



**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, Québec 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

Consultant Services Division/Division des services
d'experts-conseils
11 Laurier St./11 Rue Laurier
3C2, Place du Portage
Phase III
Gatineau, Québec K1A 0S5

| | |
|---|--|
| Title - Sujet EB Rehab Phase 1-Const Mgr-2016/17 | |
| Solicitation No. - N° de l'invitation EP747-171823/A | Date 2017-01-30 |
| Client Reference No. - N° de référence du client 20171823 | |
| GETS Reference No. - N° de référence de SEAG PW-\$\$FE-175-72342 | |
| File No. - N° de dossier fe175.EP747-171823 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-03-14 | 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: Lohnes, Melissa | Buyer Id - Id de l'acheteur fe175 |
| Telephone No. - N° de téléphone (873) 469-4911 () | 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 OPERATIONS-BIRKS BUILDING 107 SPARKS ST OTTAWA Ontario K1P5B5 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 |

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N/A
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N/A

Buyer ID - Id de l'acheteur
FE175
Project No.- No. du projet
R.042877.251

REQUEST FOR PROPOSAL (RFP)

IMPORTANT NOTICE TO BIDDERS

THIS DOCUMENT CONTAINS AN INDUSTRIAL SECURITY REQUIREMENT

For further instructions please consult "Special Instruction to Bidders", SI09, "Industrial Security Related Requirements" and "Supplementary Conditions" SC01 "Industrial Security Related Requirements".

TWO-ENVELOPE BID

This Bid shall be submitted following a "two-envelope" procedure. Refer to SI07 "Overview of Opening of Bids / Bid Selection and Evaluation Procedures" of the "Special Instructions to Bidders".

PWGSC UPDATE ON ASBESTOS USE

Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at <http://www.tpsgc-pwgsc.gc.ca/comm/vedette-features/2016-04-19-00-eng.html>

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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 BID DOCUMENTS

1. The following are the bid documents:
 - a) Request for Proposal (RFP); and
 - b) Special Instructions to Bidders (SI); and
 - c) Contract documents (CD); and
 - d) Supplementary Conditions (SC); and
 - e) General Instruction to Bidders - Construction services - Bid Security Requirements (GI); 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) Appendix 2 - Client Reference Form for Representative Project (projects 1 and 2); and
 - n) 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.

SI03 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.

SI04 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.

SI05 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted **in writing** to the Contracting Authority named on the Request for Proposal (RFP) - Page 1 at melissa.lohnes@tpsgc-pwgsc.gc.ca as early as possible within the solicitation period. Enquiries should be received no later than ten (10) 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.

SI06 OPTIONAL SITE VISIT

1. An optional site visit will be held on **FEBRUARY 21st 2017 AT 10:00AM.** Interested bidders are to meet at the Main Entrance located on the west side of **East Block, Parliament Hill, 111 Wellington Street, Ottawa, ON.** All Contractors will be required to sign-in and be screened at the guard house, and therefore must bring a piece of photo ID with them.
2. **All Optional Site Visit attendees MUST submit first and last names, cell phone numbers and company names to PWGSC a minimum of 72 hours prior to the date of the site visit.** PWGSC must provide the list to Parliamentary Protective Services prior to the site visit. Personnel showing up at the Optional Site Visit who were not included in the list to be provided in advance will not be permitted to participate.
3. Safety Attire: No PPE required. Reflective vests for walking the exterior perimeter is recommended.
4. Parking: There is no parking or vehicle access permitted on Parliament Hill for this Optional Site Visit.

SI07 OVERVIEW OF OPENING OF BIDS / BID SELECTION AND EVALUATION PROCEDURES

The following is an overview of the opening of the bids and the selection and evaluation procedures:

- 1. There will be no Public opening.**
2. Bid Opening, Selection and Evaluation Procedure;
 - a) Envelope A - "Technical Bid" will be opened first and will be reviewed and/or evaluated against the mandatory and point-rated requirements set out elsewhere in the RFP. Technical Bids meeting all of the minimum requirements are further considered. Failure to meet any or all of the mandatory and/or point-rated requirement(s) will render the bid non-compliant. Non-compliant bids will be given no further consideration and the Financial Bid envelope will be returned to the bidder unopened.
 - b) Envelope B - "Financial Bid" will be opened after the Technical Bid has been deemed compliant. The Financial Bid will be evaluated against the mandatory requirements set out elsewhere in the RFP, failure to comply with any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid. The compliant bid carrying the lowest price per point as set out elsewhere in the RFP will be recommended for contract award.
3. PWGSC normally expects to advise in writing unsuccessful Bidders within one week after PWGSC has entered into a contractual arrangement with the successful Bidder.
4. Bid results may be obtained from the Contracting Authority named on the cover page of the RFP following completion of the bid evaluation.

SI08 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 SI08 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 SI08 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 GI09 Rejection of Bid.

SI09 INDUSTRIAL SECURITY RELATED REQUIREMENTS

This document contains a mandatory security requirement for the performance of the subsequent contract (refer to clause SC01 of the Supplementary Conditions included herein).

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

SI10 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;
 - 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.

SI11 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;
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- 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.

SI12 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.

SI13 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>

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SI14 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.

SI15 FAIRNESS MONITOR

1. Canada has engaged Hallux Consulting Inc. as Fairness Monitor to monitor this Request for Proposal.

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 Bid Security Requirements
- GI07 Submission of Bid
- GI08 Revision of Bid
- GI09 Rejection of Bid
- GI10 Bid Costs
- GI11 Procurement Business Number
- GI12 Compliance with Applicable Laws
- GI13 Performance Evaluation
- GI14 Conflict of Interest - Unfair Advantage
- GI15 Code of Conduct - Bid
- GI16 Joint Ventures
- GI17 Debriefings
- GI18 Late Submissions

GI01 INTEGRITY PROVISIONS—BID (2016-04-04)

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:
- it has read and understands the [*Ineligibility and Suspension Policy*](#);
 - 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;
 - 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;
 - 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;
 - 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
 - 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 COMPLETION OF BID (2014-03-01)

- The bid shall be
 - submitted on the Bid and Acceptance Form provided through the Government Electronic Tendering Service (GETS) or on a clear and legible reproduced copy of such Bid and Acceptance Form that must be identical in content and format to the Bid and Acceptance Form provided through GETS;
 - based on the Bid Documents listed in the Special Instructions to Bidders;
 - correctly completed in all respects;
 - signed by a duly authorized representative of the Bidder; and
 - accompanied by
 - bid security as specified in GI06; and
 - any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the bid.
 - Subject to paragraph 6) of GI09, 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
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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 IDENTITY OR LEGAL CAPACITY OF THE BIDDER (2015-02-25)

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 APPLICABLE TAXES (2015-02-25)

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 CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES (2015-02-25)

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 BID SECURITY REQUIREMENTS (2014-06-26)

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 GI06
 - 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 GI06, 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 GI06 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 GI06 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;

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- 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 GI06 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.

GI07 SUBMISSION OF BID (2014-03-01)

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;

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- 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.

GI08 REVISION OF BID (2010-01-11)

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).

GI09 REJECTION OF BID (2014-09-25)

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 GI09, 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;

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- 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 GI09, 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 GI09, 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 GI09, other than subparagraph 2)(a) of GI09, 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.

GI10 BID COSTS (2015-02-25)

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.

GI11 PROCUREMENT BUSINESS NUMBER (2015-02-25)

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](#).

GI12 COMPLIANCE WITH APPLICABLE LAWS (2013-04-25)

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 GI12, 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 GI12 shall result in disqualification of the bid.

GI13 PERFORMANCE EVALUATION (2010-01-11)

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.

GI14 CONFLICT OF INTEREST - UNFAIR ADVANTAGE (2011-05-16)

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
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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.

GI15 CODE OF CONDUCT FOR PROCUREMENT—BID (2016-04-04)

The [*Code of Conduct for Procurement*](#) provides that Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Bidder is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement* may render the bid non-responsive.

GI16 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.

GI17 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.

GI18 LATE SUBMISSIONS

Submissions delivered after the stipulated closing date and time will be returned unopened.

CONTRACT DOCUMENTS (CD)

1. The following are the contract documents:

- a) Contract Page when signed by Canada;
- b) Duly completed Bid and Acceptance Form;
- 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 - Construction Services | 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 - >5M – Construction Services | R2882D (2016-01-28); |
| GC9 | Contract Security | R2890D (2014-06-26); |
| GC10 | Insurance | R2900D (2008-05-12); |
| Supplementary Conditions (SC) | | |

- g) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- h) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and acceptance of the bid; and
- i) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- j) The Contractor's 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/5/R>

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

SUPPLEMENTARY CONDITIONS (SC)

- SC01 Industrial 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 Price Escalation Clause based on CPI

SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS

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

1. The Contractor/Offeror personnel requiring access to secure work site(s) must, at all times during the performance of the Contract/Standing Offer, EACH hold a valid **SITE ACCESS** Clearance, granted or approved by the Canadian Industrial Security Directorate (CISD), **Public Services and Procurement Canada** (PSPC).
2. The Contractor/Offeror must comply with the provisions of the *Security Requirements Check List* and security guide (if applicable), attached at Annex D.

SC02 CHANGES TO CONTRACT DOCUMENTS

1. R2810D (2016-04-04) General Condition (GC) 1 - General Provisions - Construction Services is amended as follows:
 - a. Subsection GC1.1.2 Terminology is amended as follows:
 - i. Delete the term "Contractor" from GC1.1.2 in its entirety and replace with the following:
"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.
 - ii. Add the following new terms to GC 1.2.2 :
"Architectural and Engineering Services"
means services to provide a range of investigation and recommendation reports, planning, design, preparation, or supervision of the construction, repair, renovation or restoration of a work and includes contract administration services, for real property projects.
"Construction Services"
means construction, repair, renovation or restoration of any work except a vessel and includes; the supply and erection of a prefabricated structure; dredging; demolition;

environmental services related to a real property; or, the hire of equipment to be used in or incidentally to the execution of any construction services referred to above.

“Facility Maintenance Services”

means services related to activities normally associated with the maintenance of a facility and keeping spaces, structures and infrastructure in proper operating condition in a routine, scheduled, or anticipated fashion to prevent failure and/or degradation including inspection, testing, servicing, classification as to serviceability, repairs, rebuilding and reclamation, as well as cleaning, waste removal, snow removal, lawn care, replacement of flooring, lighting or plumbing fixtures, painting and other minor works.

- b. Subsection GC1.2.2 Order of precedence is amended as follows:

Delete sub-paragraph 1. f. drawings and specifications in its entirety and replace with the following:

f. Terms of Reference

- c. Section GC1.6 Indemnification by the Contractor is amended as follows:

Delete Section GC1.6 Indemnification by the Contractor in its entirety and replace 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.*
 - 3. 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.*
 - 4. 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.*
 - 5. 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*
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furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.

6. *Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.*

- d. General Condition (GC) 1 - General Provisions - Construction Services is amended as follows:

Add the following section in its entirety to (GC) 1:

GC1.22 Performance Evaluation-contract

1. *Contractors shall take note that the performance of the Contractor during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria:*
 - a. *quality of workmanship*
 - b. *time*
 - c. *project management*
 - d. *contract management*
 - e. *health and safety*
2. *A weighting factor of 20 points will be assigned to each of the five criteria as follows:*
 - a. *unacceptable: 0 to 5 points*
 - b. *not satisfactory: 6 to 10 points*
 - c. *satisfactory: 11 to 16 points*
 - d. *superior: 17 to 20 points*
3. *The consequences resulting from the performance evaluation are as follows:*
 - a. *For an overall rating of 85% or higher, a congratulation letter is sent to the Contractor.*
 - b. *For an overall rating of between 51% and 84%, a standard, meets expectations letter, is sent to the Contractor.*
 - c. *For an overall rating of between 30% and 50%, a warning letter is sent to the Contractor indicating that if, within the next two (2) years, they receive 50% or less on another evaluation, the firm may be suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.*
 - d. *For an overall rating of less than 30%, a suspension letter is sent to the Contractor indicating that the firm is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.*
 - e. *For a rating of 5 points or less on any one criterion, a suspension letter is sent to the Contractor indicating that the firm is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.*

The form [PWGSC-TPSGC 2913](#), Select - Contractor Performance Evaluation Report (CPEF), is used to record the performance.

2. R2830D (2015-02-25) - General Condition (GC) 3 - Execution and Control of the Work is amended as follows:

Delete Section GC3.7- Construction by Other Contractors or Workers in its entirety and replace with the following:

GC3.7 - 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 Contractor 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;*
 - 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 to the extent applicable. Such insurance shall be coordinated with the insurance coverage of the Contractor 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 Contractor's Health & Safety policies and procedures when performing work at the location of the project under the Contractor's control as Constructor on the project.*
3. *The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor has caused damage, delay, impact, or interference to the work of other contractors, the Contractor 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 Contractor and may require the Contractor to defend the action at the Contractor's expense and not as a Cost of the Work and without an adjustment in the Contract Fee. The Contractor 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.

3. R2850D (2016-01-28) General Condition (GC) 5 Terms of Payment > 100K - Construction Services is amended as follows:

- a. Section GC5.4 Progress Payment is amended as follow:
Add the following sub-section to CG5.4 Progress Payments

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

- b. R2850D - Section GC5.5 Substantial Performance of the Work is amended as follows:
Add the following sub-section to CG5.5 Substantial Performance

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.

4. R2860D (2016-01-28) General Condition (GC) 6 - Delays and Changes in the Work – Construction Services is amended as follows:

Section GC6.4 Determination of Price is amended as follows:
Delete Section GC6.4 Determination of Price in its entirety and replace with the following:

GC6.4 Determination of Price

- 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.
- c. The Contractor must be responsible to provide and maintain coverage for Completed Operations hazards on its Wrap-Up General Liability policy, for a period of two (2) 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 **BASIS OF PAYMENT Annex A** 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.

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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 between the Contractor and the Subcontractor or a part thereof, the price of any Subcontractor's change will be the aggregate estimated cost of labour, Plant and Material that is required for the change as agreed on in writing by the Contractor and Canada plus an allowance in accordance with SC05 3. c.
 - b. If a Unit Price Arrangement applies to the Contract between the Contractor and the Subcontractor 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 paragraph b., will be determined on the basis of the aggregate estimated cost of labour, Plant and Material that is required for the additional item as agreed on 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 the Subcontractor's cost estimate breakdown identifying, as a minimum, the estimated cost of labour, Plant, Material, any subcontract amount, and the amount of the allowance.
 - e. If no agreement is reached as contemplated in paragraph 1. the price shall be determined in accordance with section 3
 - f. Allowable Costs under paragraph 1. "Price Determination Prior to Undertaking Changes".
 2. Allowable Costs under paragraph 1. "Price Determination Prior to Undertaking Changes".
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a. General

- i. The Contractor shall submit a summary of the subcontractor's cost estimate breakdown for each contemplated change, in accordance with paragraph 1. d. "Price Determination Prior to Undertaking Changes". The breakdown shall itemize all labour, Material, Plant and equipment costs estimated by the Contractor's subcontractor, and the amount of the subcontractor allowance;
- ii. It is the responsibility of the Contractor to ensure that all prices included in the Contractor's breakdown to Canada of their subcontractors cost, 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 2. 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 2. d. 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 2. d. 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 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 Subcontractor 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:
 - Welfare contributions;
 - Pension contributions;
 - Union dues;
 - Training and industry funds contributions; and

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- 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:
- Employment Insurance contributions;
 - Canada Pension Plan or Quebec Pension Plan contributions;
 - Worker's Compensation Board or " Commission des normes, de l'équité, de la santé et de la sécurité du travail " premiums;
 - Public Liability and Property Damage insurance premiums; and
 - Health tax premiums.
- ii. In the case of non-union labour, all rates claimed shall be in accordance with industry standards and the Contractor's and its Subcontractor shall provide satisfactory proof of the rates actually paid
- c. Material, Plant and Equipment Costs
- i. The costs of all purchases and rentals shall be based on the actual amount paid to the suppliers by the Contractor or its Subcontractor and said costs are to include all applicable Discounts.
- d. Allowance to the Subcontractor
- i. The allowances provided 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
- The purchase or rental of material, plant and equipment;
 - The purchase of small tools and supplies;
 - Safety and protection measures; and
 - 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 on 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 for labour, Plant and Material that fall within one of the classes of expenditure described in paragraph b. 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 paragraph 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. and a. ii. of paragraph 3 shall be limited to the following categories of expenditure:
- i. payments to Subcontractors and Suppliers;
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- ii. wages, salaries bonuses and, if applicable, travel and lodging expenses of employees of the Subcontractors 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 Subcontractor generally employed at the head office or at a general office of the Subcontractor 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 Subcontractor, 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., if it appears that the final quantity of labour, Plant and Material under a price per unit item will exceed or be less than the estimated tendered quantity, the Contractor's Subcontractor 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 Subcontractor 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 subparagraph b., the price per unit shall be determined in accordance with paragraph 3.

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- 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's Subcontractor of performing or supplying the estimated tendered quantity and the unit cost of the Subcontractor 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
- 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 will the total price for an item that has been amended as a result of a reduction in quantity under subparagraph d., exceed the amount that would have been payable to the Contractor's Subcontractor 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:
 - f. coordinate and cooperate with the work of other contractors;
 - g. coordinate and schedule the Work with the work of other contractors and connect as specified or shown in the Contract Documents;
 - h. participate with other contractors and the Departmental Representative in reviewing their construction schedules when directed to do so;
 - i. 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
 - j. 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:
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- d. 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
 - e. Take all precautions reasonably possible to avoid labour or other disputes.
 - f. 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 PRICE ESCALATION CLAUSE BASED ON CPI

1. The Contractor's quoted Firm Per Diem rates (inclusive of overhead and profit) will be adjusted annually upon notification from the Contractor prior to the anniversary date of the contract commencing in 2015. The adjustment will be determined by the amount established based upon the average percentage change in the monthly change of the Consumer Price Index for Canada. All-items (Not Seasonally Adjusted), published in Statistics Canada Catalogue no.62-001-XPB, Table 5, for the 12-month period ending prior to the start of the 2nd year of the contract.

Example:

In Year 2 of a contract that started February 1, 2014, the Year 2 rates would be increase by .9% based upon the following information:

Solicitation No. - N° de l'invitation
EP747-171823/A
Client Ref. No. - N° de réf. du client
20171823

Amd. No. - N° de la modif.
N/A
File No. - N° du dossier
N/A

Buyer ID - Id de l'acheteur
FE175
Project No.- No. du projet
R.042877.251

| | % Change in Monthly CPI |
|------------------|-------------------------|
| January 2014 | 0.5 |
| February 2014 | 1.2 |
| March 2014 | 1.0 |
| April 2014 | 0.4 |
| May 2014 | 0.7 |
| June 2014 | 1.2 |
| July 2014 | 1.3 |
| August 2014 | 1.1 |
| September 2014 | 1.1 |
| October 2014 | 0.7 |
| November 2014 | 0.9 |
| December 2014 | 1.2 |
| Average % Change | 11.3/12 = 0.9% |

The Year 3 rates would be adjusted using the same calculation but with the January 2015-December 2015 12-month period and the Year 2 rates as the base. The pattern would follow for calculating the rates for each of the subsequent years of the contract.

2. To gain access to the CPI adjustment, the Contractor is required to submit a request in writing to the Contracting Authority, no later than 1 month prior to the anniversary date of the contract in each calendar year, Authorization of the rate adjustments is subject to the approval of the Contracting Authority. If the contractor fails to request a CPI adjustment by the anniversary date of the contract, it should be noted that any adjustment requested at a later date is not retroactive.
3. The CPI may be viewed at the following Statistics Canada Internet address:
<http://www.statcan.gc.ca/pub/62-001-x/2013009/t040-eng.htm>

SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

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

SRE 1 GENERAL INFORMATION

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

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

1.2 Format of Bid Package

- 1) **Envelope A - Technical Proposal:** In order to facilitate the evaluation of the technical proposal, Canada requests that bidders address and present topics in the order established in this SRE section of the RFP. To avoid duplication, Bidders may refer to different sections of their proposal by identifying the specific paragraph and page number where the subject topic has already been addressed.
 - a) The following format should be used when preparing the Technical Proposal:
 - Paper size should be - 216mm x 279mm (8.5" x 11");
 - Smallest font size should be 11 point Times or equal;
 - Margins should be 12 mm left, right, top, and bottom;
 - Double-sided submissions are preferred;
 - One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper; 279mm x 432 mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages.
 - b) The maximum number of pages (including text and graphics) to be submitted is 20 pages. The following are not part of this page limitation:
 - Covering Letter;
 - Front Page of the Proposal;
 - Client Reference Forms (Appendix B);
 - Health and Safety documentation. Refer to SRE 2.5 3a);
 - Resumes (limit 2 pages for each key personnel);
 - c) The consequence of exceeding the maximum 20 page limitation is that all pages extending beyond the first 20 pages will be removed from the Technical Proposal submission and will not be forwarded to the PWGSC Evaluation Committee for evaluation.

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- 2) **Envelope B – Bid and Acceptance Form:** Bidders shall submit their price in accordance with the Bid and Acceptance Form Appendix and GI06 Bid Security Requirements of the General Instructions to Bidders.

SRE 2 TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS AND EVALUATION

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

MANDATORY REQUIREMENTS

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

- 1) The Bidder has performed work as a Construction Manager or as a General Contractor on a construction project where the Bidder's contract was valued equal to or greater than \$15,000,000 at contract award, and the project has a Certificate of Completion issued between January 1, 2000 and November 30, 2016.

Information to be supplied:

- a) Description of one representative project the Bidder shall have delivered as a Construction Manager or as a General Contractor with a Certificate of Completion issued between January 1, 2000 and November 30, 2016.
b) Total construction value of the representative project at substantial completion.
c) Total value of the Bidder's contract for the representative project at contract award.

- 2.2 Mandatory Experience and Credentials of Key Personnel:** The resumes submitted in response to SRE 2.4, Experience – Bidder's Personnel, shall demonstrate the following mandatory requirements:

- 1) Project Manager:
- a) Shall have a minimum of 10 years construction experience; and
b) Shall:
- i. hold or be eligible to hold a valid Professional Engineer License issued in any province or territory in Canada; or
 - ii. hold or be eligible to hold a valid Architect License issued in any province or territory in Canada; or
 - iii. hold a bachelors degree in the field of Engineering or Architecture issued by an accredited university; or
 - iv. hold an Engineering Technologist Certification or an Architectural Technologist Certification issued in any province or territory in Canada; or
 - v. hold a certification such as PMP, Gold Seal, etc.
- 2) Site Superintendent:
- a) Shall have a minimum of 15 years construction experience with a minimum of 10 years experience in a Site Superintendent role; and
b) Shall have experience as a site superintendent on a construction project implemented in an occupied building.
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POINT RATED REQUIREMENTS

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

Information to be supplied:

Description of two (2) representative projects, at least one of which, the Bidder shall have delivered under a Construction Management type contract. Both projects shall have a Certificate of Completion issued between January 1, 2000 and November 30, 2016. The representative projects should be relevant to the scope of services required, and the scale and scope of the project described in this RFP. The following information is to be included for each representative project:

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

2.4 Experience - Bidder's Key Personnel:

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

Key Personnel:

- 1) Project Manager
 - 2) Site Superintendent
 - 3) Scheduler
 - 4) Cost Estimator
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Information to be supplied: Provide resumes for the Bidder's Key Personnel indicated herein. In addition to demonstrating the mandatory requirements for the identified Key-Personnel, resumes submitted for each of the key personnel should include the following:

- Academic and/or other relevant qualifications such as PMP, Gold Seal, etc.; include accomplishments and achievements;
- Pertinent experience on projects involving heritage work;
- Relevant experience in the proposed position and number of years experience in both the proposed position and the construction industry (if not done with Bidder firm, specify name of firm);
- Scheduling resource should have experience with Microsoft Project or Oracle Primavera scheduling software;
- Cost Estimating resource should have experience with all aspects of construction cost estimating using CIQS Elemental Format estimating and Trade Format estimating, as well as the use of Earned Value Management, Cost Analysis, Risk Analysis, Life Cycle Costing, and Value Engineering/Management techniques.
- Role, responsibility and degree of involvement of individual in past projects. A higher score will be given to key personnel who had a significant role in projects identified in SRE2.3.

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

Information to be supplied:

- 1) **Organization Chart & Resource Allocation:** Provide an organization chart identifying the position titles and names of the full Bidder's team, including the Key Personnel identified in SRE Section 2.5, and all other Bidder personnel proposed to furnish the services required for this contract. The Bidder's organization chart should clearly demonstrate the resources proposed for each of the three service categories (Pre-Construction Services, Construction Services, and Post-Construction Services) including all support personnel and back-up personnel. Describe in detail, the roles and responsibilities of the personnel selected and provide a narrative clearly explaining the rationale for the proposed project resourcing against the project objectives.
 - 2) **Work Plan and Methodologies**
 - a) Describe how pre-construction services will be provided during the construction documentation stages as well as through the four construction sub-phases of the exterior envelope work;
 - b) The required services under this contract include three distinct service categories (Pre-Construction Services, Construction Services, and Post-Construction Services). Describe how the bidder will organize resources to address these services and how the bidder will manage those resources to ensure a cohesive and coordinated team;
 - c) Describe the bidder's understanding of the Constraints and Challenges identified within the Terms of Reference. Describe the methodologies the Bidder will employ to fulfill the Health & Safety mandate for this project;
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- d) Provide a description of the proposed tendering services and explain how schedule control will be applied throughout the delivery of the Project;
 - e) Provide a description of the proposed scheduling services and explain how schedule control will be applied throughout the delivery of the Project;
 - f) Provide a description of the proposed costing services and explain how cost control will be applied throughout the delivery of the Project;
 - g) Provide a narrative on your understanding of Constructability and Bid-ability review highlighting the key elements of such reviews.
 - h) Provide a narrative on your understanding of the requirement to monitor the construction progress of the sub-contractors engaged in performing the work. Specifically, describe your proposed methodology to address the requirements of section 4.3.3 CONSTRUCTION MONITORING of the Terms of Reference.
- 3) Health & Safety (H&S) Plan and Record
- a) Provide a copy of the Bidder's Corporate Health and Safety Policy, Program, and Procedural documentation.
 - b) Based on the Bidder's understanding of the project from the information provided in this RFP, provide a narrative describing how the Bidder will implement a Site Specific Health & Safety Plan for this project.
 - c) Provide a description of how the Bidder intends to provide ongoing qualified health and safety staffing and services throughout the duration of the project, including shift work when required.
 - d) Describe the experience of the Bidder's proposed 'Constructor' role (as defined in the Occupational Health and Safety Act and Regulations for Construction Projects) including any industry certification or professional designations such as; Canadian Registered Safety Professional (CRSP), certified Health & Safety Consultant (CHSC), Gold Seal Health & Safety certified or Construction Health & Safety Officer (CHSO). Describe how this team is qualified to provide the required Constructor role for this project.

TECHNICAL EVALUATION

| MANDATORY REQUIREMENTS | | | | |
|------------------------|--|-------|--------------|-------------|
| SRE | What will be evaluated <i>Mandatory Requirements: Pass / Fail</i> | Meets | Doesn't Meet | Pass / Fail |
| 2.1 | Mandatory Bidder Experience | | | |
| 1) | Construction Manager or General Contractor on \$15M Project | | | |
| 2.2 | Mandatory Experience and Credentials of Key Personnel | | | |
| 1) | Mandatory Experience of the Project Manager | | | |
| 2) | Mandatory Experience of the Superintendent | | | |
| | | | | |

| POINT RATED REQUIREMENTS | | | | |
|--------------------------|---|-------|--------|----------------|
| SRE | What will be evaluated <i>Maximum Score: 1000 Points;</i> | Score | Weight | Weighted Score |
| 2.3 | Experience of the Bidder <i>Maximum Score: 150 Points</i> | | | |
| 1) | Representative project relevance | 0-10 | 8 | 80 |
| 2) | Management of the representative projects | 0-10 | 7 | 70 |
| 2.4 | Experience of Key Personnel of the Bidder <i>Maximum Score: 250 Points</i> | | | |
| 1) | Experience of the Project Manager | 0-10 | 10 | 100 |
| 2) | Experience of the Site Superintendent | 0-10 | 7 | 70 |
| 3) | Experience of the Scheduler | 0-10 | 4 | 40 |
| 4) | Experience of Cost Estimator | 0-10 | 4 | 40 |
| 2.5 | Management of the Services <i>Maximum Score: 600 Points</i> | | | |
| 1) | Organization Chart & Resources Allocation Chart | 0-10 | 20 | 200 |
| 2) | Work Plan & Methodologies | 0-10 | 25 | 250 |
| 3) | Health & Safety Plan and Record | 0-10 | 15 | 150 |
| | | | | |

EVALUATION GRID

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

SRE 3 PRICE EVALUATION

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

SRE 4 BASIS OF SELECTION

- 4.1** To be declared responsive, a bid package shall:

- Comply with all the requirements of the bid solicitation; and
- Obtain a **"Pass"** score for each of the mandatory requirement outlined in Section 2.1 and 2.2; and
- Obtain a minimum 50% Point Rated Score for each of the Point Rated Requirements outlined in Section 2.3, 2.4, and 2.5; and
- Obtain a minimum 60% Point Rated Score for the cumulative Total Weighted Score of the Point Rated Requirements outlined in Sections 2.3, 2.4, and 2.5; and
- The price bid shall consist of the Bid and Acceptance Form, duly completed and accompanied by the required bid security.

- 4.2** **BID PACKAGES NOT MEETING A), OR B), OR C), OR D), OR E) ABOVE WILL BE DECLARED NON-RESPONSIVE.**

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

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

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BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Construction Manager
East Block Exterior Rehabilitation Project
Parliament Hill, Ottawa, Ontario

Solicitation Number: EP747-171823/A

Project Number: R.042877.251

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Contact Name: _____

Telephone: _____ Fax: _____ PBN: _____

Security Certificate Number: _____

BA03 THE OFFER

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

| |
|--|
| <p>\$ _____ (excluding applicable taxes)</p> <p><i>(to be expressed in numbers only)</i></p> |
|--|

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

(A) FIXED MONTHLY FEE (Appendix B, Basis of Payment – Section 2. A)

| CATEGORY OF SERVICE | APPLICABLE TERMS OF REFERENCE | FIRM FIXED MONTHLY FEE | ESTIMATED DURATION | SUB-TOTAL |
|---|----------------------------------|------------------------|--------------------|---------------------|
| Pre-Construction | Sections 1, 2, 3 RS 4.1 - 4.2 | \$ _____ | X 2 months = | \$ _____ |
| Pre-Construction, Construction, Post-Construction | Sections 1, 2, 3 RS 4.1 - 4.4 | \$ _____ | X 43 months = | \$ _____ |
| Post-Construction | Sections 1, 2, 3 RS 4.4 | \$ _____ | X 3 months = | \$ _____ |
| TOTAL: | | | | \$ _____ (A) |

(B) PERCENTAGE CONSTRUCTION FEE (Appendix B, Basis of Payment, Section 2. B)

| CATEGORY OF SERVICE | APPLICABLE TERMS OF REFERENCE | FIRM PERCENTAGE FEE | ESTIMATED CONSTRUCTION COST | TOTAL |
|---------------------|----------------------------------|---------------------|-----------------------------|---------------------|
| Construction | Sections 1, 2, 3 RS 4.1 & 4.3 | _____ % | X \$30,600,000 = | \$ _____ (B) |

(C) BONDING & INSURANCE (Appendix B, Basis of Payment, Section 4. A)

\$ _____ **(C)**

(D) CASH ALLOWANCE (Appendix B, Basis of Payment, Section 4. B)

\$ 200,000.00 **(D)**

(E) FIRM HOURLY RATES (Appendix B, Basis of Payment - Section 2. D)

Firm Hourly Rates:** Hourly Rates to be based on the Bidder's hourly rate for the Bidder's Personnel (inclusive of payroll costs, overhead and profit) for Additional Personnel (Item 2D) of Appendix B. Payment for any additional services or personnel will be based on the hourly rate and paid on the basis of actual hours worked.

| CATEGORY OF PERSONNEL | FIRM HOURLY RATE* (X) | ESTIMATED ANNUAL HOURS (Y) | EXTENDED TOTAL (X x Y) |
|------------------------------|-----------------------------|----------------------------------|------------------------------|
| Project Manager | \$ | X 200 = | \$ |
| Intermediate Project Manager | \$ | X 200 = | \$ |
| Superintendent | \$ | X 200 = | \$ |
| Cost Estimator | \$ | X 200 = | \$ |
| Scheduler | \$ | X 200 = | \$ |
| Health & Safety Officer | \$ | X 200 = | \$ |
| General Labour | \$ | X 200 = | \$ |
| General Carpenter | \$ | X 200 = | \$ |
| Lift Operator | \$ | X 200 = | \$ |
| Flag Person | \$ | X 200 = | \$ |
| Administrative | \$ | X 200 = | \$ |
| TOTAL | | | \$ _____ (E) |

**The above Firm Hourly Rates will be increased on an annual fiscal year basis using the corresponding rate increases in the Canadian Consumer Price Index, refer to SC10.*

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

- 1 In order to ensure that fair and competitive hourly rates are received for each of the category of personnel the following requirements must be adhered to:
 - a) the Bidder must provide an hourly rate for each category of personnel,
 - b) the hourly rates must reflect the level of experience for each of the listed category of personnel.
For example, if an hourly rate for personnel at the intermediate level exceeds the hourly rate for personnel at the senior level in the same category both hourly rates will be deemed not to reflect the appropriate level of experience;
 - c) the hourly rate for any given listed category of personnel cannot be \$0.00 or nil value.

FAILURE TO COMPLY WITH A OR B OR C ABOVE WILL RENDER THE BID NON-RESPONSIVE.

2. The Contractor is to hold the fixed monthly fee for any delays in any phases that would cumulatively affect the total duration of the phase by up to 3 months. The fixed monthly fee would be subject to negotiation for any phase which is delayed beyond 3 months. For any partial months, the fixed monthly fee will be calculated on a prorated basis.
3. Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.
4. Any errors in the addition or multiplication of the amounts in subparagraphs A, B, C, D, and E of BA03 will be corrected by Canada to obtain the TOTAL BID AMOUNT. In the case of error in the extension or addition of unit prices, the unit price will govern.
5. The Bidder's fixed monthly fee, submitted in response to this RFP, shall apply for any delays or extensions of any services in any phase that would cumulatively affect the total duration of the phase by up to 4 months. The fixed monthly fee would be subject to negotiation for any phase which is delayed or extended beyond 4 months.

BA04 BID VALIDITY PERIOD

1. The Bid must not be withdrawn for a period of **one-hundred twenty (120) days** following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

1. Upon acceptance of the Contractor's Bid by Canada, a binding Contract will be formed between Canada and the Contractor. The documents forming the Contract will be the contract documents referred to in Contract Documents.
2. The contract value will be determined by adding the amounts bid for items BA03 1 a, b, c, and d (excluding Applicable Taxes). Hourly rates as included in Article 1 (d) are not included in the total contract value.

BA06 CONSTRUCTION TIME

1. The full scope of work must be completed within **4 years (48 months)** from contract award.

BA07 BID SECURITY

1. The Bidder must enclose bid security in envelope two of its bid in accordance with GI08 Bid Security Requirements.

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BA08 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 for Construction Services shall be comprised of the following:

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

2. CONTRACTOR'S FEE

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

A. FIXED MONTHLY FEES

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

The fixed monthly fees will include:

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

assistant superintendents, etc.

B. PERCENT CONSTRUCTION FEE

The percent construction fee includes:

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

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

C. SITE LABOUR COSTS

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

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

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

D. ADDITIONAL PERSONNEL

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

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

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

3. CONSTRUCTION COSTS

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

Construction Costs will include:

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

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4. ALLOWABLE DISBURSEMENTS

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

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

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

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ANNEX B – TERMS OF REFERENCE

(Electronic Attachment to this document)

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ANNEX C - CERTIFICATE OF INSURANCE

| | |
|---|---|
| Description and Location of Work EAST BLOCK REHABILITATION – CONSTRUCTION MANAGEMENT SERVICES | Contract No. EP747-171823/A Project No. R.042877.251 |
|---|---|

| | | | | |
|---|-----------------------|------|----------|-------------|
| 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 | | | | Per Occurrence \$ | Annual General Aggregate \$ | Completed Operations Aggregate \$ |
| Umbrella/Excess Liability | | | | \$ | \$ | \$ |
| Builder's Risk | | | | \$ | | |
| Wrap-up General Liability | | | | <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence | | Aggregate \$ |
| All Risk in Transit Insurance | | | | \$ | | |
| Environmental Impairment Liability Insurance | | | | <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence | | Aggregate \$ |
| Contractors Pollution Liability | | | | <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence | | Aggregate \$ |

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

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

Telephone number

Signature

Date D / M / Y

General

1. 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.
2. 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.
3. 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.
4. 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

Scope of Policy

1. The insurance coverage provided must not be less than that provided by IBC Form 2100, as amended from time to time, and must have:
 - a) an Each Occurrence Limit of **not less than \$5,000,000**; and
 - b) a Completed Operations Aggregate Limit of **not less than \$5,000,000**.

Insured

1. The policy must insure the Contractor and must include Canada, represented by Public Works and Government Services Canada as an additional Insured, with respect to liability arising out of the operations of the contractor with regard to the work.

Period of Insurance

1. Unless otherwise directed in writing by Canada, or, otherwise stipulated elsewhere herein, the policy required herein must be in force and be maintained from the date of contract award until the day of issue of the Certificate of Completion.
2. The Contractor must be responsible to provide and maintain coverage for Completed Operations Liability for a period of four (4) years, starting two (2) years after the date of the Certificate of Substantial Performance.

WRAP-UP GENERAL LIABILITY

Scope of Policy

1. The insurance coverage provided must be primary to all other insurance policies and must not be substantially less than that provided by IBC Form 2100, as amended from time to time, except for liability arising from damage to the Work during construction, which must be limited to the completed operations period.
2. The policy must include an extension for a standard provincial and territorial form of non-owed automobile liability policy.
3. 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 building or land whether such support be natural or otherwise if the work is performed by the insured contractor.
 - e) Damage to existing structure

Amount of Insurance

1. The policy must have:
 - a) an Each Occurrence Limit of not less than **\$25,000,000**; and
 - b) a Completed Operations Aggregate Limit of not less than **\$25,000,000**.
2. Umbrella or excess liability insurance may be used to achieve the required limits.

Insured

1. The policy must insure the Contractor and must include, as additional insured:
 - a) Canada, represented by Public Works and Government Services Canada;
 - b) All consultant; and
 - c) Any Subcontractor at any tier performing any part of the Work.
2. The Insurer must provide a waiver of subrogation against any named or additional insured.

Period of Insurance

Unless otherwise directed in writing by Canada, or, otherwise stipulated elsewhere herein, the policy required herein must be in force and be maintained from the date of contract award until the day of issue of the Certificate of Completion except that the coverage for completed operations hazards must, in any event, be maintained for a period of at least two (2) years beyond the date of the Certificate of Substantial Performance.

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BUILDER'S RISK

Scope of Policy

1. The insurance coverage provided by a Builder's Risk policy must not be less than that provided by IBC Forms 4042 and 4047, as amended from time to time.
2. The policy must permit use and occupancy of the project, or any part thereof, where such use and occupancy is for the purposes for which the project is intended upon completion.
3. The policy may exclude or be endorsed to exclude coverage for loss or damage caused by any of the following:
 - a) Asbestos;
 - b) Fungi or spores;
 - c) Cyber;
 - d) Terrorism.

Amount of Insurance

1. The amount of insurance must **not be less than the sum of the contract value plus the declared value** (if any) set forth in the contract documents of all material and equipment supplied by 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.

Insured

1. The policy must insure the Contractor and must include, as an additional Insured, Canada, represented by Public Works and Government Services Canada.

Period of Insurance

1. Unless otherwise directed in writing by Canada, or, stipulated elsewhere herein, the policy required herein must be in force and be maintained from prior to the commencement of work until the day of issue of the Certificate of Substantial Performance.

Insurance Proceeds

1. The policy must provide that the proceeds thereof are payable to Her Majesty or as Canada may direct in accordance with GC10.2, "Insurance Proceeds".
2. The Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

ALL RISK IN TRANSIT INSURANCE

The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of **not less than \$750,000.00**. The Government Property must be insured on replacement cost (new) basis.

1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
2. The All Risk Property in Transit insurance must include the following:
 - a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.
 - b) Loss Payee: Canada as its interest appears or as it may direct.
 - c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Public Works and Government Services

ENVIRONMENTAL IMPAIRMENT LIABILITY INSURANCE

1. The Contractor must obtain Contractors Pollution Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for **not less than \$10,000,000 per accident or occurrence** and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Pollution Liability insurance policy must include the following: Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows:
 - a) Canada, represented by Public Works and Government Services Canada.
 - b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Officer thirty (30) days written notice of policy cancellation.
 - c) Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - e) Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
 - f) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of

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Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgment of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Officer. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

CONTRACTORS POLLUTION LIABILITY


The policy must have a limit usual for a contract of this nature, but not less than **\$1,000,000** per incident or occurrence and in the aggregate.

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N/A

Buyer ID - Id de l'acheteur
FE175
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R.042877.251

ANNEX D - SECURITY REQUIREMENTS CHECK LIST (SRCL)

| | | | |
|---|--|--------------------------------|--|
|  | Government of Canada Gouvernement du Canada | RECEIVED OCT 20 2016 | Contract Number / Numéro du contrat EP747-17-1823 |
| | | | Security Classification / Classification de sécurité UNCLASSIFIED |

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

| | | |
|---|--|--|
| PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE | | |
| 1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Public Works and Government Services Canada | | 2. Branch or Directorate / Direction générale ou Direction Parliamentary Precinct Branch |
| 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 East Block Rehabilitation Phase 1 - Construction Manager | | |
| 5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? | | <input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui |
| 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? | | <input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui |
| 6. Indicate the type of access required / Indiquer le type d'accès requis | | |
| 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.) | | <input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui |
| 6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. | | <input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui |
| 6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? | | <input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui |
| 7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès | | |
| Canada <input type="checkbox"/> | NATO / OTAN <input type="checkbox"/> | Foreign / Étranger <input type="checkbox"/> |
| 7. b) Release restrictions / Restrictions relatives à la diffusion | | |
| No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/> | All NATO countries Tous les pays de l'OTAN <input type="checkbox"/> | No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/> |
| Not releasable À ne pas diffuser <input type="checkbox"/> | | |
| Restricted to: / Limité à : <input type="checkbox"/> | Restricted to: / Limité à : <input type="checkbox"/> | Restricted to: / Limité à : <input type="checkbox"/> |
| Specify country(ies): / Préciser le(s) pays : | Specify country(ies): / Préciser le(s) pays : | Specify country(ies): / Préciser le(s) pays : |
| 7. c) Level of information / Niveau d'information | | |
| PROTECTED A PROTÉGÉ A <input type="checkbox"/> | NATO UNCLASSIFIED 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

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of Canada

Gouvernement
du Canada

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PART A (continued) / PARTIE A (suite)

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

☐ RELIABILITY STATUS
COTE DE FIABILITÉ

☐ CONFIDENTIAL
CONFIDENTIEL

☐ SECRET
SECRET

☐ TOP SECRET
TRÈS SECRET

☐ TOP SECRET - SIGINT
TRÈS SECRET - SIGINT

☐ NATO CONFIDENTIAL
NATO CONFIDENTIEL

☐ NATO SECRET
NATO SECRET

☐ COSMIC TOP SECRET
COSMIC TRÈS SECRET

☒ SITE ACCESS
ACCÈS AUX EMPLACEMENTS

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

11. d) 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

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Government of Canada
Gouvernement du Canada

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

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

| Category Catégorie | PROTECTED PROTÉGÉ | | | CLASSIFIED CLASSIFIÉ | | | NATO | | | | COMSEC | | | | | |
|---|----------------------|---|---|------------------------------|--------|---------------------------------|---|--|----------------|---|----------------------|---|---|--------------|--------|---------------------------------|
| | A | B | C | CONFIDENTIAL CONFIDENTIEL | SECRET | TOP SECRET TRÈS SECRET | NATO RESTRICTED NATO DIFFUSION RESTREINTE | NATO CONFIDENTIAL NATO CONFIDENTIEL | NATO SECRET | COSMIC TOP SECRET COSMIC TRÈS SECRET | PROTECTED PROTÉGÉ | | | CONFIDENTIAL | SECRET | TOP SECRET TRÈS SECRET |
| | | | | | | | | | | | A | B | C | | | |
| Information / Assests Renseignements / Biens Production | | | | | | | | | | | | | | | | |
| IT Media / Support TI | | | | | | | | | | | | | | | | |
| IT Link / Lien électronique | | | | | | | | | | | | | | | | |

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

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

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

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

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

☒ No
Non ☐ Yes
Oui

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

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

APPENDIX 1

INTEGRITY PROVISIONS - LIST OF NAMES

(Text copied from the Ineligibility and Suspension Policy <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html> dated 2016-04-04)

List of names: All bidders, regardless of their status under the Policy, must submit the following information when participating in a procurement process or real property transaction:

- bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- bidders that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of bids or offers is completed, or has not been received in a procurement process or real property transaction where no bid/offer will be submitted, the contracting authority will inform the bidder of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the bidder otherwise disqualified for award of a contract or real property agreement.

| <u>Board of Directors / Owner (Use format - first name last name)</u> | | |
|---|------------------|---------------------------------|
| <u>First Name</u> | <u>Last Name</u> | <u>Position (if applicable)</u> |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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APPENDIX 2

CLIENT REFERENCE FORM FOR REPRESENTATIVE PROJECT (Project 1)

Client Letter of Reference

This hereby confirms that the following contractor _____,
executed the work for the following project _____, as the
constructor.

Project Details:

- The representative project (1) was delivered under a Construction Management type contract:
Yes____, No____ and;
- The representative project (1) project scope is relevant to the scope of services required, and the
scale and scope of the project described in this RFP. **Yes____, No____ and;**
- The representative project (1) project has a Certificate of Completion issued between January 1,
2000 and November 30, 2016. **Yes____, No____.**

Project Location: _____

Initial Contract Value (excluding taxes)

Final Contract Value (excluding taxes)

Original Planned Completion Date

Actual Certificate of Completion Date

I hereby certify the information provided in this client reference form to be true and factual.

Client Name: _____ Client Title: _____

Client Signature _____

Date _____

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N/A

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APPENDIX 2

CLIENT REFERENCE FORM FOR REPRESENTATIVE PROJECT (Project 2)

Client Letter of Reference

This hereby confirms that the following contractor _____,
executed the work for the following project _____, as the
constructor.

Project Details:

- The representative project (2) project scope is relevant to the scope of services required, and the scale and scope of the project described in this RFP. **Yes____, No____ and;**
- The representative project (2) project has a Certificate of Completion issued between January 1, 2000 and November 30, 2016. **Yes____, No____.**

Project Location: _____

Initial Contract Value (excluding taxes)

Final Contract Value (excluding taxes)

Original Planned Completion Date

Actual Certificate of Completion Date

I hereby certify the information provided in this client reference form to be true and factual.

Client Name: _____ Client Title: _____

Client Signature _____

Date _____

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

Terms of Reference

East Block Rehabilitation

PPB PWGSC

29-01-2017

Terms of Reference as part of a Request for Proposal for Construction Management
services for the East Block Rehabilitation

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1 DESCRIPTION OF PROJECT

1.1 SCOPE OF CONTRACT

Public Works and Government Services Canada (PWGSC) is rehabilitating the East Block located at 111 Wellington Street on Parliament Hill 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 includes four main service categories described in the Required Services Section 4.0: General Requirements, Pre-Construction Services, Construction Services and Post-Construction Services.

Construction is defined as the work required to deliver a complete project. The CM will be contracted to undertake the management of the construction activities required to implement the first phase of the East Block Rehabilitation project. The exterior Work includes but is not limited to site work, masonry, masonry cleaning, windows and doors, roof, cresting, and interior work required to facilitate exterior work. Refer to Section 1.2 for further detail.

Concurrently, PWGSC has engaged a Design Consultant to prepare Construction and Tender Documents, to provide tendering assistance, and to provide site review services during construction.

1.1.1 PROJECT INFORMATION

| | |
|------------------------------|--|
| Location of the Project: | 111 Wellington Street, Ottawa, ON, Canada |
| PWGSC Project Number: | R.042877.251 |
| Client: | PWGSC, Parliamentary Precinct Branch (PPB) |
| Departmental Representative: | as directed by PPB |
| Contracting Authority: | Real Property Contracting Directorate (RPCD) |

1.1.2 BACKGROUND INFORMATION

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

The East Block rehabilitation will be implemented in two phases.

The first phase, with construction beginning in fiscal year 2017/2018 and running through to 2020/2021, is primarily an envelope rehabilitation project with minor associated interior works focusing on the rehabilitation and seismic upgrade of the

exterior building envelope at Four Critical Areas of the 1867 Wing. The four Critical Areas are described as: Southeast Tower, South Pavilion, Southwest Tower, and Governor General's (West) Pavilion. The exterior work is expected to proceed under four concurrent construction sub-phases, one for each of the four Critical Areas. In addition to the four Critical Areas, between 2017/18 and 2020/21 there may be annual exterior envelope repair projects at various locations around the 1867 Wing. During this first phase, the building will be occupied. The building occupants affected by each sub-phase may be relocated to swing space within the building as required.

The second phase will focus on the remaining 1867 Wing and full 1910 Wing exterior work, completing the seismic reinforcement program for the entire building, replacing the interior base building systems, and a fit up of interior spaces. Given the impact of the interior interventions, this phase requires a vacant building.

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

1.2 OVERVIEW OF CONSTRUCTION ACTIVITIES

1.2.1 CONSTRUCTION ACTIVITIES

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

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

Work will also include the relocation of the current main entrance of the building to a new temporary location, and the dismantling of selected security and lighting equipment which is currently anchored on the building. During the construction period, it shall be temporarily relocated and permanently reattached to the structure after the scaffolding is removed. This work is to be co-ordinated with the authorities having jurisdiction.

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, and exterior building facade lighting.
- b) **Masonry**: Complete masonry rehabilitation and conservation of all masonry elements on the Four Critical Areas, including the interior masonry components

in the Southwest Tower vestibule and in the unoccupied upper portions of the towers.

- c) **Masonry Cleaning**: The scope of work will include the cleaning of exterior masonry on the Southeast Tower, Southwest Tower and Governor General's Pavilion critical areas (three of the four critical areas).
- d) **Windows and doors**: Removal, restoration and/or rehabilitation of all exterior windows and doors at the four Critical Areas, as well as some selected in-situ wood window repairs as part of the annual exterior envelope repair projects. Third floor dormer repairs may also be included in the annual exterior envelope repair projects.
- e) **Roof**: Roofing scope includes the replacement of the Southwest and Southeast Tower copper roofs, and repairs and/or flashing modifications at the South and Governor General's Pavilions. Roofing work will also include flat roofing replacement in some 1867 Wing areas as part of the annual exterior envelope repair projects.
- f) **Ironwork**: The ironwork at the Southeast and Southwest Towers will be removed to facilitate the installation of new copper roofing. The work includes removal, conservation, and reinstallation of all wrought iron roof cresting. Cresting may also have to be removed and stored for flat roofing replacement activities.
- g) **Interior Work required to facilitate exterior work**: In the interior spaces, the scope of work includes the protection of related interior offices, walls, windows and mouldings (plaster, drywall, wood) during the work, and the repair and painting of related interior elements. Other interior work will include: hoarding and associated security to separate construction areas from occupied spaces; relocation of the security equipment from the current main entrance to another temporary entrance location; Mechanical and Electrical building system adjustments where affected by the construction activities; and repair / reinstate interior spaces following construction in each area.
- h) **Interior minor work**: A number of minor interior works have been identified which are required to allow the building to remain occupied during implementation and to permit the business of the Senate to continue in the building through the duration of the exterior rehabilitation work. These include some minor relocation work within the building, office fit-up activities, and minor building system upgrades.
- i) **Envelope Investigation Work**: There will be a need to create a limited number of investigative openings, both on the exterior facade of the building, as well as openings in interior surfaces, to allow the Design Consultant to view conditions within the wall structure. This investigative work may include scaffolding, hoarding, masonry work, and other associated tasks.

- j) **Annual Screening:** There will be a need to supply lifts and operators, cranes on weekends, traffic signage, barricades, and flagging to enable performance annual exterior envelope screening.

| <u>Area 1</u> Southeast Tower | <u>Area 2</u> South Entrance | <u>Area 3</u> Southwest Tower | <u>Area 4</u> Governor General Entrance |
|---|---|---|---|
| <ul style="list-style-type: none">• Full exterior masonry rehabilitation• Masonry cleaning• Door & Windows• Copper Roofing• Ironwork• Lighting | <ul style="list-style-type: none">• Localized masonry repairs• In situ door repair• Repair stairs | <ul style="list-style-type: none">• Full exterior masonry rehabilitation• Masonry cleaning• Interior masonry in vestibule & upper tower• Door & Windows• Copper Roofing• Ironwork• Lighting | <ul style="list-style-type: none">• Full exterior masonry rehabilitation including Porte Cochère• Masonry cleaning• Door & Windows• Flashing• Security Upgrade• Lighting |
| Annual repair projects for the remainder of the 1867 Wing Envelope | | | |

1.2.2 IMPLEMENTATION STRATEGY

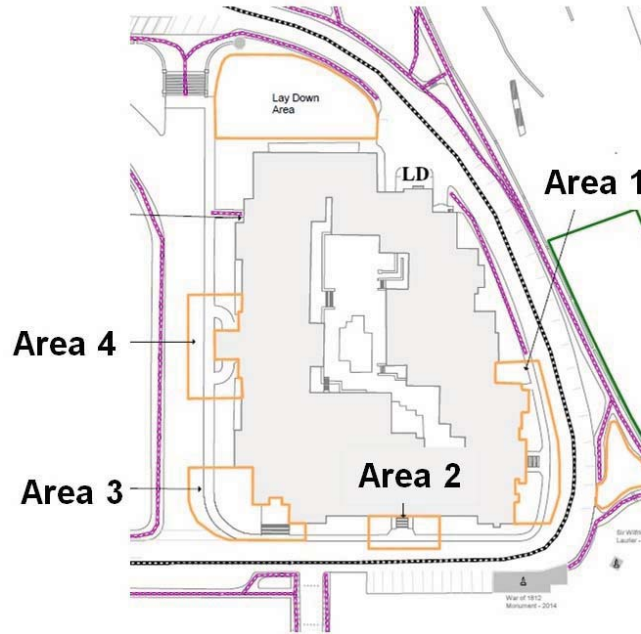
a) General

As outlined in Section 1.1.2 above, these Terms of Reference describe the scope of work required for the first phase of the project, which is predominately an envelope rehabilitation project with some minor interior work. The minor interior work is required to support and facilitate the exterior rehabilitation work, and to permit the business of the occupants to continue in the building.

b) Exterior Rehabilitation: Phased Approach & Tender Packages

The current construction implementation strategy is to complete the first phase of the project in four construction sub-phases, one for each Critical Area:

East Block Rehabilitation
Phased Construction Implementation Strategy



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

For the Four Critical Repair Areas, the Consultant will be providing two separate tender-ready construction packages with full scope of work. The first tender package will include full scope for Construction Sub-Phases One and Two (Southeast Tower & South Pavilion), and the second tender package will include full scope for Construction Sub-Phases Three and Four (Southwest Tower & GG Pavilion). The two full scope packages will not be provided by the Consultant in separate trade packages; it will be the CM's responsibility to package the Consultant's documents for individual sub-contractor bidding.

The Consultant will be providing individual, full scope tender-ready construction packages for each of the annual envelope repair projects. It will be the CM's responsibility to package the Consultant's documents for individual sub-contractor bidding.

Construction will be performed using a phased approach with progressive release of work packages, using the two tender-ready construction packages prepared by the Consultant. Immediately after contract award, the CM shall work closely with

PWGSC and the Consultant to establish the Master Construction Schedule and Tender Package Schedule as well as the temporary service requirements.

The site perimeters depicted in orange in the above image will not remain static throughout the duration of the Work. Future Centre Block Rehabilitation work will impact space available for construction yard perimeters.

c) Move Sequence Strategy

Following the relocation of the House of Commons (HOC) out of East Block, currently planned for early 2017, the Senate will remain in the East Block and will occupy the vacated HOC Parliamentary Office Units (“POU’s”) and two Committee Rooms, along with associated support spaces. Some Senate POU moves and office fit-ups may be required to facilitate the various sub-phases of the exterior envelope construction activities.

d) Annual Repair Projects

In addition to the four Critical Areas there will be a number of smaller, annual projects that will need to be implemented to keep the building safe and operational until Phase 2. Examples of these smaller, annual repair projects include exterior wood window repairs and painting, flat roofing replacement, wood dormer repairs and painting, dismantling and capping of selected chimneys, and other minor repairs identified during Consultant’s annual screening.

The Consultant will be responsible for preparing individual tender-ready construction packages.

e) Annual Building Envelope Screening

In addition to the four Critical Areas the annual envelope screening will need to be implemented to keep the building safe and operational until Phase 2. The annual screening will be used to identify and develop annual repair requirements.

A detailed sequence of construction activities including the envelope construction activities, the annual repair and screening activities, and the minor interior construction activities shall be developed by the CM as part of the construction documentation process.

1.3 HERITAGE VALUES AND BUILDING INFORMATION

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

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

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

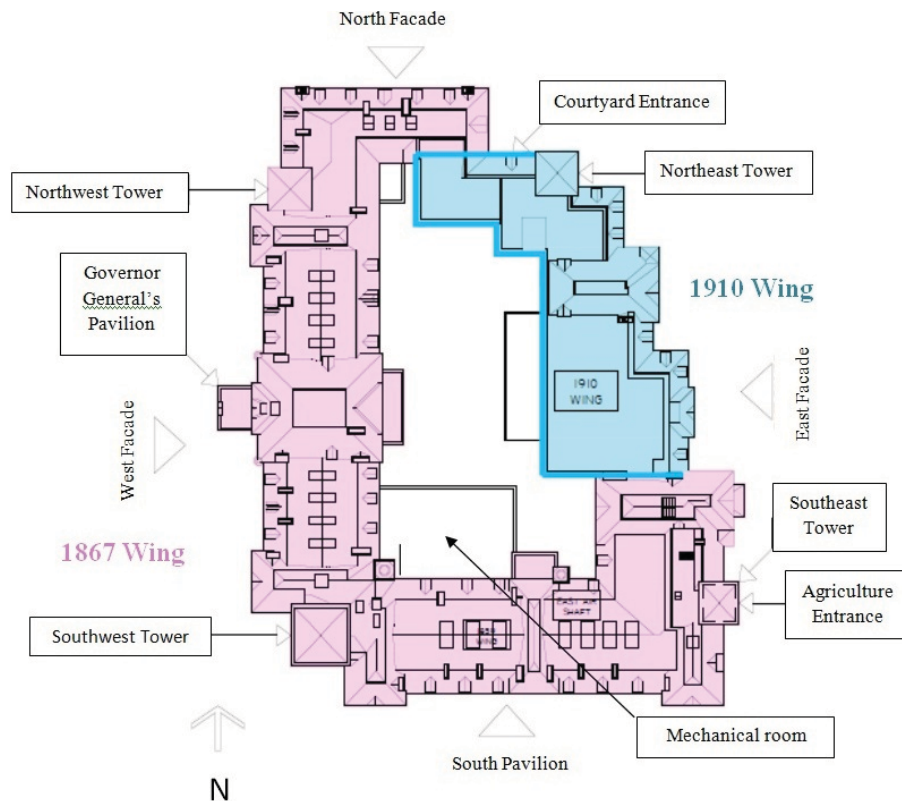
The exterior masonry walls of the 1867 Wing are load-bearing and were built in the traditional manner of solid unreinforced stone masonry typically bearing on bedrock. The foundation walls and plinth are constructed of an inner and outer wythe of randomly coursed squared limestone which changes to sandstone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

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

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

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

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



The Federal Heritage Building Review Office (FHBRO) designated the East Block 'Classified' because of its exceptional importance in terms of historical associations, architectural quality and environmental impact. Some elements of the building envelope, notably the stonework and the ironwork, represent some of the most remarkable examples of craftsmanship on the Hill and in the country.

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

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

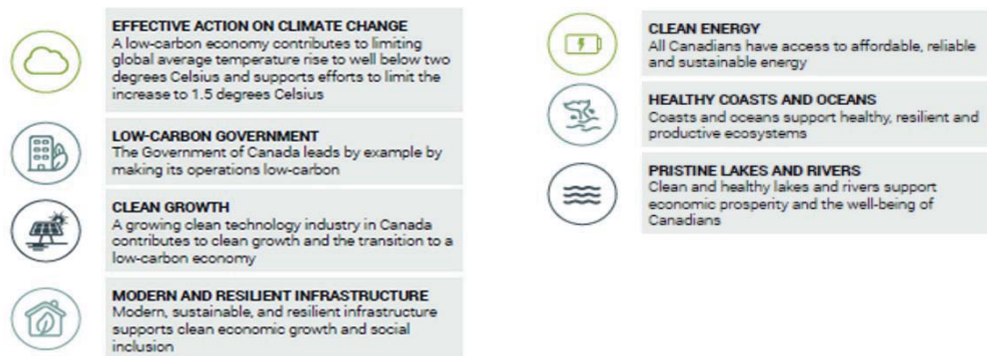
1.4 PARLIAMENTARY PRECINCT BRANCH (PPB) AND SUSTAINABILITY VALUES

PPB is committed to holding a high standard in order to demonstrate Canada's commitment to lead by example on sustainability. As expressed within the recent Federal Sustainable Development Strategy (FSDS) 2016 to 2019, Canada will promote clean growth, ensure healthy ecosystems and build safe, secure and sustainable communities. Canada and by extension PPB will strive to realize a vision in which our country is one of the greenest countries in the world and that our quality of life continues to improve.

Canadians and stakeholders have highlighted priorities during the consultation process of the FSDS to:

- a) Reduce greenhouse gas emissions from our own operations;
- b) Commit to applying strategic environmental assessment; and
- c) Work actively with business to advance sustainable development.

The 2016 to 2019 FSDS is centred on 13 aspirational, long-term goals that reflect the Canada we want and are a reflection of the United Nations sustainable development goals. As Parliament is a recognizable Canadian landmark and the seat of government, PPD is committed to showcase via its work and programs the following FSDS goals:



High on the agenda of these 13 goals are the following:

- a) Effective Action on Climate Change;
- b) Low-Carbon Government;
- c) Clean Growth; and
- d) Clean Energy.

These 4 goals centre around the reduction of Greenhouse Gas (GHG) emissions, low carbon and are a top priority of the Government of Canada and this project as we must lead by example.

The work of the CM is to embody sustainability and the above goals as the project progresses. Our joint success on the project will be measured according to these goals while they will also set a framework for this project. The CM will play a key role in costing options and must have resources that will aid the team to considered approaches to meet GHG reduction and low carbon project targets.

1.5 ESTIMATED CONSTRUCTION COST

An indicative estimate for the construction work is broken down as follows:

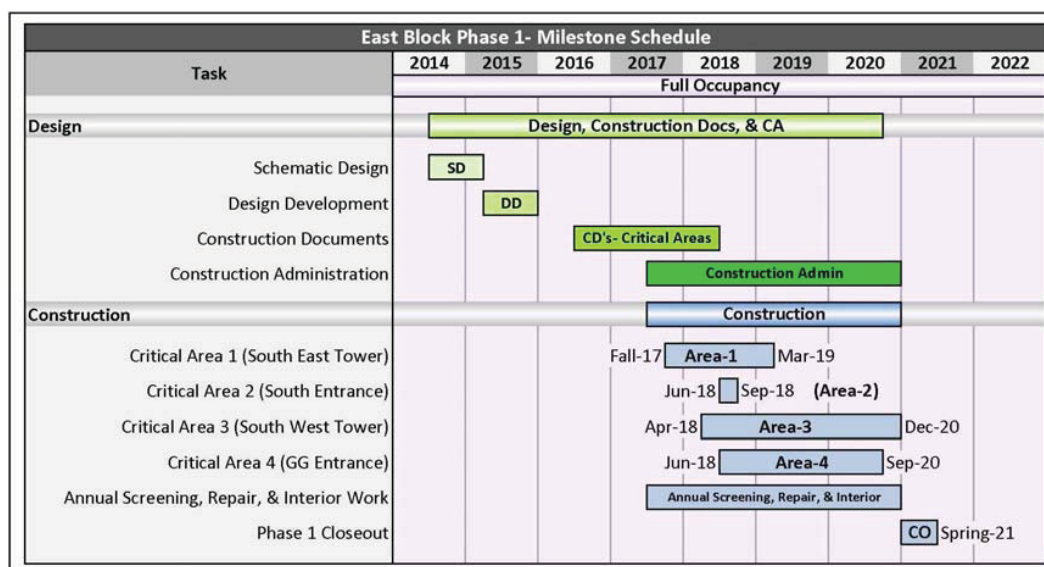
| Construction Element | Current \$ |
|--|----------------------|
| Critical Area 1: Southeast Entrance | \$7,380,000 |
| Critical Area 2: South Entrance Pavilion | \$770,000 |
| Critical Area 3: Southwest Tower | \$14,670,000 |
| Critical Area 4: GG Entrance Pavilion | \$5,780,000 |
| Annual Screening & Repair (2017 to 2020) | \$2,000,000 |
| Total Estimated Construction | \$ 30,600,000 |

The above estimated construction costs for each Critical Area includes the associated interior enabling construction cost and the interior fit-up construction cost estimates.

1.6 SCHEDULE

The CM shall work closely with PWGSC and the Consultants to maintain and optimize the durations set out in this 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 based on input from the CM, Design Consultants, DR and Stakeholders.



1.7 PROJECT OBJECTIVES

1.7.1 OBJECTIVE 1: HEALTH AND SAFETY

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

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

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

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

1.7.2 OBJECTIVE 2: PROTECTING HERITAGE VALUE

PWGSC expects the CM to maintain a high level of understanding and sensitivity to the protection of the heritage value of the East Block building based upon

recognized, internationally accepted principles and practices for the conservation of heritage assets. This project will be developed with a conservation approach specific to the scope of work for the project and the historic designation of the heritage asset. The framework for developing a conservation approach is outlined in the '*Standards and Guidelines for the Conservation of Historic Places in Canada*', (2nd edition).

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

1.7.3 OBJECTIVE 3: PROJECT DELIVERY

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

- a) A cohesive functional partnership and open communication between all members of the Project Team (refer to graphic provided at section 2.1) and stakeholders throughout all phases of the project life;
- b) Rigorous quality assurance review during the design and construction phases;
- c) Timely response to address issues as they occur;
- d) Continuity of key personnel and expertise working in a dedicated team for the project life; and,
- e) On site presence for the duration of construction.

1.7.4 OBJECTIVE 4: MAINTAIN CONTINUITY OF OPERATION

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

1.7.5 OBJECTIVE 5: EXERCISE ENVIRONMENTAL RESPONSIBILITY

Develop a construction implementation approach that employs and models environmentally responsible methods in all aspects of conservation, and operation. Provide strategic advice to PWGSC regarding incorporation of sustainable design principles in the project development.



Sustainable development balances four key pillars (refer to diagram above) that include 1) Cultural; 2) Social; 3) Economic and 4) Environmental values that when considered equally achieve sustainable development. It is within this context that the project of work under PPB will be managed, designed, constructed and operated so that Parliament and PPB set the example called for under the FSDS referenced in Section 1.4 above.

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

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

1.8 CONSTRAINTS AND CHALLENGES

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

1.8.1 BUILDING IS OCCUPIED

The East Block is to remain occupied during the entire phase 1 project and work carried out shall be done in such a manner so as to ensure the continuous

operation of the building. The CM shall work closely with the DR and the Consultants to develop an acceptable strategy that will ensure safety and minimize the disruption to occupants and visitors to the building during the entire project. Comprehensive implementation planning and Supervision of the work by the CM is essential.

1.8.2 ACCESS AND EGRESS

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

1.8.3 CONSTRUCTION ACTIVITIES ON PARLIAMENT HILL

- a) **Other construction projects:** The CM is to be cognizant of other concurrent construction projects on Parliament Hill. In particular, construction activity is being planned for the Centre Block building and surrounding areas directly North and East of the East Block site. These activities are estimated to start in 2018 and will be concurrent with construction work on the East Block project. This concurrent construction activity will impact such things as construction traffic, site access, pedestrian access, and competition for limited construction yard and lay-down areas on the Hill.
- b) **Parliamentary activities:** The CM is to be cognizant of the day-to-day parliamentary activities and sensitivities regarding construction in close proximity to parliamentary activities/employees. Access to the building and the site will be constrained by the need to work around the client / users events calendar.
- c) **Minimize impact of construction activities on Parliament Hill:** No visible or disruptive work (investigations, construction) is permitted without DR approval, and the CM, in cooperation its sub-contractor(s) performing the work, is to plan such work so that negative impacts are minimized. The

process to obtain approval is that PWGSC (with input from the Project Team) will prepare a draft communiqué describing the work, with times, dates, and impact. The time from identification of the need for the work, to distribution of the approved communiqué, is typically one month.

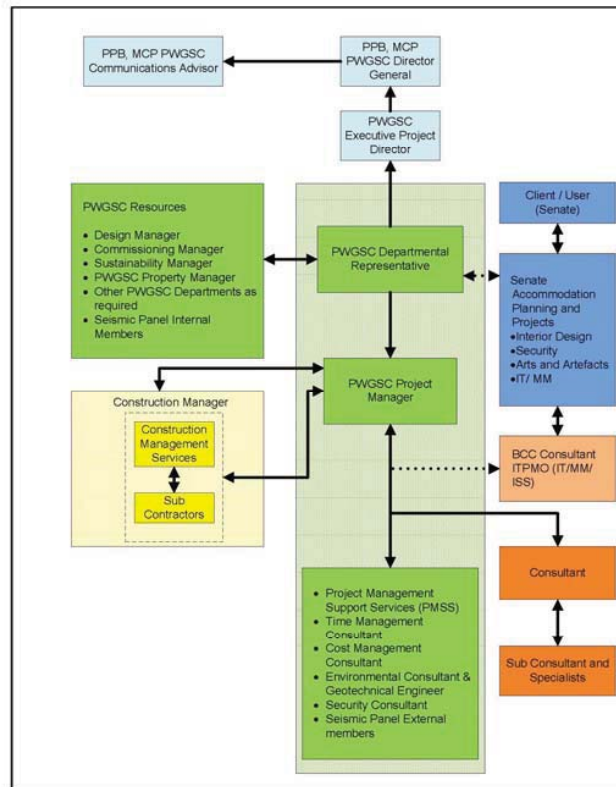
- d) **Dust, cleanliness and site appearance of work yard and scaffolding areas** is a high priority: The CM is to work closely with the Consultant to establish guidelines and performance specifications.
- e) **Traffic and parking/pedestrian traffic and circulation:** The CM shall work closely with the DR and Consultant during Construction Documentation development to ensure the design addresses parking, traffic, and pedestrian circulation throughout construction to minimize disruption. The CM will be responsible for developing the construction plan, including location of lay-down areas, parking within the construction hoarding area only, traffic circulation, etc., for each of the separate construction sub-phases, and will have to coordinate these activities with the other ongoing and upcoming Parliament Hill construction activities.
- f) **Avoid construction on the West and South elevations in 2017:** Given the projected increase of activities and visitors on the Hill in connection with the Canada's 150th birthday celebrations in 2017, and for safety reasons, the first sub-phase of construction will be limited to areas of low visibility.
- g) **Site grading and underground work** shall not disrupt operation of the high voltage underground lines, sprinkler pipelines, gas lines, water services, electrical conduits for the exterior lighting and sidewalk, and communications conduits.

2 ROLES AND RESPONSIBILITIES

2.1 GENERAL

This project is to be managed and implemented in an open and 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, respectful, 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. The following chart identifies the organizational relationships. Solid lines indicate functional reporting relationships. Dotted lines indicate project communication relationships.



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 providing advisory services 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 Request for Proposal (RFP). The CM shall coordinate and cooperate with all members of the Project team.

The CM is responsible for:

- 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.
- Ensure continuity of key personnel and maintain a dedicated working team in accordance with their proposal for the life of this project.
- Have an in-depth understanding of the project requirements, including scope, budget, and schedule objectives and all their obligations as described in this RFP.
- Work constructively to ensure a collaborative and cooperative team approach with knowledgeable and timely input and contribution by all project team members.
- 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.
- 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.
- Organize ongoing coordination meetings and interference meetings with team members.
- Lead by example to all sub-contractors the effective implementation of sustainable and waste management measures and support the project team with information to make informed sustainable and waste management decisions.
- Perform the services described in Section 4.

2.3 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

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

2.3.1 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 Environmental Consultant, 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.

2.3.2 PWGSC TECHNICAL AND QUALITY ASSURANCE RESOURCES

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 reviews on an ad hoc basis to advise the PWGSC DR.

2.3.3 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.

2.3.4 PWGSC SUSTAINABILITY AND WASTE MANAGEMENT MANAGER

The PWGSC Sustainability and Waste Management Manager represents the PWGSC DR and will work with the Design Consultants and the CM to plan and review the implementation of sustainability and waste management.

2.3.5 PWGSC CONTRACTING AUTHORITY

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

2.3.6 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.

2.3.7 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 is responsible for coordinating and managing all of the operational maintenance associated with the East Block building. This includes janitorial duties, elevator maintenance and the building's systems.

2.3.8 PROJECT MANAGEMENT CONSULTANTS ENGAGED BY PWGSC

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

1. Project Management
2. Project Scheduling
3. Project Cost Control

These consultants report directly to PWGSC. They are required to provide a third party challenge function and advisory services to PWGSC at the individual project level. The Scheduling Consultant will incorporate the Consultant Schedule and the CM Schedule into an overall master project schedule, and will review and comment on all construction schedules provided by the CM. The Project Cost Control Consultant will review and comment on all estimates and costing provided by the CM. The Project Management Support Services consultant will be directly involved in the day-to-day management of this project.

2.3.9 ARCHITECTURE AND ENGINEERING CONSULTANTS

A Design Consultant firm has been retained by PWGSC to prepare detailed design, construction documents, tendering assistance, and construction site review for the project. The Design Consultant Team includes the Prime consultant, sub consultants, and conservation/technical specialists with extensive relevant experience capable of providing all of the required professional services for the Project. The CM shall coordinate through the DR with the Design Consultant team throughout the course of the project.

2.3.10 PWGSC ENVIRONMENTAL CONSULTANT

PWGSC has engaged an Environmental Consultant for all services related to the design of all abatement and designated substance identification work.

2.3.11 GEOTECHNICAL ENGINEERING CONSULTANT

PWGSC has engaged an external Geotechnical Engineering Consultant to provide geotechnical design and consulting services for the project to PWGSC only. This does not include geotechnical services related for means and methods during construction work.

2.3.12 SECURITY CONSULTANT

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

2.4 AUTHORITIES HAVING JURISDICTION

The authorities listed in Sections 2.4.1 and 2.4.2 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 Consultants, will identify any other Authorities having jurisdiction appropriate to the project.

2.4.1 FEDERAL AUTHORITIES HAVING JURISDICTION

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

The 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 |
|---|--|
| Treasury Board of Canada | Project and contract approvals |
| Public Works and Government Services Canada | Project expenditure authority and contract approvals within departmental authority Code compliance for fire prevention and life safety as delegated by Treasury Board |
| The Senate of Canada (Client / Users) | Functional Program Security requirements and standards Technical Authority – BCC and Security |

| | |
|--|--|
| | Design Approval – Items affecting Senate Functional Requirements |
| 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) |

2.4.2 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.

2.4.3 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 cost of building permits will be reimbursed by PWGSC through the project disbursements. The Design Consultant will be providing two signed and sealed sets of 99% complete construction documents for building permit application.
- f) Resolve all Building Permit related issues, with support from the 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) Follow the Canadian Construction Association CCA #81 – 2001 : A Best Practice Guide to Solid Waste Reduction.
- k) 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 or Primavera P6 |
| 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 |

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

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 shall 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 and all optional 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 GENERAL REQUIREMENTS

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

The CM shall provide Services to the Project team including:

- a) Acquaint PWGSC and other members of the design team with the labour conditions and supply issues applicable for the duration of the Project
- b) Assist in providing liaison and coordination among government authorities, utilities and other authorities having jurisdiction.
- c) Provide advice on separation of Work packages and sequencing of design work to effectively meet schedule and cost objectives.
- d) Provide design input and implement constructability 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 project objectives, scope, budget, and scheduling objectives and related obligations as described in these Terms of Reference.
- i) Understand the Federal Government's climate change, sustainability and waste management objective.
- j) Work constructively to ensure a collaborative and cooperative team approach with knowledgeable and timely input and contribution by all project team members.
- k) Communication: The DR has developed a Communications Protocol for the project which will govern all project communications. The CM shall adhere to the established communication protocol.
- l) 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.

- m) Provide review and advice on sub-contractor claims for a change in trade contract price, and provide written opinion of fairness and reasonableness of such claims. Provide and implement a sub-contractor claim mitigation strategy.
- n) Procurement of Testing and Monitoring Services.
- o) Procurement of New Stone from quarries.

4.1.1 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 will be required to provide construction experience related Advisory Services associated with Constructability review of Consultant submissions, input on Risk Management, input on the Construction Implementation Plan, and other advice where direct construction experience is of value. The Site Supervisor shall 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.

4.1.2 PROJECT RESPONSE TIME

It is a requirement of this project that the key personnel of the CM are available to attend meetings or respond to inquiries promptly. During the contract:

- 1) The CM's Key Personnel shall be available to attend meetings and respond to inquiries within one working day notice;
- 2) The CM, in coordination with the DR, shall define an emergency response protocol for the project such that the CM shall be able to respond to emergencies within one (1) hour, including those occurring during off-hours and on weekends/holidays.

4.1.3 REPORTING AND PROJECT SITE DOCUMENTS

4.1.3.1 PROJECT PROCEDURES MANUAL

The CM must develop a Project Procedures Manual (PPM) in consultation with the DR, within 4 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 Construction Implementation Plan;
- b) Prepare, update, monitor and maintain the Master Project Construction Schedule;
- c) Prepare, update, monitor and maintain the Cost Plan, Expenditures, Change Orders and Cash Flow, including changes in construction contingency;
- d) 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.;
- e) Manage correspondence, reports and performance records;
- f) Distribute correspondence electronically by email;
- g) Update the CM risk registry;
- h) Implement a quality assurance program;
- i) Maintain Project records;
- j) Prepare, review, submit and process Shop Drawings;
- k) Document the process for reviews and approvals of Tender Package Contracts and change orders;
- l) Maintain an issue and decision log during the construction, recording participants, date, and place of all decisions affecting: schedule, budget, scope, or quality;
- m) 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;
- n) Provide billing section broken down by tender package and then itemized by trade;
- o) Prepare, update, monitor, and maintain the Site Specific Health and Safety plan;
- p) Prepare, update, monitor, and maintain the Site orientation and training plan;
- q) Prepare, update, monitor, and maintain the Incident response and reporting procedures;

- r) Prepare, update, monitor, and maintain the Site Security and Site Access Control processes and procedures;
- s) Prepare, update, monitor, and maintain the Project Specific Sustainability and Waste Management processes and procedures, including:
 - i) The Waste Reduction Work Plan
 - ii) The Waste Audit Plan
 - iii) Monthly reports on waste reduction efforts

4.1.3.2 MONTHLY REPORT

The CM shall prepare and submit a Monthly Report for the duration of the contract. The monthly report must be structured with separate sections to reflect the services provided, and will follow the format and methodology captured in the PPM.

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 shall be used for all subsequent monthly reports.

The monthly report shall 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:
 - Summary of project status
 - Summary of CM services provided during the month
 - Construction implementation plan, including updates
 - Summary of project issues and highlights
- b) Cost Section
- c) Time Section
- d) Quality Section
- e) Construction Monitoring Section
- f) Invoicing Section – including:
 - Billing section should be broken down by tender package and then itemized by trade.
 - 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
- g) Risk Section
- h) Health & Safety Section – including:

- Updated incident report log
- i) Waste Management and Project Sustainable Measures Section, including waste reduction efforts, waste audits, disposal site and chain of custody to the end receiving destination that will reuse, recycle and/or repurpose the waste materials
- j) Status of processed and outstanding RFIs/SIs/Submittals on a monthly basis
- k) Summary of daily worker counts by trade
- l) List of Requests for Site Access Section
 - Updated Personnel Security Request Log

4.1.3.3 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.

4.1.3.4 SITE DOCUMENTS

The CM shall maintain at the Project Site, on a daily basis, records of all necessary contracts, samples, purchases, materials, equipment, waste management logs and records, 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.

4.1.4 ACCEPTANCE OF DELIVERABLES

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

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

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

4.1.5 MEETINGS

The following regular meetings will be arranged during the course of this contract. 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.

4.1.5.1 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, the Design Consultants, and other key Stakeholders. Other Construction Management team members shall participate as required and according to the work / issues topical to the subject meeting.

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 address special problem issues;
- d) Ensure coordination with the building occupants; and,
- e) Ensure coordination of commissioning and construction activities with the client / users with PWGSC Property Manager.

4.1.5.2 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. The CM shall review, provide comment as required, and follow-up on any action items or outstanding issues assigned to the CM.

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

The purpose of these meetings is to:

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

4.1.5.3 TECHNICAL AND SUBMISSION MEETINGS

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

These meetings will include:

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

4.1.5.4 WORKSHOPS

At various stages of the project, workshops may 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 team members), CM, Design Consultants, key sub-consultants, and in some instances third party experts as invited by PWGSC. These various workshops will occur at a frequency as outlined in RS Sections of this Terms of Reference document.

- a) **Constructability Workshops:** The 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 Construction Document Services stage of the project.
- b) **Cost & Schedule Coordination Workshops:** During the Construction Document stage, the project budget and schedule are to be updated based on the current level

of design development and documentation. Cost and schedule coordination workshops will be arranged and chaired by the Departmental Representative and will involve a page turn of the current design or construction documents, intended to ensure a common understanding of the documents for the purpose of obtaining accurate budget costing and schedule updates. Attendance at these workshops will include the Departmental Representative (and other team members), CM, Design Consultant, key Sub-Consultants, and PWGSC Schedule Consultant & Cost Consultant. These will be half day workshops.

- c) **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.
- d) **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 Construction Document and Construction Services stages of the project.

- i. Construction Documentation 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.
- e) **Main Entrance Relocation Workshops:** The purpose of these half-day workshops is to develop a main entrance move strategy to facilitate construction activities at the GG Pavilion. The requirement is to temporarily relocate the main entrance services, including security requirements, in the area directly affected by the exterior rehabilitation work. These workshops will be attended by the Design Consultant key resources, PWGSC, CM, and Client / User representatives such as Senate Accommodations, Senate Security, RCMP and Parliamentary Protective Services. The Design Consultant will chair and minute these meetings.
- f) **Construction Implementation Plan Workshops:** The CM shall organize and lead the full-day Construction Implementation Workshops. The CM shall take an active lead role during these meetings to address the following subjects: interior construction hoarding, building and occupant protection requirements, site security requirements, construction emergency egress, any impacts of construction activities on building occupant emergency egress, Regulatory requirements, sustainability and

waste management requirements, building system & service tie-ins, fire hydrant & Siamese connection impacts, traffic and site coordination with other Parliament Hill projects, traffic management plan, deliveries plan, 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.

- g) **Parliament Hill Construction Coordination Workshops:** The purpose of these half-day workshops is to coordinate East Block construction activities with the other concurrent Parliament Hill and Parliamentary Precinct construction projects, and with Parliament Hill events and operations. The DR will chair and minute these meetings.

4.1.5.5 PARTNERING AND TEAM BUILDING SESSIONS

PWGSC intends to create a partnering culture for both the design phase and construction phases of this project. Partnering is a collaborative, team-building process, based on improving communication and understanding among the project stakeholders to reach a common goal. While this contract establishes the legal obligations of the parties, the partnering process strives to establish positive working relationships, which will maximize the benefits to the project from the knowledge and experience of all stakeholders, while at the same time allowing all stakeholders to maximize their benefits from the project. A successful partnering process leads to improved effectiveness, quality, timeliness and team morale. Members of the CM, including senior management representatives of the firm, will be required to attend these partnering sessions. Representatives of PWGSC, Client/Users, the Consultant, and others will also attend the partnering sessions.

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

A one (1) day design partnering workshop will be arranged during the design phase and two (2) separate one (1) day sessions will be arranged during the construction stage. These workshops will occur in the National Capital Area.

4.2 PRE-CONSTRUCTION SERVICES

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

4.2.1 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

such 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 (including waste), and all other logistics associated with the design and management of the construction site.
- b) Traffic Management Plan addressing vehicular and pedestrian traffic flow in and around the construction site, including coordination with traffic plans generated by adjacent construction projects. Submit a draft plan for each of the construction sub-phases for review and approval by the Departmental Representative, at least 6 months prior to the start of construction for each sub-phase. Revise and resubmit as required for approval.
- c) Phased construction sequence to distribute the work between the four Critical Area construction sub-phases as well as to coordinate the minor interior work and annual repair projects.
- d) Tender package division required to facilitate the phased construction sequence and to support the logical separation of work packages.
- e) Occupant move sequence coordination.
- f) Interior hoarding plan in coordination with the occupant swing move sequence and the phased construction sequence.
- g) Relocation of the main entrance to enable construction at the GG Pavilion Critical Work Area
- h) Site access control and security plan.
- i) Occupant requirements.
- j) Coordination with other construction activities, including any other operational and/or maintenance work being carried out at the East Block building (interior and exterior), and other construction projects and events occurring on Parliament Hill.
- k) Coordination with the Centre Block Rehabilitation site activities which will impact areas around the East Block, and which will require modifications to the available East Block construction site perimeters and laydown spaces. The phased East Block construction sequences will have to make considerations for parallel and future Centre Block construction activities. Coordination with the Centre Block and other Parliament Hill construction

activities is a key component of the CM's Construction Implementation Plan services.

4.2.2 COST SERVICES

Cost control requirements are a major driver for the East Block Rehabilitation project. Planning and controlling cost is a continuous interactive and iterative process involving planning, action, measurement, 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 will work with PWGSC, Consultants, and PWGSC third party Cost Specialist while delivering the Cost Services.

The CM will 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.
- c) Submit monthly cost reports – Refer to Section 4.2.2.2
- d) 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.
- e) 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. The intent is to ensure that at all times during the Project, a comprehensive construction estimate is in place which includes all aspects of the Project, even those which are not fully developed and/or which have not yet been assigned to any specific work package.
- f) 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.
- g) Discuss and provide opinions to the DR and the PWGSC's Cost Specialist on such matters as inflation, union agreements, trade settlements, market conditions, waste management approaches, waste recycling market, sourcing of sustainable materials, products and equipment, 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.

- h) 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. A written monthly report detailing this reconnaissance activity is to be included in the CM's monthly report to PWGSC.
- i) 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.
- j) 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.
- k) Review all change order costs submitted by sub-contractors. Provide back-up documentation of CM change order negotiations with sub-contractors.
- l) Review all sub-contractor claims for a change sub-contract price, and provide written opinion of fairness and reasonableness of such claims. Provide back-up documentation of CM claim negotiations with sub-contractors.

4.2.2.1 CASH FLOW FORECAST

Provide and maintain an accurate monthly cash flow for the Construction Work, based upon the Project Schedule and the Project estimate at each stage of the project. Budget forecast shall forecast all project expenditures on a rolling 12 month basis (i.e. the 12 months following the current month). 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.

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

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

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.

4.2.2.2 COSTING SERVICES DELIVERABLES

- 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, Construction, 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; include spent/remaining design, construction and pricing contingency allowances.
 - 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.
 - d) Prepare and submit a Class A estimate for each tender package, including itemization and explanation of any major variances from the previous CM estimates.

4.2.3 TIME SERVICES

Schedule requirements are another major driver for the 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 to incorporate the Consultants Design Schedule, the minor interior works construction schedules, annual screening and repairs, occupant swing move schedule, BCC 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 has retained an independent, third party planning and scheduling consultant (referred herein as the Time Specialist) to assess all Schedules and to develop a Client Master Schedule trending analysis. Co-operate and coordinate all planning and scheduling information with PWGSC's Time Specialist and respond to questions by the Time Specialist. Update the Project Schedule as required reflecting PWGSC's Time Specialist 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) Incorporate the DR approved construction schedules for the minor interior construction work and update the Master Project Construction Schedule.
- f) Incorporate the Occupant move sequence schedule including all revisions thereof during the life of the project and update the Master Project Construction Schedule.
- g) Provide a rolling 6 week look-ahead schedule outlining the key project activities and deliverables for the coming period. Update and submit this look-ahead report every two weeks to align with project meetings.
- h) 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.
- i) Working with the DR, create a schedule cash flow for each budget cost element of the project developed under Section 4.2.2. "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.

4.2.3.1 TIME SERVICES DELIVERABLES

The CM shall:

- a) Prepare, revise, monitor and update on a monthly basis a detailed Master Project Construction Schedule.
- b) Review, provide written comment on, and incorporate the Consultant's Design Schedule, including all revisions and updates thereof on a monthly basis, into the CM's Project Construction Schedule.
- c) Respond in writing to comments from the DR and/or the PWGSC Schedule Consultant and update the Project Construction Schedule accordingly.
- d) 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.
- e) Provide a Schedule Cash Flow, updated monthly to reflect actual costs against schedule progress.
- f) Provide rolling 3 week look-ahead schedule, revised and submitted every two weeks for the duration of the Contract. The 3 week look-ahead should include as a minimum:
 - i. Date, day of week.
 - ii. Major milestones from Construction Schedule.
 - iii. Regular hours and off hours activities.
 - iv. Description of the work for each day (especially highly visible work).
 - v. Sub-contractor (trade) performing the work.
 - vi. Location in building where work will take place.
 - vii. Potential impact on occupants (i.e. noise, odours, power shut downs, etc.).
 - viii. Security requirements for the work (i.e. keys, escorts, etc.).
 - ix. Upcoming notice of tenders, tender closing.
 - x. Site mock-up reviews.

4.2.4 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.
- b) Advise on project risks specific to the project and recommend mitigation options to the DR.
- c) On a monthly basis, and as part of the CM's monthly report, identify any new risks arising, as well as identify risks that are no longer relevant.

4.2.4.1 RISK MANAGEMENT SERVICES DELIVERABLES

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

4.2.5 QUALITY CONTROL AND QUALITY ASSURANCE

4.2.5.1 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.

4.2.5.2 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 continuous 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 in accordance with the Quality Management Plan (QMP) to the CM's services and

deliverables required under this contract.

- 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 and achieved.

4.2.5.3 QUALITY CONTROL AND QUALITY ASSURANCE SERVICES DELIVERABLES

The CM shall:

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 CM's Services under this contract. The CM's 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 CM's 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 CM's monthly project report.

4.2.6 SITE HEALTH AND SAFETY PLANNING AND IMPLEMENTATION

4.2.6.1 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.

- 1) Further, the CM shall comply with and enforce the requirements of:
 - a) The National Building Code of Canada 2015 (NBCC), Part 8 Safety Measures at Construction and Demolition Sites and Provincial Regulations for Construction Projects.; and
 - b) The Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials, as well as, labelling and the provision of Safety Data Sheets (SDS).
 - i) Ensure that all designated hazardous materials are properly treated, handled and stored;
 - ii) Ensure that workers' exposure to fumes is within acceptable health and safety limits;
 - iii) Ensure that temporary ventilation or protection, as required for products utilized, is properly provided;
 - iv) Ensure that construction dust is controlled at the source such that workers and occupants are not adversely impacted by dust from construction activities within the building or on the site;
 - v) Ensure that shop-drawing submissions include Manufacturers Standard Data (MSD) Sheets.
- 2) In addition the CM shall:
 - a) Develop and implement a Health and Safety program including a Site Specific Hazard Assessment and Site Specific Safety Plan for all aspects of this Project. The Departmental Representative will review CM's Health and Safety program including the Site Specific Hazard Assessment and Site Specific Safety Plan and provide comments to CM within ten days after receipt of plan. The CM shall revise the program as appropriate and resubmit to the Departmental Representative within seven days after receipt of comments. The Departmental Representative's review of CM's final Health and Safety program should not be construed as approval and does not reduce the CM's overall responsibility for construction Health and Safety.
 - b) Implement a Site Specific Safety Plan and Safety Program on site.
 - c) Perform a site-specific safety hazard assessment related to the Project activities and update as necessary throughout the course of the project.
 - d) The Site Specific Safety Plan shall be based on a preliminary and ongoing hazard assessment of the Project to be performed. Update the Site Specific Hazard Assessment and Site Specific Safety Plan for each subsequent construction sub-phase, or as Site conditions or hazards change. Inform all persons on the Site of the change in conditions or hazards. Resubmit the updated plan to the Departmental Representative immediately.
 - e) Provide a traffic protection (control) plan including loading/unloading zones, road restrictions, etc.
 - f) Provide hoarding plans that meets PWGSC, NCC and the Ottawa Fire Departments requirements.
 - g) Provide a pedestrian traffic plan including building access/egress, exterior scaffolding, etc.

- h) Develop an On-site Contingency and Emergency Response Plan that must address standard operating procedures to be implemented during emergency situations.
- i) Ensure the full health and safety protection afforded under the Canada Labour Code Part 2 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.
- j) Provide appropriate safeguards to ensure safe protection and security of materials and holdings on the site.
- k) Provide full-time Services of Health and Safety Officer, who will visit and document Site conditions daily, throughout the implementation of the Project.
 - (1) The Health and Safety Officer assigned by the successful proponent shall be one or more of the following:
 - (a) a Canadian Registered Safety Professional (CRSP), or
 - (b) a Certified Health and Safety Consultant (CHSC), or
 - (c) a Certified Risk Manager (CRM), or
 - (d) a Construction Health and Safety Officer (CHSO), or
 - (e) an individual who can demonstrate a combination of education and experience in the construction health and safety field for a period of no less than (5) years.
 - (2) The Health and Safety Officer assigned by the successful proponent shall have experience in performing Job Hazard Analysis (JHA), hazard identification and development of safe work/operating procedures (SWP/SOP).
- l) Provide site specific occupational health and safety orientation sessions to all workers and visitors.
- m) Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for Work.
- n) 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.
- o) 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.
- p) 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.
- q) 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.

- r) Ensure that workers' exposure to biological or chemical agents is within acceptable health and safety limits. Minimize exposure by first, engineering controls, and lastly by administrative controls and personal protective equipment.
- s) Ensure that temporary ventilation or protection, as required for products utilized, is properly provided.
- t) Ensure that construction dust is minimized at all times such that workers and occupants are not adversely impacted by dust from construction activities within the building or on the site.
- u) Ensure that shop-drawing submissions include Manufacturers Standard Data (MSD) sheets.
- v) Provide appropriate safeguards to ensure safe protection and security of materials and holdings on the site to minimize / eliminate loss and waste.
- w) 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. Immediately escalate significant Health and Safety incidents to the Departmental Representative.
- x) 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.
- y) Maintain on Site sufficient personal protective equipment to equip a minimum of ten (10) PWGSC visitors, including hard hats and safety glasses.
- z) Be responsible for site security and emergencies 24 hours a day, 7 days a week.
- aa) Ensure that there is a competent 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 ten 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 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.

4.2.6.2 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) Safety Data Sheets (SDS)
- 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.

4.2.7 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.
- f) Coordination between Parliament Hill parking in the vicinity of the building grounds with construction traffic.
- g) Coordination between the Construction Traffic Management Plan for this project, and the Parliament Hill Construction Traffic Management Plan (Parliament Hill Construction Traffic Management Plan provided by others).
- h) The CM is hereby advised there shall be no provision for contractor parking on Parliament Hill.

4.2.8 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, bid-ability, coordination between all design disciplines, scope capture, schedule impacts and costing. Documents are to be reviewed at each construction documents package (66%, 99% and tender ready).
- 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) Reviewing for proper scope cross-referencing and ability to competitively source.
- f) 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.
- 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.
- h) Lead constructability review workshops with the project stakeholders and the Design Consultant as outlined in this Terms of Reference.
- i) Provide advice and recommendations for the systems and methods being proposed as to their ease of installation, cost, availability, suitability, robustness, constructability, and make suggestions for potential alternatives.
- j) Refer all questions about interpretation of the documents prepared by the Design Team back to the Consultant. In the event of continuing interpretation difficulties, the CM shall refer the issue with all required background material to the DR for resolution and the DR's interpretation will be final.

4.2.8.1 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 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 provided by the DR.
- b) Provide a Constructability Workshop Report for each Constructability Workshop 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.

4.2.9 OCCUPANT MOVES TO SWING SPACE

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

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

4.2.10 MEETINGS

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

- a) Core Team Project Meetings: Once every month for duration of the contract.
- b) Project Design Meetings: Once every three weeks for the duration of the contract.
- c) Construction Meetings: Once every two weeks during construction.
- d) Technical Meetings: A total of six meetings during the Construction Documentation Stage
- e) Submission Meetings / Presentations: A total of two meetings / presentations during the Construction Documentation Stage.
- f) QADR Meetings: A total of four meetings during the Construction Documentation Stage.
- g) Constructability Workshops: A total of four workshops during the Construction Documentation Stage.
- h) Cost & Schedule Workshops: A total of four workshops during the Construction Documentation Stage.
- i) Risk Management Workshops: Twice per year for the duration of the Contract.
- j) Lessons Learned Workshops: Once per year for the duration of the Contract.

- k) Main Entrance Move Workshops: A total of five workshops.
- l) Construction Implementation Plan Workshops: A total of five workshops.
- m) Parliament Hill Coordination Workshops: Every eight weeks for the duration of the contract.

4.2.11 TENDERING THE WORK

4.2.11.1 CONTEXT

The CM shall develop a procurement strategy and process plan that is honest and enhances access, competition and fairness for awarding all Tender Packages approved by the DR. PWGSC may audit the process at any time at the sole discretion of the DR.

While the Contract for the delivery of construction services for the East Block 1867 Wing Exterior 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.

4.2.11.2 SCOPE

In subcontracting for the construction the CM shall:

- a) In consultation with the Design Consultant, prepare tender and contract documents that clearly set out the full requirements for material and services (i.e. 100% tender ready documents). Exceptions may be considered on a case-by-case basis to meet schedule requirements subject to 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 an Expenditure Authorization (EA) recommendation 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.
 - iv. 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 PWGSC 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 |
| Over \$8,000,000 | 40 days |

- iii. Tender documentation shall include all of the public advertisement information, as well as identification of the bid validity period, the criteria for awarding the contract including any factors other than price to be considered in the evaluation of bids, the type of procurement (i.e. 1 or 2 stage process), the terms of payment and any other terms or conditions.
- iv. During the solicitation the CM shall reply promptly to any request for bid documents or any reasonable request for relevant information made by a supplier participating in the tender. Information provided in response to questions during the tender period shall be provided to all bidders.
- g) The receipt and opening of bids and the awarding of contracts shall be consistent with the following:
- i. Bids shall be opened in Ottawa in the presence of at least two representatives 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.
- h) 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.
- i) The CM shall submit a Class A pre-tender estimate for each tender package at least one day prior to bid close. Any major variances from the previous CM estimates should be itemized and explained.
- 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
- j) 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.
- k) 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 East Block Rehabilitation for the entire Contract. For further clarity, the CM will be deemed to have a Conflict of Interest that would prevent it from being eligible to submit bids for any tenders issued in connection with the Project. This does not limit the CM's ability to use its own forces when permitted by the DR.
- l) 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 applies equally throughout the exterior envelope work and associated enabling, repair and screening works, 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 are to be provided concurrently with the Construction Services described herein.

4.3.2 CONSTRUCTION MEETINGS

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

The purpose of the construction meetings is to:

- a. Monitor the progress of the work against drawings, specifications and schedule;
- b. Ensure communication between all participants;
- c. Provide and review Three-Week Look-Ahead Summaries;
- d. Review upcoming building access requirements to ensure Communiqué, Authorization for Building Access, and Authorization for Vehicular Access timelines are met;
- e. Deal with site related issues;
- f. Ensure site coordination of all disciplines;
- g. Ensure coordination of heritage fabric protection measures, and sustainability / waste management measures;
- h. Ensure coordination of construction and commissioning activities with PWGSC Property Manager and Building Occupants;
- i. 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;
- f) Provide daily inspection and documentation of the Unit Rate quantities completed

by each trade using the Unit Rates developed by the Consultant. Create tracking tools to link daily completed unit rate activities by each trade with corresponding monthly invoices;

- g) Ensure the Work is constructed as specified. Use photographs to document issues and their correction;
- h) Provide off-hours supervision when trades are required to work off-hours;
- i) Provide daily inspection and documentation of all Time and Materials work activities;
- j) Coordinate all testing and monitoring requirements with the daily activities;
- k) 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;
- l) 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;
- m) Monitor and document all health and safety matters daily;
- n) Ensure that the measures identified for protection of heritage materials are implemented by the CM and all Subcontractors;
- o) Monitor and document deliveries to the Site and off Site such as waste and designated substances;
- p) Monitor and document progress of sub-contractors and suppliers to ensure their actions on the Site do not compromise the Work and project objectives. Refer any issues and related documentation (report with photographs) immediately to the DR;
- q) 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, the Design Consultants 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 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 is required, as the CM shall be required to prepare their own cost estimate. In such a case, the CM shall prepare a cost estimate breakdown and submit to the DR and the Design Consultant for review. The breakdown shall itemize all labour, material, plant, and equipment costs. Sub-contractor costs shall

also be broken-down to itemize all sub-contracted labour, material, plant, and equipment costs.

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, and are in accordance with the construction contract terms and conditions.

The CM shall provide a written confirmation letter (EA 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 Contract. A copy of this log is to be included in the monthly report.

4.3.5 CONSTRUCTION WORK

The CM shall:

- a) Perform the role of "*Constructor*" as defined in the Occupational Health and Safety Act and Regulations for Construction Projects (Revised Statutes of Ontario, 1990 Chapter O.1, as amended).
- b) Be responsible for the development, coordination and management of all Work and services included in Division 01.
- c) Ensure the provision of all necessary equipment to the Project and all other resources required to perform all services.
- d) Procure, coordinate, administer and manage all construction Work and contracts.
- e) Prepare and execute contracts with the successful Subtrades so as to:
 - i. Coordinate and manage the respective contracts in an integrated manner to avoid any conflicts between the Work of any of the CM's subtrades and/or the CM's own forces.
 - ii. Coordinate, manage and ensure completion of all of the Work of each

Subtrade tender package in strict adherence to the accepted drawings and specifications of each tender package, including all addenda and authorized change orders.

- iii. Deliver the Work packages by the agreed upon completion dates.
- iv. Develop and implement a procedure for review, certification, processing and payment of Subtrades in accordance with the terms and conditions of the Construction Management Contract.
- v. Schedule and conduct progress meetings at which Subtrades, 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 CM OWN FORCES

The work eligible to be undertaken by the CMs' own forces pending advance DR approval will be limited to the following:

- a) General labour associated with construction site maintenance and cleaning.
- b) General carpentry.
- c) Lift operation, traffic control and flagging for envelope screening and inspections.
- d) Lift operation, traffic control and flagging for annual repair activities.

4.3.7 QUALITY CONTROL & QUALITY ASSURANCE

This is supplemental to Section 4.2.5 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.
 - i. Determine permitted activities and tasks only if under direct supervision of qualified licensed workers.
- e) Develop a Quality Incident Protocol for incidents arising from any inspection that indicates a project deficiency.
- f) 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 and site work procedures.
 - ii. Working with Subcontractors to explain the nature of the Quality Plan and their role in it and ensuring quality workmanship on Site and off Site where applicable such as at recycling facilities, chain of custody of waste, etc.;
 - 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.

4.3.8 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.

4.3.9 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 detail 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, electronic 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 4.3.9.
- 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.
- i) Maintain a hardcopy of all review shop drawings at the construction site. Reviewed shop drawings are to be made available on site to the DR and Consultants at all times during construction.

4.3.10 PERMITS AND APPROVALS

The CM will be responsible for filing the Notice of Project with the Ministry of Labour, and 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 requirements of 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 the DR 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 at cost to the CM through disbursements.

4.3.11 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 daily reviews of the work, and of the practices and procedures.

4.3.12 SUSTAINABILITY AND ENVIRONMENTAL

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

- a) Leadership to all trades on site to take pride in the project objectives being implemented so that trades take ownership of and are invested in the success of sustainability;
- b) A qualified individual within their organization to help lead sustainability, environmental and waste management to ensure that the DR has a contact point to advance and resolve issues. This individual will assist and help manage trades to meet sustainability and environmental goals to a high standard;
- c) Advice on the source and availability of regional materials and materials with recycled content, including on-Site verification of same;
- d) A comprehensive waste management program for the Work complete with trade orientation, monitoring and verification to validate the waste diversion;
- e) Site verification related to the use of acceptable materials, compiling and verifying MSDS sheets and WHMIS information;
- f) Consideration for sub-contractor prequalification of the appropriate skill and systems to deliver on sustainability and environmental priorities;
- g) Monitoring and testing for indoor air quality during construction.

4.3.13 WASTE MANAGEMENT

The CM shall as a minimum:

- a) Prepare and submit to the DR 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) Maximize the reuse of existing material not only for reintroduction back into the project but to offset materials that would be purchased for construction purpose such as protecting floors, walls, etc. Manage the safe storage of these materials ensuring that all components of the system are kept together as a unit so to reduce damage that would result in waste being created.

- 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 provisions to orientate sub-contractors on site about the waste management practices expected, the requirement of verification of all waste diversion activities with haulers and the production of chain of custody records that are required to be submitted to support verification activities.
- d) Include all related schedules outlining expected inventory targets and results required when waste audits are conducted.
- e) Include non-hazardous solid waste reduction program for eliminating waste through reduction, reuse and recycling, including:
 - i) Requirements for sorting construction waste on site by types.
 - ii) A description of the most practical manner for recycling each individual material.
- f) Prepare and provide to 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.
- g) Review the findings of the Waste Audits conducted by the DR. 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.
- h) Validate all disposal activities to certify that waste diversion is fairly represented with the hauler, disposal site and chain of custody to the end receiving destination that will reuse, recycle and/or repurpose the waste materials.

4.3.14 WASTE MANAGEMENT DELIVERABLES

In accordance with the Canadian Construction Association #81 – 2001: Best Practice Guide to Solid Waste Reduction, and in following with the Ontario 3Rs Regulation (102/94 and 103/94) the CM shall deliver the following:

- a) Waste Audit (pre construction);
- b) Monthly Waste Audit / Diversion Reports including weigh bills, chain of custody and other records for verification;
- c) Waste Reduction Workplan;
- d) Source Separation Program; and
- e) Trades and Contractor Training Module.

4.3.15 PROJECT SITE OFFICE

During construction, the Site Office for this Project will be located on site in trailers within the construction yard. There will be no indoor space available within East Block. The CM will be responsible for provision and maintenance of site offices which are to include sufficient space and services for the CM staff as well as provision for the Consultant's site personnel, trailers for the sub-contractors, Male & Female Washroom trailer, and security stations. The Site Trailer compound will be designed by the CM with input and advice from the Consultants and DR.

4.3.16 COMMISSIONING

The CM shall coordinate with the PWGSC Commissioning Manager.

The CM is to retain an experienced third party independent Commissioning Agent with a minimum (7) seven years 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 PWGSC 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.

4.3.17 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 Consultants. 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. CM shall use the project specific plan prepared by the 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 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 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 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 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 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.

4.3.18 ANTICIPATED SITE SHUTDOWNS

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

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

Work is not permitted, and deliveries or removal of materials are not permitted, at the following scheduled times. Shut down site lighting and lower crane booms to horizontal position, shut off audible equipment, compressors, generators, excavation or hoisting equipment, or other noise-producing equipment:

- a) Remembrance Day, November 11th from 09:00 to 13:00 hours.
- b) The Sound and Light event, daily from May 1 through September 6, from 20:30 to 23:20 hours.
- c) Christmas Light Ceremony, first Thursday in December from 17:00 to 23:00 hours.

- d) Police Memorial Service, last Sunday in September from 08:30 to 12:30 hours.
- e) Changing the Guard Ceremony, daily from June to August, from 10:00 to 10:30 hours.

Departmental Representative also reserves the right to temporarily stop noisy operations and generation of fumes considered disruptive to adjacent occupied areas. Noise limitation is 85 db maximum at site perimeter.

In addition to the dates and times listed above, the Departmental Representative reserves the right to temporarily stop work at any time due to Parliament Hill operational activities.

For these unscheduled work stoppages:

- a) Re-direct all Direct Cost Labour and Direct Labour Supervision on site at time of stoppage to other work if possible. If no other productive work can be found for the Direct Cost Labour and Direct Labour Supervision, this will constitute an unscheduled work stoppage.
- b) Make attempts to mitigate the impact and costs of unscheduled work stoppages. Only costs of Direct Cost Labour and Direct Labour Supervision time losses which could not be mitigated and were actually paid, in accordance with collective labour agreements if applicable, that are a direct result of these unscheduled work stoppages will be reimbursed as a change in accordance with Subcontractor Changes.
- c) Bidders are to include allowances in their bids for all other costs including equipment, materials, plant and management for unscheduled work stoppages at a rate of 1 day per month for the scheduled duration of the bidders' work. If there are more unscheduled work stoppages than 1 day per month for the number of months scheduled to be on site, then the additional actual cost of equipment, materials, plant and management, directly related to the excess days of work stoppages that could not reasonably be mitigated and were actually paid, will be treated in accordance with Subcontractor Changes.
- d) "Stop-work" orders for infractions of contract documents or violations of applicable health and safety regulations will not be considered as a "stop-work" period.

The CM shall incorporate these shutdown requirements in all trade packages with due consideration for timing of holidays.

4.3.19 FIRE SAFETY REQUIREMENTS

The CM shall as a minimum:

- a) Comply with the National Building Code of Canada 2015 (NBC) for fire safety in construction and the National Fire Code of Canada 2015 (NFC) for fire prevention, fire fighting and life safety in building in use.
- b) Comply with PWGSC Fire Prevention Specialist requirements

- c) The PWGSC Departmental Fire Protection Coordinator (DFPSC) is the fire safety officer authority representing PWGSC. Comply with all written notices from the DFPSC.
- d) Welding and cutting: Before cutting and welding operations commence, issue hot work permits then continuously monitor all welding, soldering, grinding and/or cutting work. Store flammable liquids in approved CSA containers. No open flame shall be used unless permitted and authorized by the CM.
- e) 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.
 - iii. Return welding permit to Site Superintendent immediately upon completion of procedures for which permit was issued.
- f) A firewatcher as described in NFC shall be assigned when welding or cutting operations are carried out in areas where combustible materials within 10m may be ignited by conduction or radiation.
- g) Where work requires interruption of fire alarms, fire suppression, extinguishing or protection systems:
 - i) Provide watchman service as described in NFC. 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.
 - ii) Retain services of manufacturer for fire protection systems on daily basis or as approved by the Department Representative to isolate and protect all devices relating to:
 - (1) Modification of fire alarms, fire suppression, extinguishing or protection systems; and/or
 - (2) Cutting, welding, soldering or other construction activities, which might activate fire protection systems.
 - (3) Immediately upon completion of work, restore fire protection systems to normal operation and verify that all devices are fully operational.
 - (4) Inform fire alarm system monitoring agency and local Fire Department immediately prior to isolation in and immediately upon restoration of normal operation.
- h) Ensure a Site Specific Safety Plan is included with updated Fire Safety Plan in accordance with the National Fire Code.

4.3.20 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 the DFPSC.

For work in occupied buildings, give the Departmental Representative 10 workdays notice for work involving designated substances (Ontario Bill 208), hazardous

substances, and before painting, caulking, installing carpet or using adhesives.

4.3.21 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-builts 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.

4.3.22 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.

4.3.23 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 building occupants, site systems and heritage elements from excessive construction dust and debris. Occupation of the building by Parliamentarians, staff, visitors and guests throughout all phases of the project will require strict adherence to ensuring clean construction areas, as well as any non-construction areas such as corridors, loading dock and entrances that are affected by the construction activities.

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.

4.3.24 SITE SECURITY

The CM shall be responsible for security of the construction site under their direct control. 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.

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

As a minimum, the 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 being ready for use;
- g) A Site protocol to be developed and enforced, including:
 - i. No audio or video devices;
 - ii. Noise control;
 - iii. No parking on Site;
 - iv. Due regard for the general public’s expectations with respect to behaviour, language and dress in public places (all spaces exterior of the Site are deemed to be public).
 - v. No smoking on site.
 - vi. Engaging private sector security services
- h) Provide emergency response coordination for 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, contact DR immediately.
- i) 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.
- j) The CM shall be responsible for all emergencies at the construction 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.

4.3.25 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. Take steps to minimize noise, vibration, and odours affecting the building (interior and exterior), and impacting on the neighbouring and adjacent occupancies, including buildings, roadways, parks, and recreational areas.

All work causing excessive noise, vibration, or odour shall be performed outside of normal working hours to minimize disruption to building occupants. For the purposes of

this project, normal working hours are defined as 7AM to 9PM, Monday to Friday during Parliamentary Session, and 7AM to 6PM Monday to Friday during Parliamentary Recesses. CM to obtain and review annual House of Commons and Senate calendars available to the public on their respective websites.

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 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.

4.3.26 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.

4.3.27 VISITOR SITE TOURS

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

4.3.28 CONSTRUCTION PROGRESS DOCUMENTATION

The CM will be responsible to monitor construction progress for the exterior rehabilitation work being undertaken.

The performance based scope shall include:

- a) As found heritage recording documentation, overlain with the tendered scope of work, shall be provided by PWGSC. The heritage recording dataset, will be tied to the PPB coordinate system, and will be in Autodesk ReCap file format.
- b) It is the CM's responsibility to use these files / drawings to provide a construction information management system that demonstrates:
 - i. as found conditions of the masonry, both graphic and photographic

- ii. proposed scope of work (as per the tendered drawings)
- iii. approved scope of work (as agreed between the sub-contractors performing the work and the Consultant)
- iv. on-going AutoCAD drawings showing both monthly and aggregate usage of Unit Price Table (UPT) and custom work
- v. on-going tally of both monthly and aggregate usage of UPT and custom work to be included in the CM's monthly report
- vi. final as-built records

The CM shall provide the necessary resources to monitor the work on a daily basis capturing and documenting the progress of the work for input to the CM's construction information management system.

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 at the end of each construction sub-phase.
- 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.

