 am and 6 pm on weekdays and non-holidays. Disruptive work (including noisy, dusty and odour generating activity) must be performed during off-hours (6 pm to 7 am) and/or on weekends;
- iv. For exterior work, the building will be occupied as described above and accordingly the CM will be permitted a limited amount of work under the constraint that it is not disruptive to the building occupants;
- v. The CM is to expect a significant program of off-hours work to meet the constraints and mitigate impacts to building occupants, while meeting the various project schedules;
- vi. PWGSC will provide space for the CM team in Block 3 at no cost to the CM team;
- vii. There is no space within Block 3 for on-site trailers, temporary storage nor lay-down areas;
- viii. Heritage elements must be protected during construction by the CM;
- ix. Use of passenger elevators will be limited. Use of the freight elevators will be permitted to the CM for material handling and personnel usage; heavy and bulky material deliveries are to be coordinated during off-hours;
- x. Only one loading dock exits, which serve a very limited number of buildings. Its use must be shared with others during and off working hours. Heavy and bulky material deliveries are to be coordinated by the CM with the DR;
- xi. Only washrooms designated by the DR will be available for use by the CM. No portable facilities are allowed;
- xii. If there are any project required interventions on the heating, cooling, and ventilation operations of building the heating, cooling and ventilation requirements of the building occupants must be maintained by the CM throughout the duration of construction with no disruptions;
- xiii. Construction activities must be well coordinated with DR to ensure building occupants are informed well in advance. No work will be allowed without proper planning and approval; and
- xiv. Vehicular and pedestrian traffic and circulation around the buildings must be maintained by CM. Construction traffic operations must cease during peak traffic times on Monday to Friday from 6:00 am to 9:30 am and from 3:30 pm to 6:00 pm to ensure public safety and less constrictive traffic flow. Construction traffic will be allowed at all other times in accordance with Municipal noise bylaws. No deliveries will be allowed on Sparks Street after 11:00 am during the summer.

1.3.2.4 Heritage Conservation

- i. A number of buildings within Block 3 have a heritage designation “Recognized” or “Classified”. As such, heritage work must be done in accordance with the Standards and Guidelines for the Conservation of Historic Places in Canada, and guided by the Heritage Character Statement with the intention of protecting the identified heritage character-defining elements. Elements of heritage value include but are not limited to the exterior facades, doors, windows, stairs and interior elements;
- ii. All proposed heritage interventions must be submitted to the FHBRO for review at various stages of the projects; and
- iii. The CM is to protect all heritage materials and elements put at risk through construction at all time. The CM will be responsible for any damages.

1.3.3 CONSTRUCTION COST

The sum of the projected work is estimated at \$16,000,000. This amount excludes HST, design, monthly service fees, construction percentage fee, bonding, insurance and permits but includes contingencies.

The initial contract value will include the sum of the monthly fees plus the construction value, construction percentage fee, bonding and insurance for Project 1. The contract will be amended over time to include optional projects, as required.

Work will be assigned to the CM on a project by project basis:

- Project 1 (base contract): Various architectural, mechanical, electrical, envelop changes and modifications to existing buildings at an estimated cost of \$1.5M

Optional Work:

- Project 2: Procure and install exterior lighting at an estimated cost of \$1.5M
- Project 3: Implement various repairs at the 100 Wellington building, located in Block 2, at an estimated cost of \$1M
- Project 4: Implement interior and exterior security measures at an estimated cost of \$4.5M
- Project 5: Implement various architectural, mechanical, electrical work, including emergency power generation at an estimated cost of \$3.0M
- Project 6: Fit-up space at an estimated cost of \$3.5M
- Project 7: Implement various exterior work at an estimated cost of \$1.0M

Any mention of projects or per project herein refers to a situation when one or more options have been exercised. This should not be interpreted by the bidder/contractor as a guarantee that options will be exercised. Optional work is not guaranteed and will be exercised at PWGSC’s discretion. Also, any services herein to be rendered “per project” will still be required in the event that only one project is undertaken.

1.3.4 MANPOWER

The following is the manpower requirement to manage the projects mentioned above within the period defined below:

- Construction/Senior Project Manager 50%
- Intermediate Project Manager 100%
- Site Superintendent 70%
- Assistant Site Superintendent 100%
- Project Coordinator 100%
- Cost Estimator 25%
- Scheduler 25%
- QA/QC Specialist/Coordinator 25%
- Interference Specialist Manager 20%
- Interference Specialist Technician 20%
- H&S Security Coordinator 20%
- Admin/Financial Support 50%

Depending on the number of projects to be delivered at the same time, the level of efforts will fluctuate and may require adjustments.

1.3.5 SCHEDULE

The schedule below highlights the start and completion for the work. Design and construction work will be done in sequence and overlapped in order to meet various project schedules.

Key milestones are as follows:

Stage	Completion Date
Contract award	Aug 2016
Project 1 mobilization	Sep 2016
Project 1 completed	Jan 2017
Optional work completed	June 2019

1.3.6 IMPLEMENTATION STRATEGY

Projects will be implemented concurrently, once approved.

CM input will be required during the projects development phase to sequence projects to maximize efficiency and minimize disruption.

CM advice will be sought to determine the number of work packages under each project.

CM will be required to review project drawings and specifications to ensure completeness, readiness and coordination and availability of material and specialized trades to make sure that the schedule and budget are respected.

The CM will need to execute construction with well planned, well coordinated, progressive release of work packages to allow for precise construction sequencing to

minimize disturbance to building occupants and manage a wide range of trades working in heritage, secure, limited, constraint environment.

2. ROLES AND RESPONSIBILITIES

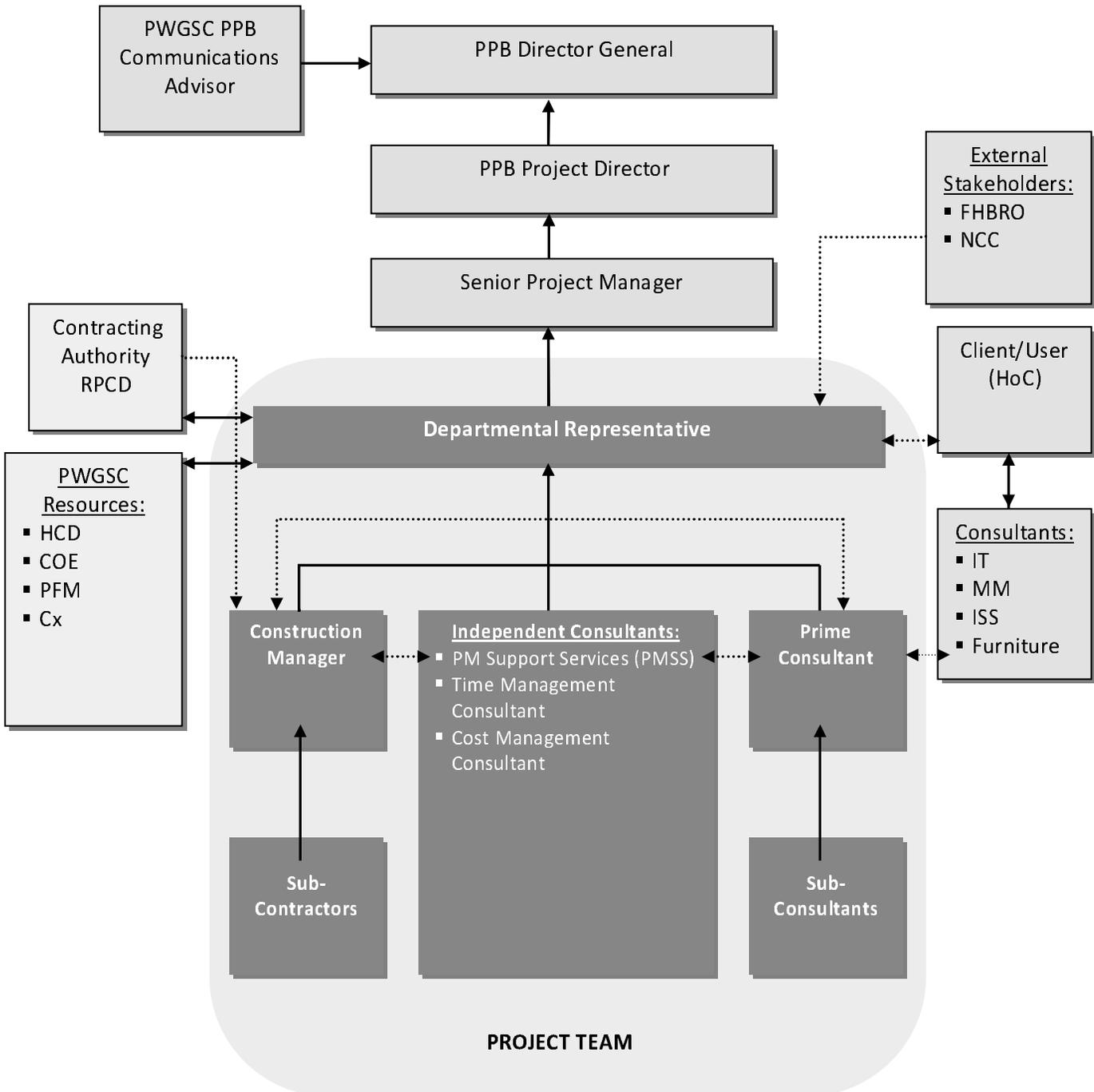
2.1 PWGSC

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

The Project Team (see chart at 2.1.1) refers to the key representatives involved in coordinating and delivering the projects. The DR leads the Project Team, with membership representing those responsible for project implementation.

The following chart identifies the organizational relationships. Solid lines indicate functional reporting relationships. Dotted lines indicate project communication relationships. Note that not all Authorities Having Jurisdiction are indicated. Note that the chart below is included for illustrative purposes only and does not supersede information provided in Section 2.

2.1.1 ORGANIZATIONAL CHART



2.1.2 PWGSC PROJECT TEAM AND CLIENT ROLES

2.1.2.1 Departmental Representative

The DR is responsible for managing the CM's contract. The DR will assign Project Managers to oversee projects. The PC reports to the DR.

The DR:

- Manages the contract and the various projects;
- Is directly engaged with the implementation and progress of the projects;
- Liaises with the Clients and PWGSC, obtains their requirements, and conveys these requirements to the PC and to the CM, as required. To note that the CM shall not have any direct communications with the Client;
- Is the Technical Authority for the contract. Is the official conduit for the exchange of information between the CM, PWGSC, Clients and the PC; and
- Coordinates the approval of all Technical Documents

2.1.2.2 PWGSC Contracting Authority

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

2.1.2.3 PWGSC Technical Resources

The Professional & Technical Services Directorate (P&TS), as well as the Heritage Conservation Directorate (HCD) and Quality Assurance Team, are members of the PWGSC Technical Resources Team. The PWGSC Technical Resources Team provides expert advice and quality assurance for key architectural, conservation, engineering, and interior design professional disciplines including design reviews to ensure technical requirements are suitably defined and incorporated through all phases of planning, design, and implementation. The PWGSC Technical Resources Team will review the documents from the standpoint of assuring that the projects requirements are met. Compliance with the current edition of the National Building Code of Canada and other regulations will remain fully the responsibility of the PC. The PWGSC Technical Resources Team will participate regularly in design phases and will review Construction Documents. During construction, the technical resources team members may attend Construction Management meetings and field review on an ad hoc basis to advise the DR.

2.1.2.4 PWGSC Commissioning Manager

The PWGSC Commissioning Manager represents the Client, DR, and Property Manager's interests and maintains overall responsibility for representing PWGSC in the commissioning process. The PWGSC Commissioning Manager is responsible for overseeing all commissioning activities during the development, design, implementation, and post construction stages of the projects, assuring that all program issues are addressed. Responsibilities include the review and input into the approval of

commissioning schedule, approval of commissioning reports, and certification of final completion and input to the evaluation report. The PWGSC Commissioning Manager will review O&M reports, commissioning specifications, training, and performance verification procedures at all stages of the projects and will ensure all O&M aspects are addressed.

Throughout the contract, the CM will work closely with the PWGSC Commissioning Manager. Reporting to the DR, the Commissioning Manager will review and approve all documentation at all stages of the projects delivery and will monitor all commissioning activities, including the accuracy of reported results and manuals produced by the PC and CM. The CM's and CM commissioning agent's responsibilities are defined in section 4.5.16

2.1.2.5 Project Management Consultants Engaged by PWGSC

PWGSC has engaged the services of third party Project Management Support Services (PMSS) in the following areas of expertise:

- Project Management Support
- Project Scheduling
- Project Cost Control

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

2.1.2.6 PWGSC Senior Communications advisor

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

2.1.2.7 PWGSC Property and Facilities Manager

The PWGSC Property and Facilities Manager (PFM) is responsible for building operations and management. The Property Manager is present on the Project Team to ensure facility management requirements are identified and incorporated into the projects. The PFM will play a very active project role during projects commissioning and turn over.

2.2 PRINCIPLE CLIENT

The House of Commons (HoC), as the principle Client, is responsible to:

- Define the requirements;
- Review design development and construction documents;
- Review and accept selected elements and systems;
- Assign an on-site manager / representative / project officer;
- Inspect work to ensure it meets the requirement and expected quality;
- Coordinate and approve access to building; and
- Grant permission to access rooms.

Other Clients are commercial tenants, PWGSC and the Press.

2.3 OTHER GOVERNMENT DEPARTMENTS

There may be numerous representatives of Other Government Departments (OGD's) involved such as the Federal Heritage Buildings Review Office (FHBRO), City of Ottawa, and National Capital Commission (NCC), among others. OGD Representatives and PWGSC may require separate meetings with the CM to review specific issues. OGD's Representatives will:

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

2.4 PRIME CONSULTANT

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

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

- Completing the design for the work and for coordinating and directing the work of sub consultants and specialists.
- Preparing and assembling the construction documents for tendering by the CM.
- Preparing Cost Estimates during Schematic Design and Design Development stages (CM is responsible for Cost Estimates from Construction Documents Stage to project completion).
- Providing input into the Risk Plan.
- Providing construction administration services during construction.
- Providing construction administration services related to the preparation and estimation of changes, verification of progress billings and recommendation to the DR of acceptance of the work.
- Cooperating with the CM, the Clients and PWGSC. Participate in actions to ensure that the projects remain on track should budget overruns or delays occur.
- Providing general field review services for quality control and responding to Site conditions/issues.
- Providing full-time Resident Site Services during construction.
- Defining commissioning procedures and confirming that performance requirements have been met; verifying operating manuals, and ensure that record drawings are provided and are accurate; participate and provide updates in coordination meetings organized by the CM. Refer to Section 4.5.19 for CM commissioning responsibilities.

2.5 PROVINCIAL, MUNICIPAL AND OTHER AUTHORITIES HAVING JURISDICTION

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

- In areas of conflict between authorities, the Federal authority prevails.
- In areas of conflict between codes, standards and regulations, where possible the most rigid requirements shall be adhered to.
- The CM shall identify other jurisdictions appropriate to the work.

2.6 PROVINCIAL ACTS, REGULATIONS, STANDARDS & INSPECTIONS

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

- Adhere to all applicable provincial Construction Health and Safety Acts and regulations in addition to the related Canada Occupational Safety and Health Regulations
- Adhere to the requirements of the Province of Ontario for:
 - Employment Standards
 - Construction Safety
 - Designated Substance Management
 - Workers Compensation
- Adhere to the requirements of the governing authority for:
 - Building Discharges into the air, water and ground
 - Disposal of Designated Substances including Asbestos
- Adhere to Municipal By-laws, Regulations, Standards and Inspections
- Obtain and pay for all required permits and approvals necessary for the work.
- Provide fire safety equipment and access for fire-fighting services, as required by the city.
- If required, apply for an Occupancy Permit and co-ordinate the resolution of all outstanding issues related to obtaining the permit.
- Provide Municipal authorities with access to the site as required and arrange for inspections of the construction work by the City or governing utility officials.
- Adhere to all applicable policies, procedures and standards.
- Adhere to any other required authorities as directed by DR in spirit of voluntary compliance.

2.7 CONSTRUCTION MANAGER

The CM leads the construction team, which comprises of its own workforce and all construction sub-trades retained by the CM. Note that the PC will be responsible for preparing tender-ready construction documents (drawings and specifications), while the CM will be responsible for assembling and issuing targeted tender packages based on these construction documents.

Tendering and awarding the work to trades is the responsibility of the CM, and must follow the limitations/restrictions described in section 4. Note that competition is the norm and must be observed for all aspects of the work.

The CM acts as Constructor in charge of each construction site. Specific construction sites health & safety plans will be established and enforced by the CM. All individuals working on site, including Project Team members, must respect these health & safety rules and will be required to follow a site orientation before being permitted access to site.

The CM formally reports to the DR for all matters. The CM will also form part of an integrated design team and will participate in design meetings, provide constructability advice, and provide recommendations for construction phasing and tender package sequencing.

The CM shall be contracted directly with PWGSC to provide the services and work described in this Terms of Reference (ToR). The CM will coordinate and cooperate with all members of the Project Team.

The CM is responsible to:

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

3. PROJECT ADMINISTRATION

3.1 SUBMISSIONS TO PWGSC

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

3.2 ELECTRONIC COMMUNICATIONS

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

Acceptable software is:

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

3.3 LINES OF COMMUNICATION

Distribute all correspondence related to this contract as directed by the DR. Do not correspond directly with the Clients or others unless directed by the DR. Develop a communication protocol to be approved by the DR.

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

3.4 MEDIA RELATIONS

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

4.0 CONSTRUCTION MANAGEMENT REQUIRED SERVICES

4.1 GENERAL REQUIREMENTS

The CM as an expert in matters of construction will provide PM and Construction advice and services to PWGSC and the PC:

- Provide comprehensive and continuous construction planning, analysis, management and implementation services. The CM's services include any warranty related call-backs and repairs required after the issuance of the Certificate(s) of Completion;
- Perform the duties of a Constructor: administering, coordinating and controlling sub-contractor, conservator and supplier contracts, including other suppliers Canada may require to perform services or work on the construction sites; and
- Act as a member of project management team.

4.2 PROJECT RESPONSE TIME

It is a requirement of this contract that the key personnel of the CM are personally available to attend meetings or respond to inquiries promptly. During the entire duration of this contract, the CM's Key Personnel shall be:

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

4.3 SUMMARY OF SERVICES

PWGSC will contract with the CM is to deliver the following services, including but not limited to those listed in the table below. Both Project Management and Construction Services are required for the duration of the work.

Project Management	Construction
Advisory and support services	Mechanical & electrical interference coordination
Cost Services	Fire, Health and Safety
Scope Services	Tender and award
Time Services	Work planning and coordination
Risk Management	Change management
Quality Control & Quality Assurance	Construction Monitoring

Reporting	Quality Control & Quality Assurance
Document Management	O&M Manuals, as-built drawings, warranties
Project Administration	Waste Management
Design and Drawings & Specifications review	Commissioning
Construction Planning	Cleaning
	Security and Clearance
	Records

4.4 PROJECT MANAGEMENT SERVICES

Project management services as described in this section are required from the CM.

4.4.1 CONSTRUCTION ADVICE

Act as an advisor to the Project Team.

The CM shall:

- 1) Acquaint PWGSC and other members of the design team with the labour conditions and supply issues applicable;
- 2) Assist in providing liaison and coordination among government authorities, utilities and other authorities having jurisdiction;
- 3) Provide advice on separation of work packages and sequencing of design work to effectively meet schedule and cost objectives; and
- 4) Provide design input and constructability reviews, as well as input to Value Engineering and Life Cycle Costing work lead by the PC.

4.4.2 COST SERVICES

Cost management and control is a major requirement for this contract. Planning and controlling cost is a continuous interactive and iterative process involving planning, action, measurement, evaluations and revision.

CM shall provide a Cost Estimator who is fully conversant with all aspects of construction cost estimating as well as the use of Cost Analysis, Risk Analysis, Life Cycle Costing and Value Engineering/Management techniques; and be comfortable in reconciling estimates presented in differing formats. The CM's Cost Estimator must be completely conversant with local construction economy and market conditions.

The PC's Cost Estimator is responsible for costing and cost control services during the Schematic Design and Design Development stages. The CM shall provide costing and cost control services from the onset of the Construction Documents stage through to the completion of the projects as detailed below.

- 1) Complete and update estimates for each construction document package.

- Reconcile estimates with the final estimate prepared at Design Development by the PC, and report in writing any significant variances;
- 2) Submit a Class A estimate for each tender package issue and consolidate within overall construction estimate;
 - 3) Submit monthly cost reports;
 - 4) Establish a cost control regime;
 - 5) Estimate and include all proposed changes in project cost forecasts to ensure the project cost estimates are accurate and reflect all costs;
 - 6) Manage, control and track budget and costs per project, per fiscal year (Apr to March);
 - 7) Co-operate and coordinate all budget and estimating information with PWGSC's Cost Specialist retained by DR as an independent, third party Professional Quantity Surveyor, and respond to questions by the Cost Specialist;
 - 8) Review all information provided and visit the work as required throughout the course of projects in order to become knowledgeable and familiar with the Site conditions, Site access, on-Site progress, etc. Analyze local labour and material supply conditions, local bidding practices and competition, in order to establish pricing levels. A written monthly report detailing this reconnaissance activity is required;
 - 9) Provide cost estimates for elements or areas as requested by the DR; and
 - 10) Inform the DR and PC in writing immediately of any project specific issues arising. Recommend actions to ensure the projects remain within the estimated construction cost.

In addition to the cost estimating and cost control services related to the estimates described above, the CM will also be responsible for providing cost control services for changes made during construction. This includes negotiating with the CM's subcontractors for change requests and managing cost changes to maintain the budget and schedule.

4.4.2.1 Costing Services Deliverables

The CM shall:

- 1) Complete and update estimates for each construction document package. Reconcile estimates with the final estimate prepared at Design Development by the PC, and report in writing any significant variances;
- 2) Complete Class A estimates for each project/tender package;
- 3) Prepare a draft cost report and submit to the DR for review and acceptance within 6 weeks of contract award to establish the content and format of the monthly reports going forward. Revise as required incorporating comments of the DR. The draft report will include the initial breakdown of the construction budget identifying a budget for each work package with a breakdown by Division, the Construction Management fees and a single separate line for the construction contingency. A second draft report broken down by Division will also be provided for review and acceptance of PWGSC;

- 4) Each monthly report shall be based on the previous report and will provide the DR with up to date information on all aspects of project estimates and the CM's fees, including explanations on variances.
- 5) Develop and maintain an Expenditure Authority (EA) log per project to present initial estimate, budget, current estimate, award price and amount spent. Include in this report costs for all proposed changes and Supplemental Instructions (SI).
- 6) The monthly costing report from the CM shall be submitted 10 days after the end of the month and shall contain as a minimum, per project:
 - a) Narrative including inclusions and exclusions;
 - b) Elemental or other format Estimate Summary;
 - c) Basis for escalation, inflation and contingency calculations;
 - d) Cost breakdown and cash-flow (April to March);
 - e) Project forecasts, including contemplated change;
 - f) Description of information obtained and used in the estimate;
 - g) Listing of issues and risk the project is facing;
 - h) Reconciliation against last submission;
 - i) An exception section including sufficient description and cost detail to clearly identify:
 - i) Scope Change: Identifying the nature, reason and total cost impact of all identified and potential scope changes affecting the estimated construction cost for each project;
 - ii) Cost overruns and under runs: Identifying the nature, the reason and the total cost impact of all identified and potential cost variations;
 - iii) Options enabling a return to the estimated construction cost. Identifying the nature and potential cost effects of all identified options proposed to return the projects within estimated construction cost; and
 - iv) Contingency management report.
 - j) List of EA;
 - k) List of contract amendments; and
 - l) Any other relevant information.

4.4.3 SCOPE SERVICES

Project scope management and control is an additional major requirement for this work. Planning and controlling scope is a continuous interactive and iterative process involving planning, action, measurement, evaluations and revision.

The CM is responsible to review contract documents (drawings and specifications) to ensure completeness, M&E coordination and constructability to minimize changes during construction.

The CM is responsible to manage, track and control scope and minimize changes during construction. The CM is also responsible to manage, track, control, and report on changes per project.

Immediately notify the DR and PC in writing of any potential increases or decreases in the scope of work and provide Rough Order Magnitude (ROM) estimate for every change and include them in each respective project budget/estimate.

Plan ahead to foresee changes, minimize their impact, and make recommendations on best approach to resolve scope changes. With approval of the DR, retain the services of a Third Party to review CD to ensure their completeness, minimize changes during construction and respect project completion dates.

4.4.4 TIME SERVICES

Project time management is one more important aspect of this contract. Planning and scheduling is a continuous interactive and iterative process involving planning, action, measurement, evaluations and revision.

The CM shall employ an experienced Scheduler fully conversant with all aspects of project planning, scheduling and construction sequencing. The scheduling resource must use the latest version of Microsoft Project software. The scheduling resource in collaboration with the CM's Project Manager and Superintendent will play a major role in the development and monitoring of the construction schedules. The CM shall provide scheduling services from award of the contract, through construction and commissioning. PWGSC will retain an independent, third party planning and scheduling consultant (referred herein as the Time Specialist) to review and assess all Schedules and to develop a Client Master Schedule trending analysis. Co-operate and coordinate all planning and scheduling information with the Time Specialist and respond to questions. Update the project schedules as required reflecting the Time Specialist comments.

The CM shall:

- 1) Prepare, monitor, update and maintain individual project schedules for the duration of the contract;
- 2) Following consultation with the Project Team, incorporate the sequence and timing of the required basic program decisions, including design time, documentation, bid calls, bid evaluations, subcontract awards and on-Site construction activities and commissioning into the schedules. The CM shall also revise, monitor, update and submit project schedules by end of each month for review;
- 3) Finalize project schedules for the approval of the DR and estimate the manpower requirements for each project / work package. Break down the schedules into individual activities. Indicate the sequence, timing, duration, dependence and criticality of each activity and the milestone completion dates; and
- 4) Identify items or processes where long lead times are required and that could jeopardize the work. Pre-purchase items (material, machinery, equipment, supplies) and implement procurement methodologies to ensure timely delivery to meet the Schedule and cash flow requirements. Assess the risk for late deliveries.

4.4.4.1 Time Services Deliverables

The CM shall:

- 1) Prepare, revise, monitor and update on a regular basis a detailed schedule and submit to DR within 10 days of the end of the month;
- 2) Organize monthly schedule review meetings;
- 3) Respond to comments from the DR or the Time Specialist and update the schedule accordingly; and
- 4) Upon review and acceptance of the schedules, monitor changes to the schedule bi-weekly or more often when required, and submit written monthly reports to the DR on deviations from the baseline schedule including analysis of the root causes with a mitigation strategy to maintain projects on schedule.

4.4.5 RISK MANAGEMENT SERVICES

The CM shall provide support to the DR in identifying risks throughout and for all projects, providing input and assessment of the project risk plans. Provide the DR written comment on the project risk plans for each and at each stage of the projects.

The CM shall:

- 1) Prepare and maintain a construction-specific risk registry for each project;
- 2) Review, comment and advise on PWGSC's risk management plan using the CM risk registry;
- 3) Participate in risk management sessions organized by the DR on an anticipated twice annual basis. All CM Project Managers and site superintendent(s) shall participate in each of the risk sessions. Allow a half day for each risk session;
- 4) Advise on project risks specific to each project and recommend mitigation options to the DR;
- 5) Identify and implement methodologies aimed at mitigating and minimizing the impact of construction activities on ongoing Client and PWGSC operations; and
- 6) Identify risks that are no longer relevant.

4.4.5.1 Risk Management Services Deliverables

The CM shall provide a narrative update of project risks in each monthly report.

4.4.6 QUALITY CONTROL & QUALITY ASSURANCE

The primary responsibility for construction quality remains with the CM. The work must meet the design and operational intent and criteria. The CM's continuous adherence to quality management throughout all aspects of construction is of the utmost importance. The significance of this issue cannot be overstated. Moreover, quality objectives appropriate for a world class parliamentary building respecting and reflecting the dignity and integrity of the Parliament of Canada must be met.

The CM shall:

- 1) Develop a quality management system to ensure that the specified quality standards for the work are achieved;
 - 2) Apply rigorous quality assurance reviews during the design focusing on constructability, and rigorous quality assurance reviews during construction phases, including participation in reviews of the systems, components, construction tools and techniques of the proposed design;
 - 3) Be responsible for ensuring that the CM's Subcontractors adhere to:
 - a) Best industry practices and standards following the requirements of the Construction Documents;
 - b) Professional conduct in all phases of the projects, employing best practices for budget, schedule, quality, and scope management; and
 - c) Respecting the building's high heritage value and protecting all heritage zones and character-defining elements during all construction phases.
 - 4) Work cooperatively to:
 - a) Adopt good project delivery processes such as Risk Management and advising on methods to obtain best value; and
 - b) Ensure that all Health, Security and Sustainable Development issues are properly adhered to.
 - 5) Actively document non-compliance. Monitor and follow-up on the work. Do not rely solely upon the PC 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;
 - 6) Establish, monitor, update and report on a quality management database specific to this contract. Inputs to the database will come from PWGSC, the PC team, the CM's team daily site observations, etc. Output from the database will go to Subcontractors and suppliers, as required, the PC and the DR. All quality issues are to be addressed promptly, to ensure the pace of construction is maintained without the need for rework of the work;
 - 7) Develop a quality incident protocol for incidents arising from any inspection that indicates a project deficiency; and
 - 8) The CM shall provide a quality control officer who is responsible for:
 - a) 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;
 - iii) Corrective actions reports and sign offs; and
 - iv) Facilitating quality inspections by the DR, and the PC.
 - d) Reporting to the CM's Project Manager on the quality process for the contract.
-

4.4.6.2 Quality Control and Quality Assurance Deliverables

The CM shall prepare and submit to the DR (within five (5) weeks of award of contract) a quality control and quality assurance plan including, but not limited to:

- 1) Description of the processes and techniques that should be used and when they should apply;
- 2) Identification and definition of key activities and deliverables;
- 3) Description of internal controls;
- 4) Methodologies and procedures to be utilized to deliver a high quality facility;
- 5) Frequency of QC/QA checks; and
- 6) Deliverable verification plan.

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

4.4.7 REPORTING AND DOCUMENT MANAGEMENT

4.4.7.1 Monthly Report

The CM shall prepare and submit, at the start of the contract, a sample of the Construction Management Monthly Report structure for review and approval by the DR. The structure of the report shall be used for all subsequent project stages.

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

The Construction Management Monthly Report will include:

- 1) General overview of the contract with total amount approved, committed and spent per FY
- 2) Project status;
- 3) Project Cost Section:
 - a) Overall estimate and explanation on fluctuation; and
 - b) Amount approved, budgeted, committed and spent per FY per EAs and trade/division in a form that compares the original budgets with the actual and expected costs, including contingencies.
- 4) Scope Section;
- 5) Time Section;
- 6) Risk Section;
- 7) QA/QC Section;
- 8) Statistics Section;

- 9) Health and Safety Section; and
- 10) Copy of the daily logbook and daily photographs, certified as true copies, as a separate report or volume. For each day worked, provide individual daily log that will include all activities on the site. Document and verify quantities of materials received and record work progress through daily photographs and narrative reports. Record the following:
 - a) Weather conditions, particularly unusual weather relative to work in progress;
 - b) Materials and equipment deliveries;
 - c) Daily activities and major work done through all shifts of work;
 - d) Start, stop or completion of activities through all shifts of work;
 - e) Presence of inspection and testing firms, tests taken, results, etc.,
 - f) Unusual site conditions experienced;
 - g) Imposed stop work;
 - h) Significant developments, remarks, email or other correspondence, etc;
 - i) Reports, instructions from appropriate authorities response actions;
 - j) Strength on-site by each subcontractor and the contractor;
 - k) Safety inspections and reports; and
 - l) If work is based on unit prices, measure and record the quantities for verification of monthly progress claims and the Final Certificate of Measurement.

4.4.7.2 Decision Log

The CM shall maintain a separate decision log indexed for preconstruction and construction, for the entire duration of the contract, recording participants, date and place of all decisions affecting scope, schedule, cost and quality. These records are to be made available to the DR at all times.

4.4.7.3 Site Documents

The CM shall maintain at the project sites, on a daily basis, records of all necessary contracts, samples, purchases, materials, equipment, maintenance and operating manuals and instructions, and other work related documents, including revisions thereof. These site documents are to be made available to the DR at all times.

4.4.8 PROJECT ADMINISTRATION

4.4.8.1 Acceptance of Deliverables

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

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

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

As described before, work must be tracked, controlled, scheduled, managed and costs broken down by project.

4.4.8.2 Project Procedures Manual

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

The manual will include the process and methods to:

- 1) Maintain project records;
- 2) Implement a quality assurance program;
- 3) Prepare, update, monitor and maintain the master schedule;
- 4) Update, monitor and maintain the Cost Plan, expenditures, EAs and cash flow, including changes in construction contingency;
- 5) Manage communications between Project Delivery Team participants based upon the documented roles, responsibilities and authority of team members, and maintain a listing of meetings, frequency, type, etc.;
- 6) Manage correspondence, reports and performance records;
- 7) Distribute correspondence electronically and by facsimile;
- 8) Process Shop Drawings;
- 9) Document the process for reviews and approvals of Tender Package Contracts and EAs;
- 10) Include a project issue and decision log (refer to 4.12) during the entire project duration, recording participants, date and place of all decisions affecting schedule, budget, scope, or quality; and

- 11) Update the Heritage Materials Database prepared by the PWGSC, and implement the Heritage Materials Management Protocols (prepared by the PC) when moving, storing, or protecting identified heritage elements.

4.4.8.3 Billing

The CM shall submit monthly invoices per project for work performed during previous month.

4.4.9 DESIGN MEETINGS

Meetings with PWGSC, the CM, the PC and Client will be held in downtown Ottawa. The DR will arrange meetings every two weeks throughout the design.

All aspects of the design, design coordination, cost, schedule, quality, constructability, scope separation for projects, work packages, scope changes, etc. are to be discussed.

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

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

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

4.4.10 REVIEW OF DESIGN AND CONSTRUCTION DOCUMENTS

The CM shall:

- 1) Review and provide comment on all design and construction document submissions released to the CM. The review shall focus on completeness, constructability, coordination between all design disciplines, schedule impacts and costing. Documents are to be reviewed at various at times during the design phases;
- 2) Take all reasonable measures to identify errors and omissions and to promptly advise the DR of the same;
- 3) Provide advice to the PC and the DR, including the provision of expertise for constructability, bid-ability, scheduling, cost control and coordination, as well as construction phasing, site security and site safety. Recommend alternative solutions whenever design details adversely affect construction feasibility or schedules;
- 4) Provide suggestions and/or alternatives for cost reductions or acceleration of the project schedules. Provide input to PC in regards to Value Engineering and Life Cycle Costing for options being considered, including review of the Value

- Engineering and Life Cycle Costing Report prepared by the PC;
- 5) Refer all questions for the interpretation of the documents prepared by the PC to the PC. In the event of continuing interpretation difficulties, refer the issue with all required background material to the DR for resolution; the DR's interpretation shall be deemed final and conclusive;
 - 6) Participate in Value Engineering workshops facilitated by the PC during design and provide advice and recommendations for the systems being proposed as to their ease of installation, cost, availability, suitability, robustness, constructability, etc. and make suggestions for potential alternatives; and
 - 7) Make recommendations to the PC and DR regarding the phased issuance of drawings and specifications to facilitate phased construction of the work taking into consideration such factors as available funding, time of performance, economies and provision of temporary facilities.

4.4.10.1 Review of design and Construction Documents Deliverable

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

4.4.11 CONSTRUCTION IMPLEMENTATION PLAN

The CM shall prepare, submit, maintain/update and implement a construction implementation plan governing the CM's activities, as well as the effective management of the CM's resources. The CM's plans will clearly detail how the CM's services will be managed, monitored, reported and controlled during the implementation of the work.

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

The CM shall also work closely with the PWGSC and PC to discuss and propose sequence of work and work package structure.

Once the plan is approved by the DR, the CM and the Consultant will be required to work together to incorporate those requirements into the construction documents mainly in Division 1 of the construction specification. The Consultant will be responsible to develop Division 1 common to all trades. The CM shall be responsible to review the common Division 1 to ensure all the requirements and constraints outlined in the construction implementation plan have been captured. The CM shall be responsible to develop the Division 1 construction specification (i.e Front-End Document for Bidders)

specific to each tender package that may include other requirements from the CM's perspective.

4.4.11.1 Deliverables

Submit a construction implementation plan, within 4 weeks of contract award, so that the Division 1 specification is developed prior to tendering any tender packages. This implementation plan shall be updated as required to coincide with other tender packages. The Consultant will update Division 1 if required as the projects progress.

The CM must discuss and update plan, on a monthly basis, and take the necessary actions as may be required to address any concerns as directed by the DR.

4.5 CONSTRUCTION SERVICES

The following services are rendered in support of construction (the work).

4.5.1 GENERAL

The Project Management Services in Section 4.4 are to be provided concurrently with the Construction Services described herein.

4.5.2 GENERAL REQUIREMENTS

The CM is to provide for the management of all services normally included in Division 1 of the National Master Specification (<http://www.tpsgc-pwgsc.gc.ca/biens-property/ddn-nms/index-eng.html> or http://www.nrc-cnrc.gc.ca/eng/solutions/advisory/nms_index.html)

This work is to be defined as all those items that are necessary for the smooth and safe operation and co-ordination of the site.

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

4.5.3 CONSTRUCTION MEETINGS

The CM will chair construction meetings every week. The meeting participants to include Construction Management staff, DR, Client Representative and Consultants. Key trade contractors and PWGSC Technical Resources may be invited on an as-needed basis to meetings.

The CM shall:

- 1) Arrange and coordinate all weekly construction meetings on site throughout the duration of the contract;
- 2) Prepare and distribute minutes within two (2) working days after the meeting and maintain a list of action items and status;
- 3) Endeavour to hold all meetings as Green Meetings;
- 4) Establish a list of standing agenda items, including (as a minimum):
 - a) Scope of work;
 - b) Schedule and progress;
 - c) Cost and changes;
 - d) Risk and issues;
 - e) Site safety and quality;
 - f) Commissioning (separate meetings); and
 - g) Lessons Learned.
- 5) Hold separate sub trade construction and commissioning meetings with Subcontractors, PWGSC and the PC. Prepare and distribute meeting minutes within two (2) working days, with copies to the DR and the PC.

4.5.4 MECHANICAL & ELECTRICAL INTERFERENCE COORDINATION

The CM will take the lead and manage the interference drawings process. The CM will be responsible to engage a dedicated Interference Drawing Specialist resource to produce 3D drawings covering all disciplines with input from all stakeholders. The CM is to ensure that mechanical and electrical trades carry their own dedicated interference specialist. The PC will provide drawings in Autocad format to the CM to facilitate the preparation of interference drawings.

Participation and level of effort by the trades is to be included in the respective tender packages.

The CM shall:

- 1) Arrange and coordinate all the interference drawings meetings on site throughout the duration of the contract; and
- 2) Manage and be responsible for the Interference Drawings Specialist performance and all required deliverables.

4.5.5 HEALTH AND SAFETY

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

- 1) Further, the CM shall comply with and enforce the requirements of:
 - a) The National Building Code of Canada 2010 (NBC), Part 8 Safety Measures at Construction and Demolition Sites and Provincial Regulations for Construction Projects; and

- b) The Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials, as well as, labelling and the provision of Material Safety Data Sheets (MSDS) acceptable to Human Resources and Skills Development Canada Labour Program:
 - i) Ensure that all designated hazardous materials are properly treated, handled and stored;
 - ii) Ensure that workers' exposure to fumes is within acceptable health and safety limits;
 - iii) Ensure that temporary ventilation or protection, as required for products utilized, is properly provided;
 - iv) Ensure that construction dust is controlled such that workers and occupants are not adversely impacted by dust from construction activities within the building or on the site; and
 - v) Ensure that shop-drawing submissions include Manufacturers Standard Data (MSD) Sheets.
- 2) In addition the CM shall:
 - a) Provide a traffic control plan including loading/unloading zones, road restrictions, etc. Provide two weeks advance notice for lane closures;
 - b) Provide a hoarding plan that meets PWGSC and NCC requirements. Requirements include the following: minimum height of hoarding is 12 feet from the nearest access point, all access points to hoarding to be secured with padlocks, provision of guard hut with heating and air conditioning;
 - c) Provide a pedestrian traffic plan addressing interior and exterior pedestrian activities including building access/egress, exterior scaffolding, etc;
 - d) Ensure the full health and safety protection afforded under the Canada Labour Code to all visitors to the site, including workers, staff, contractors and the general public;
 - e) Implement a safety program on site;
 - f) Provide appropriate safeguards to ensure safe protection and security of materials and holdings on the site;
 - g) Provide the Services of Site Safety Officers, who will visit and document site conditions daily, throughout the implementation of the projects;
 - h) Provide site specific occupational health and safety orientation sessions to all workers and visitors;
 - i) Give precedence to safety and health of public and Site personnel and protection of environment over cost and Schedule considerations for work;
 - j) Perform Site-specific safety hazard assessment related to the project activities;
 - k) Develop and implement site-specific safety plans for each 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 if conditions or hazards change. Resubmit the updated plan to the DR immediately;

- l) Develop an On-site Contingency and Emergency Response Plan that must address standard operating procedures to be implemented during emergency situations;
- m) 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;
- n) Comply with and enforce compliance by employees with safety requirements of contract documents, applicable federal, provincial, territorial and local statutes, regulations, and ordinances, and with Site-specific Health and Safety Plan;
- o) Shall respond to any unforeseen or peculiar safety-related factor, hazard, or condition that becomes evident during performance of the projects, follow procedures in place for Employee's Right to Refuse Work in accordance with Acts and Regulations of Province having jurisdiction. Advise DR verbally and in writing;
- p) 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 DR;
- q) Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by DR. Provide DR with written report of action taken to correct non-compliance of health and safety issues identified. DR may stop work if non-compliance of health and safety regulations is not corrected; and
- r) Use powder actuated devices only after receipt of written permission from DR. Blasting or other use of explosives is not permitted without prior receipt of written instruction by DR.

DR will review CM's Site-specific Health and Safety Plan and provide comments to CM within five days after receipt of plan.

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

4.5.5.1 Health & Safety Deliverables

The CM shall submit to the DR the following documents:

- 1) Traffic control plan and updates as necessary;
- 2) Hoarding plan and updates as necessary;
- 3) Pedestrian traffic plan and updates as necessary;
- 4) Site specific Health and Safety plan and updates as necessary;
- 5) Copies of reports or directions issued by Federal, Provincial and Territorial health and safety inspectors;
- 6) Contingency and emergency response plans and updates as necessary.;
- 7) Copies of incident and accident reports;

- 8) Material Safety Data Sheets (MSDS); and
- 9) File Notice of Project with Provincial authorities prior to commencement of work.

4.5.6 TENDERING AND AWARDING WORK

4.5.6.1 Context

While the contract for the delivery of construction management services for the Blocks 2 & 3 Buildings is between the Department and the CM, it is understood that the CM will deliver the work through subcontractors.

It is most important that the selection processes used by the CM to retain subcontractors are fair, open and transparent and that all qualified subcontractors have the opportunity to be considered for the construction work. It is PWGSC's experience that competitive bidding and open tendering processes will yield the best value for subcontracted work.

4.5.6.2 Scope

- 1) In subcontracting for the construction the CM shall:
 - a) In consultation with the Consultant, prepare tender and contract documents that clearly set out the full requirements for material and services (i.e. 100% tender ready documents). Exceptions may be considered on a case-by-case basis to meet schedule requirements subject to DR approval;
 - i) When warranted, using standard construction industry documents, such as CCDC 11 - 1996 (R2006) Contractor's Qualification Statement, ensure that subcontractors in trades that are essential to the successful delivery of the work, are pre-qualified prior to being invited to submit tenders. Basis for prequalification to be submitted to DR prior to solicitation of tenders; and
 - ii) Submit a recommendation award to DR for approval prior to contract award.
 - b) Enter into contracts with qualified subcontractors who submit the lowest-priced compliant tenders. Note where appropriate, time and materials contracts are acceptable subject to DR approval. Entry into subcontracts on a time and material basis is dependent on following the process outlined in this section and where an upset limit has been established. Upset limits do not preclude proper reporting procedures required by the DR. A site-based inventory control system must be set up and managed by the CM to ensure time and material usage does not exceed upset limits. In the event that an upset limit needs to be increased, the CM shall seek appropriate approval from the DR prior to exceeding the upset limit;
 - c) Manage subcontractors and ensure they provide the required services in a manner consistent with the terms and conditions of this contract and achieve timely delivery of quality services at the lowest cost;
 - d) Establish quality and performance requirements and monitor subcontractor performance, including quality of deliverables, adherence to schedules and costs; and
 - e) Provide for dispute resolution, initiation of subcontract amendments and payments.

- 2) The CM shall obtain open, fair and competitive bids for the subcontracts required for each portion of the work in accordance with the following requirements:
- (a) Subcontracts estimated at less than \$25,000 including Harmonized Sales Tax, may be single-sourced to qualified suppliers only upon the written approval of the DR;
 - (b) For subcontracts estimated at less than \$100,000, including Harmonized Sales Tax, and upon the written approval by the DR, the CM may invite on a rotating basis a minimum of 3 qualified suppliers from the CM's prequalified lists to submit bids. It is recommended the CM will notify in writing subcontractors who are unsuccessful;
 - (c) Additionally and upon the written approval by the DR, the CM may set aside the requirement to solicit a minimum of three bids if it has demonstrated that less than three firms are capable of performing the work; and
 - (d) For subcontracts estimated at \$100,000 or more, including harmonized sales tax, advertise publicly through MERX Private, in accordance with the following open bidding procedures:
 - i) Pre-qualify subcontractors;
 - ii) 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;
 - iii) Tender documentation shall include all of the public advertisement information, as well as identification of the bid validity period, the criteria for awarding the contract including any factors other than price to be considered in the evaluation of bids, the type of procurement (i.e. 1 or 2 stage process), the terms of payment and any other terms or conditions;
 - iv) During the solicitation, the CM 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; and
 - v) For subcontracts evaluated at over \$8,000,000, the time period for receipt of tenders shall be no less than 40 calendar days from the date of publication of the notice.
- 3) The receipt and opening of bids and the awarding of contracts must be consistent with the following:
- a) Bids must be opened in Ottawa, Ontario in the presence of at least one representative of the CM, and a representative of Canada, all of whom will act as witnesses to the opening by verifying and signing the Record of Bids

- received; and
- b) Contracts shall be awarded in accordance with the requirements specified in the notices and bid documentation, and must be submitted by a supplier that complies with the terms and conditions of the bid documents.
- 4) The CM shall:
 - a) Seek pre-approval from the DR for any deviation from the competitive subcontracting process and make the documentation available to PWGSC; and
 - b) Demonstrate to the DR that it has a competitive subcontracting process and a prequalification process, reflecting best industry practices.
 - 5) The CM shall analyze the bids received and recommend awards to the DR through a trade contract award recommendation. The format of the trade contract award recommendation is the responsibility of the CM, however, at a minimum; the recommendation must include copies of the following documents:
 - a) Description of the work;
 - b) 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; and
 - c) Tender Phase: copies of all bids received, verification (e.g. a time stamp) that bids were received on time prior to the time scheduled for bid closing, a copy of the Record of the bid opening, properly witnessed, a copy of the MERX TM notice, or invitation to tender if the work is valued at under \$100,000, a copy of all solicitation documents, a summary of all tenders received with bid amount breakdowns and totals, verification that bid security (if applicable) was provided with the bid, information on any tender qualifications or disqualifications; and identification of the supplier recommended for contract award.
 - 6) When the DR approves the procurement process and the trade contract award recommendation by the CM, the CM shall prepare the subcontracts for execution. No award of subcontracts to a Subcontractor can proceed without an approved trade contract award recommendation. It is recommended the CM will notify in writing subcontractors who are unsuccessful;
 - 7) The CM, and anyone not at Arm's Length to the CM, shall be ineligible to submit bids for any construction tenders issued for work tendered as part of this CM contract. For further clarity, the CM 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 CM's ability to use its own forces when permitted by the DR; and
 - 8) Canada reserves the right to require the CM to enter into subcontracts for the supply of services or materials with Subcontractors that have been prequalified by Canada for any component of the work. Any such subcontract shall form part of the Cost of the work.
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4.5.7 CONSTRUCTION MONITORING

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

Monitor progress on site and ensure coordination of trades.

- 1) Establish on-Site organization and lines of authority in order to carry out the overall plans of the CM and PWGSC;
- 2) Schedule and conduct progress meetings at which Subcontractors, PWGSC, PC and CM can discuss jointly such matters as procedures, progress, problems, risks, costs and scheduling;
- 3) Provide daily monitoring of the Schedule as the work proceeds;
- 4) Complete the work according to the accepted construction documents, project schedules and project estimated construction cost;
- 5) As part of a comprehensive quality management process, provide daily inspection of all aspects of the work, documenting matters for action or follow-up by Subcontractors, or referral to the PC. Ensure the work is constructed as specified. Use photographs to document issues and their correction;
- 6) Review the adequacy of the Subcontractors personnel and equipment and availability of material and supplies to meet the project schedules. Implement remedial action when requirements of a subcontract or the project schedules are not being met;
- 7) 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;
- 8) Monitor and document all health and safety matters daily; and
- 9) Ensure that the protocols identified in the Heritage Material Management Protocol (HMMP) for the cataloguing, material handling, protection, transportation and storage of heritage materials are implemented by the CM and all Subcontractors. The HMMP is to be included as an appendix to the construction specifications containing the historic – protective measures.

4.5.8 CHANGES

When a change is contemplated, the PC shall prepare and issue a Supplemental Instruction (SI). This can be the result of a consultant-driven change to the construction documents, a CM/subcontractor-initiated Request for Information (RFI) or a client change request.

Upon receipt of a change, the CM will promptly review and validate the request, prepare an estimate and include the change in the respective project cost estimate, prior to

forwarding to their subcontractors to obtain a quotation. While the subcontractors are preparing their quotation, the CM will also prepare a Class A estimate which will be used as the basis to evaluate subcontractor quotations.

It is the responsibility of the CM to ensure that all prices included in the Subcontractor's breakdown, including the costs and mark-ups of subcontractors, are fair and reasonable and in accordance with contract documents. The CM must provide written confirmation, in the form of Expenditure Authorization (EA) letter, to the DR declaring that the quotation is fair and reasonable and on this basis recommends the EA for approval. The EA letter shall include: a detailed description of the change; the applicable EA driver category; a breakdown of all labor, material, plant and equipment, rates, and mark-ups; subcontractor contract change; contingency budget drawdown/cash flow. Note that EA driver categories (e.g. Client Request, Site Conditions, Consultant Request, etc) will be established by PWGSC at project initiation and must be adhered to by the CM for the duration of the contract.

The DR will review the EA letter provided by the CM. The DR may request further breakdown and clarification of costs, until such time that the DR is satisfied with the information provided and that the quotation is indeed fair and reasonable. Upon written approval of the EA letter, a Change Order will be prepared and issued by the CM to the Subcontractor, with a copy to the PC, or as appropriate the EC, and the DR.

Under normal circumstances, the DR will review and either approve or provide comments to an EA within 3 working days, and/or advise accordingly. No work is to proceed without prior written approval from the DR. The CM shall ensure that SI are prioritized and processed in an expeditious manner in view of maintaining project schedules.

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

4.5.9 CONSTRUCTION LOGS

The CM shall prepare, maintain and update for each project:

- 1) Daily logbook
- 2) RFI
- 3) SI
- 4) EA
- 5) Deficiencies
- 6) Shop Drawings

The CM shall develop and maintain statistics on the, number, time to process, type, category, cost, etc of RFI, SI, EA, etc and include the data and charts/graphs in the monthly report.

4.5.10 CONSTRUCTION WORK

The CM shall:

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

4.5.11 QUALITY CONTROL & QUALITY ASSURANCE

This is supplemental to Section 4.4.6 and outlines additional QC/QA services to be provided during the Construction Phase.

The CM shall:

- 1) Develop QA/QC procedure;
- 2) Ensure that quality assurance measures are implemented; and
- 3) Arrange for testing services as required, which may include concrete testing, compaction testing.

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

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

Determine permitted activities and tasks by apprentices, based on level of training

attended and demonstration of ability to perform specific duties.

4.5.12 AS-BUILT DRAWINGS

The CM is to collect and turn over to the PC at the end of each completed subcontract a marked-up set of drawings and specifications for completion of as-builts by the PC. As-built documents shall clearly indicate all deviations from the Issued for Construction documents, including identifying all changes by EA number.

4.5.13 SHOP DRAWINGS

The review of shop drawings by DR is for sole purpose of ascertaining conformance with general concept. This review does not constitute approval by the DR of the detail design inherent in shop drawings, responsibility for which shall remain with contractor or subcontractor submitting same, and such review shall not relieve contractor or subcontractor of responsibility for errors or omissions in shop drawings or of responsibility for meeting requirements of contract documents. Shop drawings shall be stamped: "Reviewed", or "Revise and Resubmit", as appropriate, by the Construction Manager and by the PC before return to the subcontractor.

The CM shall:

- 1) Produce and manage a shop drawing log with a complete list of all shop drawings, samples and mock-ups required by the tender documents. Log to track all dates associated with each submission, review and return in keeping with the construction schedule;
- 2) Prioritize the preparation and submission of shop drawings to ensure schedules are maintained;
- 3) Submit electronic copies for the DR's review;
- 4) Review, discuss, record problems and identify agreed remedial action;
- 5) Monitor and record the progress of shop drawing review. Record parties designated for action and follow up;
- 6) On completion of projects, forward reviewed/as-commissioned shop drawings to the DR;
- 7) Verify that shop drawings include the project number and are recorded in sequence; and
- 8) Do not commence manufacture or order materials before shop drawings are reviewed.

4.5.14 PERMITS AND APPROVALS

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

- 1) Liaise with local and statutory authorities with respect to hoarding, traffic restrictions, services and associated diversions and/or connections;
- 2) Inform PWGSC of their requirements to inform any statutory body via applications, notices or orders;
- 3) Ensure that all applications are filed and executed successfully;
- 4) Verify that all necessary approvals have been obtained; and
- 5) Fees for permits and approvals will be budgeted and paid from each project.

4.5.15 SITE REVIEWS

The CM shall:

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

4.5.16 SUSTAINABILITY AND ENVIRONMENTAL

The CM will provide:

- 1) Advice on the source and availability of regional materials and materials with recycled content, including on-Site verification of same;
- 2) Site verification related to the use of acceptable materials, compiling and verifying MSDS sheets and WHMIS information;
- 3) Monitoring and testing for indoor air quality during construction;
- 4) Coordination with all subcontractors to ensure compliance with contract requirements for sustainability and environmental requirements;
- 5) Report any spills; and
- 6) No Asbestos, nor Asbestos Containing Material (ACM) shall be used.

4.5.17 WASTE MANAGEMENT

The CM shall:

- 1) Prepare a Waste Reduction Workplan and Waste Audit plan considering the following requirements:
 - a) Minimize the amount of material sent to waste sites by recycling 80% of waste; and
 - b) Maximize reuse existing material.
- 2) Prepare and provide to PWGSC monthly reports on waste reduction efforts including quantities of materials reused, recycled or disposed of (based on tonnage), with supporting documentation (i.e. receipts, invoices, waste tracking forms). The report must show quantities per type of material removed and cost

4.5.18 PROJECT SITE OFFICE

The CM is responsible for establishing his site presence for the contract. There will be some limited space available within the Wellington building for the CM to use as a Site office. Off site additional accommodations for Site Office may be required as determined by the CM. The CM is responsible for ensuring that there is sufficient space and services for the CM's staff as well as provision for two PC Resident Site personnel. Costs for the fit-up and operation of the Site Office will be reimbursed.

4.5.19 COMMISSIONING

The CM is responsible to lead and develop a commissioning process, or program of activities, for all of work that is reasonable and practical to ensure systems are properly operating and functioning. Upon request and approval of the DR, the CM may retain the services of a Commissioning Agent who will be directing specific commissioning process. This Commissioning Agent shall document and witness all test results. The CM is to report on the activities of the Commissioning Agent to the DR.

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

4.5.19.1 Commissioning Plan and Services

Commissioning is an integral part of all phases of the work. Commissioning and performance verification is a key element of the Project Quality Management Plan and shall be conducted at all stages of the projects. Develop and update a Commissioning Plan throughout the projects, with input and direction from the PC. 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 CM and the CM's Commissioning Agent are responsible for:

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

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

4.5.20 ANTICIPATED SITE SHUTDOWNS

In addition to the usual statutory holidays (Ontario), the CM will allow for 5 working days per year of site shut down for unanticipated special events to take place in an unencumbered manner. The CM shall incorporate these shutdown requirements in all trade packages with due consideration for timing of holidays.

Specifically for the CM's own site personnel, the CM will also include 5 days of stop work per year for unforeseen shut downs.

Moreover, PWGSC may ask the CM to stop work in certain areas without notice.

4.5.21 FIRE SAFETY REQUIREMENTS

The CM shall:

- 1) Comply with the National Building Code of Canada [2010] (NBC) for fire safety in construction and the National Fire Code of Canada 2010 (NFC) for fire prevention, fire fighting and life safety in building in use;
- 2) Comply with PWGSC Fire Protection requirements, Fire Commissioner of Canada (FCC) standards:
 - a) No. 301: Standard for Construction Operations;
 - b) No. 302: Standard for Welding and Cutting;
 - c) No. 374: Fire Protection Standard for General Storage (Indoor and Outdoor);
 - d) Available from Fire Protection Engineering Services, Labour Program, HRDC; and
 - e) Retain all fire safety documents and standards on site.
- 3) Welding and cutting: Before welding and cutting 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 CM;
- 4) At least 48 hours prior to commencing welding, cutting or soldering procedure, advise the DR of the following:
 - a) Notice of intent, indicating devices affected, time and duration of isolation or bypass.
 - b) Completed welding permit as defined in FC 302.
 - c) Return welding permit to Site Superintendent immediately upon completion of procedures for which permit was issued.
- 5) A firewatcher as described in FC 302 shall be assigned when welding or cutting operations are carried out in areas where combustible materials within 10m may be ignited by conduction or radiation;
- 6) Same (sub-para 3, 4 & %) applies for dusty work;
- 7) Where work requires interruption of fire alarms, fire suppression, extinguishing or protection systems:
 - a) Provide watchman service as described in FC 301. In general, watchman service is defined as individuals conversant with Fire Emergency Procedures, performing fire picket duty within an unprotected and unoccupied (no workers) area once per hour; and
 - b) Retain services of manufacturer for fire protection systems on daily basis or as approved by FCC, to isolate and protect all devices relating to:
 - i) Bypass and reinstatement of fire alarms, fire suppression, extinguishing or protection systems;
 - ii) Modification of fire alarms, fire suppression, extinguishing or protection systems; and/or
 - iii) Cutting, welding, soldering or other construction activities, which might activate fire protection systems.
- 8) Immediately upon completion of work, restore fire protection systems to normal operation and verify that all devices are fully operational; and

- 9) Inform fire alarm system monitoring agency and local Fire Department immediately prior to isolation and immediately upon restoration of normal operation.

4.5.22 HAZARDOUS MATERIALS

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

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

4.5.23 OPERATIONS AND MAINTENANCE (O&M) MANUALS

The CM is expected to manage the production of the interactive O&M manuals. Managing the process is part of the services but the cost of producing the manuals is part of the construction costs. Given that construction will be phased on a floor-by-floor basis, provision of O&M manuals and training will be required over the course of construction, as completed floors are released for occupancy.

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

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

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

4.5.24 RECORDS

As work progresses, maintain accurate records to show deviations from contract drawings. Just prior to DR's inspection for issuance of the Certificate of Completion for each completed floor or building system, supply to the DR one (1) electronic copy, and three (3) hard copies of the prints with all deviations neatly inked in.

4.5.25 GUARANTEES AND WARRANTIES

Before the completion of each project, collect all manufacturers' guarantees and warranties, prepare summary table and deposit with the DR. Provide copies of all manufacturers' guarantees and warranties in the O&M Manuals. Unless otherwise directed by the DR, guarantees and warranties are to start at construction substantial completion of each project.

4.5.26 CONSTRUCTION CLEANING

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

4.5.27 SECURITY CLEARANCES

The CM and all subcontractors are required to comply to the security requirements described in the Security Requirements Checklist (SRCL) and associated Security Classification Guide. It is the responsibility of the CM to provide personnel cleared at the appropriate level of security clearance. CM is required to submit the names and date of birth of personnel a minimum of 48 hours in advance for verification.

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

As stated in the contract documents, site access clearance is required for all workers. Under only special circumstances approved by the DR, workers without proper clearance will be allowed on site under security escorts (Commissioners) at the CM own cost.

4.5.28 SITE SECURITY

CM shall be responsible for security of the construction sites under his direct control. Given that the majority of the building will continue to be occupied, responsibility for security of the tenant-occupied spaces is out of the CM's scope. Develop a security plan in consultation with the DR. Revise the plan as required for approval by the DR. Update the plan to meet requirements of DR as projects progress. Be responsible for:

- 1) Coordination of construction activities and Clients and PWGSC operations;
- 2) Access to the Site including sign-in procedures and security clearances;
- 3) Off-hours security including procedures to "escort", to "lockup", evening and weekend surveillance, fire watches, emergency procedures and responses;
- 4) All safety issues related to the work or its Site to be performed as required by federal, provincial or municipal regulations;
- 5) Safeguarding of components to be reused or recycled;

- 6) Protection of materials, equipment, workmanship and, throughout the implementation of the projects, any PWGSC or the Clients items installed prior to the building being ready for use; and
- 7) A Site protocol to be developed and enforced, including:
 - a) No CDs, radios or tape machines;
 - b) Noise control;
 - c) No parking on Site; and
 - d) Due regard for the general public's expectations with respect to behaviour, language and dress in public places (all spaces exterior of the Site are deemed to be public).

Provide emergency response coordination and for responses to Site problems during non-working hours. In consultation with the DR, establish a list of contacts for responses and communication. In the event of any problems, contact DR 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 DR. Give immediate written notice to the subcontractor or other person of the hazard.

4.5.29 NOISE, VIBRATION, ODORS AND DELIVERIES

A significant program of off-hours work during evenings and weekends will be required to mitigate the constraints of mitigating impacts to tenants while meeting the project schedules. Carefully plan and schedule all noise generating work, all deliveries and waste removal after hours, to minimize the impact to ongoing operations. Normal working hours are considered to be from 7 am to 6 pm on weekdays and non-holidays. Take steps to minimize noise, vibration and odours, affecting both the buildings (interior and exterior) and impacting on the neighbouring and adjacent occupancies including buildings, roadways, Sparks Street mall tenants and events. The CM shall implement a sound monitoring program during construction, which includes taking sound readings on the floors above and below the working floor to ensure that disturbance to tenants is controlled. The DR's decision will be final on whether the work is causing excessive noise, vibration or odour.

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

4.5.30 COORDINATION OF CONTRACTORS HIRED DIRECTLY BY PWGSC OR CLIENTS

PWGSC will from time to time require that activities and projects be undertaken by PWGSC's own forces, by PWGSC contractors, and/or by Client contractors, within the construction sites. These activities will be subject to the coordination and safety overview of the CM, as the Constructor for the specific area. The CM will grant free access to these areas by PWGSC or their contractors, provided that all safety and security protocols are followed. However, other contracts of varying scale could arise

over the course of the contract.

Note that Client security commissionaires and/or constables will require access to the construction space for security monitoring purposes throughout the contract.

4.6 POST CONSTRUCTION AND WARRANTY STAGE

Given that construction will be implemented project by project, the warranty period will be staged by project. During the Post Construction and Warranty Stage for each completed project, the CM shall:

- 1) Assemble Record Documents in whole packages per project or as directed by the DR. Provide copies of Record Documents to PWGSC as directed by the DR;
- 2) Review and comment on the accuracy of warranties and guarantees;
- 3) Review the Final Commissioning Report and comment on the accuracy and completeness;
- 4) Coordinate with sub trades to provide final Record Documents (Operations and Maintenance Manuals, As-built drawings and specifications) as required for each sub trade;
- 5) Within eleven (11) months of the commencement of the warranty period, arrange for an inspection of the facility to determine all deficiencies to be corrected:
 - a) Prepare a deficiency list for review and acceptance by the DR.
 - b) Provide a schedule indicating when correction of all deficiencies covered under the warranty will be corrected and submit to the DR for review and acceptance;
 - c) Arrange for and correct all identified deficiencies in accordance with the schedule and advise when all deficiencies have been properly corrected.
 - d) Ensure that all warranty deficiencies are properly corrected in a timely manner. The CM warranty inspection and up to 4 return inspections to be included in the fees.
- 6) The CM to participate in a half-day lessons' learned workshop and provide an updated lessons learned log; and
- 7) Provide a post-construction evaluation and cost analysis report within one month of the completion of each project, including lessons learned, outstanding issues and any work that was not completed or was deferred to subsequent projects. Submit a sample format for this report for review and acceptance by the DR. Amend as required.



Government of Canada

Gouvernement du Canada



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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	Public Works and Government Services Canada	2. Branch or Directorate / Direction générale ou Direction PPB
-----------------------------------------------------------------------------------------------------------	------------------------------------------------	-------------------------------------------------------------------

3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
----------------------------------------------------------------	---------------------------------------------------------------------------

4. Brief Description of Work / Brève description du travail
The services of a Construction Manager is required to provide advice and plan, coordinate and implement various projects in and around buildings located in Parliamentary Precinct Block 3.

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

7. c) Level of information / Niveau d'information

PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO RESTRICTED <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO DIFFUSION RESTREINTE <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	NATO CONFIDENTIAL <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>	NATO CONFIDENTIEL <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	TOP SECRET TRÈS SECRET <input type="checkbox"/>
	NATO SECRET <input type="checkbox"/>	TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>
	COSMIC TOP SECRET <input type="checkbox"/>	
	COSMIC TRÈS SECRET <input type="checkbox"/>	



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PART A (continued) / PARTIE A (suite)

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

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

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

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

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

- | | | | |
|-----------------------------------------------------------------------------|-----------------------------------------------------------------|------------------------------------------------------|------------------------------------------------------------------|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input checked="" 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 checked="" type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Under special circumstances an escort will be provided to unscreened private sector individuals (at the cost of the private company) needing access to Government of Canada facility/work site.

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



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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).