



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

Bid Receiving
PWGSC
33 City Centre Drive
Suite 480C
Mississauga
Ontario
L5B 2N5
Bid Fax: (905) 615-2095

**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

Title - Sujet Waterways Construction-H&S Services	
Solicitation No. - N° de l'invitation EQ754-172990/A	Date 2017-09-06
Client Reference No. - N° de référence du client EQ754-172990	
GETS Reference No. - N° de référence de SEAG PW-\$TOR-008-7359	
File No. - N° de dossier TOR-7-40037 (008)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-10-18	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Leslie, Sandra	Buyer Id - Id de l'acheteur tor008
Telephone No. - N° de téléphone (905) 615-2069 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 11th FL, 4900 Yonge Street Toronto Ontario M2N6A6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

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

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PART 1 - GENERAL INFORMATION

1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, and any other annexes.

2 Summary

2.1 Public Works and Government Services Canada (PWGSC) requires the services of a professional consulting firm to provide Construction Health and Safety advisory and site inspection and reporting services during project implementation including design, investigation, assessment and construction work related to the Parks Canada Agency Ontario Waterways Rehabilitation program.

The main focus of the work is the rehabilitation of infrastructure along the Rideau Canal and the Trent Severn Waterways, including bridges, dams, locks and other water retaining structures. The Design/Prime Consultants' Design Briefs, the Construction Managers' Terms of References and the contractors' construction documents include for Occupational Health and Safety Plans during project implementation. The Construction Manager and/or contractors will be accountable for site health and safety and take the role of Constructor as defined under the Ontario Occupational Health and Safety Act and its Regulations.

The period of the Contract is from date of Contract to March 31, 2018 inclusive. With an option to extend the term of the Contract by up to two additional one year period(s) from April 1, 2018 to March 31, 2019 and from April 1, 2019 to March 31, 2020 under the same conditions.

2.2 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid 4 hard copies

Section II: Financial Bid 1 hard copy

Section III: Certifications 1 hard copy

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that 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.

Section II: Financial Bid

- 1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

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1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “E” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “E” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

1.3 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex D.

1.2 Financial Evaluation

Total Evaluated Bid Price will be calculated as follows;

- (a) Items in column A will be multiplied by items in column B to equal items in column C
- (b) The aggregate of items in column C (1-6) for Table 1, Table 2 and Table 3 will equal the Total Evaluated Bid Price.
- (c) Total Evaluated Price = Subtotal total of Table 1 + Table 2 + Table 3

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

2 Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
2. Bids not meeting (a) or (b) or (c)" will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divided by the maximum number of points available, and multiplied by the ratio of 70 %
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted as the winning bid. Instead, the responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135; and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		84.18	73.15	77.70
Overall Rating		1st	3rd	2nd

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

2.3 Additional Certifications Precedent to Contract Award

2.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

2.3.2 Education and Experience

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

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PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual)(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1 General Conditions

[2035](#) (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3 Security Requirements

3.1 There is no security requirement applicable to the Contract.

4 Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2018 inclusive.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two additional one year period(s) from April 1, 2018 to March 31, 2019 and from April 1, 2019 to March 31, 2020 under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

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5 Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sandra Leslie
Title: Procurement Specialist
Public Works and Government Services Canada
33 City Centre Drive, Suite 480C
Mississauga, ON. L5B 2N5

Telephone: 905-615-2069
Facsimile: (905) 615-2060
E-mail address: sandra.leslie2@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is: **(will be inserted at contract award)**

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative (To Be Filled Out By bidder)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7 Payment

7.1 Basis of payment: Cost reimbursable – Limitation of expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex B to a limitation of expenditure of \$_____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ . Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department
C0710C (2007-11-30), Time and Contract Price Verification
H1008C (2008-05-12) Monthly Payment

8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

9 Certifications and Additional Information

9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable.*)

11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions , 2035 (2016-04-04), General Conditions - Higher Complexity - Services;

- (c) Annex A, Statement of Work ;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements
- (f) the Contractor's bid dated _____, *(insert date of bid)* *(If the bid was clarified or amended, insert at the time of contract award.)*, as clarified on _____ " **or** ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

12 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C . The Contractor must maintain the required insurance coverage for the duration of the Contract. 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.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

13. Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: _____.

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EQ754-172990

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TOR-7-40037

Buyer ID - Id de l'acheteur
TOR008
CCC No./N° CCC - FMS No./N° VME

ANNEX "A" STATEMENT OF WORK

(SEE ATTACHED STATEMENT OF WORK BELOW)

ANNEX "B" BASIS OF PAYMENT

Note to Bidders: All information in italics will be removed from any resultant Contract.

The Bidder MUST complete this pricing schedule and include it in its financial bid.

The Contractor will be paid firm all-inclusive rates as follows, for work performed in accordance with Annex A - Statement of Work. Taxes are extra. Canada will not pay for any costs related to staffing or personnel beyond that explicitly stated herein.

The amount quoted must be in Canadian currency and must not include any amount for the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) as may be applicable.

1. Resource Category:

The bidder must propose designated resource for each Resource Category. The resource **CAN NOT** be proposed repeatedly in the "Name of the Resource" in Contract Year or any Option Year.

Travel and Living Expenses - National Joint Council Travel Directive

- a. For the contract year and any exercised option years, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work done, delivered or performed outside of any project site identified in the Statement of Work at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle provided in Appendices B, C and D of the [National Joint Council Travel Directive](#); and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".
- b. Travel expenses related to commuting to/from project sites as well as travel within and between project sites are not reimbursable separately.
- c. Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations."

All travel outside project sites (i.e. outside the Rideau Canal and Trent Severn Waterway corridors) must have the prior authorization of the Project Authority. The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Total Estimated Cost of Authorized Travel and Living Expenses: \$2, 500.00/year (allowance).

All payments are subject to government Audit.

Direct travel expense reimbursement will be based on actual mileage, accommodation, and meals (no alcohol) as supported by mileage logs and 3rd party receipts.

2. Other Direct Expenses

Other Direct Expenses must have the prior authorization of the Project Authority.

For contract year and any exercised option years, the Contractor will be reimbursed for any other direct expenses reasonably and properly incurred in the performance of the Work and as pre-approved by the PSPC Project Authority. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

All payments are subject to government Audit.

Table 1: CONTRACT (from award date to March 31, 2018)

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

Resource Category	Name of the Resource	Estimated Effort (days/per year) (a)	Per Diem Rates (\$) (b)	TOTAL (\$) C= (a) x (b)
1. Construction Health and Safety Inspector 1		60		
2. Construction Health and Safety Inspector 2		2		
3. Construction Health and Safety Inspector 3		2		
4. Senior Health and Safety Subject Matter Expert		40		
Travel and Other Direct Expenses				
5. Travel Outside Project Sites	Allowance			\$2,500
6. Other Direct Expenses	Allowance			\$1,000
Subtotal Table 1: (total of items 1-6)				

The effort levels and allowance amounts shown in these tables are estimates only. Minor changes to these estimates should be expected as the Work proceeds, provided that these adjustments have the prior approval of the Project Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in the clause 7.2 of the Contract.

Table 2: OPTION YEAR 1 (April 1, 2018 – March 31, 2019)

Resource Category	Name of the Resource	Estimated Effort (days/per year) (a)	Per Diem Rates (\$) (b)	TOTAL (\$) C= (a) x (b)
1. Construction Health and Safety Inspector 1		220		
2. Construction Health and Safety Inspector 2		75		
3. Construction Health and Safety Inspector 3		75		
4. Senior Health and Safety Subject Matter Expert		60		
Travel and Other Direct Expenses				
5. Travel	Allowance			\$2,500
6. Other Direct Expenses	Allowance			\$3,000
Subtotal Table 2: (total of items 1-6)				

Table 3: OPTIONAL YEAR 2 (April 1, 2019 – March 31, 2020)

Resource Category	Name of the Resource	Estimated Effort (days/per year) (a)	Per Diem Rates (\$) (b)	TOTAL (\$) C= (a) x (b)
1. Construction Health and Safety Inspector 1		220		
2. Construction Health and Safety Inspector 2		75		
3. Construction Health and Safety Inspector 3		75		
4. Senior Health and Safety Subject Matter Expert		60		
Travel and Other Direct Expenses				
5. Travel	Allowance			\$2,500
6. Other Direct Expenses	Allowance			\$3,000
Subtotal Table 3: (total of items 1-6)				

For evaluation purposes only, the total evaluated price will be calculated in the following table and will represent the total price to be evaluated.

Total Evaluated Price = Subtotal total of Table 1 + Table 2 + Table 3

TOTAL EVALUATED PRICE \$ _____

ANNEX "C" INSURANCE REQUIREMENTS

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

-
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- r. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

2. ERRORS AND OMISSIONS LIABILITY INSURANCE

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

ANNEX "D" TECHNICAL EVALUATION

Mandatory Requirements

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Bidders must demonstrate they meet the following mandatory technical criteria. Failure to meet any of the mandatory technical criteria will render the bid non-responsive and it will be given no further consideration.

Item	Mandatory Requirements	Proposal Page #	Pass/Fail
M1	<p>CORPORATE EXPERIENCE</p> <p>Bidder must provide Four (4) representative reference projects, in the same or similar capacity role, completed by the Proponent and/or Joint Venture within the last five (5) years with client contact information.</p> <p>The references will be contacted in order to confirm submitted material.</p>		
M2	<p>The bidder must identify one (1) Senior Construction Health and Safety Subject Matter Expert.</p> <p>The bidder must demonstrate that the proposed resource has at least five (5) years' experience in a similar role.</p> <p>The proposed resource must;</p> <ul style="list-style-type: none"> i. Be a Canadian Registered Safety Professional (CRSP) in good standing with the Association for Canadian Registered Safety Professionals; or ii. Be an Associate in Loss Control Management (ALCM); or iii. Be a Construction Health and Safety Officer (CHSO) as accredited by the Infrastructure Health and Safety Association (Ontario); or iv. Be a Construction Safety Coordinator (CSC) as accredited by the Canadian Construction Association Gold Seal program; or v. Be a Certified Safety Professional (CSP) in good standing with the American Board of Industrial Hygiene; or vi. Be a Registered Occupational Hygienist (ROH) in good standing with the Canadian Board, for Occupational Hygiene. 		
M3	<p>The bidder must propose three (3) Construction Site Health and Safety Inspectors. The proposed Construction Site Health and Safety Inspectors must have minimum of three (3) years of construction related health and safety service experience in a similar roll on heavy civil works and infrastructure installations and rehabilitation in Ontario.</p> <p>The proposed resources must:</p> <ul style="list-style-type: none"> i. Be a Construction Health and Safety Officer (CHSO) as accredited by the Infrastructure Health and Safety Association (Ontario); or ii. Be a Construction Safety Coordinator (CSC) as accredited by the Canadian Construction Association Gold Seal program; or iii. Be a Canadian Registered Safety Professional (CRSP) in good standing with the Association for Canadian Registered Safety Professionals; or iv. Be an Associate in Loss Control Management (ALCM); or v. Be a Certified Safety Professional (CSP) in good standing with the American Board of Industrial Hygiene. 		

Rated Requirements (Technical Submission)

Proposals meeting the Mandatory Requirements will be evaluated on the basis of the following criteria.

Item	Rated Requirement	Maximum Points Available	Score	Proposal page #
R1	<p>The bidder should provide a summary of the four (4) projects in which they provided various services related to those required in M1.</p> <p>What must be submitted:</p> <p>A description of four (4) major projects that meet the following conditions (total of six pages maximum). The selected projects must have been completed during the last five years. Bidder should clearly identify relevance to the scope of services required.</p> <p>Each of the following criteria will be rated on 5 points.</p> <ol style="list-style-type: none"> 1) At least one project must involve conducting thorough health and safety audit and recommending/development of related risk management measures; 2) At least two projects must be 2-years duration and involve conducting construction-site inspection activities specifically related to heavy civil construction and facility rehabilitation, marine construction, proximity of the public and the relatively large scale and scope of the project including resource management, project; 3) All four projects must involve monitoring and reporting on construction and/or occupational health and safety performance; and 4) The proposed senior and one of the three inspectors should have worked together on a least two of the projects cited. <p>For each project cited, the following information must be provided:</p> <ol style="list-style-type: none"> i) project commencement and completion dates; ii) Project location; iii) Description of your exact role and scope of services on that project; and iv) Name and telephone number of the client contact; 	20		

R2	<p>Resources competencies and experience:</p> <p>The bidder should provide the name of One (1) Senior Construction Health and Safety Professional and three (3) Construction Site Health and Safety Inspectors.</p> <p>EACH PROPOSED RESOURCE WILL BE RATED ON Maximum of 10 POINTS.</p> <p>Bidder must demonstrate that the proposed resources have the work experience relevant to the services sought.</p> <p>What must be submitted;</p> <p><i>Curriculum vitae</i> (CV) of the proposed resources who will be assigned to this project. CV should be attached for each Assigned Personnel, maximum two pages each (not included in the overall proposal page count).</p> <p>CV should contain the following information;</p> <ol style="list-style-type: none"> i. Academic and other relevant qualifications such as current professional accreditation and designations. The Proponent should be able to provide documentation of accreditation and/or licenses on request; ii. Number of years of experience in the health and safety management and inspections field for heavy civil and marine infrastructure construction and installations; iii. Number of years of experience in the proposed position and number of years of experience in the construction industry (if not done with Proponent firm, specify name of former firm); iv. Role, responsibility and degree of involvement of individual in past projects (especially those four projects identified as reference projects). <p>Each proposed resource CVs will be evaluated as follows:</p> <p>Education:(6 points)</p> <ol style="list-style-type: none"> a) College diploma or University degree in a discipline not related to occupational health and safety (2 point) b) College diploma in a discipline related to Occupational Health and Safety (4 points) c) University degree in a discipline related to Occupational Health and Safety (6 points) 	40		
----	---	----	--	--

	<p>Work Experience related to providing Construction Health and Safety services (4 points)</p> <p>Senior/Expert: 5-7 years (1 point) 8-10 years (3 points) 11 years and more (4 points)</p> <p>Inspector: 3-5 years (1 point) 7-9 years (3 points) 10 years and more (4 points)</p>			
R3	<p>Understanding scope and objectives of this Assignment: The bidder should demonstrate, in its own words, an understanding of the assignment and the scope of the service required;</p> <p>What must be submitted: The bidder must explain, in its own words the following:</p> <ol style="list-style-type: none"> 1) Required role in the project team (organizational structure) as well as range of services to be provided – 5 points; 2) Technical and administrative requirements of the assignment 5 points. 3) The constraints and challenges, including validating compliance with referenced and applicable Acts, Regulations and Codes. 5 points. 	15		
R4	<p>Approach and methodology.</p> <p>The bidder should describe how the Work will be managed; how its assigned team will be organized; and how its team will work together to achieve the desired results.</p> <p>What we are looking for as a minimum:</p> <ul style="list-style-type: none"> • Bidder must demonstrate an understanding of heavy civil construction health and safety risk management and available mitigating measures; and show how such measures can be applied to the program of projects at hand. (15 points) • Bidder must clearly explain, in its own words, how the firm will deliver uninterrupted service and promptly address staff continuity issues over the duration of the program of construction projects at hand; and what plans are in-place for staffing contingency. (10 points) <p>What must be submitted:</p>	25		

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 EQ754-172990

Amd. No. - N° de la modif.
 File No. - N° du dossier
 TOR-7-40037

Buyer ID - Id de l'acheteur
 TOR008
 CCC No./N° CCC - FMS No./N° VME

	<p>The bidder must explain the approach that will be used to deliver the required services. The following must be included;</p> <ul style="list-style-type: none"> • Organization chart identifying Assigned Personnel and reporting relationships; • Communication strategies; • Site/Work and how assignments and authorities are disseminated; • Event, incident, accident, and emergency response time; • Quality Management; and • Monitoring and Record keeping program. 			
	MAXIMUM TOTAL POINTS AVAIL	100		
	MINIMUM TOTAL POINTS ACCEPTABLE	70		
	TOTAL POINTS AWARDED			

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ANNEX "E" to Part 3 of the Bid Solicitation

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

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ANNEX "F" ADDITIONAL CERTIFICATIONS

1. Board of Directors

In accordance with Section 1, Integrity Provisions – Offer, Offerors are required to provide a list of their Board of Directors before contract award. Offerors are requested to provide this information in their bid.

Director Name - _____

2. Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Offerors are required to have a Procurement Business Number (PBN) before Standing Offer award.

Procurement Business Number - _____

Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

ANNEX “A” Statement of Work

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*Construction Health & Safety Professional Services
Ontario Waterways Rehabilitation*

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1. Project Description (PD)

1.1 General

Public Works and Government Services Canada (PWGSC) requires the services of a professional consulting firm to provide Construction Health and Safety advisory and site inspection and reporting services during project implementation including design, investigation, assessment and construction work related to the Parks Canada Agency Ontario Waterways Rehabilitation program. The main focus of the work is the rehabilitation of infrastructure along the Rideau Canal and the Trent Severn Waterways, including bridges, dams, locks and other water retaining structures. The Design/Prime Consultants' Design Briefs, the Construction Managers' Terms of References and the contractors' construction documents include for Occupational Health and Safety Plans during project implementation. The Construction Manager and/or contractors will be accountable for site health and safety and take the role of Constructor as defined under the Ontario Occupational Health and Safety Act and its Regulations.

While the health and safety of site personnel is a shared responsibility of all parties and individuals involved in a project – it is important to note that both PCA and PWGSC have specific health and safety oversight responsibilities under the Canada Labour Code, Part II, Occupational Health and Safety. The Health and Safety Consulting firm, (H&S Contractor) is to deliver the required construction health and safety services on behalf of PWGSC under the authority of the PWGSC's Departmental Representative with guidance from the PWGSC Regional Health and Safety Manager. Project specific requirements will be undertaken on behalf of, and reporting to, the PWGSC Departmental Representative.

PCA, PWGSC, the Design Consultants and the Constructors have a responsibility for public safety within the designated and delineated construction areas during construction at the project sites. The waterways will be operational during the work with public access outside the designated construction areas of the facilities. The H&S Contractor will be required to identify any activity or installations which may have an adverse impact on the health and safety of the public using the facilities.

1.2 Project Identification

PWGSC Project Title: Ontario Waterways Rehabilitation Program
Rideau Canal and Trent Severn Waterway

Location of the Project: Various Locations along the Rideau Canal and TSW
Waterways

PWGSC Project Number:

Client Department / User: Parks Canada Agency (PCA)
Ottawa, Ontario, K1A 0H3

PWGSC Project Manager: TBD

1.3 Project Delivery Approach

PWGSC has partnered with Parks Canada Agency (PCA) to deliver an infrastructure program on the Rideau Canal and Trent-Severn Waterways (TSW) over the next 3 years. The objective of the project is to improve the structural integrity and public safety on the waterway while promoting visitor experience.

The Program of Work is to be delivered using different procurement models depending on the current status of the work and complexity of the projects.

The smaller and less complex work will proceed using the traditional Design-Bid-Build (DBB) procurement process as the work can be designed without extensive construction expertise involvement and be sufficiently defined to allow for competitive tendering for construction. With this model a professional services (design) contract is put in place by PWGSC to design and prepare tender ready documents which PWGSC uses to obtain competitive bids and awards the contract for construction services. This model will be predominant with the Rideau Canal work and may apply to the less complex requirement on the TSW work.

The more complex work, which is less easily defined and benefits from having construction experience at the table during the design stage, will be subject to a Construction Manager as General Contractor (CMGC) procurement process. As with DBB, a design contract is put in place by PWGSC with a second contract for construction management services including support during design and constructor services during construction. Each TWS Bundle will have a CMGC and one or more Prime and/or Design Consultants.

1.4 Project Background – Overview

Parks Canada Agency (PCA) is the custodian department of the many national historic sites and assets, and Rideau Canals and Trent-Severn Waterway are two very important navigation waterways located in Ontario. These assets have been in service for many decades and their condition varies from requiring some minor repairs to complete rebuild and/or replacement. Rehabilitation work has been identified on both waterways ranging from relatively simple to complex.

The Parks Canada Agency Act requires that management plans be prepared for national historic sites and states that it is 'in the national interest to ensure the commemorative integrity of national historic sites'. The Historic Canals Regulations under the Department of Transport Act provide the regulatory framework for the management, use and protection of the Rideau Canal and the Trent-Severn Waterway in accordance with the Historic Canals Policy and the Management Plan.

The work consists of the rehabilitation of a number and types of installations at various sites along the Rideau Canal and Trent-Severn Waterway. This is a geographically linear program and is comprised of Bundles and projects each with different technical

elements and complexities. The intent is to group the subprojects as may be feasible considering location, technical requirements and preferred delivery of completed work.

1.4.1 Projects along the Rideau Canal (RC):

The Rideau Canal work is generally smaller in scope than that of the Trent-Severn Waterway work. It consists of large section of canal wall replacement in Ottawa area; locks and wharfs rehabilitation work in Smiths Falls and Jones Falls areas; as well as masonry rehabilitation around the Kingston Mills area.

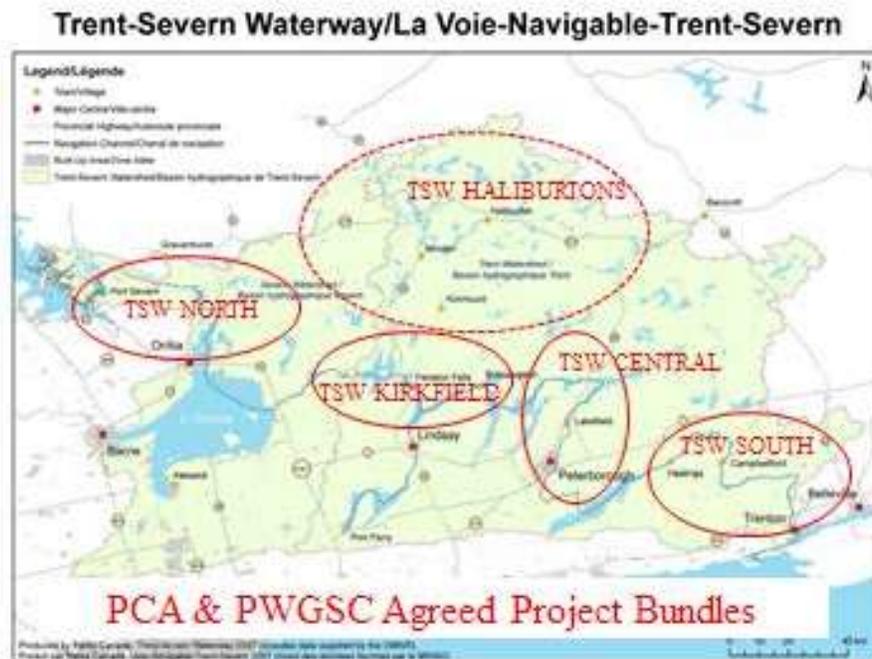
Generally speaking, the work complexity along the Rideau Canal is well defined and relatively simple. Many of the work packages are well identified with little missing information.

The Rideau Canal is designated a UNESCO World Heritage Site and subject to constraints associated with such designation.

1.4.2 Projects along the Trent Severn Waterways (TSW):

The TSW extends from the Bay of Quinte on Lake Ontario at the City of Quinte West (Trenton) to Port Severn in the north, located to the south of Georgian Bay (Lake Huron). The water levels and flows on the waterway are managed by 104 dams, many with locks, retaining walls and other associated installations.

The work along the TSW includes a whole range of different types of projects, from bridge repair/replacement, lock rehabilitations, earthwork refurbishing to dam replacement. The currently identified Bundles are in five different geographical areas.



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- 1.4.2.1 The TSW South Bundle includes concrete repair work in Trenton, Glen Ross, and other areas; Dam rehabilitation in Glenn Miller area; and some mechanical system modernization in Campbellford and Crowe Bay areas.
- 1.4.2.2 The TSW Peterborough Bundle it is generally around the city of Peterborough. The major projects include at least two dam replacement projects and major work in the Peterborough Lift Lock as well as some other minor concrete repair work.
- 1.4.2.3 The TSW Kawartha Bundle includes mainly concrete rehabilitation work and a major dam replacement in Burleigh Falls.
- 1.4.2.4 The TSW North Bundle is relatively smaller when compared with the previous three areas. One major project is the possible replacement and/or major rehab work for Pretty Channel Dam at Lock #44.
- 1.4.2.5 There is also a fifth area referenced as the TSW Halliburton Bundle. However, these projects are relatively small, and most will be delivered by PCA internal staff and therefore is not included in the H&S Contractor's scope of work.

Complexities of this work is the need for large staging area; construction of coffer dams and diversion system during construction; protection of the environment as well as neighbouring tourism industry and other related business in the area.

1.5 Program of Work Schedule Milestones

Table 1: Project Milestones

Milestones (Month/Year)	Start	Complete
Design Phase Support	08/2017	04/2018
Construction Phase Support	08/2017	12/2019

These dates are subject to change and may be adjusted according to contracting and expenditure authorities.

1.6 Health and Safety

1.6.1 Regulations

Public Works and Government Services Canada (PWGSC) is committed to public, employee and worker health and safety on all its projects. An important element of PWGSC's Project Health and Safety requirements is to ensure that the work activities performed by all participants including contractors complies with all health and safety Acts, Codes and Regulations in force at the time of the work. Although the contractors are responsible, both legally and under their respective contracts, for compliance with the Acts, Codes and Regulations, PWGSC provides oversight through review of various

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site-specific Health and Safety Plans and undertakes routine site inspections and audits as provided for in the various contracts.

While the Federal Government is not formally subject to jurisdictions at other levels of government PWGSC is committed to working jointly with provincial and territorial authorities in order to address the health and safety on construction sites. Although the work will be carried out on federal properties, contractor and its workers are not considered federal employees and fall under provincial jurisdiction. Acts, Codes and Regulations of both federal and provincial authorities identified herein as having jurisdiction must be observed and complied with.

- In areas of conflict between Acts, Codes and Regulations, the most stringent requirements will apply.
- In case of conflict between authorities, the H&S Contractor may be required to assist PWGSC in resolving the conflict with the applicable authorities.
- PWGSC will consult with PCA on matters dictated by their jurisdictional and/or operational requirements.

1.6.1.1 Regulatory References

The following listing of Acts, Regulations, and Codes relating to health and safety apply to work undertaken at the various sites related to construction contracts is provided for information only:

1. Canada Labour Code, Part II (federal employers only)
2. Transportation of Dangerous Goods Act
3. Hazardous products Act
 - a) Controlled products Regulations
4. National Building Code 2010
5. National Fire Code 2010;
6. Ontario Occupational Health and Safety Act ;
 - a) Construction Projects: O. Reg 213/91 as amended
 - b) Designated Substances: O.Reg 490/09 as amended
 - c) Control of Exposure to Biological or Chemical Agents; Reg 833
 - d) Workplace Hazardous Material Information System; Reg 860
7. Workplace Safety and Insurance Act, 1997

There may be other Acts, Regulations, Codes and Standards which may apply to specific aspects of the work. The latest amendment or revision applies in all cases.

1.6.2 Health and Safety Management on Projects

PWGSC tender documents for construction contain sections intended to ensure compliance with the requirements of Legislation. Two PWGSC documents, *Directive on Construction Occupational Health and Safety (007-2)* and *Standard on Construction Occupational Health and Safety*, provide instructions for meeting various construction safety legislative requirements and the information and procedures required to implement the Directive and Standard. These documents are available at:

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<http://gcintranet.tpsgc-pwgsc.gc.ca/pm-dp/politique-policy/p007-2-eng.html>, and

<http://intranet.tpsgc-pwgsc.gc.ca/rh-hr/mieuxetre-wellness/sante-health/norme-standard/construction-securite-safety-eng.html>

During the site investigations and construction phases, firms (Construction Managers and/or General Contractors) retained to provide construction services will be required, by contract, to undertake the role of 'Constructor' as defined under the Ontario Occupational Health and Safety Act. Among other responsibilities, the Constructor will develop site-specific Health and Safety Plans, emergency response plans, noise and dust management plans, perform site-specific hazard assessments related to the contract scope and methods of work, administer site-specific safety plans, schedule and administer health and safety meetings, comply with all Acts, Regulations, Codes, standards and project specific plans to ensure safe operation at their work site(s). Each construction site will have one designated Constructor.

The Prime Consultants retained by PWGSC will be assisting the Departmental Representative with administering the construction contracts and inspecting the works for compliance with specifications (including site health and safety) and design intent.

1.7 Confidentiality

All documents provided by PWGSC and PCA for the purpose of this assignment or produced by the H&S Contractor during the performance of the assignment are to be considered confidential and are not to be used, shared or distributed by the H&S Contractor or any firms or persons engage by the H&S Contractor for any purpose other than the work under contract. This requirement will continue to apply after completion or termination of the contract for any reason.

2. Project Administration

2.1 Roles and Responsibilities

2.1.1 PWGSC

PWGSC administers the project on behalf of Canada and exercises continuing control over the project during all phases of development. This project is to be organized, managed and implemented in a collaborative manner. Under the leadership of the Departmental Representative, all team members are responsible for establishing and maintaining a professional and cordial relationship.

2.1.1.1 Departmental Representative

The PWGSC Project Manager assigned to each project is the Departmental Representative (DR). The DR is the overall Project Technical Authority, providing direction to the H&S Contractor in all project matters. The DR will coordinate with the Design/Prime Consultant, the Constructor, the Project Team, the technical Resource Team and PCA to ensure the H&S Contractor is provided with all required information in a timely manner.

The DR may assign others to provide project management support to PWGSC during the life of the project.

2.1.1.2 PWGSC Contracting Authority

The PWGSC Contracting Authority (Real Property Contracting [RPC]) is responsible for the establishment and management of the H&S Contractor's agreement including Contract Amendments, and any contractual issues related to it.

2.1.1.3 Regional Health and Safety Coordinator

The PWGSC Manager is responsible for management of the overall regional construction health and safety program. Regional Health and Safety Coordinator provides direction on all issues related to the interpretation of PWGSC health and safety policy instruments.

2.1.2 Client Department

Parks Canada Agency (PCA) is the Client Department for this project, and will participate and provide input to deliverable reviews and acceptance processes. PCA will work closely with the Departmental Representative to define the project requirements, facilitate access to the site and support the Project Team.

2.1.3 H&S Contractor

The H&S Contractor will be the firm contracted directly with and report to PWGSC providing professional services related to construction health and safety as defined in this Statement of Work.

2.1.4 Design and Prime Consultants

Design and Prime Consultants will be contracted directly with PWGSC on various projects to develop the design, prepare construction documents and attend the sites to verify that construction proceeds and is complete in accordance to design intent. The Design Consultants will provide design services only whereas the Prime Consultants may provide design services as well as PWGSC support during construction including administrative support and design compliance verification.

2.1.5 Construction Managers

Construction Managers will be contracted directly with PWGSC on various projects to provide services to PWGSC as follows:

- Subject Matter Expertise – constructability feedback, and construction input during the design phase;
- Construction Contracting Authority during the tender phase for construction services;
- Development of site specific Construction Health and Safety Plans applicable all personnel attending the site; and
- Acting as General Contractor and Constructor during the site investigations, construction and post-construction phases.

2.1.6 General Contractors, Contractors and Subcontractors

General Contractors, construction contractors and subcontractors will be contracted directly with PWGSC or with the Construction Manager to undertake construction work at the various sites in compliance with construction documents prepared by the Design and/or Prime Consultants.

2.1.7 Constructors

The Constructors are the contractors assigned to have care and custody of each of the various construction sites. The Construction Managers, where employed, will be designated the Constructor at their respective sites. Where there is no Construction Manager the General Contractors will be designated the Constructors at their respective sites.

3. Required Services

3.1 General

The scope of the work defined herein is primarily a construction site health and safety quality assurance assignment on behalf of PWGSC for the Ontario Waterways Rehabilitation Program generally including: provision of subject matter expertise on health and safety for a major, multi-facet construction project involving marine and heavy civil works; provision of input and coordination during development of health and safety documentation; participation in the review and recommendations for improvements and updates of health and safety plans prepared by others; performance of site inspections, reviews and audits to confirm compliance; interface with authorities having jurisdiction on behalf of PWGSC; and comprehensive documentation of health and safety efforts, events, records and discussions.

The H&S Contractor must:

1. Assign and make available qualified personnel for the duration of the Work;
2. Ensure assigned personnel have the authority to take decisions on behalf of the H&S Contractor;
3. Ensure continuity of assigned personnel; and
4. Ensure that assigned personnel:
 - a) Have an in-depth understanding of the project requirements and comprehensive knowledge of the services to be provided under the contract;
 - b) Work constructively to ensure a collaborative and cooperative team approach with knowledgeable and timely input and contribution;
 - c) Undertake the defined services in a professional and timely manner and complete the Work according to the timelines provided herein and adjusted from time to time as mutually agreed with the Departmental Representative;
 - d) Prepare and submit deliverables compliant with all applicable regulatory requirements, PWGSC standards and requests and specifications as provided in the reference documents; and
 - e) Become familiar with all related project documentation.

3.2 Resource Requirements

The H&S Contractor must assign suitably qualified and experienced personnel with appropriate range of qualifications and experience to undertake and complete the assignment detailed herein. The following list is provided for reference only and is not to be considered 'all-inclusive'. The H&S Contractor will establish the expertise and experience necessary to complete the assignment based on the information provided herein.

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1. One (1) only Senior Construction Health and Safety Subject Matter Expert;
and
2. Three (3) Construction Site Health and Safety Inspectors.

The H&S Contractor and staff will not be required to undertake or review engineering calculations, validate designs or carryout field testing of any installations, permanent or temporary. However, where design could affect construction or public health and safety, the H&S Contractor may make recommendations to PWGSC that these actions be undertaken by others. PWGSC will determine if such actions are warranted.

The H&S Contractor assigned personnel must meet the following requirements:

1. Be familiar with out-side heavy civil construction work;
2. Be able and available to travel between Project sites (and possibly to different regions of Ontario) as required;
3. Hold a valid driver's license;
4. Have at their disposal a vehicle;
5. Have at their disposal the tools and carry with them all the personal protective equipment required for their particular duties;
6. Be capable of climbing up and down ladders or scaffolding;
7. Be qualified and physically capable of entering confined and very restricted spaces;
8. Have at their disposal a digital camera and know how to use it effectively;
9. Be conversant with and able to efficiently develop, deliver, and archive documents in MS Office programs;
10. Have daily access to an electronic e-mail service and know how to transmit documents and digital images (such as photographs and videos);
11. Have access to means of a facsimile transmission;
12. Have a cellular telephone at their disposal at all times during the performance of their duties and able to send/receive e-mail communication; and
13. Be fully fluent in the English language including verbal and written communications, report writing and document review.

3.2.1 Senior Construction Health and Safety Professional

The Senior Construction Health and Safety Professional is responsible for:

1. Assigning personnel as necessary to fulfil the requirements detailed in this Statement of Work;
2. Managing assigned personnel and administering the contract;
3. Preparing and submitting reports,
4. Reviewing and commenting on tendering documents as these relate to construction health and safety,
5. Providing comments and recommendations associated with construction health and safety, and

6. Advising the PWGSC Departmental Representative, and the Regional Health and Safety Coordinator on construction health and safety matters related to the project.

3.2.2 Construction Site Health and Safety Inspectors

The Construction Health and Safety Inspectors are to visit the sites, attend meetings and provide all day-to-day requirements as requested by the Departmental Representative and Regional Health and Safety Coordinator. The person providing site health and safety inspections must be authorized to work directly with the Departmental Representative in dealing with all health and safety issues arising during the performance of the work.

The various construction sites are distributed along the Rideau Canal and the Trent Severn Waterway as detailed in Section 1.4.1 and 1.4.2 respectively. The Construction Health and Safety Inspectors are to be assigned by the H&S Contractor in collaboration with the Departmental Representative to comply with the site visit and inspection requirements while maximizing effectiveness.

3.3 Communications

3.3.1 Lines of Communications

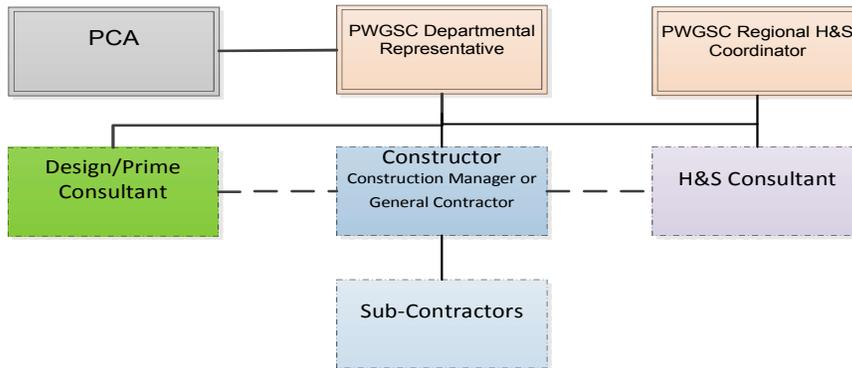
Direct communications between and within the project team is encouraged; however, all formal correspondence related to this project is to be directed as noted below.

- All communications must carry a contract identifier (name/number/site), PWGSC Project title and PWGSC Project number. The date format will be yy-mmm-dd.
- The H&S Contractor is to correspond only with the Department Representative on contractual matters.
- The H&S Contractor is to communicate with the Departmental Representative and the PWGSC Regional Health and Safety Coordinator on health and safety related site-specific assignments and issues.
- The H&S Contractor or his assigned staff must not direct, take direction from, or copy correspondence directly with other parties including the Constructor, contractors and subcontractors, the design consultants, the public, agencies having jurisdiction, or any other parties regarding project issues unless directed and authorized to do so in writing by the Department Representative. If approached in this regard, the H&S Contractor must politely and respectfully direct all inquiries to the Departmental Representative and/or Regional Health and Safety Coordinator.

Written communications with the Constructor on health and safety issues must be pre-authorized by the Departmental Representative and would typically involve inspection reports, meeting minutes and follow up correspondence. All correspondence must be copied to the Departmental Representative.

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Following is a simplified flow chart illustrating the organizational relationships on a “per project basis” in relation to health and safety monitoring and reporting. Each project will have a similar structure.



3.3.2 Media Relations

The Departmental Representative will manage all external communications related to the Work and/or the Project. To maintain consistency and accurate information sharing purposes, the H&S Contractor must ensure that no one including staff, sub-consultants, suppliers or other related staff and/or persons communicate with anyone external to the project, including stakeholders, project site neighbors, special interest individuals and/or groups, and the media, unless instructed to do so by the Departmental Representative. If contacted by reporters or others, the H&S Contractor must refer them to the Departmental Representative immediately. The H&S Contractor must not share, distribute, post/publish or agree to have published for marketing or any other reason information on or related to this Project without the prior written approval of the Departmental Representative.

3.3.3 Public Relations

The construction work will be undertaken in close proximity to the public use of the waterways and associated facilities. The public may also have a general interest in the Work and ask for information related to the Work.

The H&S Contractor is to work hand-in-hand with the Departmental Representative, the Design/Prime Consultants and Constructor in all matters dealing with public relations. All dealings with the public will be professional and courteous. Any actual, perceived or anticipated conflicts are to be brought to the attention of the Departmental Representative in a timely manner and the H&S Contractor is to make themselves available for discussion and resolution.

3.4 Acceptance of Deliverables

The H&S Contractor must obtain the Departmental Representative's acceptance of all required deliverables. Acceptance by the Departmental Representative is based on a general review of the deliverable, confirmation that it meets the intent of the requirements and is in compliance with the Statement of Work. Acceptance by the Departmental Representative does not relieve the Contractor of full responsibility for the deliverable. The Departmental Representative reserves the right to revisit the deliverable should there be cause to do so. Acceptance does not prohibit rejection of work, which is determined to be unsatisfactory at later stages of review.

3.5 Meetings

It is anticipated that the projects and project phases will overlap such that there will be periods when two and sometimes three series of regular bi-weekly meetings occur, including, but not limited to:

1. Project meetings;
2. Design meetings; and
3. Construction meetings.

Every effort will be made to coordinate meeting schedules to minimize disruption and costs. Meetings may also be held through teleconferencing at the discretion of the Departmental Representative. The meetings will typically consist of the Departmental Representative, the Consultant, the Constructor, the Client representative (PCA) and other invitees including specialist consultants, subcontractors and operational personnel as determined by the Departmental Representative.

The H&S Contractor and staff will attend Project and Design meetings by invitation only by the Respective PWGSC Project Managers (DR).

The H&S Contractor must attend all construction meetings and be prepared to report, advise on and discuss site health and safety matters on behalf of PWGSC.

3.6 Response Time

Assigned H&S Contractor staff must be available to attend meetings, appear at the sites and respond to inquiries promptly. The appropriate assigned personnel will be determined based on the meeting requirements and as agreed with the Department Representative. Response time will vary depending on the project phase generally as defined below. When time measurement is expressed in days it means working days excluding holidays and weekends. Response time on weekends and holidays are to be established at the time weekend work is pre-authorized.

3.6.1 Design Phases:

1. Attend meetings to discuss and advise on construction health and safety issues on an as required basis with a two-day notice;

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2. Review and advise on the Constructor's' Site Specific Health and Safety Plans within 5 days of receipt; and
3. Respond to PWGSC Departmental Representative queries on health and safety matters within 24 hours.

3.6.2 Construction Phase:

1. Attend meetings to discuss and advise on construction health and safety issues on an as required basis with one day notice;
2. Report onsite inspections/audits within 48 hours;
3. Respond to and attend sites on emergency call-ups related to health and safety within 4 hours during working hours; and
4. Situations or conditions which are considered of eminent threat to life and limb are to be reported to the PWGSC Departmental Representative and/or the Regional Health and Safety Coordinator (whomever is available) immediately by telephone followed up in writing.

3.7 Orientation Session

The PWGSC Department Representative will convene project and site orientation sessions to clarify the project stakeholders' roles and responsibilities as well as H&S Contractor's responsibilities under the contract and give a full explanation of the Department's Project commitments and responsibilities related to health and safety. The orientation sessions will be attended by the H&S Contractor's assigned project Health and Safety Inspector. Typically this session will be form part of the pre-construction meeting with the Constructor.

3.8 Interpretation of the Contract Documents

Interpretation and enforcement of contracts including Design Briefs, Terms of Reference and/or Scopes of Work is the responsibility of the Departmental Representative. Although the H&S Contractor may engage in discussions regarding health and safety requirements under the various contracts they are not to advise anyone other than PWGSC as to appropriate interpretation. Under no circumstances is the H&S Contractor to direct or recommend action directly to the Constructor and/or subcontractors.

The H&S Contractor may be asked to provide the Departmental Representative with information or advice on interpretation or meaning of health and safety wording in these documents. That advice and/or interpretation is to be provided to PWGSC only.

3.9 Changes in the Work

The H&S Contractor and staff must not authorize, direct, or give orders to the Design/Prime Consultant, Constructor and/or subcontractors under any circumstances other than conditions identified under Immediate and Emergency Response above regardless of cost, schedule and quality impacts.

The H&S Contractor and staff may be asked by the Departmental Representative to review work change notices and provide comment with regards to health and safety impacts or requirements. The H&S Contractor may also be asked to review and comment on the Constructor's claims for additional compensation due to changes to or on health and safety requirements.

3.10 Tasks and Deliverables

The H&S Contractor and staff's tasks and deliverables are subject to the directions provided by the Departmental Representative and the Regional health and Safety Coordinator may vary from project to project based on site conditions and nature of the work. The following is a general listing of requirements during each phase of the projects which are to be reviewed with the Departmental Representative during project initiation.

3.10.1 Design Phase

3.10.1.1 Tasks

1. Discuss with the Departmental Representative the tasks and deliverables to be undertaken by the H&S Contractor during the specific project and adjust the scope as may be appropriate;
2. Become familiar with the projects, review available documentation and applicable Acts and Regulations and come to a full understanding of the project objectives and requirements as they relate to health and safety;
3. Advise the Departmental Representative of any recent or pending changes to the applicable Acts, Regulations and Codes and recommend adjustments to the existing Health and Safety Plans to comply with such changes;
4. Advise the Departmental Representative in the preparation of work plans to ensure that there is no overlapping of work within the same place and time by more than one contractor with the intent of defining the Constructor 'care and custody' requirement;
5. Prepare site specific health and safety plan(s) for H&S Contractor staff
6. Prepare a site-specific health and safety inspection and audit plan specifying the site inspection schedule, extent of the site investigations and observations, documentation and reporting of findings. The Plan is to provide the reporting format, checklists and other pertinent information.
7. Participate in review and analysis the Constructor's Site Specific Health and Safety Plan (SSHSP) and provide written recommendations to Departmental Representative;
8. Provide subject matter expertise addressing specific health and safety issues associated with construction work as may be requested by the Departmental Representative;
9. Participate in hazard assessments and make recommendations were required..

10. Review the completed tender and construction documents including sections specifically addressing construction health and safety to ensure that construction health and safety requirements have been adequately address and make recommendations as may be deemed necessary.

3.10.1.2 Deliverables

Specific deliverables during the Design Phase include:

1. Site-specific health and safety inspection and audit plan;
2. Site-specific health and safety plan(s)
3. Written comments on proposed Constructor's SSHSP;
4. Written confirmation of any discussions, recommendations and advice as may be requested by the Departmental Representative;
5. Attendance at meetings as requested by the Departmental Representative; and
6. Written comments and recommendations on tender documents related to construction health and safety.

3.10.2 Construction Phase

3.10.2.1 Tasks

1. Attend the pre-construction meeting with the Constructor and present the PWGSC and PCA objectives and requirements related to construction health and safety and explain the H&S Contractor's role;
2. Attend and participate in the initial Constructor's health and safety orientation sessions. This does not include refresher sessions nor 'tool box' meetings unless they are part of an inspection or audit;
3. Attend all onsite construction meetings addressing health and safety matters on behalf of PWGSC. Note that the Constructor is responsible for site health and safety and that the H&S Contractor is not to undermine that responsibility;
4. Undertake specific health and safety inspections/reviews of active construction sites. It is anticipated that each active site is to be visited on a weekly basis subject to specific planned construction activities with one to three hours duration at each. Project specific requirements are to be finalized with the Departmental Representative;
5. Undertake unannounced site visits as may be appropriate to confirm Constructor compliance with SSHSP;
6. Undertake health and safety audits at active construction sites to evaluate the Constructor's health and safety performance (including all subcontractors, suppliers, consultants and any other site personnel), and compliance with the health and safety component of the contract specifications and applicable

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legislation. The audit is to include specific observation, review of the Constructor's health and safety documentation, training efforts, operational practices, and attention to health and safety initiatives. The audit is to be more comprehensive than the normal site health and safety inspections/reviews identified in articles 4 and 5 above;

7. At the Departmental Representative's request, undertake an audit of health and safety performance of a specified portion or portions of the program of work including specific observation(s), with documentation, general findings, and recommendations as may be required;
8. Follow-up on the Constructor's investigations of events, incidents and accidents;
9. Review notices/orders issued by authorities having jurisdiction (OMOL) to the Constructor and follow-up on compliance efforts. Note that the Constructor is responsible for undertaking required action and OMOL is responsible for following up on their orders and notices. The H&S Contractor's role is to monitor, remind and document as may be appropriate;
10. Following-up to resolution and thorough documentation of event, incident and/or accident investigations. As noted above the H&S Contractor's role is to monitor and document;
11. Assist and advise the Department Representative and the Regional Health and Safety Coordinator with liaison and communication with federal and provincial authorities having jurisdiction at the workplace as may be required. Note that the Constructor is primarily accountable to the authorities having jurisdiction and the H&S Contractor has to respect that role; and
12. Ensuring and maintaining overall project documentation and records on project implementation health and safety matters attended to under this contract including copies of all reports, photographs, field notes, correspondence, etc.

3.10.2.2 Deliverables

Specific deliverables during the Construction Phase include:

1. Written review comments on construction meeting minutes as may be appropriate;
2. Written comments on the Constructor's health and safety orientation sessions as may be appropriate;
3. Provide a written report, Site Visit and Activities Inspection Report, on each inspection (with sketches/photographs) and transmit electronically to the respective PWGSC Project Manager and to the PWGSC Regional Health and Safety Coordinator;
4. Prepare a written report of each audit and deliver to the Departmental Representative and the Regional Health and Safety Coordinator;

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5. Provide a written report of audits of the health and safety performance of specified portion or portions of the program requested by the Departmental Representative;
6. Provide a written report of health and safety investigations, Notices/Orders to comply, charges or other specific health and safety incidences including:
 - a. Background;
 - b. Nature of the incident;
 - c. Details of the investigation;
 - d. Copies of documentation;
 - e. Response;
 - f. Resolution; and
 - g. Lessons learned.
7. Provide a monthly report summarizing the month's activities, findings, warnings and recommendations. The monthly report is to provide an estimate of site hours during construction, number of incidents, lost time injuries by month all as observed and reported by the Constructor and cumulative with site-by-site comparisons and industry frequency rates for heavy civil work.
8. Document all interaction with federal and provincial authorities clearly identifying the issue and resolution; and
9. Provide written observations/evaluation of the Constructor's health and safety performance on the project.

It is recognized that much of the report data required is subject to timely and accurate input from the Constructors. The H&S Contractor is to advise the Departmental Representative if such information is tardy or if there is reason to doubt its validity.

3.10.3 Post Construction Phase

3.10.3.1 Tasks

1. Assist Departmental Representative in completing evaluation of Constructors' performance with regards to occupational health and safety on their projects; and
2. Attend Post Construction meetings as may be requested and be prepared to address site occupational health and safety incidents, issues and concerns focusing on lessons learned.

3.10.3.2 Deliverables

1. A certified true copy of the field logs are to be provided to the Departmental Representative at the end of each project, end of contract, or in the interim - at the request of the Departmental Representative; and
2. Prepare and deliver a comprehensive file of all project health and safety documentation to the Departmental Representative.

3.11 Immediate and Emergency Response

The H&S Contractor and staff must recognize that the Constructor has responsibility for the health and safety of all personnel on the designated construction site. The H&S Contractor must not act independently of the Constructor unless that is the last remaining option.

In the event the H&S Contractor and/or staff becomes aware of a condition or situation arising on the project which could pose a hazard to the health or safety of workers, the public or any other party granted access to the site, the H&S Contractor and staff is to ensure that:

1. The details concerning the hazard are relayed immediately by phone with follow up email to the Constructor, the Departmental Representative and the Regional Health and Safety Coordinator, and
2. The necessary changes are implemented in a timely manner as authorized by the Constructor, the Departmental Representative and/or the Regional Health and Safety Coordinator to assure the health and safety of those potentially exposed; or
3. The Departmental Representative and Regional Health and Safety Coordinator are advised where resolution of the situation is not achieved or authorized changes are not timely implemented.

3.11.1 Emergency Situations

In case of emergencies where, in the opinion of the H&S Contractor and/or staff, there is immediate threat to life or limb and the Constructor does not take appropriate action, the H&S Contractor is empowered to stop the affected work, or give orders to protect the health and safety of individuals involved in the work. This action is to be immediately reported by phone with follow up email to the Departmental Representative and the Regional Health and Safety Coordinator providing all necessary details including action taken.

The H&S Contractor and staff must:

1. Instruct the Constructor and persons involved with the work to stop the activities which are in question and immediately advise the Departmental Representative and Regional Health and Safety Coordinator by phone and e-mail;
2. Instruct the workers to make the immediate area safe if in so doing there is no additional health and safety risk to the workers;
3. Have the area in question cordoned off and posted as restricted;
4. Remain at the scene until a responsible and authorized Constructor supervisor is available, accepts responsibility and commits to taking appropriate action;
5. Document the action in a written Stop Work Order, provide a copy to the Constructor, and post a copy immediately adjacent to the work in question or, if not feasible, in a conspicuous location (safety board). The Stop Work Order is to

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clearly detail the reason for the stoppage, define the extent of the stoppage and identify the persons affected. The Stop Work Order is not to provide recommendations or direct remedial action. A Stop Work Order may only be removed in writing by the person issuing it; and

6. Document the situation, actions taken and personnel involved in a field report for the project file.

The Constructor is responsible for advising the authorities in the case of regulatory infractions, lost time injuries, fatalities and/or damages to property.

The Constructor is responsible for determining and implementing remedial action and obtaining a release of the Stop Work Order.

3.12 Project Documentation

The H&S Contractor and staff is required to submit documentation as listed below and is responsible and accountable for the quality and timely delivery of these documents.

1. Site Specific Health and Safety Plan for staff compliant with PWGSC and Constructor requirements;
2. A report on each inspection (with sketches/photographs) and transmit electronically to the respective PWGSC Project Manager (DR);
3. A report of each audit and deliver to the respective PWGSC Project Managers (DR);
4. A report providing comments and recommendations following reviews of Constructor's site specific Health and safety Plans;
5. A monthly report summarizing the month's activities, findings, warnings and recommendations. The monthly report is to provide an estimate of site hours during construction, number of incidents, lost time injuries by month and cumulative with site-by-site comparisons and industry frequency rates for heavy civil work.
6. A close out report at end of each project summarizing health and safety events, findings, lessons learned and recommendations

3.12.1 Site Visit and Activities Inspection Report

A Site Visit and Activities Inspection Report must be prepared and submitted to the Departmental Representative by the H&S Contractor and staff after each site visit within 24 hours of the visit containing the following information when available:

1. Consulting or construction contact name and site identification;
2. Date and time of site visit;
3. Names and company affiliation of other persons accompanying/attending the site visit;
4. Weather conditions at the time;
5. Site conditions;
6. Major activities being carried out;

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7. A copy of the safety checklist used during the inspection;
8. Activities in non-compliance of construction and/or public health and safety requirements, if any;
9. Particulars of real or potential hazards observed; and what actions were taken or need to be taken;
10. Outstanding issues not corrected since last visit;
11. Reference to Notices or Orders issued to contractors by authorities having jurisdiction;
12. Re-cap of accidents or incidents on site;
13. A running total of total construction hours work including all site personnel as provided by the Constructor;
14. Approximate daily head count by major trade or activity (labourers, carpenters, equipment operators, etc...);
15. Any project team, including Design/Prime Consultant, Constructor or contractor activities that merit recognition for health and safety performance; and
16. Recommendations for additional action with recommended responsibility and proposed timeline.

All reports must be accompanied by sketches and/or photographs illustrating any observation or site conditions noted.

3.12.2 Construction Site Health and Safety Audit Reports

A Site Health and Safety Audit Report must be prepared and submitted to the Departmental Representative after each requested audit within 10 days of completion of the audit. The audit format and content is to be developed by the H&S Contractor providing a comprehensive picture of the health and safety performance on the site or sites. The audit is to include a review of the Constructor's health and safety documentation, training programs, on site health and safety activities including site inspections, workings of joint health and safety committees and any other factors which may influence health and safety performance.

3.12.3 Program of Work Health and Safety Performance Audit

When requested to perform such audit, a Health and Safety Performance Audit Report is to be issued for the program of projects audited. The Report is to be submitted to the Departmental Representative (or the PWGSC Regional Health and Safety Coordinator if directed to do so by the DR) within 15 days of completion of the audit. The audit format and content is to be developed by the H&S Contractor in consultation with PWGSC when requested to undertake an audit providing a comprehensive picture of the health and safety performance on the designated projects.

3.12.4 Project Log

The H&S Contractor and staff must keep running project logs (per project and site) which should include but not be limited to:

1. All conversations related to construction health and safety with the Design/Prime consultant(s) and/or Constructor(s);
2. Activities and major work being done at time of site visits;
3. Details of any activities observed not to be in compliance with the Site Specific Health and Safety Plan, any actions taken as a result and recommendations;
4. Any stoppage of work due to construction and/or public health and safety considerations, actions taken and follow up;
5. Unusual site conditions which could impact on construction and/or public health and safety;
6. Construction and/or public health and safety situations or events observed or referenced by site personnel as well as accidents, near misses or incidents reported and/or investigated;
7. Life safety or hazardous conditions caused by the work, the Constructor or his agents;
8. Any identified potential construction and/or public health and safety conditions and mitigating actions;
9. Reports made to, or received from provincial or federal authorities;
10. Relevant discussions with federal, provincial, municipal or other authorities with regards to the project, and
11. Record of meeting and discussions regarding construction and/or public health and safety with the Departmental Representative, the Regional Health and Safety Coordinator, and any other stakeholders, action taken and recommendations.