



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

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

11 Laurier St. / 11 rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Quebec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

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 Cda Four Corners-Envelope Rehab	
Solicitation No. - N° de l'invitation EP783-162280/A	Date 2016-09-09
Client Reference No. - N° de référence du client 20162280	
GETS Reference No. - N° de référence de SEAG PW-\$\$FP-003-71518	
File No. - N° de dossier fp003.EP783-162280	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-10-19	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: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA CANADA FOUR CORNERS BUILDING 93 SPARKS ST OTTAWA Ontario K1P5A6 Canada	

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

Solicitation No. - N° de l'invitation
EP783-162280/A

Amd. No. - N° de la modif.
N/A

Buyer ID - Id de l'acheteur
FP003

Client Ref. No. - N° de réf. du client
20162280

File No. - N° du dossier
FP003 EP783-162280

Project No.- No. du projet
R.074138.001

REQUEST FOR PROPOSAL (RFP)

IMPORTANT NOTICE TO BIDDERS

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

For further instructions please consult "Special Instruction to Bidders", SI12, "Security related requirements" and "Supplementary Conditions" SC01 "Security related requirements, document safeguarding location".

TWO-ENVELOPE BID

This Bid shall be submitted following a "two-envelope" procedure. Refer to SI06 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.

LIMITATION OF LIABILITY

PWGSC is limiting the Contractor's first party liability for work in Low Rise, High Rise and Heritage Buildings. See changes to GC1.6 "Indemnification by the Contractor" of R2810D in the Supplementary Conditions.

Solicitation No. - N° de l'invitation
EP783-162280/A

Amd. No. - N° de la modif.
N/A

Buyer ID - Id de l'acheteur
FP003

Client Ref. No. - N° de réf. du client
20162280

File No. - N° du dossier
FP003 EP783-162280

Project No.- No. du projet
R.074138.001

TABLE OF CONTENTS

Special Instructions to Bidders (SI)

General Instruction to Bidders - Construction services – Bid Security Requirements (GI)

Supplementary Conditions (SC)

Contract Documents (CD)

Submission Requirements and Evaluation (SRE)

Bid and Acceptance Form (BA)

Annexes

Annex A – Basis of Payment

Annex B – Terms of Reference (TOR)

Annex C – Certificate of Insurance

Annex D– Security Requirement Checklist (SRCL)

Appendix

Appendix 1- Integrity Provisions – List of Names

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

- SI01 Introduction
- SI02 Integrity Provisions – Integrity Declaration Form
- SI03 Bid Documents
- SI04 Enquiries during the Solicitation Period
- SI05 Optional Site Visit
- SI06 Submission of Bid
- SI07 Revision of Bid
- SI08 Opening of Bids / Evaluation
- SI09 Insufficient Funding
- SI10 Debriefings
- SI11 Bid Validity Period
- SI12 Security Related Requirements
- SI13 Conduct of Evaluation
- SI14 Web Sites
- SI15 Definition of the Bidder
- SI16 Standard Instructions, Clauses and Conditions
- SI17 Rights of Canada
- SI18 Entire Requirement
- SI19 Communications Notification

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 Introduction

1. Public Works and Government Services Canada (PWGSC) intends to retain a Contractor to provide Construction Management Services for the project as set out in this Request for Proposal (RFP).
2. Bidders responding to this RFP are requested to submit a full and complete Bid.

SI02 INTEGRITY PROVISIONS – INTEGRITY DECLARATION FORM

1. As applicable, pursuant to GI01 of the Integrity Provisions- bid, paragraph 3 (copied below) of the General Instructions the Bidder must provide the following:
 - a. by the time stated in the Policy, all information required by the *Ineligibility and Suspension Policy* described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
 - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#)

*An Integrity Declaration Form must be submitted **only** when:*

1. *the supplier, one of its affiliates or a proposed first-tier subcontractor has been charged with or convicted of a criminal offence in a country other than Canada*

- that, to the best of the supplier's knowledge and belief, may be similar to one of the listed offences in the [Ineligibility and Suspension Policy](#) (the "Policy"); and/or*
2. *the supplier is unable to provide any of the certifications required by the [Integrity Clauses](#).*

Note: A copy of the Declaration form can be obtained by going to R2710T online and clicking on the 'Declaration Form' hyperlink found under GI01.

SI03 BID DOCUMENTS

1. The following are the bid documents:
 - a. Request for Proposal (RFP); and
 - b. Special Instructions to Bidders (SI); and
 - c. General Instruction to Bidders - Construction services - Bid Security Requirements (GI); and
 - d. Supplementary Conditions (SC); and
 - e. Contract documents (CD); and
 - f. Submission Requirements and Evaluation (SRE); and
 - g. Bid and Acceptance Form (BA); and
 - h. Annex A - Basis of Payment; and
 - i. Annex B - Terms of Reference; and
 - j. Annex C - Certificate of Insurance; and
 - k. Annex D – Security Requirements Checklist; and
 - l. Appendix 1 - Integrity Provisions – List of Names; and
 - m. Any amendment issued prior to solicitation closing.
2. Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

SI04 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Request for Proposal (RFP) - Page 1 as early as possible within the solicitation period. Enquiries should be received no later than five (5) working days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Request for Proposal - Page1. Failure to comply with this requirement may result in the bid being declared non-responsive.

SI05 OPTIONAL SITE VISIT

1. There will be a site visit on **Thursday, September 22, 2016 at 10:00AM**. Interested bidders are to meet at the main entrance of the Canada Four Corners building, 93 Sparks St., Ottawa, Ontario.

2. **Safety:** Hard hat, safety boots, eye protection and reflective vests are required. There will be a 15-minute Health and Safety site orientation at the start of the visit.

SI06 SUBMISSION OF BID

1. The bid shall be submitted following a "two-envelope" procedure in which the Bidder submits the Technical Bid in envelope one (1) and the Financial Bid in envelope two (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 "Request for Proposal" for the receipt of the bids. The bid must be received on or before the date and time set for solicitation closing. Prior to submitting the bid, the Bidder shall ensure that the following information is clearly printed or typed on the face of the bid envelope:
 - a. Solicitation Number;
 - b. Name of Bidder;
 - c. Return address; and
 - d. Closing Date and Time.
3. The Technical Bid, 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 – Technical Bid;
 - b. Solicitation Number; and
 - c. Name of Bidder.
4. The Financial Bid containing 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 – Financial Bid;
 - b. Solicitation Number; and
 - c. Name of Bidder.
5. Timely and correct delivery of bids is the sole responsibility of the Bidder.

SI07 REVISION OF BID

1. A bid may be revised by letter or facsimile in accordance with GI10 Revision of Bid.

SI08 OPENING OF BIDS / EVALUATION

1. There will be no public opening at bid deposit time.
2. Envelope 1 - Technical Bid - 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 – Financial Bid: Only those envelopes from Bidder's that meet the mandatory requirements of the Technical Bid shall be opened.
4. The responsive bid carrying the lowest price will be recommended for contract award.

SI09 INSUFFICIENT FUNDING

1. 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

1. 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 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 request for proposal.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11.

SI12 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 on the Industrial Security Program Web site: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

SI13 CONDUCT OF EVALUATION

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

SI14 WEB SITES

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

- Treasury Board Appendix L, Acceptable Bonding Companies <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appl>
- Buy and Sell <https://www.achatsetventes-buyandsell.gc.ca>
- Canadian economic sanctions <http://www.international.gc.ca/sanctions/index.aspx?lang=eng>
- Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>
- Bid Bond (form PWGSC-TPSGC 504) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>
- 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 <https://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>

SI15 DEFINITION OF BIDDER

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

SI16 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

1. Pursuant to the Department of Public Works and Government Services Act (S.C. 1996, c.16), the instructions, clauses and conditions identified in the bid solicitation and resulting contract by number, date, and title are incorporated by reference into and form part of the bid solicitation and resulting contract as though expressly set out in the bid solicitation and resulting contract. Refer to Contract Documents, Article 2.

SI17 RIGHTS OF CANADA

1. Canada reserves the right to:
 - a. Reject any or all bids received in response to the bid solicitation;
 - b. Enter into negotiations with bidders on any or all aspects of their bids;
 - c. Accept any bid in whole or in part without negotiations;
 - d. Cancel the bid solicitation at any time;
 - e. Reissue the bid solicitation;

Solicitation No. - N° de l'invitation
EP783-162280/A

Amd. No. - N° de la modif.
N/A

Buyer ID - Id de l'acheteur
FP003

Client Ref. No. - N° de réf. du client
20162280

File No. - N° du dossier
FP003 EP783-162280

Project No.- No. du projet
R.074138.001

- f. If no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and
- g. Negotiate with the sole responsive Bidder to ensure best value to Canada.

SI18 ENTIRE REQUIREMENT

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

SI19 COMMUNICATIONS NOTIFICATION

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

GENERAL INSTRUCTIONS TO BIDDERS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI)

GI01 Integrity Provisions - Bid
GI02 Completion of Bid
GI03 Identity or Legal Capacity of the Bidder
GI04 Applicable Taxes
GI05 Capital Development and Redevelopment Charges
GI06 Not Applicable
GI07 Listing of Subcontractors and Suppliers
GI08 Bid Security Requirements
GI09 Submission of Bid
GI10 Revision of Bid
GI11 Rejection of Bid
GI12 Bid Costs
GI13 Procurement Business Number
GI14 Compliance with Applicable Laws
GI15 Not Applicable
GI16 Performance Evaluation
GI17 Conflict of Interest - Unfair Advantage
GI18 Overview of Selection Procedure
GI19 Joint Ventures

GI01 (2016-04-04) Integrity provisions—bid

1. The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives, which can be found at *Ineligibility and Suspension Policy*.
2. Under the Policy, charges and convictions of certain offences against a Bidder, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Bidder is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
 - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).

4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
- a. it has read and understands the [*Ineligibility and Suspension Policy*](#);
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at Declaration form for procurement.
6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

GI02 (2014-03-01) Completion of Bid

1. The bid shall be:
- a. based on the Bid Documents listed in the Special Instructions to Bidders
 - b. correctly completed in all respects;
 - c. signed by a duly authorized representative of the Bidder; and
 - d. accompanied by
 - i. bid security as specified in GI08; and
 - ii. any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the bid.

2. Subject to paragraph 6) of GI11, any alteration to the pre-printed or pre-typed sections of the Bid and Acceptance Form, or any condition or qualification placed upon the bid may be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Bid and Acceptance Form by the Bidder shall be initialed by the person or persons signing the bid. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.
3. Unless otherwise noted elsewhere in the Bid Documents, facsimile copies of bids are not acceptable.
4. Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.

GI03 (2015-02-25) Identity or Legal Capacity of the Bidder

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

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

GI04 (2015-02-25) Applicable Taxes

1. Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST) and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of the date of bid submission by the Bidder or the date of submission of the last revision whichever is later.

GI05 (2015-02-25) Capital Development and Redevelopment Charges

1. For the purposes of GC1.8, of R2810D "Laws, Permits and Taxes", in the General Conditions of the Contract, only fees or charges directly related to the processing and issuing of building permits shall be included. The Bidder shall not include any monies in the bid amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

GI06 Not Applicable

GI07 Not Applicable

GI08 (2014-06-26) Bid Security Requirements

1. The Bidder shall submit bid security with the bid in the form of a bid bond or a security deposit in an amount that is equal to not less than 10 percent of the total bid amount. Applicable Taxes shall not be included when calculating the amount of any bid security that may be required. The maximum amount of bid security required with any bid is \$2,000,000.
2. A bid bond (form PWGSC-TPSGC 504) shall be in an approved form, properly completed, with original signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, Acceptable Bonding Companies.
3. A security deposit shall be an original, properly completed, signed where required and be either
 - a. a bill of exchange, bank draft or money order made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
 - b. bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada.
4. For the purposes of subparagraph 3. a. of GI08
 - a. a bill of exchange is an unconditional order in writing signed by the Bidder and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;
 - b. if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 4.c. of GI08, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and
 - c. an approved financial institution is
 - i. a corporation or institution that is a member of the Canadian Payments Association as defined in the Canadian Payments Act;
 - ii. a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";
 - iii. a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
 - iv. a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the Income Tax Act; or

v. Canada Post Corporation.

5. Bonds referred to in subparagraph 3. b. of GI08 shall be provided on the basis of their market value current at the date of solicitation closing, and shall be
 - a. payable to bearer;
 - b. accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations; or
 - c. registered as to principal or as to principal and interest in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations.
6. As an alternative to a security deposit an irrevocable standby letter of credit is acceptable to Canada and the amount shall be determined in the same manner as a security deposit referred to above.
7. An irrevocable standby letter of credit referred to in paragraph 6) of GI08 shall
 - a. be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf,
 - i. is to make a payment to, or to the order of, the Receiver General for Canada as the beneficiary;
 - ii. is to accept and pay bills of exchange drawn by the Receiver General for Canada;
 - iii. authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
 - iv. authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
 - b. state the face amount which may be drawn against it;
 - c. state its expiry date;
 - d. provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the Departmental Representative identified in the letter of credit by his/her office;
 - e. provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
 - f. provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600, Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
 - g. be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

8. Bid security shall lapse or be returned as soon as practical following;
 - a. the solicitation closing date, for those Bidders submitting non-compliant bids; and
 - b. the administrative bid review, for those Bidders submitting compliant bids ranked fourth to last on the schedule of bids; and
 - c. the award of contract, for those Bidders submitting the second and third ranked bids; and
 - d. the receipt of contract security, for the successful Bidder; or
 - e. the cancellation of the solicitation, for all Bidders.
9. Notwithstanding the provisions of paragraph 8 of GI08 and provided more than three compliant bids have been received, if one or more of the bids ranked third to first is withdrawn or rejected for whatever reason then Canada reserves the right to hold the security of the next highest ranked compliant bid in order to retain the bid security of at least three valid and compliant bids.

GI09 (2014-03-01) Submission of Bid

1. Bidders are requested to submit the Technical Bid and Financial Bid in separate, easily identified envelopes in accordance with the instructions contained in the bid documents. Bidders are requested to submit both envelopes as one package which clearly and conspicuously display and indicate on the outside of the package the information identified in subsection 4 below and be addressed and submitted to the office designated on the Front Page "Request for Proposal" for the receipt of bids. The bid must be received on or before the date and time set for solicitation closing.
2. Unless otherwise specified in the Special Instructions to Bidders
 - a. The bid shall be in Canadian currency;
 - b. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.
3. It is the Bidder's responsibility to:
 - a. Submit a bid, duly completed, in the format requested, on or before the closing date and time set;
 - b. Send its bid only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the RFP;
 - c. Obtain clarification of the requirements contained in the RFP, if necessary, before submitting a Bid;
 - d. Provide a comprehensive and sufficiently detailed bid that will permit a complete evaluation in accordance with the criteria set out in this RFP.

4. 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.
5. Timely and correct delivery of bids to the office designated for receipt of bids is the sole responsibility of the Bidder. PWGSC will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.

GI10 (2010-01-11R) Revision of Bid

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

GI11 (2014-09-25) Rejection of Bid

1. Canada may accept any bid, whether it is the lowest or not, or may reject any or all bids.
2. Without limiting the generality of paragraph 1) of GI11, Canada may reject a bid if any of the following circumstances is present:
 - a. the Bidder's bidding privileges are suspended or are in the process of being suspended;
 - b. the bidding privileges of any employee or subcontractor included as part of the bid are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;
 - c. the Bidder is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;

- e. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - f. with respect to current or prior transactions with Canada
 - i. Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of its bid; or
 - ii. Canada determines that the Bidder's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
3. In assessing the Bidder's performance on other contracts pursuant to subparagraph 2)(f)(ii) of GI11, Canada may consider, but not be limited to, such matters as:
- a. the quality of workmanship in performing the Work;
 - b. the timeliness of completion of the Work;
 - c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
 - d. the completeness and effectiveness of the Contractor's safety program during the performance of the Work
4. Without limiting the generality of paragraphs 1), 2) and 3) of GI11, Canada may reject any bid based on an unfavourable assessment of the:
- a. adequacy of the bid price to permit the work to be carried out and, in the case of a bid providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
 - b. Bidder's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
 - c. Bidder's performance on other contracts.
5. Where Canada intends to reject a bid pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI11, other than subparagraph 2)(a) of GI11, the contracting Authority will inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the bid rejection.
6. Canada may waive informalities and minor irregularities in bids received if Canada determines that the variation of the bid from the exact requirements set out in the Bid Documents can be corrected or waived without being prejudicial to other Bidders.

GI12 (2015-02-25) Bid Costs

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

GI13 (2015-02-25) Procurement Business Number

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

GI14 (2013-04-25) Compliance with Applicable Laws

1. By submission of a bid, the Bidder certifies that the Bidder has the legal capacity to enter into a contract and is in possession of all valid licenses, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the bid and entry into any ensuing contract for the performance of the work.
2. For the purpose of validating the certification in paragraph 1) of GI14, a Bidder shall, if requested, provide a copy of every valid license, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.
3. Failure to comply with the requirements of paragraph 2) of GI14 shall result in disqualification of the bid.

GI15 Not Applicable

GI16 (2010-01-11) Performance Evaluation

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

GI17 (2011-05-16) Conflict of Interest - Unfair Advantage

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:

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

GI18 Overview of Selection Procedure

1. Bid Evaluation

- a. To be declared responsive, the bid must comply with all the requirements of the solicitation and meet all Mandatory technical criteria; and the Bid and Acceptance Form must be fully completed and accompanied by the required bid security.
- b. Technical Bids are reviewed, evaluated by Public Works and Government Services Canada (PWGSC) in accordance with the criteria and components as set out in the Submission Requirements and Evaluation (SRE). Upon completion of the evaluation, Pass or Fail is determined.
- c. The Financial Bids (envelope 2) accompanying all responsive Technical Bids (envelope one) are opened upon completion of the technical evaluation.

2. Bid Opening

- a. There will be no public opening of Bids.

3. Notification

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

GI19 Joint venture

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred to as a consortium, in order to submit together a response to the Request for Proposal. Bidders who

submit a response to the Request for Proposal, as a joint venture must indicate clearly that it is a joint venture and provide the following information:

- i. the name of each member of the joint venture;
 - ii. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - iii. the name of the joint venture, if applicable.
2. The response to the Request for Proposal must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. Canada may, at any time, require each member of the joint venture to prove that the representative has been appointed with full authority to act as its representative for the purposes of submitting a response to the Request for Proposal.
 3. All of the members of the joint venture are jointly and severally responsible for the obligations entered into by the Bidder in accordance with the Contract Documents.

SUPPLEMENTARY CONDITIONS (SC)

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

SC01 SECURITY RELATED REQUIREMENTS

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

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

SC02 CHANGES TO CONTRACT DOCUMENTS

1. R2810D - General Condition (GC) 1 - General Provisions - Construction Services:

- a. In GC1.1.2 Terminology, 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 Terminology, add:

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

c. In GC1.2.2 Order of Precedence, Add the following subparagraph 1. g. :

g. Terms of Reference

2. R2850D - General Condition (GC) 5 - Terms of Payment:

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

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 Substantial Performance of the Work:

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 - General Condition (GC) 6 - Delays and Changes in the Work:

GC6.4 Determination of Price, 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.

SC03 LIMITATION OF LIABILITY

GC1.6 of R2810D - General Condition (GC) 1 - General Provisions - Construction Services, 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.

SC04 INSURANCE TERMS

The obligations of the Contractor are defined in R2900D - General Condition (GC) 10 – Insurance, the insurance terms below and Annex C – Certificate of Insurance.

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.

SC05 DETERMINATION OF CONSTRUCTION COST

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

- a. Labour rates shall be established in accordance with applicable trade union agreements. Non-union labour rates shall be established in accordance with local industry standards. 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 (d) - Allowance to the Subcontractor below are not to be included in the hourly labour rates;
 - vii. Credit for work deleted will only be for the work directly associated with the change;
 - viii. When a change deletes work which has not yet been performed, Canada is entitled to an adjustment in the Contract Amount equal to the cost the Contractor would have incurred had the work not been deleted;
 - ix. Allowances referred to in paragraph (d) - Allowance to the Subcontractor below shall not be applied to any credit amounts for deleted work;
 - x. In those cases where the change involves additions and deletions to the work, the allowances referred to in paragraph (d) - Allowance to the Subcontractor below shall apply only when the cost of the additions minus the cost of the deletions would result in an increase in the Contract Amount. The percentage allowance shall only be applied to that portion of the costs of the additions that is in excess of the cost of the deletions;
 - xi. If the contemplated change in the work necessitates a change in the contract completion date, or has an impact on the work, the Contractor shall identify and include the resulting cost in the breakdown.
- b. Hourly Labour Rates
- i. The hourly labour rates listed in the Contractor's breakdown shall be determined in accordance with the collective agreements that are applicable at the site of the work and shall include:
 - a. the base rate of pay;
 - b. vacation pay;
 - c. benefits which includes:

- i. Welfare contributions;
 - ii. Pension contributions;
 - iii. Union dues;
 - iv. Training and industry funds contributions; and
 - v. Other applicable benefits, if any that can be substantiated by the Contractor.
 - d. statutory and legislated requirements, assessed and payable under statutory authority, which includes:
 - i. Employment Insurance contributions;
 - ii. Canada Pension Plan or Quebec Pension Plan contributions;
 - iii. Worker's Compensation Board or "Commission de la santé et de la sécurité du travail" premiums;
 - iv. Public Liability and Property Damage insurance premiums; and
 - v. Health tax premiums.
 - ii. In the case of nonunion labour, all rates claimed shall be in accordance with the terms of the Labour Conditions forming part of this contract and the Contractor must provide satisfactory proof of the rates actually paid.
 - c. Material, Plant and Equipment Costs
 - i. The costs of all purchases and rentals must be based on the actual amount paid to the suppliers by the Contractor or subcontractor and said costs are to include all applicable Discounts.
 - d. Allowance to the Subcontractor
 - i. The allowances determined in accordance with 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 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.

SC08 REPLACEMENT OF SPECIFIC INDIVIDUALS

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

SC09 SEPARATE CONTRACTS WITH OTHER CONTRACTORS

1. Canada reserves the right to award separate contracts for work. Where in the opinion of Canada, it is necessary for Canada to award separate contracts to other contractors, the Construction Manager shall:
 - a. coordinate and cooperate with the work of other contractors;
 - b. coordinate and schedule the Work with the work of other contractors and connect as specified or shown in the Contract Documents;
 - c. participate with other contractors and the Departmental Representative in reviewing their construction schedules when directed to do so;
 - d. coordinate and perform the Work with care and diligence so as to ensure that Canada and other contractors will be in a position to proceed according to schedule with the delivery, installation and testing of their work; and
 - e. allow other contractors or workers, together with their plant, equipment and Material, access to the Site and the opportunity to use their plant and equipment.
2. When separate contracts are awarded for other parts of the Project, Canada shall:

- a. Ensure that insurance coverage is provided to the same requirements as are called for SC04 to the extent applicable. Such insurance shall be coordinated with the insurance coverage of the Construction Manager as it affects the Work; and
 - b. Take all precautions reasonably possible to avoid labour or other disputes.
 - c. Ensure the separate contractors are required to adhere to the Construction Manager's Health & Safety policies and procedures when performing work at the location of the project under the Construction Manager's control as Constructor on the project.
3. The Construction Manager shall give the Departmental Representative prompt written notice of any defect in, or any conflict occasioned by, the work of Other contractors and prior to proceeding with any Work that is affected by or depends upon for its proper execution such work of other contractors. In the absence of such written report, the Construction Manager shall have no claim against Canada by reason of the conflict or defective work of the other contractors.
4. Notwithstanding the foregoing, it is understood and agreed that the Construction Manager shall be the "constructor" for the Project within the meaning of the applicable Health and Safety legislation, and shall perform or have performed, in addition to any other obligations it may have pursuant to the application legislation, all of the obligations of a "constructor" set out in the legislation for the Work. It is further understood and agreed that Canada appoints and the Construction Manager agrees to be appointed as the constructor to fully control, coordinate, oversee and be responsible for all other contractors.
5. If there is a change in the scope of the Work required for the planning and performance of this coordination and connection, there might be a Change in the Work.
6. If the Construction Manager has caused damage, delay, impact, or interference to the work of other contractors, the Construction Manager agrees upon due notice to settle with the other contractors in accordance with GC5.8 item 6. of R2850D - General Condition (GC) 5 - Terms of Payment. If one or more of the other contractors makes a claim against Canada on account of damage, delay, impact, or interference alleged to have been so sustained, Canada shall notify the Construction Manager and may require the Construction Manager to defend the action at the Construction Manager's expense and not as a Cost of the Work and without an adjustment in the Contract Fee. The Construction Manager shall satisfy a final order or judgment against Canada and pay the costs incurred by Canada arising from such action and not as a Cost of the Work and without an adjustment in the Contract Fee.

SC10 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. 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.

Solicitation No. - N° de l'invitation
EP783-162280/A

Amd. No. - N° de la modif.
N/A

Buyer ID - Id de l'acheteur
FP003

Client Ref. No. - N° de réf. du client
20162280

File No. - N° du dossier
FP003 EP783-162280

Project No.- No. du projet
R.074138.001

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), if exercised, are to be completed by April 30, 2019.

SC11 INCREASE IN CONTRACT SECURITY

1. The Contractor shall, within 14 days after the date that Canada issues a contract amendment, pursuant to SC10, 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.

CONTRACT DOCUMENTS (CD)

1. The following are the contract documents:

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

GC1	General Provisions – Construction Services	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);
- g. Supplementary Conditions
- h. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- i. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- j. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- k. The Contractor's Technical Bid

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>

3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

SRE 1 General Information

SRE 2 Technical Bid Submission Requirements and Evaluation

SRE 3 Price Evaluation

SRE 4 Basis of Selection

SRE 1 GENERAL INFORMATION

1.1 SUBMISSION OF BIDS

1.1.1 Bids should be submitted following a "two-envelope" procedure in which Bidders submit technical aspects of their Bid in envelope one (1) and Bidders submit the financial Bid and bid security in envelope two (2).

1.1.2 Technical Bid: Submit one (1) signed original and three (3) copies of the Technical Bid (envelope one).

1.1.3 Financial Bid: Submit one (1) signed original of the Bid and Acceptance Form plus bid security in a sealed envelope (envelope two).

1.1.4 Prices should appear in the Financial Bid only. No prices should be indicated in any other section of the bid.

1.2 FORMAT OF BIDS

1.2.1 Technical Bid

- (a) In their Technical Bid, bidders must demonstrate that they meet the requirements contained in the specific articles of 2.1 Mandatory Technical Criteria.
- (b) Bidders must explain how they meet the mandatory criteria by providing a detailed project description and any associated information, as applicable, to substantiate compliance. The technical bid package must address all mandatory criteria clearly and in sufficient depth to substantiate that the Bidder meets the criteria.
- (c) Bidders should 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 been addressed.

The following Bid format information should be implemented when preparing the Bid:

- 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

1.2.2 Financial Bid

Bidders must submit their Financial Bid (envelope two) using the Bid and Acceptance Form and in accordance with GI08 Bid Security Requirements of the General Instructions to Bidders.

SRE 2 TECHNICAL BID SUBMISSION REQUIREMENTS AND EVALUATION

2.1 MANDATORY TECHNICAL CRITERIA (Pass/Fail)

For the mandatory technical criteria (Pass/Fail), the bidder must provide any information necessary to demonstrate its compliance with the technical criteria, or its bid will be deemed non-responsive.

2.1.1 Experience of the Bidder (Construction Management)

The Bidder must submit two (2) projects which meet the following criteria by completing tables 2.1 a-b in sufficient enough detail to demonstrate all criteria expressed herein.

Note: Bidders should not submit more than two projects. The consequence of submitting more than two projects is that only the first two projects in the submission will be considered. All projects following after the first two projects will be removed from the Technical Bid submission and will not be used in the evaluation.

- Must have been delivered in the Construction Management or Design Build method;
- Must have been greater than or equal to \$5,000,000 before taxes at contract award;
- At least one (1) of the projects must have a Certificate of Completion issued later than December 31, 2010. The other project can be ongoing.

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 overseeing a heritage masonry project with a heritage masonry component with a value greater than or equal to \$3M before taxes.
- b) Demonstrate experience in providing constructability advice throughout the project.

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.

Buyer ID - Id de l'acheteur
FP003

Project No.- No. du projet
R.074138.001

Project Name		
Total Value* at Contract award (excluding HST) *Value must be greater than or equal to \$5,000,000 at Contract award.		
Street Address (# and street name)	City	Country
Start Date (month/year)	Date of Certificate of Completion (month/year)	
Project Overview (provide sufficient detail to demonstrate experience criteria):		
Bidder Experience:		
Client Organization Name:		
Client Organization Contact Person for fact verification only, if required.		
Name:		
E-mail Address:		
Phone number:		

Buyer ID - Id de l'acheteur
FP003

Project No.- No. du projet
R.074138.001

Project Name		
Total Value* at Contract award (excluding HST) *Value must be greater than or equal to \$5,000,000 at Contract award.		
Street Address (# and street name)	City	Country
Start Date (month/year)	Date of Certificate of Completion (month/year)	
Project Overview (provide sufficient detail to demonstrate experience criteria):		
Bidder Experience:		
Client Organization Name:		
Client Organization Contact Person for fact verification only, if required.		
Name:		
E-mail Address:		
Phone number:		

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	
Must be delivered in the Construction Management or Design Build Method			
Must be greater than or equal to \$5,000,000			
One project must have a Certificate of Completion issued later than December 31, 2010			
If both projects not completed, the other project must be ongoing.			

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	
Demonstrate experience overseeing a heritage masonry project with a heritage masonry component with a value greater than or equal to \$3M before taxes.			
Demonstrate experience in providing constructability advice throughout the project.			

2.2 Experience of Personnel of the Bidder

Complete table 2.2.1 below and provide a 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.

Required Resource	Minimum years of experience	Minimum Qualifications	Name of individual	Meets Yes/No
Construction Manager (Project Manager)	- 3 years of experience in providing advisory services as a Construction Manager	- previous experience on heritage masonry project (heritage masonry component with a value greater than or equal to \$3M before taxes)		
Site Superintendent	- 5 years of experience as a Site Superintendent	- previous experience on heritage masonry project (heritage masonry component with a value greater than or equal to \$3M before taxes)		
Scheduler	- 3 years of experience as a Scheduler for construction projects	- previous experience using MS Project		

SRE 3 PRICE EVALUATION

The Financial Bid envelopes (envelope two) of all responsive Bids will be opened upon completion of the technical submission evaluation.

As per the **BID AND ACCEPTANCE FORM**, the TOTAL BID AMOUNT identified in section **BA03** will be used to establish the bidder's Bid Price.

SRE 4 BASIS OF SELECTION

The Bidder whose responsive Bid achieves the lowest Bid Price will be awarded the contract.

Solicitation No. - N° de l'invitation
EP783-162280/A

Amd. No. - N° de la modif.
N/A

Buyer ID - Id de l'acheteur
FP003

Client Ref. No. - N° de réf. du client
20162280

File No. - N° du dossier
FP003 EP783-162280

Project No. - No. du projet
R.074138.001

BID AND ACCEPTANCE FORM (BA) (5 pages)

BA01 IDENTIFICATION

Construction Manager
Canada's Four Corners Full Envelope Rehabilitation Project
93 Sparks St., Ottawa, Ontario

Solicitation Number: EP783-162280/A

Project Number: R.074138.250

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Contact Name: _____

Telephone: _____ E-mail: _____ PBN: _____

BA03 THE PROPOSAL

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

CONTRACT

Service	Applicable Terms of Reference	Fixed Monthly Fee (A)	Estimated Duration (B)	Extended Total (A x B)
Pre-Construction	Section 4.2	\$	2 months	\$
Construction	Section 4.3	\$	14 months	\$
Post-Construction	Section 4.4	\$	2 months	\$
Sub-total				\$ (a)

Service	Applicable Terms of Reference	Firm Rate (C)	Construction Value (D)	Fee (C x D)
Construction	Section 4.3	%	\$5,000,000	\$ (b)

Solicitation No. - N° de l'invitation
EP783-162280/A

Amd. No. - N° de la modif.
N/A

Buyer ID - Id de l'acheteur
FP003

Client Ref. No. - N° de réf. du client
20162280

File No. - N° du dossier
FP003 EP783-162280

Project No.- No. du projet
R.074138.001

1. Optional services to be performed for the same monthly fees and % fee as the base contract. See SC10 Optional Services and Construction
2. The Contractor is to hold the fixed monthly fee for any delays in any phase for up to 3 months. The fixed monthly fee would be subject to negotiation for any phase which is delayed beyond 3 months.

TOTAL BID AMOUNT represents the sum of items (a) + (b) **above**, all excluding applicable taxes.

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

BA04 BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of sixty (60) 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 the amount bid for item **BA03 Total Bid Amount + \$5,000,000**.

At the sole discretion of Canada, the option to proceed with Optional Work Services and Construction may be exercised in accordance with SC10, at which time the Contract Value would be amended to add additional fees and construction cost.

BA06 CONSTRUCTION TIME

The full scope of work must be completed within 18 months after contract award. Optional Work (if exercised) is to be completed by April 30, 2019.

BA07 BID SECURITY

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

BA06 SIGNATURE

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

Signature

Date

ANNEX A- BASIS OF PAYMENT

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

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

2. Construction Manager's Fee

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

(a) Fixed Monthly Fee

The fixed monthly fee will be paid in equal monthly installments in arrears over the Term of the Contract. The fixed monthly fee will constitute reimbursement for Services provided by the Contractor's staff as specified in detail in the Terms of Reference. All Required Services specified in the Terms of Reference must be included in and covered by the Fixed Monthly Fee portion of the contract.

The fixed monthly fee will include:

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

(b) Percent Construction Fee

The percent construction fee includes:

- (i) The Contractor's percentage mark-up for overhead, profit and general administration costs that are not included in ii (below).
- (ii) The construction, maintenance, operation and/or rental fee(s) of site field office(s) as required, 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 A: Basis of Payment, Item 2 (a) Fixed Monthly Fee, Item 3 Construction Costs and Item 4 Allowable Disbursements must 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.

3. Construction Costs

- (a) Determination of Construction Cost will be in accordance with SC05 Construction Costs and will be reimbursed in accordance with GC5 - Terms of Payment. Construction Costs will include:
 - (i) The actual, reasonable and direct costs of subcontracts;
 - (ii) The actual, reasonable and direct costs incurred by the Contractor, as previously agreed to by Canada 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) As-built drawings, maintenance manuals and all other documents required to be provided prior to certification of Substantial Performance,
 - (E) Independent inspection and testing services other than those described in the construction documents;
 - (F) Temporary services, O & M Manuals, as-builts and engineering drawings;
 - (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 construction documents;
 - (O) Removal and disposal of waste products and debris.
- (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 must be borne by the Contractor.

4. Site Labour Costs_(allowance is included within Estimated Construction Cost)

The Contractor must 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 Division1 which received prior approval from the Departmental Representative (DR). Site labour costs that have been authorized by the DR 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.

5. Allowable Disbursements

- (a) 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:
- (i) The cost of the Contractor's insurance and bonding.
 - (ii) Fees, levies, permits, costs and charges levied by authorities having jurisdiction at the Site.

Solicitation No. - N° de l'invitation
EP783-162280/A

Amd. No. - N° de la modif.
N/A

Buyer ID - Id de l'acheteur
FP003

Client Ref. No. - N° de réf. du client
20162280

File No. - N° du dossier
FP003 EP783-162280

Project No.- No. du projet
R.074138.001

ANNEX B- TERMS OF REFERENCE

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

Terms of Reference

Canada's Four Corners Full Envelope Rehabilitation

2016-08-30

Terms of Reference as part of a Request for Proposal for Construction Management
services for the Canada's Four Corners Full Envelope Rehabilitation

TABLE OF CONTENTS

1	DESCRIPTION OF PROJECT.....	6
1.1	SCOPE OF CONTRACT	6
1.1.1	PROJECT INFORMATION.....	6
1.1.2	BACKGROUND INFORMATION	7
1.1.3	HERITAGE VALUES AND BACKGROUND.....	7
1.2	OVERVIEW OF CONSTRUCTION ACTIVITIES	8
1.2.1	CONSTRUCTION ACTIVITIES.....	8
1.2.2	OPTIONAL SERVICES CONSTRUCTION ACTIVITIES.....	8
1.2.3	IMPLEMENTATION STRATEGY	9
1.3	ESTIMATED CONSTRUCTION COST.....	10
1.4	SCHEDULE.....	11
1.5	PROJECT OBJECTIVES	11
1.5.1	OBJECTIVE 1: PROJECT DELIVERY	11
1.5.2	OBJECTIVE 2: HEALTH AND SAFETY	12
1.5.3	OBJECTIVE 3: PROTECTING HERITAGE VALUE.....	12
1.5.4	OBJECTIVE 4: MANAGE RISK WITHIN THE CONTEXT OF A HERITAGE PLACE.....	12
1.6	CONSTRAINTS AND CHALLENGES	13
2	ROLES AND RESPONSIBILITIES	14
2.1	GENERAL.....	14
2.2	CONSTRUCTION MANAGER	14
2.3	CONSULTANTS.....	15
2.4	PUBLIC WORKS AND GOVERNMENT SERVICES CANADA	15
2.4.1	THE DEPARTMENTAL REPRESENTATIVE	15
2.4.2	PWGSC TECHNICAL AND QUALITY ASSURANCE RESOURCES....	16
2.4.3	PWGSC COMMISSIONING MANAGER.....	16
2.4.4	PWGSC CONTRACTING AUTHORITY	16
2.4.5	COMMUNICATIONS ADVISOR.....	17
2.4.6	PWGSC PROPERTY AND FACILITIES MANAGER	17
2.4.7	PROJECT MANAGEMENT CONSULTANTS ENGAGED BY PWGSC	17
2.4.8	PWGSC ENVIRONMENTAL CONSULTANT	17
2.4.9	GEOTECHNICAL ENGINEERING CONSULTANT	18
2.4.10	CLIENT DEPARTMENT	18
2.5	AUTHORITIES HAVING JURISDICTION	18
2.5.1	FEDERAL AUTHORITIES HAVING JURSDICTION.....	18
2.5.2	PROVINCIAL, MUNICIPAL AND OTHER AUTHORITIES HAVING JURISDICTION	19
2.5.3	PROVINCIAL ACTS, REGULATIONS, STANDARDS AND INSPECTIONS	20
3	PROJECT ADMINISTRATION.....	21
3.1	SUBMISSIONS TO PWGSC	21

3.2	ELECTRONIC COMMUNICATIONS.....	21
3.3	LINES OF COMMUNICATION	21
3.4	MEDIA RELATIONS	21
3.5	PUBLIC RELATIONS	22
4	CONSTRUCTION MANAGEMENT REQUIRED SERVICES.....	23
4.1.1	GENERAL REQUIREMENTS	23
4.1.2	PROJECT RESPONSE TIME.....	24
4.1.3	SAFEGUARDING OF MATERIALS AND EXISTING CONDITIONS... ..	24
4.1.4	KEY PERSONNEL	24
4.1.5	WORKSHOPS.....	25
4.2	PRE-CONSTRUCTION SERVICES	26
4.2.1	COST SERVICES	26
4.2.2	TIME SERVICES.....	29
4.2.3	RISK MANAGEMENT SERVICES.....	31
4.2.4	QUALITY CONTROL AND QUALITY ASSURANCE.....	31
4.2.5	SITE HEALTH AND SAFETY PLANNING AND IMPLEMENTATION	32
4.2.6	CONSTRUCTION TRAFFIC MANAGEMENT	35
4.2.7	REPORTING AND PROJECT SITE DOCUMENTS	35
4.2.8	PROJECT ADMINISTRATION	37
4.2.9	MEETINGS	37
4.2.10	REVIEW OF DESIGN AND CONSTRUCTION DOCUMENTS.....	39
4.2.11	CONSTRUCTION IMPLEMENTATION PLAN	39
4.2.12	TENDERING THE WORK.....	40
4.3	CONSTRUCTION SERVICES.....	43
4.3.1	GENERAL.....	43
4.3.2	CONSTRUCTION MEETINGS	43
4.3.3	CONSTRUCTION MONITORING	44
4.3.4	SUBCONTRACTOR'S CHANGES (NOTICES AND ORDERS).....	45
4.3.5	CONSTRUCTION WORK	46
4.3.6	QUALITY CONTROL & QUALITY ASSURANCE	46
4.3.7	AS BUILT DOCUMENTS.....	47
4.3.8	SHOP DRAWINGS.....	47
4.3.9	PERMITS AND APPROVALS.....	48
4.3.10	SITE REVIEWS	48
4.3.11	SUSTAINABILITY AND ENVIRONMENTAL	49
4.3.12	WASTE MANAGEMENT	49
4.3.13	PROJECT SITE OFFICE	50
4.3.14	COMMISSIONING.....	50
4.3.15	ANTICIPATED SITE SHUTDOWNS.....	52
4.3.16	FIRE SAFETY REQUIREMENTS	53
4.3.17	HAZARDOUS MATERIALS	54
4.3.18	INTERACTIVE OPERATIONS AND MAINTENANCE (O&M) MANUALS.....	54
4.3.19	GUARANTEES AND WARRANTIES	55
4.3.20	CONSTRUCTION CLEANING	55
4.3.21	SITE SECURITY.....	56

4.3.22	NOISE, VIBRATION, ODOURS AND DELIVERIES.....	57
4.3.23	COORDINATION OF CONTRACTORS HIRED DIRECTLY BY PWGSC	57
4.4	POST-CONSTRUCTION SERVICES.....	57
5	OPTIONAL SERVICES.....	58
5.1.1	GENERAL REQUIREMENTS	58
5.1.2	PROJECT RESPONSE TIME.....	58
5.1.3	SAFEGUARDING OF MATERIALS AND EXISTING CONDITIONS...	58
5.1.4	KEY PERSONNEL	58
5.1.5	WORKSHOPS.....	59
5.2	PRE-CONSTRUCTION SERVICES	59
5.2.1	COST SERVICES	59
5.2.2	TIME SERVICES.....	59
5.2.3	RISK MANAGEMENT SERVICES.....	60
5.2.4	QUALITY CONTROL AND QUALITY ASSURANCE.....	60
5.2.5	SITE AND HEALTH AND SAFETY PLANNING AND IMPLEMENTATION.....	60
5.2.6	CONSTRUCTION TRAFFIC MANAGEMENT	60
5.2.7	REPORTING AND PROJECT SITE DOCUMENTS	61
5.2.8	PROJECT ADMINISTRATION	61
5.2.9	MEETINGS	61
5.2.10	REVIEW OF DESIGN AND CONSTRUCTION DOCUMENTS.....	61
5.2.11	CONSTRUCTION IMPLEMENTATION PLAN	62
5.2.12	TENDERING THE WORK.....	62
5.3	CONSTRUCTION SERVICES.....	62
5.3.1	GENERAL.....	62
5.3.2	CONSTRUCTION MEETINGS	63
5.3.3	CONSTRUCTION MONITORING.....	63
5.3.4	SUBCONTRACTOR'S CHANGES (NOTICES AND ORDERS).....	63
5.3.5	CONSTRUCTION WORK	63
5.3.6	QUALITY CONTROL & QUALITY ASSURANCE	63
5.3.7	AS-BUILT DOCUMENTS	63
5.3.8	SHOP DRAWINGS.....	63
5.3.9	PERMITS AND APPROVALS.....	63
5.3.10	SITE REVIEWS	63
5.3.11	SUSTAINABILITY AND ENVIRONMENTAL	63
5.3.12	WASTE MANAGEMENT	63
5.3.13	PROJECT SITE OFFICE	64
5.3.14	COMMISSIONING.....	64
5.3.15	ANTICIPATED SITE SHUTDOWNS.....	64
5.3.16	FIRE SAFETY REQUIREMENTS.....	64
5.3.17	HAZARDOUS MATERIALS.....	64
5.3.18	INTERACTIVE OPERATIONS AND MAINTENANCE (o&m) MANUALS.....	64
5.3.19	GUARANTEES AND WARRANTIES	64
5.3.20	CONSTRUCTION CLEANING	64

5.3.21	SITE SECURITY.....	64
5.3.22	NOISE, VIBRATION, ODOURS AND DELIVERIES.....	65
5.3.23	COORDINATION OF CONTRACTORS HIRED DIRECTLY BY pwgsc	65
5.4	POST-CONSTRUCTION SERVICES.....	65

1 DESCRIPTION OF PROJECT

1.1 SCOPE OF CONTRACT

Public Works and Government Services Canada (PWGSC) is rehabilitating the Canada's Four Corners Building located at 93 Sparks Street on the northwest corner of Sparks and Metcalfe Streets in downtown Ottawa.

A Construction Manager (CM) will be engaged to ensure the Project is delivered on schedule, within the construction estimate, and to the level of quality required for a building of this stature.

The scope of this Contract is for Pre-Construction Services, Construction Services and Post-Construction Services. This Contract is comprised of two parts: the Contract and Optional Services, the latter of which may be exercised at the sole discretion of PWGSC.

Construction is defined as the work required to deliver a complete project. The CM will initially be contracted to undertake the management of the construction activities required to rehabilitate the exterior envelope of the building as described in the attached construction documents. The exterior facade work includes the Sparks Street and Metcalfe Street elevations of the building only. The exterior Work includes site work, masonry, masonry cleaning, windows and doors, roof and minor interior work required to facilitate exterior work. Refer to Section 1.2.1 for further detail.

Concurrently, PWGSC intends to engage a Design Consultant, unique from the consultant that is responsible for the exterior envelope work, to prepare a comprehensive feasibility study on both the Canada's Four Corners and Marshall Buildings. The CM will provide minor Construction Services for testing and investigative openings in support of this Feasibility Study.

Following PWGSC's analysis of the results from the Feasibility Study, PWGSC may decide to exercise the Optional Services portion of this Contract. The scope of the Optional Services will include Pre-Construction, Construction and Post-Construction Services. Refer to Section 1.2.2 for a complete list of work that may be included in the Optional Services.

1.1.1 PROJECT INFORMATION

Location of the Project:	93 Sparks Street, Ottawa, ON, Canada
PWGSC Project Number:	R.074138.001
Client:	PWGSC, Parliamentary Precinct Branch
Departmental Representative:	PPB to identify
Contracting Authority:	Real Property Contracting Directorate (RPCD)

1.1.2 BACKGROUND INFORMATION

The Canada's Four Corners Building was built in 1870-71. It is a four-storey building, with one basement level. Its facade consists of Nepean sandstone, with dressed Ohio (Berea) sandstone detailing on the second and third floors and Indiana limestone on the ground floor. The structure consists of load bearing masonry walls, as well as metal beams and columns at the ground floor level supporting timber floor construction. The foundation consists of limestone rubble walls.

The building is currently unoccupied due to concerns related to the structural integrity of the eastern masonry wall, (refer to consultant letters provided in Appendix D). The building will remain unoccupied throughout the scope of this contract.

Until recently, the building had a dual purpose with a retail establishment on the ground floor and office accommodations on the three upper floors. The rehabilitated building will continue to serve this dual purpose for the foreseeable future. The building is in a prominent location, at the corner of Sparks Street and Metcalfe Street, near Parliament Hill.

The building was designated as a 'Recognized' Federal Heritage Building by the Federal Heritage Buildings Review Office (FHBRO) because it is one of the best examples of the development of the community and because of its good craftsmanship, its reinforcing influence on the present character of the area and its landmark value.

The Parliamentary Precinct Branch (PPB) has identified the need for a comprehensive rehabilitation of the Canada's Four Corners Building East and South envelopes. By undertaking this project, it has the opportunity to mitigate health and safety risks associated with the deteriorated condition of the exterior envelope; improve the overall seismic resistance in the exterior masonry; and, protect the heritage fabric of the building.

1.1.3 HERITAGE VALUES AND BACKGROUND

The *Treasury Board Guide to the Management of Real Property* places protection of the heritage character of federal buildings on an equal footing with other considerations related to real property management and it is within this policy that departmental obligations and responsibilities are defined.

Canada's Four Corners is a 'Recognized' Federal Heritage Building, and as such, all work must be done in accordance with the *Standards and Guidelines for the Conservation of Historic Places in Canada*, and conservation advice sought accordingly. FHBRO describes the heritage and character-defining values of the building on their website: <http://www.pc.gc.ca/apps/dfhd/page_fhbros_eng.aspx?id=2556>

1.2 OVERVIEW OF CONSTRUCTION ACTIVITIES

1.2.1 CONSTRUCTION ACTIVITIES

The construction sub-contracts will be held and administered by the CM and will include the following work:

- a) **Site work:** Site work includes foundation excavation and reinstatement to allow access to masonry below grade; reinstatement of ground services to match existing grade; reinstatement of existing drainage and sewers, sidewalks and other landscaping elements that are impacted by the project, exterior building facade lighting and installation of bird deterrent system.
- b) **Masonry:** Complete masonry rehabilitation and conservation of all masonry elements on the South and East building facades. It is planned for the East masonry façade to be completely dismantled.
- c) **Masonry Cleaning:** The scope of work will include the cleaning of all exterior surfaces and masonry on the East and South building facades.
- d) **Windows and doors:** Removal, restoration and/or rehabilitation on all exterior windows and doors.
- e) **Roof:** Roofing scope includes the rehabilitation and renovation of the fourth floor mansard copper roof.
- f) **Interior Work required to facilitate exterior work:** In the interior spaces, the scope of work includes the protection of related interior offices, walls, windows and mouldings (plaster, drywall, wood) during the work, and the repair and painting of related interior elements. Other interior work will include: Mechanical and Electrical system adjustments, where affected by the exterior facade work, and the repair/reinstatement of interior spaces following construction in each area.
- g) **Common Division 1 work:** Throughout the entire Contract there will be some elements of Division 1 work which are common to all construction sub-phases. These elements may include construction site hoarding, and lay down area coordination, site maintenance activities, temporary site lighting and power, site vehicular traffic management, site pedestrian traffic management, site construction signage, construction site security including site security personnel, and other associated works.
- h) **Testing and Investigations:** Exploratory openings will be required to verify and confirm findings for the Feasibility Study.

1.2.2 OPTIONAL SERVICES CONSTRUCTION ACTIVITIES

While the construction work on the exterior envelope as described in Section 1.2.1 is underway, PWGSC, through a separate consultant, unique from the exterior envelope consultants, will be preparing the construction documents for Optional Services within the building. PWGSC, at their sole discretion, may approve to undertake the work

associated with one, some or all of the Optional Services listed below. The Optional Services work may include the following:

- a) Mechanical upgrades, (including heating and cooling pumps, replacement of piping, replacement of HVAC terminal and air handling units, pumps and HVAC rooftop units, replace Direct Digital Controls system, heating and cooling piping and plumbing fixtures);
- b) Renovations, (including demolition & abatement, stair modification, construction of a new washroom, energy retrofit, skylight replacement);
- c) Fire Protection Systems Upgrade, (installation of a fire booster pump, fire proofing the basement, fire alarm replacement);
- d) Elevator replacement;
- e) Marshall building roof replacement.

1.2.3 IMPLEMENTATION STRATEGY

Construction will be performed using a phased approach with progressive release of work packages.

Construction must start as soon as possible. Immediately after contract award, the CM shall work closely with the Environmental Consultants and Design Consultants to establish the Master Construction Schedule and Tender Package Schedule as well as the temporary services requirements. This includes any requirements to isolate or close off mechanical and electrical services to ensure that the space is safe for demolition and abatement.

By the time the CM Contract is awarded, the Scaffolding package will have already been tendered and the contract awarded by PWGSC for novation to the CM. (Refer to Section 1.2.3.1 for further detail). It is anticipated that all construction packages for the exterior envelope portion of the contract will be ready for tender as well.

The construction documents for the Optional Services work will be produced iteratively by the Design Consultant. While the design development phase is taking place certain aspects of the project will be accelerated. Construction documents will be produced for those specific areas that do not require a fully completed design package to start work on them. Consequently, the construction documents for the foregoing work will be developed tender ready to allow construction to continue.

To optimize the construction schedule, the Design Consultants will sequentially release construction document packages to the CM for tender. The Design Consultant will be responsible for preparing the tender-ready construction documents, while the CM shall be responsible for tendering the work. For the exterior envelope work the CM can expect to receive approximately 10 packages from the Design Consultant.

Multiple additional secondary work packages may be required as determined by the CM in consultation with the Design Consultants to best meet project phasing requirements.

A detailed sequence of construction activities including both the envelope construction activities and the construction activities associated with the optional work must be developed by the CM as part of the design development process.

1.2.3.1 NOVATION OF SCAFFOLDING CONTRACT

PWGSC under separate contract has leased and constructed scaffolding on the east and south facades of the Four Corners building. PWGSC intends to novate this contract to the CM as part of the Division 1 requirements for the contract. The CM shall inspect and certify the scaffolding once they have taken ownership of the site.

1.3 ESTIMATED CONSTRUCTION COST

An indicative estimate for the construction work associated with the exterior envelope portion of the Work (including site, foundations, masonry, windows and doors, roof and minor interior works) is broken down as follows:

Construction Cost Summary:	
New Construction	\$3,815,600
Site Development	\$50,000
Demolitions	\$186,400
General Requirements & Fee	\$497,200
Design & Pricing Allowance	\$545,900
TOTAL:	\$5,095,100

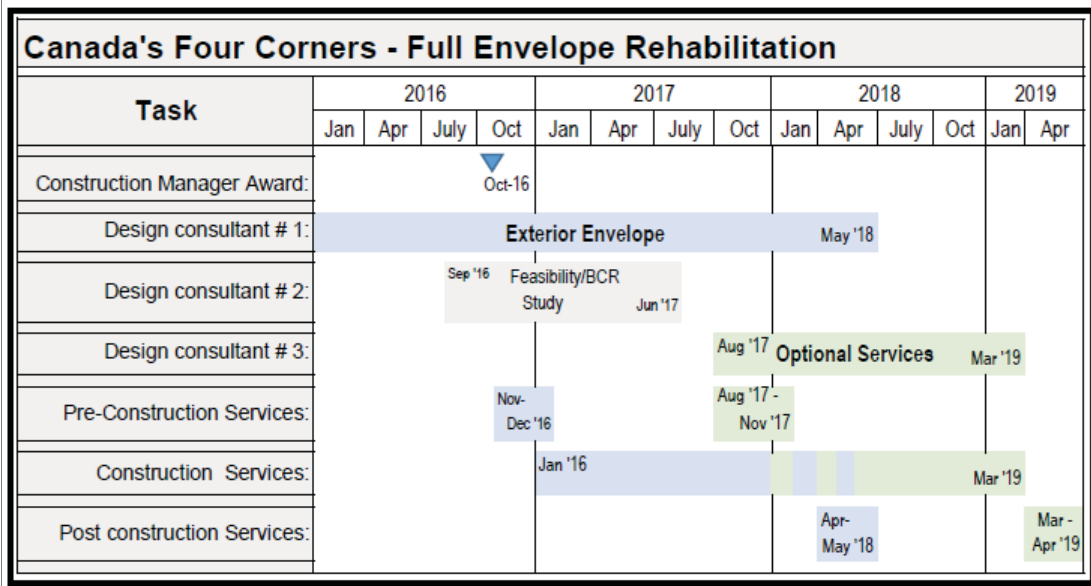
An indicative estimate for the construction work associated with the optional portion of the Work is broken down as follows: Construction Cost Summary:	
Mechanical upgrades	\$1,000,000.00
Interior renovations	\$975,000.00
Fire Protection upgrades	\$1,200,000.00
Elevator Replacement	\$415,000.00
Roof Replacement	\$400,000.00
TOTAL:	\$3,990,000.00

1.4 SCHEDULE

The CM must work closely with PWGSC and the Design Consultants to maintain and optimize the durations set out in this schedule.

In order to achieve and optimize the schedule, the CM is both encouraged and expected to schedule work in double shifts during the Construction Services phase of the Exterior Envelope portion of the project. The CM should plan to hire the necessary personnel in order to achieve this optimized schedule.

The following schedule represents PWGSC's estimates of the duration of project stages at the time this document was created, and timelines may deviate as the project progresses.



1.5 PROJECT OBJECTIVES

1.5.1 OBJECTIVE 1: PROJECT DELIVERY

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

- Maintain the project schedule, budget and costs;

- b) Maintain a cohesive functional partnership and open communication between all members of the Project Team and stakeholders throughout all phases of the project life;
- c) Conduct rigorous quality assurance reviews during the design and construction phases;
- d) Provide timely response to address any issues that occur;
- e) Maintain continuity of key personnel and expertise working in a dedicated team for the project life; and,
- f) Maintain an on-site presence for the duration of construction.

1.5.2 OBJECTIVE 2: HEALTH AND SAFETY

The objective is to mitigate health and safety risks associated with the deteriorated condition of the East and South facades of the Canada Four Corners building. Health and safety is one of the driving factors in the fast-tracking of this project.

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

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

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

1.5.3 OBJECTIVE 3: PROTECTING HERITAGE VALUE

PWGSC expects the CM to maintain a high level of understanding and sensitivity to the protection of the heritage value of the Canada Four Corners building based upon recognized, internationally accepted principles and practices for the conservation of heritage assets. This project will be developed with a conservation approach specific to the scope of work for the project and the historic designation of the heritage asset. The framework for developing a conservation approach is outlined in the 'Standards and Guidelines for the Conservation of Historic Places in Canada,' (2nd edition). The 'Standards' can be found at the following link :

<http://www.historicplaces.ca/en/pages/standards-normes.aspx>.

1.5.4 OBJECTIVE 4: MANAGE RISK WITHIN THE CONTEXT OF A HERITAGE PLACE

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

1.6 CONSTRAINTS AND CHALLENGES

The site work carried out with this rehabilitation project will include various constraints and challenges; such as:

- a) The Canada's Four Corners building is located at the corner of Sparks Street and Metcalfe Street in downtown Ottawa. This location is very prominent and located close to Parliament Hill. Sparks Street is a major tourist destination and commercial district, with often heavy pedestrian traffic. Many tourist activities and events take place on Sparks Street or near the building throughout the year.
- b) Pedestrian and vehicular traffic on Sparks Street and Metcalfe Street cannot be obstructed by the CM;
 - i. If traffic must be temporarily obstructed in order to conduct work, permission must be requested and coordinated with PWGSC, the City of Ottawa and the Sparks Street Mall Authority 10 working days in advance.
 - ii. Temporary road closures will only occur on the weekends.
- c) The project is highly visible with many stakeholders: PWGSC, National Capital Commission, City of Ottawa, FHBRO, Sparks Street Mall Authority and the general public.
- d) Protection of heritage fabric must be ensured by the CM.
- e) All material deliveries are required to be scheduled between the hours of 6AM – 8AM and 6PM – 7PM.
- f) A fire lane measuring at least 5m wide (5000mm) will be maintained at all times between the Canada Four Corners construction site and that of 106 – 116 Sparks Street on the opposite side of the street.
- g) Site grading and underground work must not disrupt operation of any underground power lines, sprinkler pipelines, gas lines, water services, electrical conduits for the exterior lighting and sidewalk and communications conduits.
- h) Access and Egress: The building is situated on a site with no parking spots and no loading dock.

2 ROLES AND RESPONSIBILITIES

2.1 GENERAL

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

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

2.2 CONSTRUCTION MANAGER

The Construction Manager leads the construction team, which is comprised of its own workforce and all construction sub-trades retained by the CM. Note that the Consultants will be responsible for preparing tender-ready construction documents, while the CM shall be responsible for assembling and issuing targeted tender packages based on these construction documents. Tendering and award of the multiple construction trade packages is the responsibility of the CM.

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

The CM formally reports to the DR in 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 Services and Work described in this Terms of Reference (ToR). The CM shall coordinate and cooperate with all members of the Project team.

The CM is responsible for:

- a) Providing all necessary personnel to perform duties for the Project, either by assignment of CM qualified staff or by engagement of services contracted directly to the CM.

- b) Ensure continuity of key personnel and maintain a dedicated working team in accordance with their proposal for the life of this project.
- c) Have an in-depth understanding of the project requirements, including scope, budget, and schedule objectives and all their obligations as described in this ToR.
- d) Work constructively to ensure a collaborative and cooperative team approach with knowledgeable and timely input and contribution by all project team members.
- e) In cooperation with the Design Consultant(s), ensure at all times the design solution and construction is maintained within the accepted cost objectives of the project.
- f) In cooperation with the Design Consultant(s), ensure at all times the design solution and construction, can, and is, undertaken within the fixed schedule objectives of the project.
- g) Organize ongoing coordination meetings and interference meetings with team members.
- h) Perform the services described in Section 4.

2.3 CONSULTANTS

The CM will have to coordinate with various consultants throughout the course of this Contract. By the time the CM contract is awarded, Design Consultants will have already been hired and be working on producing construction documents for work related to the exterior envelope portion of the Contract. Separate consultant(s) will be hired to undertake the Building Condition Report (BCR) and Feasibility Study portion of the Contract, following which, a third set of Consultant(s) may be hired to undertake the Optional Services portion of the Contract.

2.4 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

PWGSC administers the project on behalf of Canada and exercises continuing oversight and approval over the project during all phases of development.

2.4.1 THE DEPARTMENTAL REPRESENTATIVE

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

The DR:

- a) Is engaged directly on the project and is responsible for its progress.
- b) Liaises with the Stakeholders and PWGSC, obtains their requirements, and conveys these requirements to the Design Consultants and to the CM.
- c) Is the technical authority for this contract.
- d) Is the official conduit for the exchange of information between the CM, PWGSC, the EC, Design Consultants and all stakeholders.

- e) Coordinates the approvals of all design and Contract Documents, and conveys approval or disapproval to the CM.
- f) Liaises with the Contracting Authority.

2.4.2 PWGSC TECHNICAL AND QUALITY ASSURANCE RESOURCES

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

Compliance with the current edition of the National Building Code of Canada and other regulations will remain fully the responsibility of the Design Consultants.

The PWGSC Technical and Quality Assurance Team will participate regularly in design phases and will review Construction Documents. During construction, the technical resources may attend Construction Management meetings and field review on an ad hoc basis to advise the PWGSC DR.

2.4.3 PWGSC COMMISSIONING MANAGER

The PWGSC Commissioning Manager represents the PWGSC DR and will work with the Design Consultants and the CM to plan and review the implementation of the commissioning of the Work.

Throughout the project, the CM shall work closely with the PWGSC Commissioning Manager. Reporting to the PWGSC DR, the Commissioning Manager will review and approve all documentation at all stages of the project delivery and will monitor all commissioning activities, including the accuracy of reported results and manuals produced by the Design Consultants and CM. CM and CM commissioning agent responsibilities are defined in Section 4.3.14.

2.4.4 PWGSC CONTRACTING AUTHORITY

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

2.4.5 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.

2.4.6 PWGSC PROPERTY AND FACILITIES MANAGER

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

The PFM is responsible for coordinating and managing all of the maintenance associated with the Canada Four Corners building. This includes janitorial duties, elevator maintenance and the building's systems.

2.4.7 PROJECT MANAGEMENT CONSULTANTS ENGAGED BY PWGSC

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

- a) Project Management
- b) Project Scheduling
- c) 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 consultant will be directly involved in the day-to-day management of this project.

2.4.8 PWGSC ENVIRONMENTAL CONSULTANT

PWGSC will retain the services of an Environmental Consultant (EC), separate from the Design Consultants, for all services related to the design and monitoring of all abatement work, and for the development and management of the Construction, Renovation and Demolition (CRD) Waste Management Program. The EC is responsible for:

- a) Designing the abatement tender packages related to demolition.
- b) Air monitoring and testing during construction.
- c) Development and management of the Waste Management Program, which includes the following elements: Waste Audits, Waste Reduction Workplan, Cost/Revenue Analysis Workplan, Waste Source Separation Program and Waste Diversion Report. This also includes training of CM employees and subcontractors on the CRD Waste Management Program.

2.4.9 GEOTECHNICAL ENGINEERING CONSULTANT

PWGSC has engaged an external Geotechnical Engineering Consultant. Their scope of work will include geotechnical analysis and vibration monitoring of the East elevation masonry wall.

2.4.10 CLIENT DEPARTMENT

The building is vacant. The building's owner is PWGSC, who will be granted access when requested in order to perform regularly scheduled maintenance duties.

The Canada's Four Corners building is connected to the Marshall Building on the Northern side of the building. The two upper floors of the Marshall Building are vacant while the main and second floors are occupied by the Capital Information Kiosk (Ottawa Tourist Information Centre), operated by the National Capital Commission (NCC). The second floor of the Marshall building uses the shared stairwell between the two buildings as a secondary emergency exit, which must remain free of obstructions throughout the course of this project.

2.5 AUTHORITIES HAVING JURISDICTION

The authorities listed in Sections 2.5.1 and 2.5.2 shall be responsible for:

- a) Functional issues on the project related to their respective organizations;
- b) Have input on functional and operational design requirements;
- c) Provide assurance that their program requirements are thoroughly understood by all.

The Federal government is not formally subject to jurisdictions at other levels of government; however voluntary compliance with the requirements of these other Authorities is a requirement.

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

The CM, with the assistance of the DR and the Design Consultants, will identify any other Authorities having jurisdiction appropriate to the project.

2.5.1 FEDERAL AUTHORITIES HAVING JURSDICTION

This is a high profile project requiring a significant investment of public funds. As such, project reviews will be rigorous.

The DR as well as the authorities identified below will review work in progress and require submissions for approval throughout the course of the project. The following are authorities having federal government jurisdiction over the project:

Authority	Federal Government Jurisdiction
-----------	---------------------------------

Public Works and Government Services Canada	Project expenditure authority and contract approvals within departmental authority Code compliance for fire prevention and life safety as delegated by Treasury Board
National Capital Commission (NCC)	Federal Design and Land Use Approval for site, landscape, hoarding, building design
Federal Heritage Building Review Building Office (FHBRO)	Approval to ensure design is implemented within established heritage conservation guidelines
Environment Canada	Environmental Compliance Management Program (ECMP)

2.5.2 PROVINCIAL, MUNICIPAL AND OTHER AUTHORITIES HAVING JURISDICTION

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

	Occupancy Permit
Electrical Safety Authority (ESA)	Electrical Permits and Inspection

In addition to the authorities and regulations stated above, the CM must adhere to any other required authorities as directed by DR in spirit of voluntary compliance.

2.5.3 PROVINCIAL ACTS, REGULATIONS, STANDARDS AND INSPECTIONS

Unless directed otherwise by the DR, the CM shall adhere to the following regulations, standards and inspections:

- a) Adhere to all applicable Ontario Construction Health and Safety Acts and Regulations in addition to the related Canada Occupational Safety and Health Regulations
- b) Adhere to the requirements of the Province of Ontario for:
 - i. Employment Standards
 - ii. Construction Safety
 - iii. Designated Substance Management
 - iv. Workers Compensation
- c) Adhere to the requirements of the governing authority for:
 - i. Building Discharges into the air, water and ground
 - ii. Disposal of Designated Substances including Asbestos
- d) Adhere to Municipal By-laws, Regulations, Standards and Inspections
- e) Obtain and pay for all permits and approvals necessary for the work, including, but not limited to, Building, Electrical, and Plumbing Permits. The Design Consultants will be responsible for applying for permit including preparing all supporting documentation. The cost of building permits will be reimbursed by PWGSC through the project disbursements.
- f) Resolve all Building Permit related issues, with support from the Design Consultants as may be required.
- g) Provide fire safety equipment and access for fire-fighting services, as required by the city.
- h) If required, apply for an Occupancy Permit and co-ordinate the resolution of all outstanding issues related to obtaining the permit.
- i) 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.
- j) Adhere to any other required authorities as directed by DR in spirit of voluntary compliance.

3 PROJECT ADMINISTRATION

3.1 SUBMISSIONS TO PWGSC

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

3.2 ELECTRONIC COMMUNICATIONS

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

Acceptable software is:

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

3.3 LINES OF COMMUNICATION

Distribute all correspondence related to this project as directed by the DR. Do not correspond directly with the other project stakeholders unless directed by the DR. Develop a communications protocol to be approved by the DR and incorporate into the Project delivery. All communications must carry the Contract name/number, PWGSC Project title and PWGSC Project number. The date format will be dd-mmm-yyyy, (ex: 29 May 2016).

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 to the DR immediately. Do not publish, or agree to have published, information on this Project or this Contract without the prior written approval of the DR.

3.5 PUBLIC RELATIONS

Because of the location and historical significance of this building, there may be a requirement to communicate the progress of construction. The CM shall be required to coordinate any communications activity on site for any communications staff or visitors working or visiting the construction site. The CM may engage a communication subcontractor only under direction of the DR. Fees associated with communications will be reimbursed to the CM as part of the disbursements to this Contract. Any subcontracts between the CM and a communications firm must provide for Canada's ownership in any copyright created or developed pursuant to said contracts.

4 CONSTRUCTION MANAGEMENT REQUIRED SERVICES

The Required Services identified herein are applicable to the entire scope of work associated with this project including exterior envelope rehabilitation work, optional work and common division 1 work.

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

4.1.1 GENERAL REQUIREMENTS

The CM as an expert in matters of construction will provide strategic construction management services to PWGSC and the Design Consultants throughout the implementation of the Work.

The CM shall provide the following Services to the Project team:

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

- I) At the request of the DR, provide review and advice on claims for a change in trade contract price, and provide written opinion of fairness and reasonableness of such claims.

4.1.2 PROJECT RESPONSE TIME

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

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

4.1.3 SAFEGUARDING OF MATERIALS AND EXISTING CONDITIONS

Various materials including a large painting and Sparks Street Mall Authority property are being stored within the Four Corner's building. These materials will be labeled and tagged by PWGSC and are to be safeguarded throughout the duration of the contract. The Sparks Street Mall Authority merchandise is to be re-installed during the final stage of the project.

In addition, interior doors and light fixtures, located in areas that will be affected by the Construction Work will need to be moved to other areas of the building where they can be safeguarded. The DR will instruct the CM as to where these materials shall be temporarily stored. All materials, finishes and fixtures are to be re-installed during the final stage of the Work.

By the time the CM contract is awarded, there will have already been vibration monitoring installed on the eastern exterior masonry wall of the building. There are 7 monitors in total. These monitors are not to be left in place until the Consultants and the DR direct the CM to remove them.

4.1.4 KEY PERSONNEL

The following Key Personnel shall form the core of the CM's team:

- a) Project Manager: This person will be the team leader for the CM and will coordinate all CM personnel in the delivery of services as outlined in these Terms of Reference.
- b) Site Supervisor: This person shall be required to provide construction experience advice associated with the Constructability reviews of the Design Consultants submissions, input on Risk Management, input on the Construction Implementation Plan, and other advice where direct construction experience is of value. The Site Supervisor must meet the definition of "Competent Person" as per the Occupational Health and Safety Act. Please refer to the following link for a complete definition: <<https://www.ontario.ca/laws/statute/90o01>>.

- c) Scheduler: This person will be primarily responsible to provide the "Time Services" outlined in these Terms of Reference, including providing advice where direct construction schedule experience is of value.
- d) Estimator: This person will be primarily responsible to provide the "Cost Services" outlined in these Terms of Reference, including providing advice where direct construction estimating experience is of value.

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

4.1.5WORKSHOPS

At various stages of the project, workshops shall be arranged by the DR. These workshops will be focused working sessions intended to address specific technical topics and design approaches, project implementation strategies, and/or particular project challenges. Attendance at these workshops/meetings will include the DR (and other PWGSC employees), CM, Design Consultants, key sub-consultants, and in some instances third party experts as invited by PWGSC. The CM should plan for a minimum of four (4) workshops dealing with Risk Management and Lessons Learned, spread throughout the course of the Contract.

- a) Risk Management Sessions: The CM shall participate in half day Risk Management sessions, which shall be held at approximately six (6) month intervals throughout the entire project life cycle. These will be half day sessions arranged and chaired by the DR.
- b) Lessons Learned Workshops: The CM shall participate in half day Lessons Learned Workshops, arranged and chaired by the DR. The Design Consultants will record all issues and lessons learned as well as prepare and distribute lessons learned documentation.

There will be Lessons Learned Workshops during both the Pre-Construction Services and Construction Services stages of the project.

- i. Pre-Construction Services Stage: During the design development phase of the project there will be Lessons Learned Workshops focused on incorporating lessons learned through screening and investigation activities conducted during the design stages.
- ii. Construction Services Stage: Construction will be executed in separate construction sub-phases, each with a unique set of construction documents. This will allow the lessons learned from each construction sub-phase to inform the subsequent construction document packages. The intent is to document lessons learned from issues realized during construction and use them to inform design and construction documents of future construction sub-phases.
- iii. At Project Completion: At completion of construction, there will be a final lessons learned workshop incorporating and updating all lessons learned throughout the entire project.

4.2 PRE-CONSTRUCTION SERVICES

Pre-Construction Services apply throughout the Contract and the Optional Services, unless otherwise specifically indicated.

Pre-Construction Services for the Exterior Envelope portion of the Work will be minor as by the time the CM contract is awarded, the Design Consultants will have 100% tender packages ready for the CM to review.

4.2.1 COST SERVICES

Cost control requirements are a major driver for the Canada's Four Corners project. Planning and controlling cost is a continuous interactive and iterative process involving planning, action, measurement, evaluations and revision.

The 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 including the CIQS Elemental Format and Trade Format estimating; 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 CM shall provide costing and cost control services for all aspects of the Project and Work through to completion of the Contract. These services shall include as a minimum:

- a) Complete and update estimates for each construction document package submission at 66%, 99% and 100%. Reconcile estimates with the final estimate prepared at Design Development by the Design Consultants, and report in writing any significant variances.
- b) Review the estimates prepared by the Consultants for each tender package issued and consolidate within overall construction estimate.
 - i. Submit monthly cost reports – (Refer to Section 4.2.1.2).
- c) Establish a cost control program and prepare and keep an updated projected schedule cash flow for the Project, based upon reconciled estimates. Update monthly to reflect actual costs against schedule progress.
- d) Within the limits of the Estimated Construction Cost, establish estimates for Work packages, as well as make and document assumptions for Work not yet defined. Submit to the DR for review. Update and refine the estimates for the approval of the DR.
- e) Co-operate and coordinate all budget and estimating information with PWGSC's Cost Specialist retained by the DR as an independent, third party Professional Quantity Surveyor, and respond to questions raised by the Cost Specialist.
- f) Discuss and provide opinions to the DR and the PWGSC's Cost Specialist on such matters as inflation, union agreements, trade settlements, market conditions, risk contingencies and the like. Such discussions shall be considered to form part of the cost estimating process. Document allowances arising as part of the cost estimates.
- g) Review all information provided and visit the Work as required throughout the

course of Contract in order to become knowledgeable of the site conditions, site access, on-site progress, etc. Analyze local labour and material supply conditions, as well as local bidding practices and competition, in order to establish pricing levels.

- h) Inform the DR and Design Consultants immediately in writing of any project specific issues that arise. Recommend actions to ensure the Project remains within the estimated Construction Cost.
- i) Incorporate into the cost estimating process and cost estimates a broad range of cost techniques, especially the following:
 - i. Risk Analysis: All construction estimates (except the final pre-tender estimate) shall include and identify design, estimating, inflation escalation and currency exchange risk allowances as are deemed necessary in light of the current information available.

4.2.1.1 CASH FLOW FORECAST

Provide and maintain an accurate monthly cash flow for the Work, based upon the Project Schedule and the Project estimate at each stage of the project. Budget forecast shall forecast all project expenditures on a rolling 12 month basis (i.e. the 12 months following the current month). The Cash Flow Forecast shall also track and record actual project expenditures on a monthly basis and report on variance between forecast and actual amounts.

The CM shall implement an effective system to ensure the yearly forecasts (and variances) are as accurate as possible. The cash flow expenditures shall be detailed and broken down with key line items as agreed with the DR for a monthly review. Refer to Section 4.2.1.3 for the allowable variances in forecasting project expenditures.

In addition to the cost estimating and cost control services related to Class-level estimates described above, the CM shall also be responsible, through the appropriate allocation of resources, for providing cost control services for changes made during construction.

4.2.1.2 COSTING SERVICES DELIVERABLES

The CM shall:

- a) 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 costing reports going forward. Revise as required incorporating comments of the DR. The draft costing report shall include the initial breakdown of the construction budget identifying a budget for each tender package with each having a separate line for construction contingencies. Include all applicable fees.
- b) Submit a monthly costing report outlining the costing activities during the previous month, highlighting any areas of concern and new information received etc., along with forecast and proposed construction estimate revisions and changes to construction contingencies. Include, as separate cost categories, the CM's fixed fee and percentage fees associated with the three

service categories identified in this ToR (Pre-Construction Services, Construction Services for common Division 1 and minor works and Post-Construction Services). Include an explanation of variance between the actual cost and forecasted cost. The monthly report shall conform to the format approved by the DR.

- i. Each monthly costing report shall be based on the previous report and will provide the DR with up to date information on all aspects of the construction estimate and the CM's fees. Indicate all costs committed and expended to date and provide explanation for variance between actual costs and forecast for previous month. Identify for each Work package, the original estimate amount, the contract amount, the contingency, the breakdown and total of approved change orders, estimated amounts on contemplated change orders, the revised contract amount, the total cost anticipated and the cost to complete the Project.
- ii. The monthly costing report from the CM will contain as a minimum:
 - a) Narrative including inclusions and exclusions.
 - b) Elemental or other format Estimate Summary.
 - c) Estimate Back-up Detail.
 - d) Basis for escalation, inflation and contingency calculations.
 - e) Detailed measurement and pricing.
 - f) Outline description of estimate basis.
 - g) Description of information obtained and used in the estimate.
 - h) Listing of notable exclusions; listing of items/issues carrying significant risk;
 - i) Reconciliation against last submission.
 - j) Cash Flow Forecast Report.
 - k) An exception section including sufficient description and cost detail to clearly identify:
 - Scope Change: Identifying the nature, reason and total cost impact of all identified and potential Project scope changes affecting the Estimated Construction Cost.
 - Cost overruns and under runs: Identifying the nature, the reason and the total cost impact of all identified and potential cost variations.
 - l) Options that allow for a return to the Estimated Construction Cost (if it has been exceeded) that identify the nature and potential cost effects of all options proposed
 - m) Contingency management report.
 - n) Cost of forecasted final subcontract amounts.
 - o) Summary identifying committed & uncommitted funding.
 - p) List of change notices for each subcontract.

- q) List of change orders for each subcontract.
- c) Be prepared to sequence work with PWGSC funding approval. No acceptance or approval by PWGSC, whether expressed or implied shall be deemed to relieve the CM of its professional or technical responsibility for the CM's estimates and monthly reports. Neither does acceptance of an estimate by PWGSC in any way abrogate the CM's responsibility to maintain the Estimated Construction Cost throughout the life of the Project and to recommend corrective action should the lowest acceptable bid, for any Work package, differ significantly from the approved estimate.

4.2.1.3 FORECASTING OF EXPENDITURES

When submitting monthly reports, accurate forecasting shall be of prime importance. Accuracy, predictability and stability of the forecast, both multiyear as well as monthly within the current year, cannot be overstated. From April 1 to November 30 of each fiscal year, the CM is to forecast yearly expenditures within 10% of actual total expenditures calculated end of March of the same fiscal year. On December 1 of each year, the CM is to forecast current year expenditures to end of fiscal year within 5 % of actual expenditures calculated end of March of the fiscal year. The calculations of the variance shall start 4 months from Contract award to allow the CM to mobilize and understand the details of the project scope.

4.2.2 TIME SERVICES

Schedule requirements are another major driver for the Canada's Four Corners project. Planning and scheduling is a continuous interactive and iterative process involving planning, action, measurement, evaluations and revision. The CM is responsible for creating and managing the Master Project Construction Schedule. The CM is also responsible in incorporating the Consultants Design Schedule and inputs from PWGSC into the Master Project Construction Schedule.

The CM shall employ an experienced scheduling resource fully conversant with all aspects of project planning, scheduling and construction sequencing. The scheduling resource in collaboration with the CM's Project Manager and Superintendant will play a major role in the development and monitoring of the Construction schedule. The CM shall provide scheduling services from award of the Contract, through construction and commissioning, including the warranty period. PWGSC will retain an independent, third party Scheduling Consultant) to assess all Schedules and to develop a Client Master Schedule trending analysis. The CM shall co-operate and coordinate all planning and scheduling information with PWGSC's Scheduling Consultant, respond to their questions and update the Project Schedule as required reflecting the Scheduling Consultant's comments.

The CM shall, as a minimum:

- a) Prepare, monitor, update and maintain the Master Project Construction Schedule for the duration of the Contract. The schedule is to be prepared including identification of all task dependencies, and task resource responsibilities. A first draft of this schedule is required 20 calendar days from Contract award for review

and acceptance.

- b) Following consultation with the Project team, incorporate the sequence and timing of the required basic program decisions, including design time, documentation, bid calls, bid evaluations, sub-contract awards and on-Site construction activities and commissioning into the Schedule. The CM shall also revise, monitor, update and submit the Master Project Construction Schedule monthly for review.
- c) Finalize the Master Project Construction Schedule for the approval of the DR and estimate the manpower requirements for each Work package. Break down the Schedule into individual tasks for each package of Work in the Project. Indicate the sequence and timing for the construction operations and the milestone completion dates for the Work packages.
- d) Identify items or processes where long lead times are required and that could delay the Project. Assist the DR in implementing procurement methodologies to ensure timely delivery to meet the Schedule and cash flow requirements. On a monthly basis, assess the risk to the Project Schedule for late deliveries.
- e) Provide a rolling 6 week look-ahead schedule outlining the key project activities and deliverables for the coming period. Update and submit this look-ahead report every two weeks to align with project meetings.
- f) Provide cost loading on the schedule. The baseline for tracking and reporting on the schedule progress shall be established based on the 66% construction documents.
- g) Working with the DR, create a schedule cash flow for each budget cost element of the project developed under Section 4.2.1 "Cost Services" applied against the Master Project Construction Schedule. The schedule cash flow shall reflect planned, actual, and forecast cash flow of the project, and shall be a comprehensive cash flow derived from all cost contributors to the project. Update monthly using current costing data provided by the cost contributors against schedule progress to enable a monthly Earned Value analysis.

4.2.2.1 TIME SERVICES DELIVERABLES

The CM shall:

- a) Prepare, revise, monitor and update on a monthly basis a detailed Master Project Construction Schedule.
- b) Respond in writing to comments from the DR and/or the PWGSC Schedule Consultant and update the Project Construction Schedule accordingly.

Upon review and acceptance by the DR of the Master Project Construction Schedule, monitor changes to the Schedule twice monthly (mid-month and month end) or more often when required, and submit written monthly reports to the DR on deviations from the Schedule. The monthly report shall include a written narrative summarizing the CM's analysis of the project schedule, highlighting any significant issues or concerns, and any recommended mitigation strategies.

4.2.3 RISK MANAGEMENT SERVICES

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

The CM shall:

- a) Review, comment and advise on the PWGSC Risk Management Plan, including all revisions and updates thereof. This is to be submitted eight weeks after contract award.

4.2.3.1 RISK MANAGEMENT SERVICES DELIVERABLES

The CM shall provide a log table update of Project risks in each monthly report.

4.2.4 QUALITY CONTROL AND QUALITY ASSURANCE

4.2.4.1 DEFINITIONS

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

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

4.2.4.2 QUALITY CONTROL AND QUALITY ASSURANCE SERVICES

The CM shall be responsible for QA and QC for all services being provided by the CM under this contract. The Work must meet the design and operational intent and criteria. The CM's continual adherence to quality management of the entire construction process throughout all aspects of construction is of the utmost importance.

The CM shall:

- a) Advise and assist the DR and the Design Consultants in defining a Quality Management System specification for inclusion in the tender documents for each construction contract.
- b) Develop, maintain, and implement a Quality Management Plan to govern delivery of all CM Required Services under this contract.
- c) Apply rigorous quality assurance processes and quality control reviews to the CM's services and deliverables required under this contract in accordance with the Quality Management Plan (QMP).

- d) Address all quality issues pertaining to the CM deliverables under this contract. This shall be addressed in accordance with the related impact to the Project. Revise and resubmit affected deliverables to the satisfaction of the DR.
- e) Report all non-compliance and quality control issues regarding delivery of the CM's services and deliverables, including corrective actions taken, to the DR on a monthly basis.
- f) Work cooperatively to:
 - i. Adopt good project delivery processes such as Risk Management and advising on methods to obtain best value;
 - ii. Ensure that all Health, Security and Sustainability Development issues are properly adhered to.

4.2.4.3 QUALITY CONTROL AND QUALITY ASSURANCE SERVICES DELIVERABLES

The CM shall:

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

4.2.5 SITE HEALTH AND SAFETY PLANNING AND IMPLEMENTATION

4.2.5.1 CONSTRUCTION MANAGER'S RESPONSIBILITIES

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 OHSA for all aspects of Project's construction.

Further, the CM shall:

- a) Comply with and enforce the requirements of the National Building Code of Canada 2010 (NBC), Part 8 Safety Measures at Construction and Demolition Sites and Provincial Regulations for Construction Projects.;
- b) Comply with and enforce the requirements of 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.
- c) Ensure that all designated hazardous materials are properly treated, handled and stored;
- d) Ensure that workers' exposure to fumes is within acceptable health and safety limits;
- e) Ensure that temporary ventilation or protection, as required for products utilized, is properly provided;
- f) 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;
- g) Ensure that shop-drawing submissions include Manufacturers Standard Data (MSD) Sheets.
- h) Provide a traffic control plan including loading/unloading zones, road restrictions, etc.
- i) Provide an updated hoarding plan that meets PWGSC, Sparks Street Mall Authority, NCC and the Ottawa Fire Departments requirements.
- j) Provide a pedestrian traffic plan including building access/egress, exterior scaffolding, etc.
- k) 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. This includes PWGSC maintenance workers and contractors responsible for on-going operation and maintenance of all existing building systems.
- l) Implement a safety program on site.
- m) Provide appropriate safeguards to ensure safe protection and security of materials and holdings on the site.
- n) Provide the Services of Health and Safety Officers, who will visit and document Site conditions daily, throughout the implementation of the Project.
- o) Provide site specific occupational health and safety orientation sessions to all workers and visitors.
- p) Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for Work.
- q) Perform a site-specific safety hazard assessment related to the Project activities and update as necessary throughout the course of the project
- r) Develop and implement a Site-specific safety plan for all aspects of this Project. The Site-specific safety plan shall be based on a preliminary and ongoing hazard assessment of the Project to be performed. Update the Site-specific safety plan as Site conditions or hazards change. Inform all persons on the Site in the change of conditions or hazards. Resubmit the updated plan to the DR immediately.

- s) Develop an On-site Contingency and Emergency Response Plan that must address standard operating procedures to be implemented during emergency situations.
- t) 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.
- u) 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.
- v) Shall respond to any unforeseen or peculiar safety-related factor, hazard, or condition that becomes evident during performance of the Project. Follow procedures in place for Employee's Right to Refuse Work in accordance with Acts and Regulations of the Province. Advise DR verbally and in writing.
- w) Ensure applicable items, articles, notices and orders are posted in conspicuous location on Site in accordance with Acts and Regulations of the Province, and in consultation with DR.
- x) 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.
- y) 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.
- z) Maintain on Site sufficient personal protective equipment to equip a minimum of five (5) PWGSC visitors, including hard hats and safety glasses.
- aa) Be responsible for site security and emergencies 24 hours a day, 7 days a week.
- bb) Ensure that there is a site supervisor on site at all times when work is being performed.

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

The CM shall revise the plan as appropriate and resubmit the plan to the DR within three days after receipt of comments from DR. The DR's review of the 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.

4.2.5.2 HEALTH AND SAFETY DELIVERABLES

As a separate section in the CM's monthly report, submit to the DR the following documents complete with monthly updates:

- a) Traffic control plan and updates as necessary;
- b) Hoarding plan and updates as necessary;
- c) Pedestrian traffic plan and updates as necessary;
- d) Site specific Health and Safety plan and updates as necessary;

- e) Copies of reports or directions issued by Federal, Provincial and Municipal health and safety inspectors.
- f) Contingency and emergency response plans (24 hours/day, 7 days/week) and updates as necessary.
- g) Copies of incident and accident reports
- h) Material Safety Data Sheets (MSDS)
- i) File Notice of Project (NoP) with Provincial authorities prior to commencement of Work. Provide a copy of the NoP to the DR.
- j) Copies of ongoing WSIB coverage.

4.2.6 CONSTRUCTION TRAFFIC MANAGEMENT

The CM shall be responsible for implementing and managing the Construction Traffic Management Plan for the project. This plan is to address the project requirements and procedures in regards to:

- a) Construction materials delivery;
- b) Construction waste removals;
- c) Construction lift or crane locations, set-up and operations;
- d) Coordination between pedestrian access to the building and in the vicinity of the building grounds with construction traffic;
- e) Requirements for construction traffic control measures such as temporary barriers, temporary signage, flagmen, etc.

4.2.7 REPORTING AND PROJECT SITE DOCUMENTS

4.2.7.1 MONTHLY REPORT

The CM shall prepare and submit a Monthly Report for the duration of the project. The monthly report shall be structured with separate sections to reflect the services provided under Pre-Construction Services, Construction Services and Post-Construction Services.

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

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

The Construction Management Monthly Report shall include as a minimum;

- a) Scope section – including:
 - i. Summary of project status;

- ii. Construction implementation plan, including updates;
 - iii. Summary of project issues and highlights.
- b) Invoicing Summary Section – including:
 - i. Billing section, which shall be broken down by tender package and then itemized by trade.
 - ii. Identify all expenditures to date (including all change orders) in a form that compares the original budgets for each trade with the expected costs, including contingencies.
- c) Pre-Construction Services Report Section:
 - i. Cost Section – Refer to Section 4.2.1 to 4.2.1.3
 - ii. Time Section – Refer to Section 4.2.2 to 4.2.2.1
 - iii. Risk Section – Refer to Section 0 to 4.2.3.1
 - iv. Quality Section – Refer to Section 4.2.4 to 4.2.4.3
 - v. Health & Safety Section – Refer Section 4.2.5 to 4.2.5.2.
- d) Construction Services Report Section:
 - i. Construction Monitoring Section – Refer to Section 4.3.3.
 - ii. Quality – Refer to Section 4.3.6.
 - iii. Summary of Commissioning Activities – Refer to Section 4.3.14.
- e) Post-Construction Services Report Section:
 - i. Summary of Post-Construction Services Activities – Refer to Section 4.4.

4.2.7.2 DECISION LOG

The CM shall maintain a separate decision log indexed for preconstruction, construction and post-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 DR at all times.

4.2.7.3 SITE DOCUMENTS

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

4.2.8 PROJECT ADMINISTRATION

4.2.8.1 PROJECT PROCEDURES MANUAL

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

The PPM will include the process and methods to:

- a) Prepare, update, monitor and maintain the Master Project Construction Schedule;
- b) Prepare, update, monitor and maintain the Cost Plan, Expenditures, Change Orders and Cash Flow, including changes in construction contingency – (refer to Section 4.2.1 and 4.3.4);
- c) Manage communications between Project Team participants based upon the documented roles, responsibilities and authority of Team members, and maintain a listing of meetings, frequency, type, etc.
- d) Manage correspondence, reports and performance records;
- e) Distribute correspondence electronically by email;
- f) Update the CM risk management log as necessary– (Refer to Section 0);
- g) Implement a quality assurance program;
- h) Maintain Project records;
- i) Prepare, review, submit and process Shop Drawings;
- j) Document the process for reviews and approvals of Tender Package Contracts and change orders;
- k) Maintain an issue and decision log (Refer to Section 4.2.7.2) during the construction of the entire project, recording participants, date and place of all decisions affecting schedule, budget, scope, or quality.
- l) Identify all expenditures to date (including all change orders) in a form that compares the original budgets for each trade with the expected costs, including contingencies
- m) Provide billing section broken down by tender package and then itemized by trade

4.2.9 MEETINGS

The following regular meetings will be arranged during the course of this project. Other non-regular meetings will be required as indicated in RS Sections. Unless otherwise stated, meetings will be on average three hours in duration, plus travel time.

4.2.9.1 CORE TEAM PROJECT MEETINGS

The DR will chair these meetings to coordinate and direct the activities of the Project. These meetings will be held at the offices of PWGSC in downtown Ottawa, the Design Consultants will record and distribute minutes.

These meetings will vary in accordance with the stage of the project and usually includes the DR (and other team members), the CM, and the Design Consultants. Other Construction Management team members shall participate as required and according to the work / issues in question.

Meetings will be held at a frequency of once every month for the duration of the Contract.

The purpose of these meetings is to:

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

4.2.9.2 PROJECT DESIGN MEETINGS

The CM shall attend all project design meetings. The DR will chair these meetings to coordinate and direct the activities of the Project. These meetings will occur at the offices of PWGSC in downtown Ottawa.

The Design Consultants will prepare and distribute meeting minutes, as well as create and maintain a list of outstanding action items and outstanding issues assigned to the CM.

Attendance at these meetings will include the DR (and other necessary PWGSC employees), the Design Consultants, sub-consultants as required in accordance with the work in question, and the CM.

Meetings will be held at a frequency of once every two weeks for the duration of the Contract.

The purpose of these meetings is to:

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

4.2.10 REVIEW OF DESIGN AND CONSTRUCTION DOCUMENTS

The CM shall perform a formal review, including revisions and re-submittals thereof, of the documents detailed below. The CM shall:

- a) Review and provide written comment on all design and construction document submissions released to the CM. The review shall focus on constructability, coordination between all design disciplines, schedule impacts and costing. For the exterior envelope portion of the work all of the construction documents packages will be at the tender ready stage for review.
- b) Take all reasonable measures to identify errors and omissions and to promptly advise the DR of the same.
- c) Provide advice to the Design Consultants and the DR, including the provision of expertise for constructability, bid-ability, construction methods, scheduling, cost control and coordination, construction phasing, site security and site safety. Recommend alternative solutions whenever design details adversely affect construction feasibility, project budget, or schedules.
- d) Provide suggestions and/or alternatives for cost reductions or acceleration of the Project Schedule.
- e) Review all design and construction document submissions to assess the assignment of Division 1 work between the CM and any other contractor's scope of work to ensure all required elements of Division 1 work are captured and properly coordinated between the separately contracted parties.
- f) Refer all questions for the interpretation of the documents prepared by the Design Consultants to the DR.
- g) Make recommendations to the Design Consultants 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.

4.2.10.1 REVIEW OF DESIGN AND CONSTRUCTION DOCUMENTS DELIVERABLE

- a) For each design and construction document package reviewed by the CM, 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 Design Consultants within ten (10) working days for the 66% submissions and five (5) working days for the 100% submission of each design and construction document submission. All CM review comments are to also be recorded in an electronic record document (MS Excel) in a format to be approved by the DR.

4.2.11 CONSTRUCTION IMPLEMENTATION PLAN

The CM shall develop and maintain the Project Construction Implementation Plan which outlines how the work is to be sequenced and implemented. This document will form the strategy for implementing all construction activities on the project. The CM will work

closely with the Design Consultants, PWGSC, and other project stakeholders as required to develop the Project Construction Implementation Plan. Once approval is received, the constraints and requirements will be outlined in the construction documents. In order that the sub trades are aware of the constraints and requirements that have a cost and schedule impact.

Once the plan is approved by the DR, the CM and the Design Consultants will be required to work together to incorporate these requirements into the construction documents

This plan is to include, as a minimum:

- a) Construction Site Plan, including site hoarding plans, lay-down areas, personnel access plan, material flow plan, and all other logistics associated with the design and management of the construction site.
- b) Traffic Management Plan addressing vehicular and pedestrian traffic flow in and around the construction site, including coordination with traffic plans generated by adjacent construction projects.

4.2.12 TENDERING THE WORK

4.2.12.1 CONTEXT

While the Contract for the delivery of construction services for the Canada's Four Corners Full Envelope Rehabilitation is between PWGSC and the CM, it is understood that the CM shall deliver the construction services called for in this Terms of Reference through subcontractors.

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

4.2.12.2 SCOPE

In subcontracting for the construction the CM shall:

- a) In consultation with the Design Consultants, 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 PWGSC DR approval;
- i. Using standard construction industry documents, such as CCDC 11 - 1996 (R2006) Contractor's Qualification Statement, ensure that subcontractors in trades that are essential to the successful delivery of the Work, are pre-qualified prior to being invited to submit tenders. Basis for prequalification is to be determined with the input of the Design Consultants and to be submitted to DR prior to solicitation of tenders, CM is to consider

- prequalifying all key subcontractors at the beginning of the project to expedite tendering of work.;
 - 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. The CM is to notify the DR, when and if, the time and material usage reaches 80% of the upset limit, 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;
- e) Provide for dispute resolution, initiation of subcontract amendments and payments.
- f) Obtain open, fair and competitive bids for the subcontracts required for each portion of the Work in accordance with the following requirements:
 - i. 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.
 - ii. For subcontracts estimated at less than \$100,000, including Harmonized Sales Tax, and upon the written approval of 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 that the CM will notify in writing subcontractors who are unsuccessful.
 - iii. For subcontracts estimated at less than \$100,000, including Harmonized Sales Tax, the CM, upon the written agreement of the DR, may set aside the requirement to solicit a minimum of three bids if it has demonstrated to the satisfaction of the DR, that less than three firms are capable of performing the Work.
- g) For subcontracts estimated at \$100,000 or more, including harmonized sales tax, advertise publicly on Buy and Sell , in accordance with the following open bidding procedures:
 - i. The public advertisement shall include, at a minimum, a description of the nature of the Work to be performed, information regarding any technical requirements, financial guarantees or other documentation to be provided with the bid, the completion date for the Work, the address of the bid closing location and the final date and time for receiving bids, the

identification of a contact point for obtaining bid documents and from which further information may be obtained, the date, time and place of the public opening of the bids.

- ii. The time period (in calendar days) for receipt of tenders shall vary based on the estimated value of subcontracts (including HST) according to the schedule below. Reduced tendering periods may be considered on a case-by-case subject to written approval from the DR.

\$100,000 to \$1,000,000	10 days
\$1,000,001 to \$2,000,000	15 days
Over \$2,000,001 to \$8,000,000	21 days

- iii. In accordance with NAFTA (North American Free Trade Agreement); for subcontracts evaluated at over \$8,000,000 the time period for receipt of tenders shall be no less than 40 calendar days from date of publication of the notice.
 - iv. 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.
 - v. 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.
- h) The receipt and opening of bids and the awarding of contracts must be consistent with the following:
- i. Bids must be opened in Ottawa in the presence of at least two representative of the CM, as well as a representative of Canada, all of whom will act as witnesses to the opening by verifying and signing the Record of Bids received.
 - ii. 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.
- i) The CM shall, upon request, promptly inform in writing suppliers participating in the bid decisions on contract awards. The CM shall:
- i. Seek pre-approval from the DR for any deviation from the competitive subcontracting process and make the documentation available to PWGSC.
 - ii. Demonstrate to the DR that it has a competitive subcontracting process and a prequalification process, reflecting best industry practices.
- j) 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:

- i. 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
 - ii. Tender Phase: copies of all bids received, verification (e.g. a time stamp) that bids were received on time prior to the time scheduled for bid closing, a copy of the Record of the bid opening, properly witnessed, a copy of the Buy and Sell notice, or invitation to tender if the Work is valued at under \$100,000, a copy of all solicitation documents, a summary of all tenders received with bid amount breakdowns and totals, verification that bid security (if applicable) was provided with the bid, information on any tender qualifications or disqualifications; and identification of the supplier recommended for contract award
- k) 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.
- l) 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 the Canada's Four Corners Full Envelope Rehabilitation for the entire Contract. For further clarity, the CM shall 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.
- m) 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.

4.3 CONSTRUCTION SERVICES

Construction Services apply throughout the exterior envelope work, unless otherwise specifically indicated. The following services are rendered in support of construction (the Work).

4.3.1 GENERAL

The Pre-Construction Services in Section 4.2.1 to Section 4.2.12.2 are to be provided concurrently with the Construction Services described herein.

4.3.2 CONSTRUCTION MEETINGS

During construction, the CM shall attend all construction meetings, to be held either at the construction site or at the offices of PWGSC in downtown Ottawa. The CM shall

chair all construction meetings. The CM shall record the issues, risks and decisions; and prepare and distribute minutes within two working days of the meeting. The CM shall revise the construction meeting minutes as required based on comments from the project team, and follow-up on any action items or outstanding issues assigned to the CM.

Construction meetings will be held at a frequency of once every week for the duration of the Construction Services portion of the Contract.

The purpose of the construction meetings is to:

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

4.3.3 CONSTRUCTION MONITORING

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

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

- a) Establish on-site organization and lines of authority in order to carry out the Construction Services.
- b) Schedule and conduct progress meetings at which Subcontractors, PWGSC, the Design Consultants and the CM can discuss jointly such matters as procedures, progress, problems, risks, costs and scheduling;
- c) Provide daily monitoring of the Schedule as the Work proceeds;
- d) Complete the Work according to the accepted construction documents, Project Schedule and Project Estimated Construction Cost;
- e) As part of a comprehensive quality management process, provide daily inspection of all aspects of the Work, documenting matters for action or follow-up by sub-contractors, or referral to the DR. Ensure the Work is constructed as specified. Use photographs to document issues and their correction;
- f) Review the adequacy of the sub-contractors personnel and equipment and availability of material and supplies to meet the Schedule. Implement remedial action when requirements of a subcontract or the Project Schedule are not being met;

- g) Prepare and maintain a decision log recording all decisions affecting Schedule, construction estimates, scope, or quality, including dates, place, and participants. These records are to be made available to PWGSC at all times;
- h) Monitor and document all health and safety matters daily;
- i) Ensure that the measures identified for protection of heritage materials are implemented by the CM and all Subcontractors;
- j) Monitor and document deliveries to the Site;
- k) Monitor and document progress of sub-contractors and suppliers to ensure their actions on the Site do not compromise the Work. Refer any issues and related documentation (report with photographs) immediately to the DR;
- l) The CM shall ensure that there is a site supervisor on site at all times when Work is being performed.

4.3.4 SUBCONTRACTOR'S CHANGES (NOTICES AND ORDERS)

When a change to a subcontract is identified on site, the Design Consultants, or as appropriate, the EC shall prepare and issue a Supplemental/Site Instruction (SI). This can be the result of a consultant-driven change to the construction documents or a CM/subcontractor-initiated Request for Information (RFI). In the case of a consultant-driven change, the Design Consultants, or as appropriate, the EC, shall prepare an indicative cost estimate (Class D) and submit to the CM for review. The Class D estimate shall itemize all labour, material, manufacturing and equipment costs associated with the change. In the case of a CM/subcontractor-driven RFI, no indicative estimate from the Design Consultants, or as appropriate, the EC, is required, as the CM shall be required to prepare their own cost estimate

Upon receipt of an SI, the CM will promptly review and validate the SI and supporting estimate (if applicable), prior to forwarding to their subcontractors to obtain a quotation. While the subcontractors are preparing their quotation, the CM shall 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 sub-contractor's breakdown, including the costs and mark-ups of subcontractors, are fair and reasonable.

The CM must provide a written confirmation letter to the PWGSC DR declaring that the quotation is fair and reasonable and on this basis recommends the Work for approval. The letter shall include: a detailed description of the change; a breakdown of all labour, material, manufacturing and equipment, rates, and mark-ups; subcontractor contract change; contingency budget drawdown/cash flow.

The DR will review the 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 letter, a Change Order will be prepared and issued by the CM to the sub-contractor, with a copy to the Design Consultants, or as appropriate the EC, and the DR.

No work is to proceed without prior written approval from the DR. The CM shall ensure that Supplemental Instructions are prioritized and processed in an expeditious manner in view of maintaining the project schedule.

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 sub-contracts, at all times throughout the Project. A copy of this log is to be included in the monthly report.

4.3.5 CONSTRUCTION WORK

The CM shall:

- a) Be responsible for the development, coordination and management of all Work and services included in Division 01.
- b) Ensure the provision of all necessary equipment to the Project and all other resources required to perform all services.
- c) Procure, coordinate, administer and manage all construction Work and contracts.
- d) Prepare and execute contracts with the successful Sub-trades so as to:
 - i. Coordinate and manage the respective contracts in an integrated manner to avoid any conflicts between the Work of any of the CM's sub-trades and/or the CM's own forces.
 - ii. Coordinate, manage and ensure completion of all of 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 change orders.
 - iii. Deliver the Work packages by the agreed upon completion dates.
 - iv. Develop and implement a procedure for review, certification, processing and payment of Sub-trades in accordance with the terms and conditions of the Construction Management Contract.
 - v. Schedule and conduct professional meetings at which Sub-trades, PWGSC and the CM can jointly discuss such matters as procedures, progress, problems, risks and scheduling.
 - vi. Provide timely response to correct issues, as they occur.

4.3.6 QUALITY CONTROL & QUALITY ASSURANCE

This is supplemental to Section 4.2.4 and outlines additional QC/QA services to be provided during the Construction Phase.

The CM shall:

- a) Be responsible for ensuring that the CM's Subcontractors adhere to:
 - i. Best industry practices and standards following the requirements of the Construction Documents.
 - ii. Professional conduct in all phases of the project, employing best practices for budget, schedule, quality, and scope management.
 - iii. Respecting the building's high heritage value and protecting all heritage zones and character-defining elements during all construction phases.
- b) Arrange for testing services as required, which may include concrete testing, mortar testing, compaction testing, etc.

- c) Carry out Work using qualified licensed workers or apprentices in accordance with the Provincial Act respecting manpower, vocational training and qualifications.
- d) Permit employees registered in Provincial apprenticeship programs to perform specific tasks only if under direct supervision of qualified licensed workers.
- e) Determine permitted activities and tasks only if under direct supervision of qualified licensed workers.
- f) Develop a Quality Incident Protocol for incidents arising from any inspection that indicates a project deficiency.
- g) The CM shall provide a resource responsible for Quality Management who is responsible for:
 - i. Day-to-day execution of the Quality Plan – as it pertains to all building systems.
 - ii. Working with Subcontractors to explain the nature of the Quality Plan and their role in it and ensuring quality workmanship on Site;
 - iii. Reporting to the DR in regards to the quality processes for the Project;
 - iv. Maintaining quality records on Site including:
 - Inspections and tests reports;
 - Non-conformance reports;
 - Corrective actions reports and sign offs; and
 - Facilitating quality inspections by the DR, and the Design Consultants.

4.3.7 AS BUILT DOCUMENTS

The CM is to collect and turn over to the DR at the end of each completed sub-contract a marked-up set of “As-Built” documents including drawings, specifications, shop drawings, and any other relevant project documentation. As-built documents shall clearly indicate all deviations from the Issued for Construction documents, including identifying all changes by Change Order number. These As-Built documents are to be provided in both electronic PDF and one full size hard copy drawing set. The hard copy drawing set is to clearly indicate all deviations in red indelible ink.

4.3.8 SHOP DRAWINGS

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

Shop drawings shall be stamped “Checked and Certified Correct for Construction” by the CM and stamped “Reviewed” by the Design Consultants before return to the sub-contractor.

The CM shall:

- a) Provide and maintain a Shop Drawing Log to identify all required shop drawings and submittals, monitor and record the progress of shop drawing review, and record parties designated for action and follow up. A copy of the updated Shop Drawing Log is to be included in the CM's monthly report.
- b) Prioritize the preparation and submission of shop drawings to ensure critical path of schedule is maintained.
- c) Submit for the DR's review, three (3) copies of each shop drawing.
- d) Review, discuss, record problems and identify agreed remedial action.
- e) Monitor and record the progress of shop drawing review. Record parties designated for action and follow up.
- f) On completion of the project, forward reviewed/as-commissioned shop drawings to the DR as part of the As-Built documents identified in Section 4.3.7.
- g) Verify that shop drawings include the project number and are recorded in sequence.
- h) Do not commence manufacture or order materials before shop drawings are reviewed.

4.3.9 PERMITS AND APPROVALS

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

- a) Liaise with local and statutory authorities with respect to hoarding, traffic restrictions, services and associated diversions and/or connections.
- b) Inform PWGSC of their requirements to inform any statutory body via applications or orders.
- c) Ensure that all applications are filed and executed successfully.
- d) Verify that all necessary approvals have been obtained.
- e) The cost of the permits will be reimbursed to the CM through disbursements.

4.3.10 SITE REVIEWS

The CM shall:

- a) Arrange with the DR for the issuance of necessary forms respecting interim and final completion of the work undertaken by the CM under this contract;
- b) Prepare lists of incomplete and deficient items;
- c) Schedule completion of these items with the Sub-trades and distribute all lists as appropriate;

- d) Distribute interim and final completion certificates;
- e) Conduct regular and frequent reviews of the work.

4.3.11 SUSTAINABILITY AND ENVIRONMENTAL

The Design Consultants will incorporate sustainability requirements into the design. The CM shall provide as a minimum:

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

4.3.12 WASTE MANAGEMENT

The CM shall as a minimum:

- a) Prepare and submit to the DR and EC for review and acceptance, a Waste Reduction Workplan and Waste Audit plan considering the following requirements:
 - i) Ensure that the plan is in compliance with PWGSC guidelines and meets the requirements of local authorities having jurisdiction.
 - ii) Minimize the amount of material sent to waste sites by recycling 80% of waste.
 - iii) Maximise the reuse of existing material.
- b) Clearly outline the strategy and methodology for optimizing solid waste diversion from landfill and disposal of toxic or hazardous materials in the most appropriate manner.
- c) Include all related schedules outlining expected inventory targets and results required when waste audits are conducted.
- d) Include a non-hazardous solid waste reduction program for eliminating waste through reduction, reuse and recycling, including:
 - i) Requirements for sorting construction waste on site by types.
 - ii) A description of the most practical manner for recycling each individual material.
- e) Prepare and provide to the EC and the DR monthly reports on waste reduction efforts including:
 - i) A review of the implementation strategy.
 - ii) Quantities of materials reused, recycled or disposed of (based on tonnage), with supporting documentation (i.e. waybills, receipts, invoices, waste tracking forms).

- iii) A review of sub-contractors disposal practices for paints, solvents and pressure treated wood scraps and other similar products or materials.
- f) Review the findings of the Waste Audits conducted by the EC. The audits will indicate the degree to which recycling objectives are being achieved and will provide recommendations for improvements if objectives are not being met.

4.3.13 PROJECT SITE OFFICE

There will be space available within the Canada's Four Corners Building for the CM to use as a Site office for this Project.

4.3.14 COMMISSIONING

The CM shall coordinate with the PWGSC Commissioning Manager in relation to any building systems, components and materials that were affected during the Work on the exterior envelope of the building.

The CM is to retain an experienced third party independent Commissioning Agent with a minimum (7) seven years relevant experience. The CM's Commissioning Agent will be directing a commissioning process, or program of activities, for all of the Work that is reasonable and practical. This Commissioning Agent shall document and witness all test results. The CM is to report on the activities of the Commissioning Agent to the DR. The actual cost of the commissioning agent and trade commissioning is part of the fixed fee.

The DR, the CM and the CM's Commissioning Agent, the Subcontractors, the Consultants, and 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.

4.3.14.1 COMMISSIONING PLAN AND SERVICES

Commissioning is an integral part of all phases of the Work. Commissioning and performance verification is a key element of the Project Quality Management Plan and shall be conducted at all stages of the Project. Develop and update a Commissioning Plan throughout the Project, with input and direction from the Design Consultants and the DR. 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:

- a) Ensuring that all required commissioning activities are identified in the Project Schedule and in construction documents;
- b) 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 Design Consultant during the design and development of the construction documents. The CM shall use the project specific plan prepared by the Design Consultant as the basis for preparing a Final Commissioning Plan for use during construction.

- c) 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;
- d) Confirming that Sub-Contractors' Work is sufficiently complete to warrant inspection and testing by the Design Consultants and for scheduling of the required inspections and tests;
- e) 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;
- f) Administering and managing independent quality control testing as may be required by PWGSC, the Design Consultant or the Contractor to confirm the adequacy of a sub-contractor's Work or commissioning reports;
- g) Ensuring that all test results, documents, and manuals are provided by sub-contractors, monitoring the Design Consultant review process, and reporting to PWGSC on the progress of the commissioning effort;
- h) 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;
- i) 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;
- j) Monitoring and inspecting with the Design Consultant the Work during its warranty period and during seasonal commissioning activities to ensure defects are corrected. The frequency of monitoring and inspection is expected to occur twice during the warranty period at three and eleven months;
- k) Ensuring that testing and commissioning of equipment is witnessed and inspected by the Design Consultant and the required authority;
- l) Coordinating the federal, provincial and municipal inspections required for occupancy;
- m) Undertaking all actions required to close-out subcontracts including final warranty reviews and contract close-outs;
- n) Coordinating the training of PWGSC operational staff and the equipment handovers;
- o) Monitoring and reporting to PWGSC on the progress of the commissioning process against the plan;
- p) 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;

- q) Completing and signing-off of all verification reports and compiling into a comprehensive Commissioning Manual as the Project progresses, including Commissioning Manual updates to include seasonal commissioning activities;
- r) Organizing weekly commissioning meetings at a minimum, preparing agenda, chairing meetings, preparing minutes and distributing them;
- s) 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;
- t) 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;
- u) 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;
- v) 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;
- w) 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 Design Consultant and PWGSC Commissioning Manager for review and comment. Update the forms as required. During testing the Commissioning Agent will record all results and report any variances to the PWGSC Commissioning Manager and Design Consultant.

4.3.15 ANTICIPATED SITE SHUTDOWNS

It is anticipated that the site will be shut down for the following holidays:

- Labour Day
- Thanksgiving
- Remembrance Day
- Christmas Day
- Boxing Day
- New Years Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday (Ontario)

The CM shall incorporate these shutdown requirements in all trade packages with due consideration for timing of holidays. In addition to the holidays listed above, the CM will allow for five (5) working days per year of site shut down for unanticipated special events to take place in an unencumbered manner. The CM will also include 300 hours of stop Work per year for unforeseen Project shut downs.

4.3.16 FIRE SAFETY REQUIREMENTS

The CM shall as a minimum:

- a) 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.
- b) Comply with PWGSC Fire Protection requirements
- c) Welding and cutting: Before cutting and welding operations commence, issue hot work permits then continuously monitor all welding, soldering, grinding and/or cutting work. Store flammable liquids in approved CSA containers. No open flame shall be used unless permitted and authorized by the CM.
- d) At least 48 hours prior to commencing cutting, welding or soldering procedure, advise the DR of the following:
 - i. Notice of intent, indicating devices affected, time and duration of isolation or bypass.
 - ii. Completed welding permit as defined in NFC (2010).
 - iii. Return welding permit to Site Superintendent immediately upon completion of procedures for which permit was issued.
- e) A firewatcher as described in NFC (2010) 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.
- f) Where work requires interruption of fire alarms, fire suppression, extinguishing or protection systems:
 - i. Provide watchman service as described in NFC 2010. 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.
- g) Retain services of manufacturer for fire protection systems on daily basis or as approved by the DR to isolate and protect all devices relating to:
 - i. Modification of fire alarms, fire suppression, extinguishing or protection systems; and/or
 - ii. Cutting, welding, soldering or other construction activities, which might activate fire protection systems.
 - iii. Immediately upon completion of work, restore fire protection systems to normal operation and verify that all devices are fully operational.
 - iv. Inform fire alarm system monitoring agency and local Fire Department immediately prior to isolation in and immediately upon restoration of normal operation.

- h) Hire the services of the manufacturer to do all the work related to the fire alarm system. The CM is to coordinate with the DR, who will contact the current fire alarm system contractor prior to performing any work.
- i) Ensure a Site Specific Safety Plan is included with updated Fire Safety Plan in accordance with the National Fire Code.
- j) Inform fire alarm system monitoring agency and local Fire Department immediately prior to isolation and immediately upon restoration of normal operation.

4.3.17 HAZARDOUS MATERIALS

The CM shall comply with the requirements of the Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and the provision of Material Safety Data Sheets (MSDS) acceptable to PWGSC Departmental Fire Protection Coordinator.

4.3.18 INTERACTIVE 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.

PWGSC will require operations manuals for any new equipment that is installed as well as the compositions of the mortar mixes that were used during the Work.

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 two (2) hard copies, compiled as follows:

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

Include the following information plus data specified.

- a) Maintenance instruction for finished surface and materials.
- b) Copy of hardware and paint schedules.
- c) Description: Operation of the equipment and systems defining start-up, shut-down and emergency procedures, and any fixed or adjustable set points that affect the efficiency of the operation. Include nameplate information such as make, size, capacity and serial number.
- d) Maintenance: Use clear drawings, diagrams or manufacturers' literature which specifically apply and detail the following:
 - i. Lubrication products and schedules.
 - ii. Trouble shooting procedures.

- iii. Adjustment techniques.
 - iv. Operational checks.
 - v. Suppliers' names, addresses and telephone numbers and components supplied by them must be included in this section. Components must be identified by a description and manufacturers part number.
- e) Guarantees showing:
- i. Name and address of projects.
 - ii. Guarantee commencement date (date of Interim Certificate of Completion).
 - iii. Duration of guarantee.
 - iv. Clear indication of what is being guaranteed and what remedial action will be taken under guarantee.
 - v. Signature and seal of Guarantor.
 - vi. Additional material used in project listed under various Sections showing name of manufacturer and source of supply.
- f) Spare parts: List all recommended spares to be maintained on site to ensure optimum efficiency. List all special tools appropriate to unique application. All parts/tools detailed must be identified as to manufacturer, manufacturer part number and supplier (including address).
- g) Include one complete set of final shop drawings (bound separately) indicating corrections and changes made during fabrication and installation.

Format: All as-built drawings and O & M manuals shall be converted into Portable Document File (PDF) format. 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.

4.3.19 GUARANTEES AND WARRANTIES

Before completion of Work, the CM shall collect all manufacturers' guarantees and warranties and deposit with the DR. The CM shall provide copies of all manufacturers' guarantees and warranties in the O&M Manuals.

4.3.20 CONSTRUCTION CLEANING

The CM shall be responsible for construction cleaning for the construction work being implemented by the CM as CM under this contract. Construction cleaning is to be carried out to ensure a safe work environment and to protect site systems and heritage elements from excessive construction dust and debris. As work packages are completed and/or construction areas are completed, perform a final construction cleaning of the entire area, including all interior surfaces, fixtures and equipment to eliminate all construction dust and debris. Advise the 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.

4.3.21 SITE SECURITY

The CM shall be responsible for security of the construction site under their direct control. Given that the entire building is vacant, responsibility for security of the entire building is part of the CM's scope, 24 hours per day, 7 days per week. Develop a security plan in consultation with the DR. Revise plan as required to the approval of the DR. Update plan to meet requirements of DR as Project progresses.

CM shall be responsible for:

- a) Coordination of construction activities and PWGSC operations;
- b) Access to the Site including sign-in procedures and security clearances;
- c) Off-hours security including procedures to "escort", to "lockup", evening and weekend surveillance, fire watches, emergency procedures and responses;
- d) All safety issues related to the Work or its Site to be performed as required by federal, provincial or municipal regulations;
- e) Safeguarding of components to be reused or recycled;
- f) Protection of materials, equipment, workmanship and, throughout the implementation of the Project or any PWGSC items installed prior to the building being ready for use;
- g) The protection of materials also includes the safeguarding of items referenced in Section 4.1.3.
- h) A Site protocol to be developed and enforced, including:
 - i. No CDs, radios or tape machines;
 - ii. Noise control;
 - iii. No parking on Site;
 - iv. Due regard for the general public's expectations with respect to behaviour, language and dress in public places (all spaces exterior of the Site are deemed to be public).
 - v. No smoking on site.
- i) Engaging private sector security services.
- j) Provide emergency response coordination and for responses to Site problems during non-working hours (including non-construction related problems). In consultation with the DR, establish a list of contacts for responses and communication so that issues can be resolved as quickly as possible. In the event of any problems, contract 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.
- k) The CM shall be responsible for all emergencies at the site (including emergencies related to the Work and related to the operation of the building) that occur, 24 hours a day, 7 days a week

4.3.22 NOISE, VIBRATION, ODOURS AND DELIVERIES

The CM shall carefully plan and schedule all noise generating work, all deliveries and waste removal after hours, to minimize the impact to ongoing operations

All work causing excessive noise, vibration, or odour shall be performed outside of normal working hours to minimize disruption to building occupants. For the purposes of this project, normal working hours are defined as 9AM to 5PM, Monday to Friday, excluding Federal Statutory Holidays.

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

The CM is to coordinate with the Design Consultants during the preparation of Construction Documents, 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.

4.3.23 COORDINATION OF CONTRACTORS HIRED DIRECTLY BY PWGSC

PWGSC will from time to time require that activities and projects be undertaken by PWGSC's own forces and by contractors directly engaged by PWGSC within the construction site. These activities will be subject to the coordination and safety overview of the CM, as the Constructor. The CM shall work in good spirit and grant free access to these areas by PWGSC or their contractors, provided that all safety and security protocols are followed.

4.4 POST-CONSTRUCTION SERVICES

During the Post Construction Services portion of the Contract the CM shall:

- a) Assemble Record Documents. Provide copies of Record Documents to PWGSC as directed by the DR;
- b) Review and comment on the accuracy of warranties and guarantees.
- c) Coordinate with Sub-trades to provide final Record Documents (Operations and Maintenance Manuals, As-built drawings and specifications) as required for each sub-trade.
- d) 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;
 - i. Prepare a deficiency list for review and acceptance by the DR.
 - ii. Provide a schedule indicating when correction of all deficiencies covered under the warranty will be corrected and submitted to the DR for review and acceptance;
 - iii. Arrange for and correct all identified deficiencies in accordance with the schedule and advise when all deficiencies have been properly corrected.

- iv. 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.
- e) Attend all warranty site meetings.
- f) Participate in a half-day lessons learned workshop and provide an updated lessons learned log.
- g) Provide a post-construction evaluation and cost analysis report within one month of the completion of each tendered construction package, include lessons learned, outstanding issues and any Work that was not completed or was deferred to subsequent projects. Submit a sample format for this report for review and acceptance by the DR. Amend as required.

5 OPTIONAL SERVICES

The Optional Services identified herein are applicable to the entire scope of work associated with this project including all the Optional Services work that PWGSC decides to exercise following the analysis of the Feasibility Study, and common division 1 work.

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

5.1.1 GENERAL REQUIREMENTS

The General Requirements are exactly the same as Section 4.1.1, except these Required Services are required throughout the implementation of the Optional Services.

5.1.2 PROJECT RESPONSE TIME

Refer to Section 4.1.2.

5.1.3 SAFEGUARDING OF MATERIALS AND EXISTING CONDITIONS

Refer to Section 4.1.3.

With the exception of the reference to the vibration monitoring, that will have been removed by the time the Optional Services work begins.

5.1.4 KEY PERSONNEL

Refer to Section 4.1.4.

5.1.5 WORKSHOPS

In addition to the Risk Management and Lessons Learned workshops described in Section 4.1.5, the CM shall also plan for a minimum of two (2) Constructability workshops spread throughout the course of the Optional Services portion of the Contract.

- c) Constructability Workshops: The CM shall organize and lead the Constructability Workshops. The CM shall take an active lead role during these meetings to address the following subjects: constructability, implementation plan including site constraints, scheduling and cost implications. The CM shall produce a Constructability Review Report for each workshop, documenting all issues identified, options and recommendations on resolution of issues, decisions taken, and any outstanding issues to be actioned. The report shall be issued within five working days of the workshops. These will be full day workshops and will occur during the Pre-Construction Services stage of the project.

5.2 PRE-CONSTRUCTION SERVICES

Pre-Construction Services apply throughout the Optional Services portion of the Contract unless otherwise specifically indicated.

5.2.1 COST SERVICES

Refer to Section 4.2.1.

5.2.1.1 CASH FLOW FORECAST

Refer to Section 4.2.1.1.

5.2.1.2 COSTING SERVICES DELIVERABLES

Refer to Section 4.2.1.2.

5.2.1.3 FORECASTING OF EXPENDITURES

Refer to Section 4.2.1.3.

5.2.2 TIME SERVICES

Refer to Section 4.2.2.

5.2.2.1 TIME SERVICES DELIVERABLES

Refer to Section 4.2.2.1.

5.2.3 RISK MANAGEMENT SERVICES

Refer to Section 4.2.3.

5.2.3.1 RISK MANAGEMENT SERVICES DELIVERABLES

Refer to Section 4.2.3.1.

5.2.4 QUALITY CONTROL AND QUALITY ASSURANCE

Refer to Section 4.2.4.

5.2.4.1 DEFINITIONS

Refer to Section 4.2.4.1.

5.2.4.2 QUALITY CONTROL AND QUALITY ASSURANCE SERVICES

Refer to Section 4.2.4.2.

5.2.4.3 QUALITY CONTROL AND QUALITY ASSURANCE SERVICES DELIVERABLES

Refer to Section 4.2.4.3.

5.2.5 SITE AND HEALTH AND SAFETY PLANNING AND IMPLEMENTATION

Refer to Section 4.2.5.

5.2.5.1 CONSTRUCTION MANAGER'S RESPONSIBILITIES

Refer to Section 4.2.5.1.

5.2.5.2 HEALTH AND SAFETY DELIVERABLES

Refer to Section 4.2.5.2.

5.2.6 CONSTRUCTION TRAFFIC MANAGEMENT

Refer to Section 4.2.6.

5.2.7 REPORTING AND PROJECT SITE DOCUMENTS

Refer to Section 4.2.7.

5.2.7.1 MONTHLY REPORT

Refer to Section 4.2.7.1.

5.2.7.2 DECISION LOG

Refer to Section 4.2.7.2.

5.2.7.3 SITE DOCUMENTS

Refer to Section 4.2.7.3.

5.2.8 PROJECT ADMINISTRATION

Refer to Section 4.2.8.

5.2.8.1 PROJECT PROCEDURES MANUAL

Refer to Section 4.2.8.1.

5.2.9 MEETINGS

Refer to Section 4.2.9.

5.2.9.1 CORE TEAM PROJECT MEETINGS

Refer to Section 4.2.9.1.

5.2.9.2 PROJECT DESIGN MEETINGS

Refer to Section 4.2.9.2.

5.2.10 REVIEW OF DESIGN AND CONSTRUCTION DOCUMENTS

Refer to Section 4.2.10; with the amendment to:

- a) Review and provide written comment on all design and construction document submissions released to the CM. The review shall focus on constructability, coordination between all design disciplines, schedule impacts and costing. For the Optional Services work documents are to be reviewed at Schematic design, design development stages (60%, 99 % and 100 %) and each construction

documents package (66%, 99% and tender ready).

And the addition of:

- h) Lead constructability review workshops with the project stakeholders as outlined in this Terms of Reference.

5.2.10.1 REVIEW OF DESIGN AND CONSTRUCTION DOCUMENTS DELIVERABLES

In addition to the services described in Section 4.2.10.1, the CM shall also provide the following:

- b) Provide a Constructability Workshop Report for each Constructability Workshop (refer to Section 5.1.5) executed and lead by the CM. This Report will document all issues identified, options and recommendations on resolution of issues, decisions taken, and any outstanding issues to be actioned. The report shall be issued within five (5) working days of the workshop.

5.2.11 CONSTRUCTION IMPLEMENTATION PLAN

Refer to Section 4.2.11.

5.2.12 TENDERING THE WORK

Refer to Section 4.2.12.

5.2.12.1 CONTEXT

Refer to Section 4.2.12.1.

5.2.12.2 SCOPE

Refer to Section 4.2.12.2.

5.3 CONSTRUCTION SERVICES

Construction Services apply throughout the optional services work, unless otherwise specifically indicated. The following services are rendered in support of construction (the Work).

5.3.1 GENERAL

The Pre-Construction Services in Section **Error! Reference source not found.** to Section 5.2.12.2 are to be provided concurrently with the Construction Services described herein.

5.3.2 CONSTRUCTION MEETINGS

Refer to Section 4.3.2.

5.3.3 CONSTRUCTION MONITORING

Refer to Section 4.3.3.

5.3.4 SUBCONTRACTOR'S CHANGES (NOTICES AND ORDERS)

Refer to Section 4.3.4.

5.3.5 CONSTRUCTION WORK

Refer to Section 4.3.5.

5.3.6 QUALITY CONTROL & QUALITY ASSURANCE

Refer to Section 4.3.6.

5.3.7 AS-BUILT DOCUMENTS

Refer to Section 4.3.7.

5.3.8 SHOP DRAWINGS

Refer to Section 4.3.8.

5.3.9 PERMITS AND APPROVALS

Refer to Section 4.3.9.

5.3.10 SITE REVIEWS

Refer to Section 4.3.10.

5.3.11 SUSTAINABILITY AND ENVIRONMENTAL

Refer to Section 4.3.11.

5.3.12 WASTE MANAGEMENT

Refer to Section 4.3.12.

5.3.13 PROJECT SITE OFFICE

Refer to Section 4.3.13.

5.3.14 COMMISSIONING

The CM shall coordinate with the PWGSC Commissioning Manager in relation to any building systems, components and materials that were affected during the Optional Services Work portion of the Contract.

Refer to Section 4.3.14 for further detail.

5.3.14.1 COMMISSIONING PLAN AND SERVICES

Refer to Section 4.3.14.1.

5.3.15 ANTICIPATED SITE SHUTDOWNS

Refer to Section 4.3.15.

5.3.16 FIRE SAFETY REQUIREMENTS

Refer to Section 4.3.16.

5.3.17 HAZARDOUS MATERIALS

Refer to Section 4.3.17.

5.3.18 INTERACTIVE OPERATIONS AND MAINTENANCE (O&M) MANUALS

Refer to Section 4.3.18.

5.3.19 GUARANTEES AND WARRANTIES

Refer to Section 4.3.19.

5.3.20 CONSTRUCTION CLEANING

Refer to Section 4.3.20.

5.3.21 SITE SECURITY

Refer to Section 4.3.21.

5.3.22 NOISE, VIBRATION, ODOURS AND DELIVERIES

Refer to Section 4.3.22.

5.3.23 COORDINATION OF CONTRACTORS HIRED DIRECTLY BY PWGSC

Refer to Section 4.3.23.

5.4 POST-CONSTRUCTION SERVICES

Refer to Section 4.4.

Solicitation No. - N° de l'invitation
EP783-162280/A

Amd. No. - N° de la modif.
N/A

Buyer ID - Id de l'acheteur
FP003

Client Ref. No. - N° de réf. du client
20162280

File No. - N° du dossier
FP003 EP783-162280

Project No.- No. du projet
R.074138.001

ANNEX C-
CERTIFICATE OF INSURANCE

Description and Location of Work (1) Cliff Street Central Heating and Cooling Plant- 1 Fleet Street, Ottawa (2) NRC Central Heating and Cooling Plant- 98 Sussex Drive, Ottawa The project will involve implementing a number of minor capital repairs and upgrades to various systems and assets at the Cliff Street CHCP, in order to maintain and improve the overall operational integrity of the asset.	Contract No. EJ192-161693/A
	Project No. R.074606.001; R.074608.002; R.068891.001; R.074629.001; R.078284.001; R.074618.001; R.067627.003.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
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		
Commercial General Liability Umbrella/Excess Liability				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
				\$5,000,000	\$10,000,000	\$5,000,000
				\$	\$	\$
Builder's Risk / Installation Floater				\$ Value of Contract		

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.

<div></div> <div>Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)</div>	<div></div> <div>Telephone number</div>
<div>Signature</div>	<div></div> <div>Date D / M / Y</div>

Solicitation No. - N° de l'invitation
EP783-162280/A

Amd. No. - N° de la modif.
N/A

Buyer ID - Id de l'acheteur
FP003

Client Ref. No. - N° de réf. du client
20162280

File No. - N° du dossier
FP003 EP783-162280

Project No.- No. du projet
R.074138.001

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>).

Solicitation No. - N° de l'invitation
EP783-162280/A

Amd. No. - N° de la modif.
N/A

Buyer ID - Id de l'acheteur
FP003

Client Ref. No. - N° de réf. du client
20162280

File No. - N° du dossier
FP003 EP783-162280

Project No.- No. du projet
R.074138.001

ANNEX D- SECURITY REQUIREMENT CHECK LIST (SRCL)
(see next page)

Solicitation No. - N° de l'invitation
EP783-162280/A

Amd. No. - N° de la modif.
N/A

Buyer ID - Id de l'acheteur
FP003

Client Ref. No. - N° de réf. du client
20162280

File No. - N° du dossier
FP003 EP783-162280

Project No. - No. du projet
R.074138.001



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EP783162280

Security Classification / Classification de sécurité
UNCLASSIFIED

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	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 To complete the conservation of the exterior facade and roof of the Canada Four Corners building. The facade includes the Sparks and Metcalfe St. elevations only and includes foundation and masonry walls, windows, doors and mansard roof.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non 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? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (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.)		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

Solicitation No. - N° de l'invitation
EP783-162280/A

Amd. No. - N° de la modif.
N/A

Buyer ID - Id de l'acheteur
FP003

Client Ref. No. - N° de réf. du client
20162280

File No. - N° du dossier
FP003 EP783-162280

Project No. - No. du projet
R.074138.001



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EP783162280

Security Classification / Classification de sécurité
UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

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

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

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

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

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

Special comments:
Commentaires spéciaux : **RELIABILITY**

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes
Non Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

☒ No ☐ Yes
Non Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

Solicitation No. - N° de l'invitation
EP783-162280/A

Amd. No. - N° de la modif.
N/A

Buyer ID - Id de l'acheteur
FP003

Client Ref. No. - N° de réf. du client
20162280

File No. - N° du dossier
FP003 EP783-162280

Project No. - No. du projet
R.074138.001



Contract Number / Numéro du contrat

EP783162280

Security Classification / Classification de sécurité
UNCLASSIFIED

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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	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 ☐ Yes
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

Solicitation No. - N° de l'invitation
EP783-162280/A

Amd. No. - N° de la modif.
N/A

Buyer ID - Id de l'acheteur
FP003

Client Ref. No. - N° de réf. du client
20162280

File No. - N° du dossier
FP003 EP783-162280

Project No. - No. du projet
R.074138.001



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EP783162280

Security Classification / Classification de sécurité
UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Finkelstein, Emily

Project Manager

Telephone No. - N° de téléphone
819-775-7483

Facsimile No. - N° de télécopieur
819-775-7167

E-mail address - Adresse courriel
emily.finkelstein@lpsgc-pwsc.gc.ca

Date
2016/01/29

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Laville, Patricia

SO

Telephone No. - N° de téléphone
819-775-7438

Facsimile No. - N° de télécopieur
819-775-7348

E-mail address - Adresse courriel
patricia.laville@lpsgc-pwsc.gc.ca

Date

2016-02-02

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☐ No
☒ Yes

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Anna Kulycka

Contract Security Officer, Contract Security Division

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

Anna.Kulycka@lpsgc-pwsc.gc.ca
Tel: 613-953-1235 Fax: 613-954-4171

Feb 4, 2016

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

APPENDIX 1 - INTEGRITY PROVISIONS- LIST OF NAMES

COMPLETE LIST OF EACH INDIVIDUAL WHO ARE DIRECTORS AND OR OWNER OF THE BIDDER

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

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

Board of Directors (Use format - first name last name)		
First Name	Last Name	Position (if applicable)