



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Public Works Government Services Canada- Bid
Receiving / Réception des soumissions
189 Prince William Street
Room 405
Saint John
New Brunswick
E2L 2B9
Bid Fax: (506) 636-4376

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

All enquiries are to be submitted in writing to the Contracting Officer, Janine Donovan: Email - janine.donovan@pwgsc.gc.ca.

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works Government Services Canada- Bid Receiving /
Réception des soumissions
189 Prince William Street
Room 405
Saint John
New Brunswick
E2L 2B9

Title - Sujet Construction Mgr Svc-Province House	
Solicitation No. - N° de l'invitation ED001-180516/A	Date 2017-07-25
Client Reference No. - N° de référence du client ED001-180516	
GETS Reference No. - N° de référence de SEAG PW-\$PWB-020-4163	
File No. - N° de dossier PWB-7-40028 (020)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-09-06	Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Donovan, Janine PWB	Buyer Id - Id de l'acheteur pwb020
Telephone No. - N° de téléphone (506) 636-5347 ()	FAX No. - N° de FAX (506) 636-4376
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA PO BOX 1268 3 QUEEN ST CHARLOTTETOWN Prince Edward Island C1A4A2 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

REQUEST FOR PROPOSAL (RFP)
CONSTRUCTION MANAGEMENT SERVICES
PROVINCE HOUSE CONSERVATION
CHARLOTTETOWN, PRINCE EDWARD ISLAND

IMPORTANT NOTICE TO BIDDERS

PROMPT PAYMENT IN THE CONSTRUCTION INDUSTRY

Prompt Payment Principles

Public Works and Government Services Canada advocates that construction-related payments should follow these three principles:

- Promptness: The department will review and process invoices promptly. If disputes arise, Public Works and Government Services Canada will pay for items not in dispute, while working to resolve the disputed amount quickly and fairly
- Transparency: The department will make construction payment information such as payment dates, company names, contract and project numbers, publicly available; likewise, contractors are expected to share this information with their lower tiers
- Shared responsibility: Payers and payees are responsible for fulfilling their contract terms including their obligations to make and receive payment, and to adhere to industry best practices

For more information: <http://www.tpsgc-pwgsc.gc.ca/biens-property/divulgate-disclosure/psdic-ppci-eng.html>

TWO-ENVELOPE BID

This Bid shall be submitted following a "two-envelope" procedure. Refer to SI07 "Overview of Opening 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>

SUPPORT THE USE OF APPRENTICES

Through Canada's Economic Action Plans, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects.

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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 submission, refer to SI06. The submission may cover not only the qualifications, experience and organization of the Bidder, but also the detailed approach to the work and the pricing and terms offered. (A combination of the technical and financial services submission will constitute the Bid.)

SI02 BID DOCUMENTS

1. The following are the bid documents:
 - a) Request for Proposal (RFP) ;
 - b) Special Instructions to Bidders (SI);
 - c) General Instructions - Construction Services - Bid Security Requirements (GI);
 - d) Supplementary Conditions (SC);
 - e) Contract Documents (CD);
 - f) Submission Requirements and Evaluation (SRE);
 - g) Bid and Acceptance Form (BA);
 - h) Terms of Reference;
 - i) Basis of Payment;
 - j) All related Annexes and Appendices and 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 contract. Refer to Contract Documents, Article 2.

SI04 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this RFP must be submitted **in writing** to the Contracting Authority named on the Request for Proposal (RFP) – Page 1 at janine.donovan@pwgsc.gc.ca as early as possible within the solicitation period. Enquiries should be received no later than seven (7) working days prior to the date set for closing of the solicitation to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
2. To ensure consistency and quality of the information provided to Bidders, the Contracting Authority will examine the content of the enquiry and will decide whether or not to issue an amendment.
3. All enquiries and other communications related to this RFP sent throughout the solicitation period are to be directed **ONLY** to the Contracting Authority identified in the Solicitation Documents. Failure to comply with this requirement may result in the bid being declared non-compliant.

SI05 OPTIONAL SITE VISIT

1. There will be a site visit on August 10th, 2017 at 10:00 am. Interested bidders are to meet at the main entrance of Province House, 165 Richmond Street, Charlottetown, Prince Edward Island.
2. Although not mandatory, all contractors wishing to submit a tender for this work are encouraged to attend to become familiar with all aspects of the work. Bidders are requested to communicate with the Contracting Authority by 4:00pm, August 8, 2017 to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance form. Bidders who do not attend for send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.
3. **Safety Attire:** It is mandatory that all persons attending the site visit have the proper personal protection equipment (safety glasses, footwear, vests and hard hats.). Contractor's personnel/individuals who do not have the proper safety attire may be denied access to the site.

SI06 SUBMISSION OF BID

1. The bid should be submitted following a "two-envelope" procedure of which is to include a technical and financial bid. Both envelopes should be enclosed and sealed together in a third envelope, the "Bid Envelope". All envelopes are to be provided by the Bidder.
2. The **Bid Envelope** should be addressed and submitted to the office designated on the Front Page of the Request for Proposal. The bid must be received on or before the date and time set for solicitation closing. The Bidder should ensure that the following information is clearly printed or typed on the face of the envelope:
 - a. Solicitation Number;
 - b. Name of Bidder;
 - c. Bidder's return address; and
 - d. Closing Date and Time.
3. The **Technical Bid**, and any associated document(s), should be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
 - a. Envelope 1 - Technical Bid;
 - b. Solicitation Number;
 - c. Name of Bidder.

4. The Bid and Acceptance Form (BA), Bid Security and associated document(s), the Financial Bid, should be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
 - a. Envelope 2 - Financial Bid;
 - b. Solicitation Number; and
 - c. Name of Bidder.
5. Timely and correct delivery of bids is the sole responsibility of the Bidder.
6. Unless otherwise specified in the Special Instructions to Bidders.
 - a. the bid will 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-compliant.

SI07 REVISION OF BID

1. A bid submitted may be amended by letter or facsimile provided the revision is received at the office designated for the receipt of the bids, on or before the date and time set for the receipt of bids. The revision must be on the Bidder's letterhead or bear a signature that identifies the Bidder, and must clearly identify the change(s) to be applied to the original bid. The revision must also include the information identified in SI05 - Submission of Bid.
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).

SI08 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 1 "Technical Bid" will be opened first and will be reviewed and/or evaluated against the mandatory requirements and point-rated requirements set out elsewhere in the RFP. Technical Bids meeting all the minimum requirements are further considered. Failure to meet any or all of the mandatory 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 2 - "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.

SI09 BID VALIDITY PERIOD

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders will have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. is accepted, in writing, by all those who submitted bids, then Canada will continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. is not accepted in writing by all those who submitted bids then Canada will, 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 solicitation.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI06 Rejection of Bid.

SI10 DEBRIEFINGS

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

SI11 JOINT VENTURES (2011-05-16)

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 Working enterprise, sometimes referred as a consortium, in order to submit together a bid. Bidders who submit a bid, as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a. the name of each member of the joint venture;
 - b. the Procurement Business Number of the joint venture;
 - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
3. The bid must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract.
4. 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.

SI12 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 effort in the total bid amount by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in case of error in the estimated amount of prices, the unit price will govern;
 - f. Verify any information provided by bidders through independent research, use of any government sources or by contacting third parties; and
 - g. Interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill 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.

SI13 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 compliant 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 compliant Bidder to ensure best value to Canada.

SI14 ENTIRE REQUIREMENT

1. The bid solicitation documents contain all the requirements related 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 assure the 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.

SI15 DEFINITION OF BIDDER

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

SI16 WEB SITES

1. The following is a list to some of the Web sites in the solicitation documents:

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- Buy and Sell: <https://www.achatsetventes-buyandsell.gc.ca>
 - Canadian economic sanctions: <http://www.international.gc.ca/sanctions/index.aspx?lang=eng>
 - Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913): <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>
 - Bid Bond (form PWGSC-TPSGC 504): <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>
 - Performance Bond (form PWGSC-TPSGC 505): <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf>
 - Labour and Material Payment Bond (form PWGSC-TPSGC 506): <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>
 - Standard Acquisition Clauses and Conditions (SACC) Manual: <http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>
 - PWGSC, Industrial Security Services: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>
 - PWGSC, Code of Conduct and Certifications: <http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>
 - Construction and Consultant Services Contract Administration Forms Real Property Contracting: <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>
 - Declaration Form: <http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>

GENERAL INSTRUCTIONS - 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	Rejection of Bid
GI08	Bid Costs
GI09	Procurement Business Number
GI10	Compliance with Applicable laws
GI11	Performance Evaluation
GI12	Conflict of Interest—Unfair Advantage
GI13	Code of Conduct for Procurement—Bid
GI14	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*. <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>
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*. <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>
4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
 - a. it has read and understands the *Ineligibility and Suspension Policy*; <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;

- d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.htm). <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.htm>
6. Canada will declare non-compliant 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)

1. The bid shall be
 - a. 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;
 - b. based on the Bid Documents listed in the Special Instructions to Bidders;
 - c. correctly completed in all respects;
 - d. signed by a duly authorized representative of the Bidder; and
 - e. accompanied by
 - i. bid security as specified in GI05; and
 - ii. any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the bid.
2. Subject to paragraph 6) of GI06, any alteration to the pre-printed or pre-typed sections of the Bid and Acceptance Form, or any condition or qualification placed upon the bid may be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Bid and Acceptance Form by the Bidder shall be initialed by the person or persons signing the bid. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.
3. Unless otherwise noted elsewhere in the Bid Documents, facsimile copies of bids are not acceptable.
4. Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole

responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.

GI03 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. This also applies to Bidders submitting a bid as a joint venture.

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 April 1, 2013.

GI05 CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES (2017-04-27)

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 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* <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/504-eng.html>) 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. 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.
 - 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;

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- 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, either by letter or by a stamped certification on the bill of exchange, bank draft or money; an
- 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*; <http://laws.justice.gc.ca/eng/acts/C-21/>
 - 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*; <http://laws-lois.justice.gc.ca/eng/acts/I-3.3/index.html> or
 - v. Canada Post Corporation.
5. Bonds referred to in subparagraph 3. b. 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. shall
- a. be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf,
 - i. is to make a payment to, or to the order of, the Receiver General for Canada as the beneficiary;
 - ii. is to accept and pay bills of exchange drawn by the Receiver General for Canada;
 - iii. authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
 - iv. authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
 - b. state the face amount which may be drawn against it;
 - c. state its expiry date

- d. provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the Departmental Representative identified in the letter of credit by his/her office;
 - e. provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
 - f. provide that it is subject to the International Chamber of Commerce (ICC) *Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision*, ICC Publication No. 600, Pursuant to the ICCUCP, 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. 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 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., 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., 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., 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., other than subparagraph 2. a., 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.

GI08 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.

GI09 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 Web site: <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier> . For non-Internet registration, Bidders may contact the nearest Supplier Registration Agent.

GI10 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 licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the bid and entry into any ensuing contract for the performance of the work.
2. For the purpose of validating the certification in paragraph 1., a Bidder shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.
3. Failure to comply with the requirements of paragraph 2. shall result in disqualification of the bid.

GI11 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*, <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/2913-eng.html> SELECT - Contractor Performance Evaluation Report Form, is used to record the performance.

GI12 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, 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, 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 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 remains however subject to the criteria established above.
3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

GI13 CODE OF CONDUCT FOR PROCUREMENT—BID (2016-04-04)

1. The *Code of Conduct for Procurement* <http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html> 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.

GI14 LATE SUBMISSIONS

1. 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 and any Appendices attached thereto;
 - c. Request for Proposal all Annexes, Appendices and Amendments thereto;
 - d. Terms of Reference;
 - e. Basis of Payment;
 - f. General Conditions and clauses:

GC1 General Provisions - Construction Services	R2810D (2016-04-04);
GC2 Administration of the Contract - 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);
 - g. Supplementary Conditions (SC)
 - h. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - i. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and acceptance of the bid; and
 - j. Any amendment or variation of the contract documents that is made in accordance with the General Conditions; and
 - k. The Contractor's bid. (Technical Bid and Financial 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 Insurance Terms
 - SC03 Changes to Contract Documents
 - SC04 Determination of Construction Cost
 - SC05 Determination of Price for Subcontract Changes
 - SC06 Replacement of Specific Individuals
 - SC07 Interpretation
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SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS

1. There is no security requirement applicable to this Contract.

SC02 INSURANCE TERMS

1. Insurance Contracts
 - a. The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance and the Basis of Payment. 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 six (6) years beyond the date of the Certificate of Substantial Performance.
3. Proof of Insurance
 - a. Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
 - b. Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.
4. Insurance Proceeds

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

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

SC03 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:
 - i. Delete sub-paragraph 1. f. drawings and specifications in its entirety and replace with the following:
f. Terms of Reference & Basis of Payment.
 - ii. Delete sub-paragraph 2. in its entirety.
 - 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 will 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 will 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 will the sum be greater than \$20,000,000.*

3. *The limitation of this obligation will be exclusive of interest and all legal costs and will 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 will have no limitation and will include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor will defend Canada against any third party claims.*
5. *The Contractor will pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, will 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.*
6. *Notice in writing of a claim will 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 will take note that the performance of the Contractor during and upon completion of the services will 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 (CPERF), 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 will:*
 - 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 will:*
 - a. *Ensure that insurance coverage is provided to the same requirements to the extent applicable. Such insurance will 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 will 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 will 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 will be the "constructor" for the Project within the meaning of the applicable Health and Safety legislation, and will 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 will 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 will 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 will 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 Estimated Construction Costs 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 cost of the Construction Work, excluding the Contractor' fees, is not within 75 and 125 percent of the total Estimated Construction Cost 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;*
3. *For the purposes of the negotiation referred to in paragraph 2.*
 - a. *The onus of establishing, justifying and quantifying a proposed change lies with the party making the request for negotiation.*
 - b. *If the actual Construction cost is less than 75 percent of the Estimated Construction, in no event will the total amount paid as the Contractor' Percentage Fee, amended as a result of a reduction in the cost 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.*
4. *The amount of the Contract will 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.*

SC04 DETERMINATION OF CONSTRUCTION COST

1. The Construction Cost, as defined in that **BASIS OF PAYMENT Annex B**, initially will be determined based on the Estimated Construction Cost specified in the Request for Proposal. The Estimated Construction Cost will be adjusted periodically throughout the term of the contract to reflect the actual Construction Cost.
2. Any adjustment to the amount of a subcontract will require Canada's approval in writing. The Contractor will not be entitled to any additional fees other than the Percentage Fee.
3. Any request for adjusting the amount of a subcontract must be substantiated with a cost estimate breakdown identifying, as a minimum, all Labour, Material, and Plant costs and the amount of the allowance for the subcontractor's undertaking of the work within the stipulated amount. The Contractor will ensure that all prices included in the breakdown are fair and reasonable and in conformance with the following:
 - a. Labour rates will be established in accordance with applicable trade union agreements. Non-union labour rates will be established in accordance with industry standards. All labour rates will 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 profit, supervision, co-ordination, administration, overhead and the risk of undertaking the work will be negotiated by the Contractor for each change, and will represent a reasonable amount for the nature and complexity of each change. However, in no circumstance will 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 will be equal to the actual cost of that portion of the Work plus the applicable Contractor's Percentage Fee.

SC05 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 SC04 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 SC04 3. c.
 - d. To facilitate approval of the price of the change or the additional price per unit as applicable, the Contractor will 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 will be determined in accordance with paragraph 3. "Price Determination Following Completion of Changes".
- 2. Allowable Costs under paragraph 1. "Price Determination Prior to Undertaking Changes".
 - a. General
 - i. The Contractor will 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 will 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 will 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;

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- 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. "Allowance to the Subcontractor" below will 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. "Allowance to the Subcontractor" below will 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 will 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 will 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 will be determined in accordance with the collective agreements that are applicable at the site of the work and will 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
 - 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 will be in accordance with industry standards and the Contractor's and its Subcontractor will provide satisfactory proof of the rates actually paid
- c. Material, Plant and Equipment Costs
- i. The costs of all purchases and rentals will 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 will 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 will 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 SC04 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 will be limited to the following categories of expenditure:
 - i. payments to Subcontractors and Suppliers;
 - ii. wages, salaries bonuses and, if applicable, travel and lodging expenses of employees of the 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 subparagraphs 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 will perform the Work or supply the Plant and Material required to complete the item and payment will 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 will, 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 will be determined in accordance with paragraph 3. "Price Determination Following Completion of Changes"
- d. If it appears that the final quantity of labour, Plant and Material under a price per unit item will 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 subparagraph 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.

SC06 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 Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The 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 paragraph 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.

SC07 INTERPRETATION

R2810D General Condition GC1.1.2 Terminology is modified to include the following,

“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.

SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

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

SRE 1 GENERAL INFORMATION

1.1 Reference to the Selection Procedure

- 1.1.1 An 'Overview of the bid opening and selection procedure' can be found in the Special Instructions to Bidders (SI)

1.2 Submission of Bids

- 1.2.1 Bids are to be submitted in accordance with Special Instructions to Bidders (SI)
- 1.2.2 Submit one (1) signed original and five (5) copies of the Technical Bid (envelope one).
- 1.2.3 Submit one (1) signed original of the Financial Bid (envelope two).

1.3 Format of Bids

1.3.1 Technical Bid

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

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

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

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

The order of the Technical Bid should follow the order established in the Submission Requirements Section of the RFP. The maximum number of pages (including text and graphics) to be submitted is 20. The following are not part of this page limitation:

- Covering Letter
- Front Page of the RFP
- Financial Bid
- Health and Safety documentation
- Resumes (limit 2 page each)
- Sample Project reports.

The consequence of exceeding the maximum 20 page limitation is that all pages that extend beyond the 20 page limitation will be removed from the technical Bid submission and will not be evaluated by the PWGSC Evaluation Committee for evaluation.

1.3.2 Financial Bid

Bidders must submit their Financial Bid in accordance with the RFP

1.4 Evaluation of Bids

1.4.1. To be declared compliant, a Bid must:

- comply with all the requirements of the Request for Proposal;
- meet all mandatory evaluation criteria;
- Financial Bid form must be fully completed and accompanied by the required bid security.

1.4.2. Bids not meeting 1.4.1 will be declared non-complaint. Complaint Bids will be evaluated and assigned a score against the criteria described in SRE 2.

1.5 Mandatory Requirement

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

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 achieved Substantial Completion, issued between January 1, 2000 and July 25, 2017.

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 Substantial Completion issued between January 1, 2000 and July 25, 2017.
- 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.

1.5.2 **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:

Project Manager:

- a) Shall have a minimum of 8 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 certification such as PMP, Gold Seal, etc.

Site Superintendent:

- a) Shall have a minimum of 10 years construction experience with a minimum of 8 years experience in a Site Superintendent role.

SRE 2 TECHNICAL BID SUBMISSION REQUIREMENTS AND EVALUATION

2.1 TECHNICAL CRITERION 1 - Experience of the Bidder: (Maximum Points: 300 points)

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 achieved Substantial Completion, issued between January 1, 2000 and July 25, 2017. 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:

Representative project relevance:

- A brief project description including total construction value, start and completion dates, and quantity and types of sub-contracts managed;

- 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, and any other criteria that the Bidder may identify based on their understanding of the project;
- Bidders shall complete and submit SRE Form 2 "Client Reference Form" for each project as validation of the Bidder's representative projects. If any of the information requested in SRE Form 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.

Management of Representative Projects:

- How budget was controlled and managed (i.e. contract price & final construction cost with explanation to address variances);
- How schedule was controlled and managed (i.e. initial schedule and revised schedule with explanation to address variances);
- How scope, quality and risks were managed to achieve client's expectations. Provide specific examples that are relevant to this project, if possible;
- Names of key personnel responsible for delivery; outline their roles and responsibilities; and
- Client references including name, address, phone and fax or e-mail of client contact at the working level - (PWGSC reserves the right to verify and consider the satisfaction of the referenced clients)

The Contractor must ensure that all references provided are currently available and can be contacted by the PWGSC Evaluation Team within five (5) working days of bid closing.

2.2 TECHNICAL CRITERION 2 - Experience of Key Personnel of the Bidder: (Maximum Points: 300)

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

Key Personnel:

- Senior Construction Manager
- Project Manager
- Site Superintendent
- Scheduler
- Cost Estimator

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

- Academic and/or other relevant qualifications such as PMP, Gold Seal, etc.; include accomplishments and achievements;
- Pertinent experience on projects involving heritage work;
- Relevant experience in the proposed position and number of years experience in both the proposed position and the construction industry (if not done with Bidder firm, specify name of firm);
- Scheduling resource should have experience with 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 SRE2.1.

2.3 TECHNICAL CRITERION 3 - Management of Services: (Maximum Points: 400)

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 2.2, 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 service categories (CMA and CMc) 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 and time commitments of personnel against the project objectives. Describe which resources will be located on site and which resources will be located remotely along with their frequency of travel, where applicable.
- 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 two distinct service categories (CMA and CMc). 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;
 - 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 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.

Mandatory Requirements				
SRE	What will be evaluated <i>Mandatory Requirements: Pass / Fail</i>	Meets	Doesn't Meet	Pass / Fail
1.5.1	Mandatory Bidder Experience			
1)	Construction Manager or General Contractor on \$15M Project			
1.5.2	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
2.1	Experience of the Bidder <i>Maximum Score: 300 Points</i>			
1)	Representative project relevance	0-10	15	150
2)	Management of the representative projects	0-10	15	150
2.2	Experience of Key Personnel of the Bidder <i>Maximum Score: 300 Points</i>			
1)	Experience of the Senior Construction Manager	0-10	6	60
2)	Experience of the Project Manager	0-10	8	80
3)	Experience of the Site Superintendent	0-10	10	100
4)	Experience of the Scheduler	0-10	3	30
5)	Experience of Cost Estimator	0-10	3	30
2.3	Management of the Services <i>Maximum Score: 400 Points</i>			
1)	Organization Chart & Resources Allocation Chart	0-10	14	140
2)	Work Plan & Methodologies	0-10	18	180
3)	Health & Safety Plan and Record	0-10	8	80

EVALUATION GRID

Non Responsive	Inadequate	Weak	Adequate	Fully Satisfactory	Strong
0 Point	2 Points	4 points	6 points	8 points	10 points
Did not submit information which could be evaluated	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 FINANCIAL EVALUATION

The Financial Bid submitted by the Bidder will be divided by the Technical Score to establish the Price per Point of the Bid.

SRE 4 BASIS OF SELECTION

- 4.1 To be declared responsive, a bid package shall:
- a. Comply with all the requirements of the bid solicitation; and
 - b. Obtain a "Pass" score for each of the mandatory requirement outlined in Section 1.5; and
 - c. Obtain a minimum 50% Point Rated Score for each of the Point Rated Requirements outlined in Section 2.1, 2.2, and 2.3; and
 - d. Obtain a minimum 60% Point Rated Score for the cumulative Total Weighted Score of the Point Rated Requirements outlined in Sections 2.1, 2.2, and 2.3; and
 - e. 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.
- 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 submitting the lowest Total Proposed Amount will be recommended for award of a contract.
- 4.4 $\text{Evaluated Price per Point} = \text{Total Price} / \text{Technical Score}$

SRE - FORM 1 - TECHNICAL COMPLIANCE FORM

Bidders should use the following to substantiate their bid clearly:

Technical Requirement that Requires Substantiation by the Bidder	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
2.3: Experience of the Bidder Representative Project Relevance		
2.3: Experience of the Bidder Management of the representative projects		
2.4: Experience of key personnel Experience of Senior. Construction Manager		
2.4: Experience of key personnel Experience of Project Manager		
2.4: Experience of key personnel Experience of Superintendent		
2.4: Experience of key personnel Experience of Scheduler		
2.4: Experience of key personnel Experience of Cost Estimator		
2.5: Management of the Services Organization Chart & Resources Allocation Chart		
2.5: Management of the Services Work Plan & Methodologies		
2.5: Management of the Services Health & Safety Plan and Record		

Solicitation No. - N° de l'invitation
ED001-180516/A
Client Ref. No. - N° de réf. du client
R.073771.011

Amd. No. - N° de la modif.
File No. - N° du dossier
PWB-7-40028

Buyer ID - Id de l'acheteur
pwb020
CCC No./N° CCC - FMS No./N° VME

SRE - FORM 2 - CLIENT REFERENCE FORM FOR REPRESENTATIVE PROJECT

Client Letter of Reference

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

Project Details:

- XXXXXXXX

Project Location: _____

Initial Contract Value (excluding taxes)

Final Contract Value (excluding taxes)

Original Planned Completion Date

Actual Certificate of Completion Date

Certification

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

Client Name: _____ Client Title: _____

Client Signature _____ Date: _____

BID AND ACCEPTANCE FORM (BA) (3 pages)

BA01 IDENTIFICATION: Construction Management Services
Province House Conservation
Charlottetown, Prince Edward Island

BA02 BUSINESS NAME AND ADDRESS OF BIDDER:

Name: _____

Address: _____

Telephone: _____ Fax: _____

Procurement Business Number: _____

E-Mail address: _____

Industrial Security Program Organisation Number (ISP ORG#) _____

BA03 THE OFFER

1. The Bidder offers Canada to perform and complete the Work for the above named project in accordance with the Request for Proposal for the **TOTAL BID AMOUNT** of:

\$ _____ excluding Applicable Taxes.
(To be expressed in numbers only)
(The **TOTAL BID AMOUNT** represents the sum of items 1. (a) + (b) + (c) + (d) and (e) below)

- (a) Fixed Monthly Fee for CM (Item 1. a. of Annex B - Basis of Payment)

Category of Service	Applicable Terms of Reference	Firm Fixed Monthly Fee	Estimated Duration	Sub-Total
Phase 2 CMa & Phase 3 CMa	2. Required Services - CMa	\$	X 30 months =	\$
Phase 2 CMc & Phase 3 CMc	3. Required Services - CMc	\$	X 27 months =	\$
TOTAL:				\$ (a)

- (b) Percentage Fee (Item 1 b. of Annex "B" - Basis of Payment) of the Estimated Construction Cost.

\$ _____ % X \$ 21,500,000.00 = \$ _____

- (c) Estimated Construction Cost: (Item 2 of Annex B - Basis of Payment) = **\$ 21,500,000.00**

- (d) Cost of Bonding and Insurance (Item 3.1. of Annex B - Basis of Payment) \$ _____

- (e) Per Diem Rates. Sub-total of Per Diem Rate Table (Item e). \$ _____

Per Diem Rate Table

Category of Personnel	Fiscal Year (April – March)	Estimated Annual Days (EAD)	Firm Per Diem Rate (PDR)	Extended Total (EAD x PDR)
Senior Construction Manager	2017 / 18	50	\$	\$
Project Manager	2017 / 18	250	\$	\$
Intermediate Project Manager	2017 / 18	250	\$	\$
Superintendent	2017 / 18	250	\$	\$
Cost Estimator	2017 / 18	50	\$	\$
Scheduler	2017 / 18	50	\$	\$
Health & Safety Officer	2017 / 18	50	\$	\$
Commissioning Coordinator	2017/18	50	\$	\$
General Labour	2017 / 18	250	\$	\$
General Carpenter	2017 / 18	250	\$	\$
Lift Operator	2017 / 18	250	\$	\$
Flag Person	2017 / 18	250	\$	\$
Administrative	2017 / 18	50	\$	\$
Sub-Total			\$	(e)

The quantities and categories of personnel identified in this table are to be included in the Total Bid Amount but will not be included in the total contract award value. They are for evaluation purposes only and will not be interpreted by the Bidder to be a commitment by Canada to request the services.

Per Diem rates (inclusive of payroll costs, overhead and profit) represent a full 8 hour work day. The Bidder's Per Diem rates, will be used to derive the Bidder's Hourly Rates (Bidder's Per Diem rate divided by 8 hours). Payment for any additional services or personnel will be based on the hourly rate and paid on the basis of actual hours worked.

In order to ensure that fair and competitive rates are received for each of the category of personnel the following requirements must be adhered to:

- The Bidder must provide a rate for each category of personnel;
- The rate for any given listed category of personnel cannot be \$0.00 or nil value;
- 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. Failure to comply with this subparagraph may render the bid non-compliant.

- Canada may reject the bid if any of the prices submitted, including the per diem rates supplied under, do not reasonably reflect the cost of performing the part of the work to which that price applies.
- In conducting its evaluation of the bids, Canada may, but will have no obligation to, correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern.

BA04 BID VALIDITY PERIOD

1. The Bid will not be withdrawn for a period of Thirty (30) 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 contract value will be determined in accordance with amounts bid for items BA 03 (a) + (b) + (c) and (d) (All Applicable Taxes excluded).

BA06 CONSTRUCTION TIME

1. The full scope of work is to be completed within thirty (30) months from contract award.

BA07 BID SECURITY

1. The Bidder will enclose bid security with its BID in accordance with GI06 Bid Security Requirements.

BA08 SIGNATURE

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

Signature

Date

APPENDIX 1
INTEGRITY PROVISIONS - LIST OF NAMES

In accordance GI01 INTEGRITY PROVISIONS - BID provide a complete list of each individual who are currently Directors and or Owner of the Bidder.

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently Directors of the Bidder. Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the Owner(s).

<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>

Solicitation No. - N° de l'invitation
ED001-180516/A
Client Ref. No. - N° de réf. du client
R.073771.011

Amd. No. - N° de la modif.
File No. - N° du dossier
PWB-7-40028

Buyer ID - Id de l'acheteur
pwb020
CCC No./N° CCC - FMS No./N° VME

ANNEX A
TERMS OF REFERENCE



Construction Management (CM) Services

- For Advisory Services (CMa) and Construction Services (CMc)
- With Commissioning (Cx)

TERMS OF REFERENCE

Province House Conservation

For:

**Parks Canada Agency
Charlottetown, Prince Edward Island**

July 19, 2017



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1. PROJECT DESCRIPTION

1.1 GENERAL

1.1.1 PURPOSE

- .1 Terms of Reference (TOR) have been developed to engage the services of a Construction Manager (CM) to provide CM Advisory (CMa) and CM General Contractor (CMc), Semi-at-Risk services for the Province House Conservation project and to ensure that the CM has a clear understanding of the project scope, procedures and performance requirements.
- .2 Equally integral to the TOR are three (3) documents; Definitions, General Procedures and Standards (GP&S) and Division 01 General Requirements.

1.1.2 PROJECT INFORMATION

Project Information	
Project Title:	Province House Conservation
Project Location:	Richmond Street, Charlottetown, PE
PWGSC Project Number:	R.073771.011
User Department:	Parks Canada Agency
PWGSC Departmental Representative:	Tim Chandler

1.2 BACKGROUND INFORMATION

1.2.1 PURPOSE AND NEED FOR THE PROJECT

- .1 Purpose:

The Province House Conservation project primarily addresses conservation and stabilization of the building envelope and structure by identifying the root causes of the problems that have resulted in deterioration and by undertaking repairs to ensure long-term solutions. Additionally, Canada is taking the opportunity to upgrade many aspects of the building, while it is largely dismantled. Key objectives and priorities include:

 - .1 Return the building to a habitable and safe condition for the building occupants
 - .2 Address material deterioration, integrity, and durability
 - .3 Eliminate root cause of deterioration
 - .4 Make improvements to reduce rate of deterioration
 - .5 Respect integrity of original construction and conservation
 - .6 Create a welcoming and accessible environment for visitors
 - .7 Implement a safe project that is respectful of stakeholders and ongoing operations adjacent the site.
- .2 Need:
 - .1 A significant conservation program is underway to address the above priorities. The project needs to be undertaken in a timely and cost efficient manner while respecting the heritage aspects of the building. Parks Canada



- wishes to maximize the amount of construction completed by March 2020. The CM is to provide advice, guidance, and resources to achieve this.
- .2 The Province House is a National Historic Site of Canada. Implement the project following a conservation approach based on accepted principles and practices described in the Standards and Guidelines for the Conservation of Historic Places in Canada. Implement solutions using a minimum intervention approach causing the least harm to the heritage character of the building. A Parks Canada Document is attached in Appendix A for additional references to the Province House and its Character Defining Elements.
 - .3 The building, in its end state, must be able to accommodate the Province's Legislative Assembly and associated staff. Parks Canada showcases the Province House as a tourist destination with interpretive displays and many tours passing through.

1.2.2 USER DEPARTMENT

- .1 The User Department referred to throughout the TOR is Parks Canada Agency (PCA).
- .2 The Province House is owned by the Province of Prince Edward Island who is the building owner and continues to use the building as the seat of the Legislative Assembly of the Province. It has been operated and maintained since 1974 under a long-term lease agreement with Parks Canada Agency.

1.2.3 EXISTING CONDITIONS

- .1 Background:

The Province House Conservation project primarily addresses conservation and stabilization. The Province House is unoccupied and has been since it was vacated in 2015 to make way for the conservation project.

Province House is a three-storey Classical Revival style building located in central Charlottetown, Prince Edward Island. It is owned by the Province of Prince Edward Island and continues to serve as the seat of the Legislative Assembly of the Province. It has been operated and maintained since 1974 under a long-term lease agreement with Parks Canada Agency.

The building, originally called the Colonial Building, was designed by Island architect and builder Isaac Smith between 1839 and 1842 to house the provincial legislature, Supreme Court and government offices, and was constructed between 1843 and 1847. It is a rectangular building approximately 44 metres long by 16.7 metres wide, with large full-height porticos on the north and south elevations that project approximately 3.7 metres from the main building. Short projecting wings on the east and west ends of the building were added in 1844, following the first year of building construction.

Key elements on the interior of the building are its symmetrical design with balanced wings and central staircase, its principal second-floor rooms and its architectural detailing.

- .2 Current Conditions:

Phase 1 construction has been undertaken to stabilize structural elements and prepare the site for Phase 2. Refer to Terms of Reference Division 1 Section 01



11 00 and Phase 1 drawing/specification package in appendices for complete understanding of scope. In summary, Phase 1 includes:

- .1 Site fencing, temporary power, etc.
- .2 Abatement of hazardous materials
- .3 Protection of interior finishes
- .4 Selective removal, storage and tagging of windows, doors, paneling, and woodwork.
- .5 Investigative openings
- .6 Stabilization of Porticos, rebuilding of Portico foundations and stabilization of other masonry areas exhibiting structural instability
- .7 Interior shoring of the building floors and roof
- .8 Excavation around the building and temporary retaining wall
- .9 Installation of enclosed exterior structural frame and scaffolding system
- .10 Provision of temporary mechanical/electrical systems

1.2.4 CONSTRAINTS AND CHALLENGES

Schedule/Budget: The client has a constrained schedule and budget. The CM will be expected to advise on opportunities for schedule advancement and value engineering. The client's ability to obtain funding is tied to the completion dates. As such, the CM will need to develop a plan with these constraints in mind.

Conservation: Province House is a National Historic Site of Canada and requires specialized heritage conservation approaches. Heritage conservation takes more time than conventional construction methods and therefore the challenges of delivering the project on a fixed schedule are increased.

Phase 2 Design Options: PSPC is considering alternative approaches to the Phase 2 design and implementation that vary from the current design direction and 50% design documents. The CM will need to provide schedule and cost services to inform decision making.

Adjacent Operations: The CM is to be cognizant of the day-to-day activities and sensitivities regarding construction in close proximity to downtown businesses, tourists, and adjacent operational facilities. Access to the building and the site will be constrained by the need to work around the events calendar of adjacent building operators.

Minimize impact of construction activities: No noisy, dusty, or disruptive work is permitted without Departmental Representative approval. The CM, in cooperation with its sub-contractor(s) performing the work, is to plan such work so that negative impacts are minimized. This type of work will be limited based on:

- National Holidays
- When Legislative Assembly is sitting (April/May and November/December)
- Reduced disruptions during daytime hours of tourism season (June – September)
- Local bylaws and authorities having jurisdiction



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.

Traffic and parking/pedestrian traffic and circulation: The CM shall work closely with the Departmental Representative 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, construction hoarding area, traffic circulation, etc., for each of the separate construction sub-phases, and will have to coordinate these activities with the other ongoing and upcoming construction activities.

Limited space constraints: Site fence is tight against the structural scaffolding on the west side to allow pedestrian circulation outside the fence. There is also an outdoor theatre used by the Confederation Centre during the summer months at this location. The site is fairly small with limited laydown area and space to maneuver equipment. The north site entrance is adjacent to a major intersection and is monitored closely by the city. Most of the site traffic needs to pass through the south gates. There are tunnels on the east and west sides of the site, which limit the ability of machinery to move from the north to the south sides of the site, and vice versa.

1.3 PROJECT DELIVERY APPROACH

1.3.1 PROJECT DELIVERY OBJECTIVES AND REQUISITE

- .1 Collaborative Project Delivery.
 - .1 Aspects of CPD include:
 - .1 Integrated project delivery process as per the Project Procedures Manual (PPM) – see Definition;
 - .1 Developed in collaboration with the Project Team – see Definitions.
 - .2 Demonstration of continuous leadership to prevent unnecessary re-work, waste, cost, time and administration.
 - .2 Provide Construction Management services, CMa and CMc Required Services, throughout the project life cycle:
 - .1 Deliver project according to the Project Milestones, within approved scope, quality, budget and construction cost estimate and schedule;
 - .2 Prevent unnecessary re-work, waste, cost, time and administration;
 - .3 Services and duties listed and allocated to the CM throughout the Required Services sections, are not exhaustive and do not preclude alternative or supplementary approaches as may be suggested by the CM for consideration by the Departmental Representative and vice versa.

1.3.2 REQUIRED SERVICES APPROACH

- .1 Diagrams below depict a conventional combined CMa and CMc services condition with respective Level of Effort and Advisory and Contractor Role switchovers.
- .2 Level of effort associated with the CMa and CMc Required Services vary with the project delivery lifecycle – as depicted in Figure 1.



Figure 1 Level of Effort

- .3 Roles of CMa and CMc switch and remain interrelated over the project delivery lifecycle - as depicted in Figure 2.
 - .1 Role switch-over typically occur when the CM implements Work by Own Force or upon entering into contract with Sub-Contractors.
 - .1 All the while, continuing with CMa Required (Advisory) Services during or in between CMc Work by Own Forces or Sub-Contractor Work.

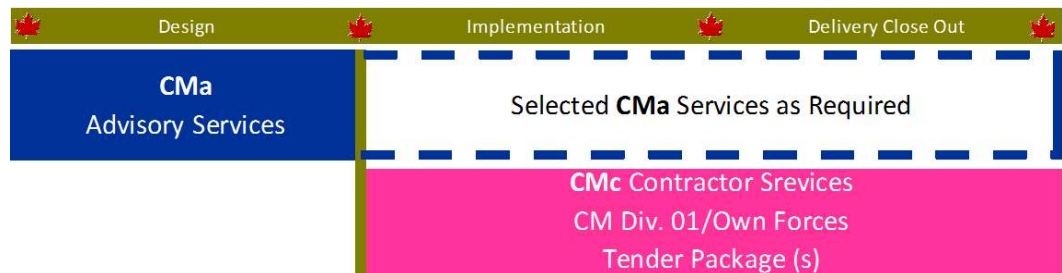


Figure 2 CMa /CMc Roles and Fees

1.3.3 DESIGN PHASE

- .1 Phase 2 Design documents will be in a format of a lump sum General Contract. The CM will not have the opportunity to work with the Design Consultant to shape the design package. The CM will need to develop scope narratives and divide drawings/specifications amongst the various trade packages based on what is provided by the Design Consultant. The CM will have an opportunity to shape design packages for Phase 3.
- .2 Design Consultant (Phase 1 & 2):
 - .1 The Crown has selected DFS Inc. Architecture and Engineering - (referred herein as the Design Consultant team) for Phase 1 and Phase 2 services including;
 - .1 Architectural, Engineering and related services.
 - .2 Notwithstanding further Phase 1 & 2 Design Consultant Contract detail – See Appendix C, the Design Consultant is to;
 - .1 Complete design and construction documentation;
 - .2 Develop Phase 2 Tender Package as though it is a lump sum general contract.
 - .3 Work with the CM on the development and delivery on-time design of related documentation;
 - .4 Provide cross discipline coordination;
- .3 Design Consultant (Phase 3):
 - .1 The Crown has issued a solicitation for Phase 3 Architectural, Engineering,



- and related services (referred herein as the Design Consultant team).
- .2 Notwithstanding further Phase 3 Design Consultant TOR detail – see Appendix D, the Design Consultant is to;
 - .1 Complete design, construction documentation and various Sub-Contractor Tender Packages/CM Own Forces Work;
 - .2 Develop CMc Sub-Contractor Tender Packages and collaborate on specifying; Division 00, Instruction to Bidders, Procurement and Contracting Requirements and Division 01, General Requirements.
 - .3 Work with the CM on the development and delivery on-time design of related documentation;
 - .4 Provide cross discipline coordination;
 - .5 Provide advice on CMa/c activities and deliverables.
 - .4 Construction Manager (CMa);
 - .1 For Phase 2, there will be a short period of time to provide CMa services due to the schedule milestones. Phase 3 will have substantial time to offer CMa services. Coordination of Phase 3 package and integration with Phase 2 is critical.
 - .2 Provide advisory and stewardship support services to the Departmental Representative and Design Consultant team;
 - .3 Conduct Quality Assurance (QA) Reviews
 - .4 Look at opportunities to crash schedule
 - .5 Coordinate between Phase 1/2 and Phase 3 design consultants
 - .6 More detail in Section 2. Required Services – CMa.

1.3.4 CONSTRUCTION/IMPLEMENTATION PHASE

- .1 Design Consultant:
 - .1 Notwithstanding further Design Consultant Contract/TOR detail, the Design Consultant is to;
 - .1 Provide tender packages in a timely manner;
 - .2 Assist Departmental Representative with contract administration of CMc's Work by Own Forces or Sub-Contractor Work;
- .2 Construction Manager (CMc):
 - .1 Enter into contract with Sub-Contractors and perform Work by Own Forces;
 - .1 Coordinate Work, provide quality assurance and ensure effective and efficient delivery of Work Results
 - .2 Turn over a fully functional and commissioned asset, complete with Submittal Documentation.

1.3.5 WORK/TENDER PACKAGES



- .1 Project will be delivered using multiple work and tender packages. The CM, in consultation with the Consultant Team and Departmental Representative, will recommend the number of tender packages required for the project.
- .2 Under the current plan, there are three main tender packages/phases as outlined below.
 1. Phase 1: Demolition, structural stabilization, hazardous material removal, select finish removal and site preparations. Construction is already underway with Quinan Construction Limited and is expected to finish December 2017. Refer to Appendix B Phase 1 contract documents for complete understanding of scope.
 2. Phase 2: Building envelope, structural interventions, and exterior reinstatement. Construction to commence January 2018 and be complete by March 2020. Refer to RS3 Design Brief and 50% design documents in Appendix E for more comprehensive understanding of scope. At a high-level, work includes, but is not limited to:
 - Site work including civil, foundations, site utilities, backfill and landscaping.
 - Dismantling of stone masonry walls and foundations on north and south elevations to the footing. Reinstatement of same with mixture of stone masonry, brick, and concrete. PSPC is considering design options that involve repair in situ of portions of these walls.
 - Repair and re-clad roof
 - Masonry cleaning
 - Under-pinning and repair of foundations on east and west elevations
 - Repair in situ of masonry wall on east and west elevations
 - Repair in situ of north and south porticos
 - Repair and reinstatement of windows, doors, and select wood elements removed in Phase 1
 - Structural interventions on interior structural walls, foundations, roof trusses and other wood elements
 - Replace basement slab
 - Reinstatement of exterior stairs and addition of ramps for accessibility
 - Reinstatement of landscaping (could be moved to Summer 2020 while Phase 3 being completed)
 - Ongoing protection of finishes and heritage elements
 - Remove Structural scaffolding and return site to pre-construction state
 3. Phase 3: Re-commissioning the building, including reinstatement of interior finishes, new building systems, universal accessibility upgrades, fire code compliance upgrades and washroom upgrades. Construction to commence



early 2019. At a high-level, work includes, but is not limited to:

- New washrooms
- New mechanical and electrical systems
- New and revised core layout including washrooms, exit stairs, elevator and core services
- Interior alterations associated with Universal Accessibility (UA) upgrades. Report attached in Appendix F.
- Fire and life safety code compliance upgrades. Draft report attached in Appendix G.
- Replacement/reinstatement of interior finishes in affected areas
- Selective interior refinishing
- Extended washroom facilities – current concepts include locations in a lowered basement or remote washroom building on Province House Grounds
- Commissioning of above items
- Remove temporary protection and services
- Turn over building for occupancy

- .3 The Prime Design Consultant for Phase 1 and Phase 2 is DFS Architecture Inc. DFS Architecture is engaged to prepare Construction and Tender Documents for Phase 2, to provide tendering assistance, and to provide site review services during construction.

PSPC is currently engaging a Design Consultant to prepare Construction and Tender Documents for Phase 3, to provide tendering assistance, and to provide site review services during construction.

The CM, in both advisory and constructor roles, is responsible for coordination between the Phase 2 and Phase 3 Consultants to ensure a comprehensive and constructible package of design documents.

The mandate of the CMc does not include performing Phase 1, and will be limited to the work as outlined in these Terms of Reference. The CMa will be expected in its advisor role to provide guidance and recommendations to the Departmental Representative regarding constructability and schedule advancement for Phase 1 work.

- .4 Additional tender packages that will be required.
- Procurement of Sandstone in advance of Phase 2. To ensure pricing is transparent and supply of sandstone from quarry does not delay schedule.

1.4 SUMMARY OF PERSONNEL AND QUALIFICATIONS



1.4.1 GENERAL

Provide a Construction Management Team consisting of:

- .1 Advisory and Support Services;
 - .1 Project Manager,
 - .2 Senior Construction Manager/Constructability Specialist,
 - .3 Risk Management Specialist,
 - .4 Scheduler,
 - .5 Budgeting and Cost Estimating Specialist,
 - .6 Commissioning Process Manager.
- .2 General Contractor Services;
 - .1 Construction Project Manager,
 - .2 Construction Site Superintendent,
 - .3 Project Coordinator/Field Engineer,
 - .4 Scheduler,
 - .5 Cost Estimator.
- .3 Continuity of key personnel and expertise working in a dedicated team for the project life is required.
- .4 Report directly to the PWGSC Departmental Representative.

1.5 PROJECT SCHEDULE

1.5.1 GENERAL

- .1 Prepare a Project Schedule, in accordance with the milestone list.

1.5.2 ANTICIPATED MILESTONE DATES

ITEM	DELIVERABLES	MILESTONE DATE
1.0	Award of CM Contract	September 29, 2017
2.0	Phase 2 Issue Tender Package	November 2017
3.0	Phase 2 Tender Package (evaluation / award)	December 2017
4.0	Phase 3 Tender Package (evaluation / award)	January 2019
5.0	Phase 2 Construction Start	January 2018
6.0	Phase 3 Construction Start	January 2019
7.0	Phase 2 Construction Complete	March 2020
8.0	Substantial Completion of Construction	October 2020
9.0	Completion of Commissioning, Final Inspection and Acceptance	November 2020
10.0	Post construction Warranty	November 2021

1.6 PROJECT BUDGET

1.6.1 ESTIMATED CONSTRUCTION COSTS



- .1 The total Estimated Construction Cost for the project is \$21,500,000.00:
 - .1 The construction cost estimates do not include Administration costs; Project Management fees; Design Consultant or CM fees; Risk Allowance or HST.
 - .2 Estimated Construction Cost is in 'Budget-Year (Current)' dollars and it includes General Contractor Services and an allowance for escalation and contingencies.
 - .3 Crown will not accept scope creep or cost escalation of selected Proponent's proposal, except in the limited situations as stipulated in the terms of the contract.

1.7 EXISTING DOCUMENTATION

1.7.1 DISCLAIMER

- .1 Reference information will be available in the language in which it is written.

1.7.2 DOCUMENTS AVAILABLE TO THE SUCCESSFUL PROPONENT IN ENGLISH ONLY

Copies of all pertinent documentation will be made available to the CM. Some information is included in TOR Appendices.

- .1 Phase 1 contract documents
- .2 Phase 2 Consultant Team design reports including:
 - .1 RS3 Design Report;
 - .2 50% Design Drawings.
- .3 Phase 1 & 2 consultant contract
- .4 Phase 3 consultant solicitation
- .5 Hazardous Materials Report.
- .6 Environmental Identification Plan.
- .7 Geotechnical Report.
- .8 Building assessment report.
- .9 Preliminary Universal Accessibility Report.
- .10 Preliminary Phase 3 Fire Code Compliance Report.

1.8 CODES, ACTS, STANDARDS, GUIDELINES AND REGULATIONS

1.8.1 GENERAL

- .1 At the CM start-up meeting the Departmental Representative will confirm required Codes, Acts, Standards and Regulations unique to Federal Government projects.
 - .1 Baring copyrights, and if not available through public media or purchase, copies of applicable Code, Acts, Standards and Regulations will be provided by the Departmental Representative.
- .2 The Authorities Having Jurisdiction (AHJ) on this project are:
 - .1 The Municipality of Charlottetown, PE;
 - .2 Treasury Board of Canada, accessed through the Department Representative;
 - .3 Province of Prince Edward Island



- .3 Identify, analyze and manage the construction of the project in accordance with the requirements of all AHJs and all applicable Codes, Acts, Standards and Guidelines and Legislation.
 - .1 The applicability of various Codes, Acts, Standards and Guidelines arise out of direct and indirect application to Federal buildings, such as the Canada Labour Code.

1.8.2 HERITAGE GUIDELINES

PWGSC expects the CM to maintain a high level of understanding and sensitivity to the protection of the heritage value of the Province House 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, universal accessibility, and abatement of hazardous materials.



2. REQUIRED SERVICES - CMa

2.1 GENERAL REQUIREMENTS

2.1.1 GENERAL

- .1 As CMa provide the Departmental Representative, Design Consultant team and project stake holders the advisory support services of this Section throughout the project lifecycle and the respective deliverables associated with the Project Milestones to achieve a Collaborative Project Delivery (CPD) – see Definitions.
 - .1 See Figure 2, CMa and CMc Roles, for interrelated CMa Services during Implementation/Construction and Delivery Closeout project phases.
 - .2 Regarding Project Milestones, for further detail refer to GP&S document, section 2 Project Administration, article Project Management.
- .2 In consultation with the Departmental Representative develop and maintain an integrated process, lines of communication and reporting between all members of the project delivery team and stakeholders.

2.1.2 SUMMARY OF SERVICES

- .1 CMa, Advisory Support Services include:
 - .1 Project Oversight Services;
 - .2 Cost Management Services;
 - .3 Schedule Management Services;
 - .4 Risk Management Services;
 - .5 Commissioning Services;
- .2 CMc, construction, see Section 3, Required Services - CMc.

2.2 PROJECT OVERSIGHT SERVICES

2.2.1 GENERAL

- .1 Throughout the project life cycle (and respective Project Milestones) provide general oversight and project management Services and deliverables.
 - .1 Oversight service is to secure confidence that the design and construction quality management system is effective and efficient to ensure a quality project delivery.
- .2 In collaboration with PWGSC and the Design Consultant, develop, implement and up-date the Project Procedure Manual (PPM) – see Definitions.
 - .1 Conduct progress of the PPM and the respective Sections; and
 - .2 Collaborate on amendments as may be required.
- .3 Provide, as part of the Work and without being limited to Scope and Activities listing below, all required Oversight Services to meet or exceed the Project requirements and expectations.
- .4 Notwithstanding the Design Consultant's requirement to submit minutes and reports, document and submit to the Departmental Representative commentaries, minutes and reports resulting from CM activities associated with:
 - .1 Approvals and acceptances;
 - .2 Supportive and leadership roles throughout the project life cycle.



2.2.2 SCOPE AND ACTIVITIES

- .1 Plan, develop, and cover costs of a professionally facilitated Partnering Workshop within 30 days after contract award. Attendees to include the CM team, representatives from PWGSC, Parks Canada Agency, Phase 2 Design Consultant team, and the Phase 3 Design Consultant team.
- .2 Lead PPM development, production and monitoring.
 - .1 As part of the QC Plan, assess and mutually amend the PPM throughout the project lifecycle.
- .3 During the provision of Oversight Services consider as progressive PPM assessment for amendment purposes, aspects inherent in the PPM Sections, such as:
 - .1 Governance;
 - .1 Relevant policies, legislation, standards, agency requirements
Subcontractor/Own Forces approvals.
 - .2 Risk Management;
 - .1 Financial and non-financial risks and impact; and
 - .2 Risk assessment methodologies and management.
 - .3 Planning;
 - .1 Process to identify requirements and performance;
 - .2 Analysis of delivery method options and business case development;
 - .4 Procurement;
 - .1 Open, fair and competitive solicitation;
 - .2 Procurement selection options;
 - .3 Timely tender deliverables; and
 - .4 Tendering processes, evaluation and award practices.
 - .5 Contract Management;
 - .1 Contract types and document preparation;
 - .2 Insurance and performance bonds;
 - .3 Building Code Schedules of Professional Involvement;
 - .4 Progress claims, billing and payments;
 - .5 Use of contract amendments and change orders; and
 - .6 Legal considerations and claims prevention.
 - .6 Budget and Cost Management;
 - .1 Management mechanisms; and
 - .2 Estimates at various project lifecycle project milestones.
 - .7 Monitoring and Reporting;
 - .1 Routine standards;
 - .2 Approval standards (review authority – Acceptance responsibility); and
 - .3 Reporting requirements such as financial, performance and risk based.
 - .8 Project Evaluation;
 - .1 Project performance related to design and construction;
 - .2 Sub-Contractor/Own Forces evaluations;
 - .3 Project Close Out submittals; and
 - .4 Long term asset performance.



- .4 Analyze and become familiar with all the Project background documents and reports.
- .5 Review site conditions, with respect to technical and implementation issues affecting this project
- .6 Obtain Departmental Representative sign-off on all original and updated documentation.
- .7 Attend project progress and evaluation workshops.
 - .1 Provide QA Review commentary.
- .8 Review Design Consultant milestone Deliverables.
 - .1 Provide QA Review commentary.
- .9 Develop, review and update the anticipated project tender package program:
 - .1 Determine appropriate construction Tender Packages; and
 - .2 Develop and update a list of recommended sub- contractors.
- .10 Prepare Master formats and supporting breakdown formats associated with; Cost Management, Schedule Management, Risk Management, Quality Management, Commissioning, Construction, Delivery Closeout and Issues/Resolutions Logs (including Cx I/R Log).
- .11 Provide Project Monitoring and Reporting as identified in the General Procedures and Standards (GP&S) document – Project Monitoring and Reporting section.
 - .1 Refer to GP&S; Project Monitoring and Reporting and Monthly Quarterly Reporting sections for further detail.
- .12 Assist in providing liaison and coordination with Government Authorities for various reviews and approvals.
- .13 Advice on construction related matters for the Departmental Representative, the User Department, the Design Consultant team and members of the CM's Project Delivery Team.
- .14 Mitigate potential conflict and overlap, with respect to:
 - .1 The design services performed by the Design Consultant teams; and
 - .2 The Work to be performed by the various Subcontractors.
- .15 Develop procurement strategies and construction implementation phasing.
- .16 Determine the potential impact to the Project of applicable labour conditions and availability of materials.
- .17 Obtain and administer project warrantees and manufacturer's guarantees.
- .18 Provide advice on methods of construction as may be required from time to time by the Design Consultant team;

2.2.3 DELIVERABLES

- .1 Project Procedures Manual (PPM) including all progressive updates associated with:
 - .1 Project Execution Plan;
 - .2 Project Management Plan;
 - .3 Quality Management Plan; and
 - .4 Risk Management Program.
- .2 Quality Assurance Reviews, including:



- .1 Commentaries, minutes and reports.
- .3 Permits, fees paid and agency sign-offs.
- .4 Tender Package program including:
 - .1 Market conditions commentary;
 - .2 Phasing opportunities;
 - .3 Tender Package listing;
 - .4 Sub-Contractor listing.
- .5 Master formats for schedules, plans and programs.
- .6 Monitoring and Reporting.
- .7 Constructions Schedule, including:
 - .1 Procurement strategies and implementation plan.
- .8 Project Monitoring and Reporting:
 - .1 Monthly and Quarterly Reports.
- .9 Compiled Warranties and Guarantees.
- .10 Phasing and procurement strategies.
- .11 Project Closeout Deliverables.

2.3 COST MANAGEMENT SERVICES

2.3.1 GENERAL

- .1 Throughout the project life cycle and respective Project Milestones, including all design submissions, provide Cost Management Services and Deliverables.
 - .1 The Departmental Representative manages all funding for the Project including budgeting, expenditures and Progress Payment approvals.
 - .2 Refer to the GP&S and Definitions documents for further detail regarding project applicable Cost Management and Reporting Service requirements.
- .2 Lead, produce and update the Master Cost Plan and Cash Flows encompassing the entire project life cycle. – see Definitions.
 - .1 Based on CM comparative Construction Cost Estimates provide QA Reviews, complete with CM supporting data, of costing data as may be submitted by the Design Consultant and or stakeholders.
 - .2 Participate in reconciling Design Consultant estimates with the Project Budget.
- .3 Prepare independent and iterative project Construction Cost Estimates;
 - .1 Intent of CM Construction Cost Estimates to provide supports to CM QA Reviews of Design Consultant's and other stakeholder cost submissions.
 - .1 Refer to Definitions Document regarding Estimates and GP&S Document Cost Management detail.

2.3.2 SCOPE AND ACTIVITIES

- .1 Develop and submit for review within 14 calendar days of award of contract a design and construction Master Cost Plan and Cash Flows, made ready for Monthly and Quarterly Reporting.
- .2 Collaborate with the Design Consultant in giving consideration to the Design



Consultant's and CM's project specific costs and estimates to be rolled up and coordinate in the CM's Master.

- .3 Revise and refine the Master Cost Plan and Cash Flows throughout the project life cycle, complete with narrative:
 - .1 Advise of deviations and seek and report on authorization as per the Departmental Representatives change process;
 - .2 Monitor Project costs and expenditures against the Estimated Construction Cost limits and identify respective estimates variances;
 - .1 Notify Departmental Representative of a cost estimate potential to exceed the Estimated Construction Cost limit,
 - .1 Provide recommendations for remedial action.
 - .3 With each Sub-Contract tender and Own Forces construction contract award, revise the schedule-based cash-flow to reflect the changes emanating and resulting from each award.
- .4 Attend Workshops, advise, make recommendations and submit QA Reviews and Workshop Reports related to cost estimate planning associated with aspects such as:
 - .1 Construction feasibility, availability of materials and labour time requirements for installation and construction and third party contract amendments and Change Orders;
 - .2 Systems, assemblies, equipment, materials and specialty labour;
 - .3 Alternate materials, construction techniques and installation methods;
 - .4 Current pricing levels and trends in associated activities relating to the project;
 - .5 Selection, availability and pricing of goods and services;
 - .6 Insurance and bonding requirements;
 - .7 Value Analysis/Engineering (VE/A);
 - .8 Life Cycle Costing (LCC);
 - .9 Construction Schedule acceleration opportunities; and
 - .10 Commissioning (Cx)
- .5 Track and log project costs and earned value - relative performance to project progress throughout the project life cycle.
- .6 Develop Budgets for each Sub-Contractor Tender Package and Own Forces Work Package as soon as major project requirements have been identified accompanied by respective elemental Construction Cost Estimate(s).
- .7 Update and submit monthly, or as agreed with the Departmental Representative. Reports shall be submitted within 14 days of month-end.
- .8 Visit the Work as required throughout the course of Contract be knowledgeable and familiar with aspects such as, site conditions, site access and on-site progress:
 - .1 Submit site visit report.
- .9 Analysis of all change order cost estimates submitted by the Design Consultant and Work Package Contractors.
- .10 Address all costs in Federal Fiscal Year (FY) format (April 01 to March 31 of the



following year).

2.3.3 DELIVERABLES

- .1 QA Reviews of Design Consultant's Cost Estimates and Plans.
- .2 Site visit Repot(s).
- .3 Workshop Reports.
- .4 Master Cost Plan and Cash Flows
- .5 Cost Estimates planning documentation.
- .6 Interim project milestones Construction Cost Estimate(s) and Budget.
- .7 Master Cost Plan Reports.
- .8 Project Cost/Earned Value Logs.
- .9 Tender Package and Work by Own Forces estimates.

2.4 SCHEDULE MANAGEMENT SERVICES

2.4.1 GENERAL

- .1 Throughout the project life cycle and respective Project Milestones provide Schedule Management Services and Deliverables.
 - .1 Refer to the GP&S and Definition documents for further detail regarding project applicable Schedule Management Service requirements.
- .2 Lead, produce and update the Master Schedule encompassing the entire project life cycle. – see Definitions.
 - .1 Based on CM comparative Master Schedule provide QA Reviews, complete with CM supporting data of schedule data as may be submitted by other Project Team members and or stakeholders.

2.4.2 SCOPE AND ACTIVITIES

- .1 Develop and submit for review, within 14 calendar days of award of contract, a design and construction a Master Schedule made ready for Bi-weekly and Quarterly Reporting.
 - .1 Collaborate with the Design Consultant in giving consideration to the Design Consultant's and CM's project specific schedules to be rolled up and coordinate in the CM's Master Schedule.
- .2 Revise and refine the Master Schedule throughout the project life cycle:
 - .1 Advise of deviations and seek and report on authorization as per the Departmental Representatives change process;
 - .2 Up-date schedule component Project Execution Plan complete with narrative addressing variances and corresponding impacts.
- .3 Monitor Project schedule against the Departmental Representative estimated milestone deliverable dates and identify respective variances:
 - .1 Notify Departmental Representative of a potential for any Deliverables to exceed a milestone date;
 - .2 Submit to Departmental Representative for review;
 - .1 Recommendations for remedial action,.
 - .2 Impact of delay, reasons for delay and proposed actions.
- .4 Advise, make recommendations and submit documentation related to:



- .1 Procurement strategies for equipment or materials to be pre-ordered to meet the Master Schedule; and
 - .2 Means to avoid disruption to the facility operations during construction.
- .5 In event of schedule changes indicate the impact and the reasons for such changes and submit proposed amendments to the Departmental Representative for review and acceptance.
- .6 Update and submit schedule bi-weekly, or as agreed with the Departmental Representative.

2.4.3 DELIVERABLES

- .1 QA Reviews of Design Consultant's Schedule Data and Plans.
- .2 CM Project Execution Schedule and narrative.
- .3 Master Project Schedule and narrative.
- .4 Monthly/Quarterly Master Schedule Reports.

2.5 RISK MANAGEMENT SERVICES

2.5.1 GENERAL

- .1 Throughout the project life cycle and respective Project Milestones provide Risk Management Services and Deliverables.
 - .1 Refer to Definitions Document for further Risk Management Program detail.
- .2 The Departmental Representative, as part of the PWGSC National Project Management system (NPMS) risk management strategy, prepares and is responsible for the project specific Risk Management Plan and Risk Register Profile and Response Plans.
 - .1 Refer to the GP&S and Definition documents for general information regarding project applicable Risk Management Service requirements.

2.5.2 SCOPE AND SERVICES

- .1 Collaborate on the planning of the Risk Management Program, review, provide documented commentary and advise the Departmental Representative (D/R) on the D/R Risk Management Plan.
 - .1 Track mitigation actions and results and compile a monthly report.
- .2 Advise on risks and recommend mitigation options.
- .3 Advise on issues of risk that integrate project planning with procurement planning and construction.
- .4 Identify and implement methodologies aimed at mitigating and minimizing the impact of construction activities on occupants and user department operations during construction.
- .5 Implement a claims avoidance program.
- .6 Twice annually, participate in Risk Management Workshop sessions by the Departmental Representative (D/R) as Lead.
 - .1 Provide documented comment on the D/R Project Risk Management Plan and the Risk Register, including all revisions.

2.5.3 DELIVERABLES



- .1 Commentary on the D/R Project Risk Management Plan and the Risk Register.
- .2 Risk Management planning documentation.
- .3 QA Reviews and advisory documentation.
- .4 Monthly Risk Management Report.
- .5 Risk Management Program.
 - .1 Quality Management (QM) Services

2.6 QUALITY MANAGEMENT SERVICES

2.6.1 GENERAL

- .1 Throughout the project life cycle and respective Project Milestones provide Quality Management Services and Deliverables.
- .2 Integral to the Project Procedures Manual develop and implement the Quality Management Plan (QMP) including the interrelated processes; QP, QA, and QC.
 - .1 Refer to Definitions Document for further QMP detail.

2.6.2 SCOPE AND SERVICES

- .1 Conduct progress of the QMP.
 - .1 Collaborate on amendments as may be required.
- .2 Conduct Quality Assurance Reviews including participation in reviews of the systems, components, construction tools and techniques of the proposed design and construction.
 - .1 Develop a QA summary Risk Assessment matrix:
 - .1 Risk on Quality and Likelihood;
 - .2 Corresponding level of required mitigation;
 - .3 Establish Sub-Contractor/Own Forces quality and performance requirements and performance monitoring, including quality of deliverables, adherence to schedules and costs include;
 - .1 Industry standard practices,
 - .2 Professional conduct.
- .3 Participate in workshops:
 - .1 The Design Consultant Team shall facilitate workshops throughout the design process;
 - .2 Attend workshops to provide advice on various options being considered by the Consultant, including;
 - .1 Selection of materials, building systems and equipment,
 - .2 Constructability of the design and details contained in the contract documents,
 - .3 Costing, pricing and bid suitability,
 - .4 Scheduling the Work and Deliverables,
 - .5 Coordination between all design disciplines.
- .4 Attend Design Consultant facilitated Construction Documentation progress review meetings.
- .5 Review and assist the Design Consultant with the development of construction drawings and specifications for each tender package at various stages acceptable to the Departmental representative.
 - .1 As part of QA Plan; conduct technical QA Reviews during Design,



Documentation, Implementation/Construction and Delivery Closeout include:

- .1 Issues tracking through the Issues/Resolutions Log;
- .2 Project Milestone reviews including Schematic Design and Design Development Reports;
- .3 Construction Documentation reviews at milestones associated with each Tender/Work Package;
- .4 Each Tender Package specific Division 00 and 01;
- .5 Request for Information, Construction, Contemplated Change Notices/Change Orders.
- .6 Compile a Monthly Report by tracking quality management actions and results including:
 - .1 Review and assessment of;
 - .1 Strategy effectiveness and metrics progress and appropriateness associated with the 4 Sections of the Project Procedures Manual (PPM);
 - .1 Project Execution Plan;
 - .2 Project Management Plan;
 - .3 Quality Management Plan; and
 - .4 Risk Management Program.
 - .2 Project Deliverables verification of;
 - .1 Acceptable quality;
 - .2 Delivery on agreed upon schedule and cost including scope and detail appropriate to the respective current phase.
- .7 Compile a Post Implementation Report validating if:
 - .1 Project metrics and success criteria are met to realize the intended value;
 - .2 Investment and technical objective are met based on scope and acceptance criteria.

2.6.3 DELIVERABLES

- .1 Updated Project Procedures Manual including the Quality Management Plan (QMP);
- .2 QA Reviews - various.
- .3 Information data and narrative submission for Design Consultant project Issues/Resolutions Log.
- .4 Quarterly, QMP-Report:
 - .1 QMP Progress and Impact;
 - .2 QM current status, planned/actual actions and results.
- .5 Post Implementation Report
 - .1 Project delivery having had reasonably met investment and technical requirements for the project in respect to schedule, cost, scope, functionality, utility, security, claims avoidance and other relevant quality standards.

2.7 COMMISSIONING (Cx) MANAGEMENT SERVICES

2.7.1 GENERAL

- .1 Throughout the project life cycle and respective Project Milestones provide Cx



advisory and management Services and Deliverables.

- .1 Refer to the CM GP&S document.
- .2 Cx Management primary objective is to lead the preparation, implementation and submission of the Cx Manual, integral to which, notwithstanding the CX Manual Definition, is the production and implementation of a Cx Plan, a component of the Manual, specifying Cx requirements including, but not limited to, descriptions of:
 - .1 Commissioning process, including;
 - .1 Building/Facility; and
 - .2 Site Services
 - .2 Resources required to complete commissioning;
 - .3 Responsibilities of the Commissioning Team;
 - .4 Sequence and integration of commissioning activities;
 - .5 Provision of supporting documentation for review, acceptance and Close Out.
- .3 Consider the Services as an extension of Quality Management Services such that as part of an iterative Collaborative Project Delivery process provide:
 - .1 Deliverables for Project Team QA Reviews;
 - .2 QA Reviews of deliverables from other Project Team members such as the Design Consultant;
 - .3 Throughout the project life cycle, Cx Deliverables, updated for each Project Milestone with respective relevancy and increasing detail, accuracy and completion.
- .4 Maintain and update Cx Issues/Resolution Log.
- .5 During Design and Construction Documentation Cx QA Reviews and third party input the Design Consultant remains professionally accountable for the project performance and all related final decisions.
 - .1 Collaborate with Design Consultant to provide Cx Process related input during the development of the Owner Project Requirements (OPR).
- .6 During Implementation/Construction and Delivery Close Out and Cx QA activates ensure, verify and document that the facility and all the systems and assemblies are planned, designed, installed, tested, operated and maintained to meet the OPR as a fully functional and integrated facility.
- .7 Carry out, unless noted otherwise, a total integrated building commissioning service on the basis of CSA Z320-11, Canadian Standards Association, Building Commissioning Standard and Check Sheets.

2.7.2 SCOPE AND SERVICES

- .1 Lead and prepare a Commissioning Responsibility Assignment Matrix similar to Table 1, CSA Z320-11.
 - .1 Adapt referenced Table 1 to be consistent with the respective disciplinary service category contractual and professional requirements / obligations.
 - .2 Collaborate with the Departmental Representative and Design Consultant to assemble and lead the Commissioning (Cx) Team – refer to Definitions for further detail regarding Cx Team.



- .2 Lead and prepare a Commissioning Record Checklist – see Definitions
 - .1 Outline deliverables to be assembled and updated over the course of the Design, Construction and Delivery Close Out.
- .3 Lead and prepare a Commissioning Plan including all testing forms for commissioning of all operating or static building components, systems and integrated systems at the appropriate phases of construction, so as to ensure coordinated, effective and efficient building operation (in conformance with the Commissioning Process).
- .4 During Construction Documentation (CD) the Design Consultant provides the project specifications, Cx specifications, and Cx Forms:
 - .1 Considering requirement for Professional accountability for the Design and Construction Documentation and Project Delivery the Design Consultant must sign-off on the Cx Specifications Plan(s) and Forms;
 - .2 Participate in regularly scheduled bi-weekly design meetings via teleconference, web conferencing or in person as required;
 - .3 Conduct Construction Documentation QA Review at submission milestones and Pre-Tender;
 - .4 Facilitate integrated controls meetings with the Design Consultant team to ensure;
 - .1 Sequences of operations are compatible;
 - .2 Information on labelling protocols, maintenance data requirements and protocols are relayed to Sub-Contractors and Own Forces; and
 - .3 Responsibilities for associated work are specified.
- .5 During Tender period:
 - .1 Participate in developing addenda as may be required.
 - .2 Update and co-ordinate with Design Consultant the Cx Plan and Specifications resulting from addenda.
- .6 During Implementation/Construction:
 - .1 Confirm that sub-contractors' Work is sufficiently complete to warrant scheduling inspections and testing;
 - .2 Ensure that all test results, documents, manuals and other Close Out Submittals are provided by Sub-Contractors and Own Forces as per CM/PWGSC Division 01 and CM/Sub-Contractor Work Package specific Division 01;
 - .3 Monitor the Cx Team review process, and report to the Departmental Representative on the progress of the Cx effort;
 - .4 Direct Sub-Contractors/Own Forces to complete, repair, adjust or rebuild portions of the Work that do not meet the verification standards including monitoring deficiencies and ensure they are corrected;
 - .5 Ensure testing and Cx of equipment is witnessed and inspected by the Design Consultant and the required authorities;
 - .6 Undertake actions required to close-out Sub-Contractor and Own Forces contracts including final warranty reviews and contract close-outs;



- .7 Verify product labeling is correct;
- .8 Confirm, CM/PWGSC Division 01 Cx Report Submittal is complete;
 - .1 Where specified performance cannot be achieved, the Cx Team shall document the results in the Cx Report.
- .9 Provide Final Cx Manual;
- .7 Throughout the Project Milestones, for Design Consultant Deliverables, provide:
 - .1 Cx related Support and QA Reviews including, documentation updates, workshop participation and related reports associated with the iterative process of delivering;
 - .2 Input to Project Issue/Resolution Log.
- .8 Prepare, maintain and provide at each Project Milestone updated documentation as per Deliverables below.

2.7.3 DELIVERABLES

- .1 Commissioning Record Checklist.
- .2 OPR/BOD QA Reviews.
- .3 Design and Construction Documentation Milestone Deliverables QA Reviews.
- .4 Project Issues/Resolutions Log Reviews.
- .5 Cx Manual including, iterative, Interim/Substantial Performance and Final.
- .6 CX Reports including, iterative, Interim/Substantial Performance and Final.
- .7 Cx Issues/Resolution Log.
- .8 Cx Cost Breakouts.
- .9 Cx Risk Assessment and Matrix.
- .10 Cx Progress Report –refer to GP&S Document, Cx Plan Progress Report.
- .11 Cx Responsibility Assignment Matrix.
- .12 Cx Specifications Sections including:
 - .1 Cx Plan;
 - .2 Pre-Functional; Static Verification and Start-Up and Functional Performance Testing Forms and Checklists.
- .13 Cx Meeting Minutes/Site Reports.
- .14 Cx Submittal Review Comments.
- .15 O&M and Systems Manuals including iterative, Interim/Substantial Performance and Final.
- .16 Building Operations and Maintenance (Delivery Closeout) Review.
- .17 Cx Tender Addenda.

2.8 CMA TENDERING SERVICES

2.8.1 GENERAL

- .1 While the delivery of Construction Management Services Contract for the Project is between the Department Representative and the Construction Manager (CM), it is understood that the CM will deliver Construction services called for in the Terms of Reference (TOR) through CM Sub-Contractors and CM Own Forces.
 - .1 CM's Own Forces shall only be permitted for individual work package coordination activities less than \$25,000 value with the specific approval of the Departmental Representative where there is fair



- value to Canada.
- .2 The work eligible to be undertaken by the CM's Own Forces, pending advance Departmental Representative approval and where there is fair value to Canada, will be limited to the following:
 - .1 General labour associated with select cleaning and construction site maintenance;
 - .2 General carpentry;
 - .3 Traffic control flagging.
- .2 Ensure selection processes used by the CM to retain Sub-Contractors are fair, open and transparent and that all qualified subcontractors have the opportunity to be considered for the Construction Work.
 - .1 Consider at the minimum three to five bidders.
 - .1 In the event that fewer than three bids are received on any tender package, PWGSC reserves the right to require the CM to re-tender the respective tender package, unless prior acceptance has been issued by the Departmental Representative.
 - .2 Coordinate trade definitions with the Construction Association Bid Depository, unless specified.
 - .3 Publicly advertise to industry acceptable methods.
- .3 Review tendering and contracting method with the Departmental Representative and Design Consultant to select the most appropriate procurement method to achieve value for money.
 - .1 Ensure a proposed subcontractor trade is essential to the delivery of the Work result and are pre-qualified prior to being invited to submit tenders.
 - .2 To ensure consistent contract obligations, use PWGSC Contract Documents, General Conditions, and Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada for Subcontracts.
 - .1 Ensure the Crown/PWGSC/Departmental Representative or Design Consultant are not a contract entity or a third party or inferred agent.
 - .1 The only subcontract designated entities will be the CM and the Sub-Contractor.
 - .2 Required Departmental Representative or Design Consultant contract interface is to be by means of the CM.
- .4 Provide Departmental Representative with:
 - .1 Sub-Contractor pre-qualification standards of practice and process;
 - .1 Sub-Contractors not at arm's length to CM will be ineligible to submit bids.
 - .2 Advance copies of CM trade Subcontractors contracts;
 - .1 Include copy of intended contract in Division 00.
 - .3 Include Division 00, Instruction to Bidders, and Division 01, General Requirements and all Bidders' Submission Requirements and Bid Submission Forms;
 - .1 As part of the Bid Submission Form requirements include;



- .1 Construction cost price breakdown table as agreed upon Departmental Representative and Design Consultant; and
- .2 Listing of all Addenda.
- .4 Dispute resolution, initiation of subcontract amendments and payments Contract articles.

2.8.2 SCOPE AND SERVICES

- .1 For Work other than Work by Own Forces, tender for trade Subcontractors and enter into sub-contract agreements compliant with industry recommended practices and PWGSC contract administration practices.
 - .1 Departmental Representative will provide a copy of the PWGSC procurement and contract administration practices.
- .2 Support Design Consultant Lead on the development of CMc Sub-Contractor Construction Tender Packages.
 - .1 Phase 2 Design documents will be in a format of a lump sum General Contract. The CM will not have the opportunity to work with the Design Consultant to shape the design package. The CM will need to develop scope narratives and divide drawings/specifications amongst the various trade packages based on what is provided by the Design Consultant. The CM will have an opportunity to shape design packages for Phase 3.
 - .2 Collaborate on specifying Sub-Contractor tender specific packages including:
 - .1 CM to provide Division 00, Instruction to Bidders, Procurement and Contracting Requirements;
 - .1 Specify that requests for information regarding Bid Solicitation be submitted in writing to the CM at least 10 calendar days before Tender Closing,
 - .2 Division 01, General Requirements;
 - .1 Specify those facilities and services being provided to Sub-Contractor(s).
- .3 Develop the list of specific phased Work Tender Packages with the Departmental Representative and Design Consultant.
 - .1 Review all tender packages for long delivery items which may warrant pre-ordering/tender.
 - .1 Items shall be specified by the Consultant complete with documentation, ready for, pre-order/tender by CMa.
 - .2 Propose Tender time periods for review.
 - .1 Base Tender time periods on cost, complexity/risk and market and labour conditions.
 - .3 Provide a scope narrative for all Tender Packages.
 - .1 Avoid gaps or conflicts between Tender Packages, the Work of the CM's Own Forces and between the Works of the CM's trades Subcontractors. Gaps left by the CM may result in additional tender packages or re-tendering.
- .4 Lead the, tender and related cost of tendering, tender closing, bid analysis bids and award recommendation submission to Departmental Representative prior to any subcontract award.
 - .1 During Tender collaborate with the Design Consultant on:



- .1 Pre-tender site visits and documented question/answers responses; and
- .2 Addenda development;
 - .1 Prepare and issue addenda, in writing, no oral information no later than 7 calendar days before Tender Closing.
- .2 Pre-Ordered equipment or other items.
 - .1 Review all tender packages for long delivery items which may warrant pre-ordering; and
 - .2 All pre-ordered equipment or items shall be specified by the Design Consultant.
- .5 Receive and open Tenders at the agreed upon location in the presence of the Departmental Representative.
 - .1 Prepare a bid analysis.
 - .1 Recommend alternate strategies, in the event that the low bid exceeds the accepted Construction Cost Estimate (Class 'A' level) by more than 5%.
 - .2 Re-tender if:
 - .1 No satisfactory reduction can be negotiated with the low bidder; or
 - .2 If the desired price reduction entails significant changes in the scope of work or the character of the design.
- .6 Re-tendering.
 - .1 Collaborate with Design Consultant and Departmental Representative Tender Package revisions, substantiated by an Estimated Construction Cost.
 - .2 Re-issue the package for tender.
- .7 Prepare Tender Package summary.
 - .1 Prepare a Tender Package summary and contract award recommendation including:
 - .1 Copy of Bids received, complete with time stamp verification;
 - .2 Witnessed record of the bid opening;
 - .3 Names of all Subcontractors invited and those whom have submitted bids;
 - .4 Tender submission summary including respective bid construction cost amount breakdowns and totals, verification of bid security (if applicable) and addenda listing (as per Bid Submission Form) provided with the bid, information on any tender qualifications or disqualifications; and identification of bidder recommended for contract award;
 - .5 Addenda Records;
 - .6 Question and Answer (Q&A) Records; and
 - .7 Contract award recommendation;
 - .1 Provide justification for no award.
- .8 Notify in writing Sub-Contractors who are unsuccessful.
- .9 Confirm readiness as CMc to enter into contracts with qualified Sub-Contractors who submit the lowest-priced compliant tenders.
 - .1 Obtain Departmental Representative approval of the procurement process and the contract award recommendation.
 - .1 Proceed with the preparation of sub-contracts for execution between the CM and Sub-Contractor as the counteract entities.



.10 Information Technology (IT):

- .1 Based on Design Consultant design drawings and specifications and Delivery Plan; PWGSC, by way of Shared Service Canada will facilitate, provide and install, IT (cabling, voice, and data) for a portion of the building to suit Parks Canada requirements.
- .2 Based on Design Consultant design drawings and specifications and Delivery Plan; the CMc will subcontract IT (cabling, voice, and data) for a portion of the building to suit the Province of PEI requirements.

2.8.3 DELIVERABLES

- .1 Meeting Minutes.
- .2 Consultation/Review Reports.
- .3 Sub-Contractor Pre-Qualification Methodology.
- .4 Sub-Contractor Listings.
- .5 Tender Package(s), complete with respective;
 - .1 Narratives;
 - .2 Division 00;
 - .3 Division 01;
 - .4 Bidder Cost Breakdown Tables;
 - .5 Proposed form of contract; and
 - .6 Dispute Resolution
- .6 Tender Package Work Estimate(s).
- .7 Bid Analysis and Process Format Document.
- .8 Bid Submissions and Opening Records.
- .9 Tender Summary, Bid Analysis and Recommendation.
- .10 Sub-Contractor contracts.
- .11 Detailed schedules and delivery plans.
- .12 Monthly Reports:
 - .1 Planning Progress; and
 - .2 Deliverable to date.



3. REQUIRED SERVICES - CMc

3.1 GENERAL REQUIREMENTS

3.1.1 GENERAL

- .1 Provide General Construction and related Contract Administration Services.
- .2 Throughout the Construction / Implementation and Delivery Close-Out Phases fulfill the obligations as "General Contractor" (CMc) responsible for Own Forces, Sub-Contractors, suppliers and any maintenance or operational requirements.
 - .1 Ensure CMA Required Services are provided concurrently with the CMc Required Services as required.
- .3 In consultation the Departmental Representative and Design Consultant develop and maintain a partnership, lines of communication and reporting between all members of the project delivery team and stakeholders throughout the project life cycle;
 - .1 Update the Project Procedures Manual (PPM) – see Definitions Document for further PPM related Sections detail.

3.1.2 SUMMARY OF SERVICES

- .1 CMc, Construction Support Services for this project include as follows:
 - .1 Cost Management Services;
 - .2 Schedule Control Services;
 - .3 Risk Control Services;
 - .4 Quality Management Services;
 - .5 Commissioning Services;
 - .6 CM General Contractor Services.

3.2 CMc GENERAL CONTRACTOR SERVICES

3.2.1 GENERAL

- .1 Perform all the duties of a Construction/Implementation and Delivery Close-Out General Contractor.
- .2 Manage the Work of the CM's Own Forces and trades Subcontractors and ensure that the Work is carried out in accordance with the requirements of;
 - .1 General Conditions (GCs) and Supplementary Conditions (SCs) of the Contract and as per Division 01, General Requirements document;
 - .2 Tender Package specific Division 01, General Requirements; and
 - .3 Terms of Reference (TOR) and supporting documents.
- .3 Prepare and up-date the Construction Management (CMc) Plan - construction milestone – see Definitions.

3.2.2 SCOPE AND SERVICES

- .1 Notwithstanding the General and Supplementary Conditions of Contract, TOR, Division 01, General Requirements Document (PWGSC/CM Division 01) continue providing a safe, operational and coordinated Work site and delivering a well administered and documented Project.
 - .1 Provide equipment and resources as required to perform services.
 - .2 Coordinate, administer and manage all Construction Work and Contracts as



- interdependent parts and no conflicts between the Work of Own Forces and that of Sub-Contractors including all Work/Tender Package specific addenda and authorized change orders.
- .3 Coordinate project access as required to facilitate the Work by Own Forces and Subcontractors.
 - .4 Develop and implement a procedure for review, certification, processing and payment of trade Subcontractors in accordance with the terms and conditions of the CM Agreement.
 - .5 Ensure all test results, documents and manuals are provided by Own Forces and Sub-Contractors,
 - .1 Monitor Design Consultant review process; and
 - .2 Report to Departmental Representative on the Construction and Commissioning efforts.
 - .6 Provide detailed analysis and review of change orders and claims from Sub-Contractors. Review and analyze with respect to schedule and contractual requirements. Provide additional detailed information, analysis, and negotiation as requested by the Departmental Representative.
- .2 Monitor Construction by CM Own Forces and CM Sub-Contractors:
- .1 Provide daily monitoring of the Schedule as the Work proceeds;
 - .2 Maintain competent full-time supervisory staff on Site to monitor and provide general direction to all those associated with the Work for all work shifts as required;
 - .3 Identify unacceptable Work early to avoid delays that might arise as a result of required corrections of deficient Work;
 - .4 Ensure that comprehensive quality management processes are followed daily;
 - .5 Ensure that adequate back-up personnel are available;
 - .6 Ensure Own Forces/Sub-Contractor Work is complete to warrant inspection or testing by the Departmental Representative;
 - .1 Schedule with Departmental Representative; and
 - .2 Direct Own Forces and Sub-Contractors to complete, repair, adjust, or rebuild portions of the Work that does not meet the verification standards;
 - .1 Monitor deficiencies and ensure correction.
- .3 During the monitoring process – notwithstanding PWGSC/CM Division 01:
- .1 Establish on-Site organization and lines of authority;
 - .2 Coordinate with all CM personnel to schedule and conduct progress meetings at which Sub-Contractors, PWGSC and Departmental Representative and A&E Design Consultants can jointly discuss such matters as procedures, progress, problems, risks, costs, and scheduling;
 - .3 Provide daily inspection of all aspects of the Work, documenting matters for action or follow-up by Subcontractors, or referral to the Design Consultant;
 - .4 Review adequacy of Subcontractors personnel and equipment and availability of material and supplies to meet the Schedule;
 - .1 Implement remedial action when requirements of a subcontract



- .5 Prepare and maintain Issues/Resolution Log affecting schedule, construction estimates, scope, quality, including dates, place, and participants associated with;
 - .1 Construction; and
 - .2 Commissioning.
- .6 Monitor and document health and safety matters daily.
- .4 Provide Health and Safety:
 - .1 Continue responsibly for the development, implementation and maintenance for the Healthy and Safe associated with the project Work;
 - .1 Be the Prime Contractor as defined in the Occupational Health and Safety Act;
 - .2 Ensure full compliance with the applicable Occupational Health and Safety Regulations in effect.
 - .2 Provide full health and safety protection afforded under the Canada Labour Code to all visitors to the site, including workers, staff, contractors and the general public;
 - .3 Provide appropriate safeguards to ensure safe protection and security of materials and holdings on the site;
 - .4 Comply with Workplace Hazardous Materials Information System (WHMIS) and all other applicable regulations with respect to hazardous materials to ensure that;
 - .1 Treated, handled and store designated hazardous materials as per legislated requirements, codes and industry practices
- .5 Obtain Permits and Approvals:
 - .1 Continue responsibility for obtaining, coordinating and payment of all permits and obtaining approvals from local and statutory authorities;
 - .1 Liaise with local and statutory authorities with respect to hoarding, traffic restrictions, services and associated diversions and/or connections,
 - .2 Inform Departmental Representative of their requirements to inform any statutory body via applications or orders,
 - .3 Ensure that all applications are filed and executed successfully, and
 - .4 Log and verify that all necessary approvals have been obtained.
- .6 Provide Post Construction and Warranty Stage deliverables:
 - .1 Coordinate Sub-Contractor activities to provide final As-Built Documents (Operations and Maintenance and Systems Manuals – to form a “Master” O&M Manual, As-built drawings and specifications) as required per subcontract;
 - .1 Assemble Record Documents in whole packages per tender packages, trades or as directed by the Departmental Representative, and
 - .2 Provide copies of Record Documents and updated records to PWGSC as directed by the Departmental Representative including compliance to PWGSC AutoCAD Standards.
 - .2 Log, review and verify the accuracy of warranties and guarantees;
 - .1 Before completion of work, collect all manufacturer’s guarantees, and warranties, complete with relevant contract numbers, and submit to the



- Departmental Representative for review and acceptance; and
- .2 Ensure that warranties and guarantees are included in the Operation and Maintenance Manuals.
- .3 Within three (3) and ten (10) months of the commencement of the warranty period, arrange for an inspection of the facility to determine all deficiencies to be corrected;
 - .1 Prepare a deficiency list for review and acceptance by the Departmental Representative and Design Consultant;
 - .1 Monitor and inspect the Work with Departmental Representative and Design Consultant during the warranty period and during seasonal deficiencies and commissioning activities to ensure defects or short comings correction.
 - .2 Provide a schedule indicating when correction of all deficiencies covered under the warranty will be corrected and submit to the Departmental Representative for review and acceptance;
 - .3 Arrange for and correct all identified deficiencies in accordance with the Project Schedule and advise when all deficiencies have been properly corrected;
 - .4 Closeout Own Forces and Sub-Contractor contracts including final warranty review;
 - .1 Ensure seasonal deficiencies and Cx activities are detailed in the Project and Master Schedules;
 - .1 Complete on Schedule with accurate and traceable documentation.
 - .5 Ensure that all project warranty deficiencies are properly corrected in a timely manner.
- .4 Provide information and advice during the post construction evaluation sessions.
- .7 Arrange for all key CM staff and representatives from the CM's key trade Subcontractors to attend a one-day Post Construction Evaluation session, at a time and place to be determined with the Departmental Representative.
- .8 Deliver As-Built documents to Departmental Representative to produce construction Record documentation.

3.2.3 DELIVERABLES

- .1 Refer to "Commissioning (Cx) Services" heading of this Section for further Cx Deliverables.
- .2 Updated Project Procedures Manual associated with CMc Services.
- .3 Construction input to Design Consultant Project Issues/Resolutions Log.
- .4 Construction Issues/Resolution Log.
- .5 Construction Monitoring Reports.
- .6 QA Reports – monthly.
- .7 OPR/BOD update information.
- .8 Daily Inception and Monitoring Logs.
- .9 Shop Drawings; including all logs and quarterly Reports.
- .10 As-Built documents.



- .11 Operations and Maintenance (O&M) and Systems Manual.
- .12 Punch List.
- .13 Update Reporting:
 - .1 Cost Management;
 - .2 Schedule Management;
 - .3 Quality Management;
 - .4 Risk Management;
 - .5 Waste Management;
 - .6 Health and Safety.
- .14 Up-dated construction related documentation, including:
 - .1 Project correspondence;
 - .2 Samples, purchases, materials and equipment;
 - .3 Trade Subcontractors progress status;
 - .4 Health and Safety Plan; and
 - .5 Manufacturers Standard Data (MSD) Sheets.

3.3 COMMISSIONING SERVICES – IMPLEMENTATION AND DELIVERY CLOSE OUT PHASES

3.3.1 GENERAL

- .1 Coordinate Cx Services with Article 3.2 CMc General Contractor Services:
 - .1 Collaborate with Design Consultant, support Own Force and Sub-Contractor, as may be deemed suitable, to organize and lead testing and balancing activities; and
 - .2 Coordinate areas where systems are required to be operational in the case integrated systems functional testing and phased occupancy.
- .2 Provide integrated Cx services:
 - .1 Construction through to occupancy, operations and acceptance milestones;
 - .2 Continue engaging Cx Process Manager (CPM), as Lead Cx Team member, to update and implement the Cx Plan, including;
 - .1 Assurance of resources, Own Forces and Sub-Contractors, to complete commissioning;
 - .2 Continued responsibility of the Cx Team;
 - .3 Lead the sequencing and integration of Cx Activities;
 - .4 Attend construction meeting – refer to Division 01, General Requirements document: and
 - .5 Provide on-going consultation to design and construction teams to support of their specified commissioning deliverables.
 - .3 Support Design Consultant's Lead on OPR and BOD updates, provide;
 - .1 Consultation reports; and
 - .2 QA Reviews.

3.3.2 SCOPE AND ACTIVITIES

- .1 Update Commissioning Record Checklist.
- .2 Revise Tender/Work Package specific Cx Plan as necessary.
 - .1 Updated Project specific Cx Plan as necessary.



- .2 Incorporate Cx Activities into Master Schedule.
- .3 Provide monthly Cx Plan Progress Report.
 - .1 Include:
 - .1 Changes to the OPR and BOD; and
 - .2 RFI and Change Orders impacts on Cx.
 - .3 Cx cost and earned value to date.
- .4 Ensure required Cx Activities are identified in the:
 - .1 Cx Plan components;
 - .1 Ensure information such as; general procedures and submission protocols, labeling protocols, maintenance data requirements and information session are specified and coordinated with PWGSC CM Div. 01 General Requirements.
 - .2 PWGSC/CM Division 01 General Requirements (Div. 01) Own Forces; and
 - .3 CM/Sub-Contractor Division 01 General Requirements (Div. 01).
- .5 Update and implement the Quality Control Plan – refer to Quality Management Plan (QMP) Definition.
 - .1 Perform quality control function, particularly in the areas of ongoing design reviews for constructability and inspections.
- .6 Develop and maintain a Construction Checklist to track various contract Work results and completion.
 - .1 Construction Checklist – refer to Definitions Document;
 - .2 100% of the equipment must be tested and inspected. Representative sampling commissioned equipment is not acceptable.
- .7 Conduct and document site visits and attend site construction meetings to assist in identifying discrepancies and remedies.
 - .1 Coordinate Cx Activities of Own Forces and Sub-Contractors and their sub-trades.
- .8 Update Cx Issues/Resolutions Log.
 - .1 Review and comment on Design Consultant Project Issues / Resolutions Log for a coordinated project delivery.
- .9 Assist Design Consultant with managing the Own Forces and Sub-Contractors' execution and contract Closeout Submissions, such as, manuals, warranties, extended warranties, and manufacturer's guarantees.
 - .1 Verify submittals such as:
 - .1 Coordination drawings, shop drawings, O& M and Systems Manual(s), product samples, schedules and any other project submittals; and
 - .2 Co-ordinate review comments with the Design Consultant.
- .10 Review and Meetings.
 - .1 Distribute minutes to Departmental Representative and Design Consultant for any further redistribution as may be required.
 - .2 Per Tender/Work Package, conduct on-site pre-construction commissioning meetings with the Cx Team including the consultant team and appropriate contractors. Agenda to include:
 - .1 Commissioning Issues/Resolutions Log including;
 - .1 Construction Checklist;



- .2 Tender/Work Package specific Cx Plan;
 - .1 Compare CPM with Sub-Contractors' Cx Plans.
- .3 Review Design Consultant OPR and BOD updates and provide commentary.
- .4 Coincidental with construction meetings, organize and lead regularly scheduled on-site bi-weekly commissioning meetings including:
 - .1 Field reviews complete with reports verifying installation of systems and assemblies in accordance with OPR and Cx Plan;
 - .2 Conduct on-site bi-weekly Cx Team meetings.
- .11 Testing and Verification.
 - .1 Oversee the process, in collaboration with the Design Consultant, Own Forces and the Sub-Contractors.
 - .1 Ensure protocol, procedures and documented verification is in compliance with the OPR, BOD and Cx Plan.
 - .2 In the case of conditions such as, phased occupancy when Interim Acceptance is required proceed as per CSA Z320-11, Interim Acceptance and Facility Turnover recommendations.
 - .3 Provide technical expertise such as testing, Cx cost estimating and dispute resolution.
 - .2 Participate in, assist with and verify results and reports of all Static Verification, Start-Up Process and Functional Performance Testing of all equipment, assemblies, systems and integrated systems to be commissioned.
 - .1 Witness all testing including testing of all components, systems and integrated systems, including but not limited to;
 - .1 Complete verification of the controls sequence of all systems in a dynamic operating state.
 - .2 Provide verification of and sign-off on final Cx Reports and compile into a comprehensive Cx Manual upon Project completion;
 - .1 Refer to Warranty Period Article below regarding Final Cx Manual.
 - .3 Submit for Cx Team review, any proposed changes to previously accepted forms from the Cx Plan and/or Own Forces /Sub-Contractor construction Specifications.
 - .4 Verify submittals from Own Force and Sub-Contractor, at each construction phase; Tender/Work Package.
 - .5 Deferred Testing.
 - .1 Coordinate deferred seasonal commissioning for those systems that have been functionally tested and/or turned over where retesting and re-commissioning is required during the opposite season.
 - .2 Witness on site deferred testing as per the Commissioning Plan.
- .12 Training.
 - .1 Coordinate and document training of User Department/Operations Staff and equipment handovers.
 - .2 Proceed with training as per CSA Z320, Article A.5;
 - .1 Article A.5, "commissioning authority" to read CM, Cx Process Manager.
 - .3 Total number of on-site training days, six (6):
 - .1 Pre-occupancy four (4); and



- .2 Seasonal deferred two (2).
- .4 Lead the integrated process involving; User Department and Operational personnel, Design Consultant, Own Work Forces and Sub-Contractor(s) and associated suppliers and manufacturers and Agencies, to determine Training requirements, plan, schedule, delivery method and Training Manual format and content:
 - .1 Incorporate a complete system and assembly review of operational procedures, set points and maintenance requirements;
 - .2 Coordinate training sessions between Design Consultant, Own Forces, Sub-Contractor Suppliers/Manufacturers and the Owner's facility managers and operations personnel;
 - .1 Verify that training is provided by the appropriate equipment manufacturer's representative;
 - .3 Ensure attendees sign an attendance sheet;
 - .4 Verify the training requirements have been met;
 - .5 Collect lessons learned data, analysis and recommendations;
 - .1 Refer to Article, Facility Turnover, for further detail.
- .5 Assist the coordination between the Design Consultant and the Sub-Contractor with their provision of draft O&M Manuals (or complete Manuals as available) for the purposes of the training sessions.
- .6 Collaborate with the PWGSC Cx Advisor to oversee and evaluate the Sub-Contractor's training sessions between the Contractor and the Owner's facility management and operations personnel:
 - .1 Ensure attendees sign an attendance sign-in sheet;
 - .2 Verify that training is provided by the appropriate equipment manufacturer's representative;
 - .3 Verify the training requirements have been met.
- .7 Oversee, in collaboration with the Design Consultant, the Contractor's development of a training manual (electronic & hard copy) including applicable videos and photos for existing and future personnel to use for future training seminars.
 - .1 Material to be user friendly, electronically searchable, contain indexes and provide component, system and interrelated system references including the necessary maintenance requirements.
- .8 Deferred Training.
 - .1 As per the training plan, coordinate post occupancy training for any systems and assemblies where there are, for example, seasonal differences in operating parameters and/or where deferred testing is required;
 - .2 Incorporate into the Training plan a complete system and assembly review of operational procedures, set-points and maintenance.
- .13 Substantial Performance.
 - .1 In each case of phased occupancies ("partial" Substantial Performance) and "final" occupancy (Substantial Performance) provide Cx Report(s) for Departmental Representative and Design Consultant review and required revisions:
 - .1 Refer to Cx Reports Definitions Document for minimum contents;



- .2 Collaborate with Design Consultant and Departmental Representative to determine the number of commissioned Substantial Performance milestones;
 - .1 Coordinate partial occupancies with the completed and occupied Work phases.
- .2 For each case, Lead and facilitate Cx Team's compilation of sign-off Cx Reports into Cx Manual, including:
 - .1 Control sequence documentation;
 - .2 All system schematics (single line drawings);
 - .3 Control strategies and set points;
 - .4 Energy and operational performance expectations and calculation including potential variances; and
 - .5 Guidelines for energy accounting.
- .14 Warranty Period and Completion.
 - .1 In cooperation with Design Consultant and Departmental Representative, oversee, evaluate and document post occupancy:
 - .1 Deferred seasonal testing of Own Force and Sub-Contractors Work;
 - .2 Energy and operational performance as compared to designed performance defined in up-dated BOD, OPR and Construction Documents;
 - .3 Post-occupancy energy and operational performance results, including variances;
 - .4 Resolutions of any warranty issues related to commissioned systems.
 - .2 In collaboration with the Design Consultant and Departmental Representative update and finalize Cx Report(s).
 - .1 Include recommendations for Re-commissioning (R-Cx) frequency by equipment type, assembly type and systems associated with energy savings strategies and sustainable overall building performance and utility.
 - .3 Prepare a Final, CM and Design Consultant sign off, Cx Report at end of warranty period.
 - .1 Compile Report(s) into a Comprehensive Cx Manual.
 - .4 Collaborate with the Departmental Representative/PWGSC Cx Advisor on the development of PWGSC Cx Evaluation Report.
 - .1 Develop and present Cx related material.
 - .2 Attend and assist facilitating and on-site Work Shop.
 - .1 Design Consultant remains accountable for Work Shop presentation deliverables/submittals.
- .15 Facility Turnover.
 - .1 Lead and facilitate Cx Team's Facility Turnover recommendation sign off, at the minimum, on items, such as, those outlined in CSA Z320-11, Article 4.7, Facility Turnover Activities.
 - .2 Lessons Learned:
 - .1 Collaborate with Design Consultant to arrange a Lessons Learned Work shop;
 - .1 On-site Workshop days two (2).



- .2 Develop and present Cx related material;
 - .1 Provide electronic and hard copy Training Manuals;
 - .1 Refer to PWGSC/CM Division 01, General Requirements Document, Section 01 78 00, Close-Out Submittals for further detail.
 - .3 Attend and assist facilitating Work Shop(s).
 - .4 Design Consultant remains Work Shop Lead.

3.3.3 DELIVERABLES

- .1 Commissioning Record Checklist.
- .2 Cx Plan Progress Reports.
- .3 Cx Plan.
- .4 Quality Control Plan (QC Plan).
- .5 Cx Reports:
 - .1 Interim;
 - .2 Final.
- .6 Cx Manual:
 - .1 Interim;
 - .2 Final.
- .7 Construction Checklist.
- .8 Review documentation:
 - .1 Site visit;
 - .2 Consultation Reports;
 - .3 QA Reviews;
- .9 Cx Issues/Resolutions Log and supporting narratives.
- .10 Construction cost estimate and CX cost breakout.
- .11 Cx Risk Assessment and Matrix.
- .12 Cx meeting minutes.
- .13 "Master O&M Manual" – Operations and Maintenance Manual and Systems Manual.
- .14 Training Manual (hard copy and electronic).
- .15 Lessons Learned input documentation.



4. APPENDICES

- A. Parks document defining CDE.
- B. Phase 1 Issued for Construction documents.
- C. DFS Architecture Inc. Contract
- D. Phase 3 Consultant Solicitation
- E. Phase 2 RS3 and 50% design
- F. Universal Accessibility Report
- G. RJ Bartlett Alternative Compliance Fire Safety Report
- H. Basic Impact Assessment
- I. Phase 1 Heritage Protection Plan
- J. Hazardous Materials Reports
- K. Fire Protection System Impairment Procedures
- L. Geotechnical Report

ANNEX B

BASIS OF PAYMENT

THE BASIS OF PAYMENT OF THE CONTRACT IS COMPRISED OF THE FOLLOWING

CONTRACTOR'S FEE

- Fixed Monthly Fee
- Percent Construction Fee
- Additional Personnel

CONSTRUCTION COSTS

ALLOWABLE DISBURSEMENTS

1. 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 Fee

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

The fixed monthly fee will include:

- 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, parking. Note: Site office costs are included in the percent construction fee.
- 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. Do not include contracted personnel of sub-trades that will perform the construction;
- The salaries, benefits or other compensation for the Contractor's officers, directors, principals and support staff;
- Travel and accommodation costs related to the Work for the duration of the Contract, of the Contractor's personnel;
- All other costs which may be considered disbursements unless specifically listed;
- Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work, unless otherwise expressly provided herein;
- All field personnel such as superintendents, health and safety officers, assistant superintendents, field engineers, commissioning agent, etc., including vehicles and vehicle expenses

b. Percent Construction Fee

The percent construction fee includes:

- The Contractor's percentage mark-up for overhead, profit and general administration costs that are not included in b. (below).
- All costs that have not been identified for reimbursement under the Basis of Payment - Fixed Monthly Fee, Additional Personnel, Construction Costs and Allowable Disbursements will be included in the Percent Construction Fee. The percent construction fee will be paid in arrears for each progress claim submitted in accordance with GC5 - Terms of Payment, during the Term of the Contract. The value of the percent construction fee for the payment period will be based on the construction cost of the work actually incurred during that period.

c. Additional Personnel

The Contractor will include in the Fixed Monthly Fees sufficient personnel to complete the Work within the time frame stipulated in BID AND ACCEPTANCE FORM - CONSTRUCTION TIME.

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

For additional personnel requested by Canada, the Contractor will be reimbursed in accordance with the firm per diem rates 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.

d. 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.

2. Construction Costs

Determination of Construction Cost will be in accordance with the SUPPLEMENTARY CONDITIONS (SC).
Construction Costs will be reimbursed in accordance with GC5 - Terms of Payment.

Construction Costs will include:

- i. The actual, reasonable and direct costs of subcontracts;
- ii. The actual, reasonable and direct costs incurred by the Contractor, as previously agreed to by Canada in performing the Work, as follows:
 - a. Materials incorporated into the Work, including costs of transportation;
 - b. Materials, products, supplies, equipment, temporary services and facilities, including transportation and maintenance thereof, which are consumed in the performance of the Work, and cost less salvage value on such items used, but not consumed, which remain the property of the Contractor;
 - c. Tools, machinery and equipment, exclusive of hand tools, used in the performance of the Work, whether rented by the Contractor or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof;
 - d. Site engineering for temporary construction facilities;
 - e. Independent inspection and testing services other than those described in the construction documents;
 - f. Site washrooms other than those furnished by Canada;
 - g. Health and Safety sundries for visitors (hard hats, boots, gloves, goggles, masks, etc.);
 - h. Bilingual Site signage;
 - i. Utility costs, as applicable;
 - j. The cost of safety measures and requirements;
 - k. Cleaning materials supplies, and consumables;
 - l. Printing of construction documents;
 - m. Bin removal for disposal of waste;
 - n. Security personnel for afterhours site security;
 - o. Leasing costs on Temporary Storage Facility for materials removed in Phase 1.
- iii. 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.

3. 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:

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

ANNEX C

CERTIFICATE OF INSURANCE

(not required at id submission)



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Page 1 of 2

Description and Location of Work	Contract No. N/A
Construction Management Services – Province House Conservation Charlottetown, Prince Edward Island	Project No. R.081898.001

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 (All Policies) Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services.(Wrap-Up Policy), the Consultant and any Subcontractor, at any tier, performing any part of the Work.				

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
Commercial General Liability Umbrella/Excess				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
				\$	\$	\$
				\$	\$	\$
Wrap-Up General Liability Umbrella/Excess				\$	\$	\$
				\$	\$	\$
Builder's Risk / Installation Floater				\$		
Pollution Liability				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$
All Risk in Transit Insurance				\$		

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

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

CERTIFICATE OF INSURANCE Page 2 of 2

General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page and 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 (Wrap-Up Policy), the Consultant and any Subcontractor, at any tier, performing any part of the Work as an additional Insured and must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

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

Commercial General Liability

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

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

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

The policy must have the following minimum limits:

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

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

Wrap-Up General Liability

The insurance coverage provided must be primary to all other insurance policies and must not be less than that provided by the latest edition of IBC Form 2100, except for liability arising from damage to the Work during construction, which must be limited to the completed operations period.

The policy must include an extension for a standard provincial and territorial form of non-owned automobile liability policy and 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

The policy must have the following minimum limits:

- (a) **\$25,000,000.00** Each Occurrence Limit; and
- (b) **\$25,000,000.00** Completed Operations Aggregate Limit.

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

The Insurer must provide a waiver of subrogation against any named or additional insured.

Builder's Risk / Installation Floater

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047 and must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

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

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

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2>).

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.

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 Risks Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control in an amount of not less than **\$3,000,000.00**. The Government's 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 (3) 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 Canada.*