INVITATION TO TENDER

Hay Storage Building – Design Build Canadian Pari-Mutuel Agency Jerseyville, ON L0R 1R0

Contracting Authority

Desta Kissack, Senior Contracting Officer Agriculture and Agri-Food Canada Western Service Centre 4-303 Main Street Winnipeg, MB R3C 3G7

Telephone: 204-583-8127

E-mail address: desta.kissack@agr.gc.ca

TABLE OF CONTENTS

SPECIA	L INSTRUCTIONS TO BIDDERS (SI)	3
SI01	BID DOCUMENTS	3
SI02	ENQUIRIES DURING THE SOLICITATION PERIOD	3
SI03	OPTIONAL SITE VISIT	3
SI04	REVISION OF BID	3
SI05	BID SECURITY REQUIREMENTS	4
SI06	SUBMISSION OF BID	4
SI07	BID RESULTS	5
SI08	INSUFFICIENT FUNDING	6
SI09	BID VALIDITY PERIOD	6
SI10	RIGHTS OF CANADA	6
SI12	BID CHALLENGE AND RECOURSE MECHANISMS	6
SI13	WEB SITES	7
R2710T	GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES	8
SUBMIS	SION REQUIREMENTS AND EVALUATION (SRE'S)	9
	ACT DOCUMENTS (CD)	
SUPPLE	MENTARY CONDITIONS (SC)	26
SC01	SECURITY CLEARANCE REQUIREMENTS, DOCUMENT SAFEGUARDING	26
	LIMITATION OF LIABILITY	
SC03	INSURANCE TERMS	26
	TYPES AND AMOUNTS OF CONTRACT SECURITY	
BID AND	ACCEPTANCE FORM (BA)	28
BA01	IDENTIFICATION	28
	LEGAL NAME AND ADDRESS OF BIDDER	
BA03	THE OFFER	28
BA04	BID VALIDITY PERIOD	28
BA05	ACCEPTANCE AND CONTRACT	28
BA06	CONSTRUCTION TIME	28
BA07	BID SECURITY	28
BA08	SIGNATURE	28
APPEN	DIX 1 – INTEGRITY PROVISIONS	29
ANNEX	B - CERTIFICATE OF INSURANCE	30
ANNEX	C – TERMS OF REFERENCE	32
ANNEX	D - MITIGATION	46

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 BID DOCUMENTS

- 1. The following are the Bid Documents:
 - a. Invitation to Tender Page 1;
 - b. Special Instructions to Bidders:
 - c. General Instructions Construction Services Bid Security Requirements R2710T (2022-12-01) Subsection GI16 Performance Evaluation:

Delete: in its entirety

Insert: GI16 intentionally left blank

- d. Clauses & Conditions identified in "Contract Documents";
- e. Drawings and Specifications;
- f. Bid and Acceptance Form and related Appendix(s); and
- g. Any amendment issued prior to solicitation closing.

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

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

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

- Enquiries regarding this bid must be submitted in writing to the Contracting Authority named on the Invitation to Tender Page 1 at e-mail address Desta.kissack@agr.gc.ca and aafc.wscprocurement-csoapprovisionnement.aac@agr.gc.ca. Except for the approval of alternative materials as described in GI15 of R2710, enquiries should be received no later than 5 business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
- 2. To ensure consistency and quality of the information provided to Bidders, the Contracting Authority will examine the content of the enquiry and will decide whether to issue an amendment.
- 3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1. Above. Failure to comply with this requirement may result in the bid being declared non- compliant.

SI03 OPTIONAL SITE VISIT

 There will be a site visit on June 14, 2023, at 10:00 AM (EST). Interested bidders are to meet at 115 Sunnyridge Road, Jerseyville, Ontario.
 Site Contact – Pamela Sinclair - 226-387-2953, pamela.sinclair@AGR.GC.CA

SI04 REVISION OF BID

Delete in its entirety and replace with:

Section GI10 of R2710T is replaced by the following;

1. A bid submitted in accordance with these instructions may be revised by CPC Connect <u>aafc.procbidreceiving-receptiondesoumissionaprov.aac@agr.gc.ca</u> or <u>via email to the contracting authority</u> identified on page 1 of the solicitation package, provided the revision is received at the office designated for the receipt of bids, on or before the date and time set for the closing of the solicitation. The revision shall be on the Bidder's letterhead or bear a signature that identifies the Bidder.

- 2. A revision to a bid that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
- 3. Multiple revisions to a bid must clearly identify the sequence of the revisions (i.e. Bid revision #1; Bid revision #2, etc.)
- 4. Failure to comply with any of the above provisions may result in the rejection of the non-compliant revision(s) only. The bid shall be evaluated based on the original bid submitted and all other compliant revision(s).
- 5. For revised bids transmitted by CPC Connect service or e-mail, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the CPC Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the CPC Connect service.

SI05 BID SECURITY REQUIREMENTS

R2710T - General Instructions - Construction Services - Bid Security Requirements is modified as follow:

Delete GI08.2 and replace with the following:

- 2. A bid bond (form <u>PWGSC-TPSGC 504</u>) shall be in an approved form, properly completed, with valid and enforceable signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, <u>Acceptable Bonding Companies</u>.
- 2.1 A bid bond may be submitted in an electronic format (Electronic Bonding (E-Bond)) if it meets the following criteria:
 - a. The version submitted by the Bidder must be an electronic encrypted file with embedded digital certificate verifiable by Canada with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
 - b. The version submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file, allowable format pdf.
 - c. The verification may be conducted by Canada immediately or at any time during the life of the Bond and at the discretion of Canada.
 - d. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 2.1.a.
 - e. Submitting copies (non-original, non-verifiable or scanned copy) of signed and sealed bid bond are not acceptable. Failure to submit an original or verifiable bond will render the bid non-compliant. Noncompliant bids will be given no further consideration. A scanned copy of a bond does not constitute a digital bond.
- 2.2 Bonds failing the verification process will NOT be considered valid.
- 2.3 Bonds passing the verification process will be treated as original and authentic.

SI06 SUBMISSION OF BID

Delete in its entirety and replace with:

Section GI09 of R2710T is modified by the following:

Insert the following text under subparagraph 4.

5. Electronic Bid Submission by Canada Post Corporation (CPC) Connect service

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the CPC Connect service provided by Canada Post Corporation.
- b. The only acceptable email address to use with CPC Connect for responses to bid solicitations issued by AAFC is aafc.procbidreceiving-receptiondesoumissionaprov.aac@agr.gc.ca

Note: Bids emailed directly to this email address will be rejected and deemed non-compliant. This email address is to be used to open a CPC Connect conversation, as detailed in c., or to send proposals through a CPC Connect message if the Bidder is using its own licensing agreement for CPC Connect.

- c. To submit a bid using CPC Connect service, the Bidder must either:
 - i. send directly its bid only to the AAFC Bid Receiving Unit, using its own licensing agreement for CPC Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, <u>at least six business days prior to the solicitation closing date and time</u>, (in order to ensure a response), an email that includes the bid solicitation number to the AAFC Bid Receiving Unit requesting to open an CPC Connect conversation. Requests to open a CPC Connect conversation received after that time may not be answered.
- d. If the Bidder sends an email requesting CPC Connect service to the Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate a CPC Connect conversation. The CPC Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- e. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the CPC Connect conversation open until at least thirty (30) business days after the solicitation closing date and time.
- f. The bid solicitation number should be identified in the CPC Connect message field of all electronic transfers.
- g. It should be noted that the use of CPC Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the CPC Connect service.
- h. For bids transmitted by CPC Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the CPC Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the CPC Connect service.
- i. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the CPC Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- j. Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in CPC Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the CPC Connect system.
- k. A bid transmitted by CPC Connect service constitutes the formal bid of the Bidder.
- I. Should a bidder not be able to use the available Connect platform to submit their bid, they must contact the Contracting Authority identified on page 1 of the solicitation package no later than seven (7) business days prior to bid closing to discuss an alternative submission method.

SI07 BID RESULTS

- 1. There will be no Public Opening for the purposes of this solicitation.
- 2. The responsive bid carrying the lowest price will be recommended for contract award.
- 3. Following solicitation closing, bid results may be obtained by e-mail a request to Nadine.hoedel@agr.gc.ca

SI08 INSUFFICIENT FUNDING

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

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid.

SI09 BID VALIDITY PERIOD

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

SI10 RIGHTS OF CANADA

- 1. Canada reserves the right to:
 - a. Reject any or all bids received in response to the bid solicitation;
 - b. Enter into negotiations with bidders on any or all aspects of their bids;
 - c. Accept any bid in whole or in part without negotiations;
 - d. Cancel the bid solicitation at any time;
 - e. Reissue the bid solicitation;
 - f. If no compliant bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and
 - g. Negotiate with the sole compliant Bidder to ensure best value to Canada.

SI11 SECURITY CLEARANCE REQUIREMENTS

There is no security requirement associated with the work.

SI12 BID CHALLENGE AND RECOURSE MECHANISMS

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

SI13 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appl

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

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

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

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

Labour and Material Payment Bond (form PWGWSC-TPSGC 506) http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf

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

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

Trade agreements

https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements

R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES

BID SECURITY REQUIREMENTS (GI) (2021-04-01)

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

https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2710T/23

- GI01 Integrity Provisions Bid
- GI02 Completion of Bid
- GI03 Identity or Legal Capacity of the Bidder
- GI04 Applicable Taxes
- GI05 Capital Development and Redevelopment Charges
- GI06 Registry and Pre-qualification of Floating Plant
- GI07 Listing of Subcontractors and Suppliers
- GI08 Bid Security Requirements
- GI09 Submission of Bid
- GI10 Revision of Bid
- GI11 Rejection of Bid
- GI12 Bid Costs
- GI13 Procurement Business Number
- GI14 Compliance with Applicable Laws
- GI15 Approval of Alternative Materials
- GI16 Performance Evaluation
- GI17 Conflict of Interest-Unfair Advantage
- GI18 Code of Conduct for Procurement—bid

SUBMISSION REQUIREMENTS AND EVALUATION (SRE'S)

SECTION 1: BID FORM AND CONTENT REQUIREMENTS

Canada is seeking bids specific to this project. The bid must demonstrate an analytical and creative response to the specific nature of the project as set out in the Terms of Reference.

The bid submission itself shall comprise two parts, Part 1 - Technical Portion and Part 2 - Price Portion.

Part 1 - "Technical Portion":

Contains the material necessary to represent the technical content of the bid called for in the Request for Proposal document (which includes the Terms of Reference), in a concise and comprehensive manner. It is to be organized as per the Technical Criteria detailed in Section 3 (below).

No reference to "PRICE" is to be included in the "TECHNICAL" portion of the submission

Part 2 - "Price Portion":

Contains the bid price to perform all required Work. Complete one copy only of the Bid and Acceptance Form with the bid security

Bidders should not submit promotional materials as part of their submissions and are strongly encouraged,

- a) not to submit information that is not required;
- b) to be succinct in their submissions;
- c) to mark each page of their submissions with page numbers.

The maximum number of pages (including text and graphics) for the Technical Portion is twenty (20) pages. Double-sided submissions are preferred. The following format should be implemented.

One (1) 'page' means one side of a sheet of paper - 8.5"x11" (metric equivalent A4)
Font size - minimum 10 pt Times New Roman or equal on all documents including charts etc. Margin widths - minimum 12 mm

The following are not part of the page limitation mentioned herein;

Covering letter
Table of Contents
Front page of the RFP
Front page of revision(s) to the RFP
Bid and Acceptance Form
Team Identification (Annex A)
Section Dividers not containing text

Bidder Identification, Certifications and Bid Security.

Consequence of non-compliance: any pages which extend beyond the above page limitation and any other attachments will be extracted from the bid and will not be forwarded to the Evaluation Board members for evaluation.

SECTION 2: SELECTION

Canada will evaluate the submissions received and such evaluation will be based on the following factors:

- a) compliance with the terms and conditions of this solicitation;
- b) the cost representing best value for a technically compliant bid to Canada for the Work;
- c) assessment of all technical documentation and information for technical compliance;

To be considered responsive, a submission must:

- a) meet all the mandatory requirements of this solicitation; and
- b) achieve a minimum total score of **70%** of the available points for the Technical Criteria specified. The technical rating is performed on a scale of 100 points.

Submissions not meeting (a) or (b) above will be given no further consideration. Only those responsive proposals achieving a minimum Total Technical Points rating of **70/100** will have their Bid Price Form opened and be eligible for further consideration.

The technically compliant proposal that obtains the highest combined rating of technical merit and price will be recommended for award of a contract. The evaluated price will be as identified in Bid and Acceptance Form.

The maximum possible Technical Points Rating is 60 while the maximum Financial Points Rating is 40. The Technical Points Rating is calculated by dividing to the total points achieved by the total points available and then multiplying that number by 60. The Financial Points Rating is calculated by giving full points to the lowest Phase Two Price Proposal and prorating all other compliant Price Proposals accordingly.

Example:

TABLE: EXAMPLE OF PROPOSALS SUBMISSIONS						
Proponent 1 Proponent 2 Proponent 3						
Total Technical Points Rating	70	80	75			
Price Proposal	\$51,000.00	\$55,000.00	\$50,000.00			

TABLE: EXAMPLE OF POINTS RATING						
	Technical Financial Points Overall Rati					
Proponent 1	70/100 x 60 = 42	*50/51 x 40 = 39.22	81.22			
Proponent 2	80/100 x 60 = 48	50/55 x 40 = 36.36	84.36			
Proponent 3	75/100 x 60 = 45	50/50 x 40 = 40	85			

^{*} Represents the lowest priced proposal

Proponent 3 is recommended for award of a contract.

SECTION 3: TECHNICAL EVALUATION

Point Rated Criteria: Part 1 - Technical Portion of the bid will be evaluated by the Evaluation Board under the technical criteria listed in the Evaluation Criteria Table and as further explained in the Submission Requirements (both below).

The information will be rated from 1 to 10 for each Technical Criteria. The rating is then multiplied by a weight factor. The technical score is obtained by adding the sum of the weighted ratings.

Evaluation Criteria Table

Technical Evaluation Criteria	Criterion weight	Rating	Technical Points
1. Design-Build Capability and Experience	4	0-10	0-40
2. Understanding the project and Methodology	4	0-10	0-40
3. Work Breakdown Structure and Schedule	2	0-10	0-20
Total for technical portion			0-100

Generic Evaluation Table

AAFC's Evaluation Board members will evaluate the strengths and weaknesses of the Proponent's response to the evaluation criteria and will rate each criterion using the generic evaluation table below:

	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
O point Did not submit information which could be evaluated	2 points Lacks complete or almost complete understanding of the requirements.	4 points Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	6 points Demonstrates a good understanding of the requirements.	8 points Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Offeror does not possess qualifications and experience	Offeror lacks qualifications and experience	Offeror has an acceptable level of qualifications and experience	Offeror is qualified and experienced	Offeror is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Sample projects not related to this requirement		Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

Submission Requirements

Category 1 - Design-Build Capability and Experience (Max. 40 Points)

- 1. The Design Build Services will include Design Management work and General Contracting Work for a small building intended for hay storage. The Bidder should describe their area of specialization and give Design Build experience related to two (2) similar projects to that being tendered, completed in the last 10 years. Describing:
 - a. How the two (2) projects are similar to the Hay Storage Building
 - b. How budget, schedule and quality were managed
 - c. Design and construction firms involved and description of construction costs and budget
- 2. Provide client contact references including phone numbers for the referenced projects. The Evaluation Board reserves the right to contact the references.
- 3. Identify the individuals/firms comprising the Design Build team (by role and certification) and clearly describe the experience and responsibility of each member of the proposed team in relation to projects identified in the Technical Portion of the submission.

Category 2. Understanding the Project (Max. 40 Points)

- 1. Demonstrate understanding of the project in terms of scope, site restrictions, coordination with CPMA, access, timeline, schedule, time of year, waste and environmental management, site safety and security,.
- 2. Demonstrate compliance with the requirements of the Terms of Reference.

 Note: Bidders are not to repeat the text of the RFP (word for word) when responding.
- 3. Provide an understanding of how the work will be executed under a design-build contract.

Category 3 Work Breakdown Structure and Schedule (Max. 20 Points)

Provide work breakdown structure (WBS) in the form of a Gantt Chart for the project demonstrating how the Bidder plans to execute the Work. Identity key phases such as, design, construction phasing, substantial completion and warrantee.

SECTION 4: MANDATORY SUBMISSION REQUIREMENTS

To be considered compliant, a submission must meet all of the mandatory evaluation criteria.

Submissions not meeting all of the mandatory requirements will be given no further consideration. The Bidder must:

- 1. Submit the bid to the Bid Receiving Unit prior to the closing date and time indicated on the front page of the solicitation document;
- 2. Team Identification (Annex A) The design team must include a structural engineer licensed to practice in the province of Ontario;
- 3. Bidder must provide proof of qualifications for designing and construction of pre-engineered buildings by giving two examples of buildings along with references;
- 4. Provide Bid and Acceptance Form and;
- 5. Bid Security per SI01 of the Special Instructions to Bidders.

CONTRACT DOCUMENTS (CD)

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

GC1	General Provisions – Construction Services	R2810D	(2022-12-01);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2019-11-28);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2019-11-28);
GC6	Delays and Changes in the Work	R2860D	(2019-05-30);
GC7	Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8	Dispute Resolution	R2880D	(2019-11-28);
GC9	Contract Security	R2890D	(2022-12-01);
GC10	Insurance	R2900D	(2008-05-12);
Allowabl	le Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);

Subsection GC1.22 Performance-evaluation: Contract of R2810D (2022-12-01), incorporated by reference above, is amended as follows:

Delete: in its entirety

Insert: GC1.22 Intentionally left blank.

- e. Supplementary Conditions
- f. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- h. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual
- 3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY CLEARANCE REQUIREMENTS, DOCUMENT SAFEGUARDING

This section is intentionally left blank

SC02 LIMITATION OF LIABILITY

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

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.

The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:

- a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence as referred to in the insurance requirements of the Contract .
- b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.
- 2. The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.
- 3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
- 4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
- 5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

SC03 INSURANCE TERMS

1) Insurance Contracts

- (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

2) Period of Insurance

(a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.

(b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

3) Proof of Insurance

- (a) Before commencement of the Work, and no later than thirty (30) days after contract award, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4) Insurance Proceeds

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

5) Deductible

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

SC04 TYPES AND AMOUNTS OF CONTRACT SECURITY

Remove and Replace GC9.2.2. with the following

A performance bond (form <u>PWGSC-TPSGC 505</u>) and a labour and material payment bond (form <u>PWGSC-TPSGC 506</u>) referred to in subparagraph 1)(a) of GC9.2 shall be in a form and be issued by a bonding or surety company (see Treasury Board Appendix L, <u>Acceptable Bonding Companies</u>) that is approved by Canada. They can be in the form of Signed and Sealed paper version OR electronic digital version.

Electronic digital versions must meet the following;

- 1. A performance bond and a labour and material payment bond may be submitted in an electronic or digital format if it meets the following criteria:
 - 1.1. The versions submitted by the Contractor must be verifiable by Canada with respect to the totality and wholeness of the bonds form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
 - 1.2. The versions submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file. Allowable formats include pdf.
 - 1.3. The verification may be conducted by Canada immediately or at any time during the life of the bonds and at the discretion of Canada with no requirement for passwords or fees.
 - 1.4. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding ltem 1.1.
- 2. Bonds failing the verification process will NOT be considered to be valid.

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Hay Storage Building – Design Build Canadian Pari-Mutuel Agency Jerseyville, ON LOR 1R0

BA02 LEGAL NAME AND ADDRESS OF BIDDER

PBN:							
ne above named project in accordance with the Bid							
excluding Applicable Taxe(s).							
late of solicitation closing.							
t will be formed between Canada and the Bidder. identified in "Contract Documents (CD)" section.							
The Contractor must perform and complete the Work by February 16, 2024.							
GI08 - Bid Security Requirements of R2710T - ents.							
e or print)							
Date							

APPENDIX 1 - INTEGRITY PROVISIONS

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

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

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

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of Bids or Offers is completed, or has not been received in a procurement process or real property transaction where no Bid/Offer will be submitted, the Contracting Authority will inform the Bidder of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a Bid or Offer non-responsive, or the Bidder otherwise disqualified for award of a contract or real property agreement.

ANNEX B - CERTIFICATE OF INSURANCE

(Not required at solicitation closing)

CERTIFICATE OF INSURANCE

Travaux publics et Services gouvernementaux Government Services

Page 1 of 2

Description and Location of Work	nana					Contract No.	
						Project No.	
Name of Insurer, Broker or Agen	Address (No	o., Street)	City	Province	Postal C	ode	
Name of Insured (Contractor)	Address (No	o., Street)	City	Province	Postal C	Postal Code	
Additional Insured							
His Majesty the King in right of	Canada as represented by t	he Minister of P	ublic Works and	Government Se	ervices		
Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y		Limits of Liab		
Commercial General				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate	
Liability Umbrella/Excess Liability				\$	\$	\$	
-				\$	\$	\$	
I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.							
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker) Telephone number							
Signature Date D/M/Y							

General

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

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

The Policy shall be endorsed to provide the Owner with not less than 30 days' notice in writing in advance of any cancellation or change or amendment restricting coverage.

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

Commercial General Liability

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

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

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

The policy must have the following minimum limits:

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

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

ANNEX C - TERMS OF REFERENCE

PURPOSE OF DOCUMENT

The purpose of this document is to provide a description of the services the bidders must supply throughout the duration of this project and to outline the content and format of the required deliverables.

1.1 PROJECT BACKGROUND

The Canadian Pari-Mutuel Agency (CPMA) is the federal agency responsible for regulating pari-mutuel betting in Canada on horse racing. It operates a drug control (anti-doping) program in support of that mandate. The CPMA's Equine Centre in Jerseyville, Ontario currently has one (1) single-story building that is used as an office space and equine stable and one (1) single-story building that is used as a garage.

Hay used for feed is stored in a room within the equine stable. Hay bales are delivered to the site and manually unloaded and stacked in the building. AAFC would like to consider building a separate hay storage shed on the Jerseyville site for the following reasons:

- 1. Storage of hay can pose a fire hazard and thus it would be good practice to store hay in a separate building from where animals are housed.
- 2. Current hay storage location lacks ventilation, resulting in waste as hay bales mould over time with indoor and outdoor temperature fluctuations. Affected hay must be discarded as it is no longer suitable to be fed to horses.
- 3. Industry practices in terms of how many bales are produced and delivered are changing. Most suppliers want to deliver larger loads of bundled bales (e.g. 315 at a time packaged as bundles of 21). Given current site set up at Jerseyville this means each bundle must be broken apart and individually stacked by employees resulting in a large amount of manual handling and labour leading to OHS Concerns and;
- Common practices in the industry are also moving to production of large square bales which are too large to
 manually move. In order to continue receiving small, manually handled bales the facility pays a premium price for
 hay.

The Equine Centre has identified a potential site for construction of a new, separate hay storage shed and determined this structure would have approximate dimensions of 47' x 45' x 20' and includes an overhead door estimated at 16' high and 14' wide and a side door 7' high and 4' wide.

1.2 PROJECT TITLE AND LOCATION

Title: Hay Storage Building. Design Build

Location: Equine Drug Evaluation Centre
Canadian Pari-Mutuel Agency
Agriculture and Agri-Food Canada
115 Sunnyridge Rd
Jerseyville, ON L0R 1R0

1.3 DESCRIPTION

- 1. Provide a new storage building for Hay Storage.
- 2. Slab on grade to be designed and stamped by a Professional Engineer to practice in Ontario
 - .1 Option 1 Structural slab supporting superstructure:
 - i. 5" thick 32 MPa concrete
 - ii. 2" thick R10 SM rigid insulation
 - iii. 6" Compacted Granular "A"
 - iv. Crack control
 - .2 Option 2 Floating slab on grade:
 - i. 5" thick 32 MPa concrete

- ii. 2 " thick R10 SM rigid insulation
- iii. 6" Compacted Granular "A"
- iv. Crack control
- 3. Engineered commercial grade truss to be designed and stamped by a Professional Engineer to practice in Ontario.
 - .1 Metal roof
 - .2 Wooden Truss
 - .3 Ridge and soft vent to prevent hay from mould
- 4. Exterior Walls
 - .1 Metal roof colored cladding
- 5. Wooden columns:
 - .1 Option 1:

Studs framed and supported by structural slab

.2 Option 2:

Pole barn style

- 6. Interior Walls
 - .1 No interior finishes
 - .2 Interior walls to be prevented by installing 3 rows of 2" x 6" equally spaced vertically from damage
- 7. Doors
 - .1 16' high and 14' wide manually operated garage door
 - .2 7' high and 4' wide man door
- 8. Interior Light
 - .1 LED fixtures providing approximately 800 Lumens per lamp, 3 rows of 3 lights (9 lights)
- 9. LED photosensitive Exterior Light on both doors.
- 10. Color of the metal cladding will be selected by the client
- 11. No Mechanical is required, building will not have any temperature control, or mechanical ventilation.
- 12. Reinstate outer area of the building to ensure surface water runs away from the building into the ditches.
- 13. Utility Service
 - .1 Connect to the existing electrical circuit breaker panel located in the Main Horse Barn approximately 30 meters in length to be buried within a new conduit.
- 14. Electrical panel to have 20% spare capacity.
- 15. All Materials used must be new.

1.4 BUDGET

This building is intended to be a low budget, basic design utilizing standard materials and equipment otherwise noted below.

1.5 USER DEPARTMENT

- .1 The Client, referred to throughout this Terms of Reference, will be the following:
 - a. Agriculture and Agri-Food Canada (AAFC)

1.6 DESIGN CODE AND REGULATIONS

.1 The Standards, codes and regulations to be used for the design and construction of the utilities and associated structures shall be the latest edition of the following and not limited to (including all amendments, supplements and revisions thereto);

- a. National Building Code of Canada;
- b. National Farm Building Code of Canada
- c. National Plumbing Code of Canada;
- d. The Canadian Electric Code
- e. National Fire Code of Canada;
- f. Provincial Occupational Health and Safety Regulations;
- g. Canada Labor Code (including latest revisions of all regulations); and
- h. Provincial Codes and Statues when applicable
- i. Applicable engineering/architectural standards
- j. Farm Building Standards: For use in Sizing Common Building Components (Ontario Ministry of Agriculture, Food and Rural Affairs: http://omafra.gov.on.ca/english/engineer/facts/build_p809.htm
- .2 The Prime Contractor has the option of consulting other regulators, standards and codes as they deem necessary to complete the Work.

1.7 PRIME CONTRACTOR AND PRIME CONTRACTOR TEAM

- .1 The Prime Contractor for this project must be a firm that has experience in the design and construction of buildings.
- .2 The Prime Contractor must provide either in-house engineering expertise or acquire the services through subcontracting or joint venture with an engineering firm with experience and expertise in evaluating and designing farm buildings.
- .3 The Prime Contractor assumes the responsibility to properly evaluate and make good the infrastructure into which the new hay storage building will be connected.
- .4 The Prime Contractor / Consultant team for this project must be capable of providing the following services;
 - a. Site environmental controls;
 - b. Design of a hay storage building;
 - c. Procurement/construction/installation services for all products and services required for the new building.

1.8 PRIME CONTRACTOR/CONSULTANT APPROACH

- .1 The following Required Services (RS) are the overall Prime Contractor/Consultant services that will be required to deliver this project:
 - a. RS1 Design of New Building and Foundation
 - b. RS2 Construction of New building and Foundation

1.9 SCHEDULE

- .1 The Prime Contractor must prepare a detailed schedule in MS Project format showing the duration and milestones for each of the phases shown in section 1.8 and submit as part of the deliverables identified in the Required Services (RS) section of this Terms of Reference.
- .2 The schedule must take into account the potential for weather conditions. Operations in the center will be in full operation mode during construction, as such the Prime contractor must schedule the work to have minimal impact on the operations.

2.0 EXISTING DRAWINGS AND DOCUMENTATION

- .1 The existing drawings and documents provided by the Client Department for this project must be treated as reference material only. AAFC cannot ensure their completeness and accuracy. As such, the Prime Contractor is responsible to review and confirm all information and inform AAFC of any discrepancies.
- .2 Existing documents include the following:
 - a. Environment Mitigation Measures (Appendix A)
 - b. Photos of the site (Appendix B)

2.1 PROJECT ADMINSTRATION

.1 GENERAL

- .1 The following administrative requirements apply during all phases of the project delivery.
- .2 Requirements described in this Terms of Reference are read in conjunction with the requirements in the Request for Proposal.

2.2 PROJECT MANAGEMENT

- .1 The Project Authority assigned by AAFC to the project is the Departmental Representative.
- .2 The Departmental Representative is the liaison amongst and between the Prime Contractor / Consultant Team and the Jerseyville Equine Drug Evaluation Centre
- .3 The Departmental Representative administers the project and exercises continuous control over the project at all times.
- .4 Unless directed otherwise by the Departmental Representative, the Prime Contractor must obtain all Federal requirements, permits, and approvals necessary for the Work from the Departmental Representative.

2.2 HEALTH AND SAFETY

.1 GENERAL REQUIREMETNS

The Prime Contractor must:

- .1 Develop a written Site-Specific Health and Safety Plan (SSHSP) based on hazard assessment prior to beginning any field work and continue to implement, maintain, and enforce the plan through all phases of the project.
 - a. The SSHSP needs to cover all activity of the Prime Contractor team (the Prime Contractor's personnel, sub-Prime Contractors and contractors).
 - b. The SSHSP must include:
 - 1. Contractor's safety policy
 - 2. Identification of applicable compliance obligations.
 - 3. Definition of responsibilities for project safety/organization
 - 4. Chart for the project.
 - 5. Site specific hazard assessment
 - 6. General safety rules for project.
 - 7. Job specific safe work procedures.
 - 8. Inspection policy and procedures.
 - 9. Incident reporting and investigation policy and procedures.
 - 10. Occupational Health and Safety communication and record keeping procedures.
 - 11. Results of safety and health risk or hazard analysis for site tasks and operation.
- .2 Incorporate in their SSHSP and abide by any additional constraint or safety requirement imposed by AAFC for accessing and using AAFC property or part thereof;
- .3 Coordinate field work with AAFC activity on or adjacent to the project site(s);
- .4 Provide all required personnel protective equipment, equipment and material as required to meet the intent of the safety requirement set in the SSHSP or as required by the provincial occupational health and safety legislation;
- .5 Be responsible for health and safety for all their team on site, and for protection of government employee adjacent to site to the extent that they may be affected by conduct of the field work;
- .6 Prior to starting field work, attend a safety briefing meeting with AAFC;
- .7 Conduct daily tailgate meetings at the project site. Where appropriate, AAFC operation staff is to participate in the daily tailboard meetings. Records of tailgate meetings must be submitted to the Departmental Representative on a daily basis.

- .8 Submit copies of Material Safety Data Sheets (MSDS)
- .9 Medical Surveillance: where prescribed by legislation, regulation or safety program, submit certification of medical surveillance for site personnel prior to commencement of Work, and submit additional certification for any new site personnel to Departmental Representative.

.2 REFERENCE CODES AND STANDARDS

- .1 Canada Labour Code;
- .2 Occupational Health and Safety Legislation; and
- .3 Provincial statues and authorities.

.3 SUBMITTALS

The Prime Contractor must:

- .1 Submit a Site-Specific Health and Safety Plan (SSHSP) as per Section 2.2 Deliverables. The SSHSP must be developed specifically for the work site and must include:
 - i. Results of site specific safety hazard assessment;
 - ii. Mitigation and precaution measures that will be implemented as a result of safety and health risk or hazard analysis for site tasks and operations;
 - iii. Prime Contractors' team safety communication plan; and
 - iv. Contingency and Emergency Response Plan addressing standard operating procedures specific to the project site to be implemented during emergency.
- .2 In addition to the SSHSP, the following documents must also be submitted;
 - i. A copy of the Prime Contractor Team WCB clearance certificates;
 - ii. Occupational Health and Safety training and certification records, The Prime Contractor must provide documentation verifying all members of the workforce for the Prime Contractor have received the appropriate safety training include equipment operation training as required to perform the specific field work.
- .3 At the request of the Departmental Representative, who will respond in writing, where deficiencies or concerns are noted, resubmit the SSHSP with correction of deficiencies or concerns either accepting or requesting improvements; and
- .4 Not construe the Departmental Representative's review of Prime Contractor's final SSHSP as approval which does not reduce the Prime Contractor's overall responsibility for construction health and safety of the project site(s).

2.3 ENVIRONMENTAL PROTECTION

.1 GENERAL REQUIREMENTS

- .1 The Prime Contractor must follow the instructions as per attached Appendix A.
- .2 Failure to comply with or observe environmental protection measure as identified in these specifications may result in the work being suspended pending rectification of the problems.

.2 CONSTRUCTION SITE ACCESS AND PARKING

- .1 An Area will be set aside as a lay down area for the project. The Prime Contractor will use this area to marshal all materials and the equipment required to perform the work. The area will also serve as the parking area for contractor vehicles.
- .2 The Contractor shall ensure that the environment beyond the work limits is not negatively impacted or damaged by workers' vehicles or construction machinery and shall instruct workers so that the "footprint" of the project is kept within defined boundaries.

.3 PROTECTION OF WORK LIMITS

.1 The Contractor must prepare a plan which details how the work limits shall be marked and what procedure will be employed to ensure inadvertent entry to the construction zone cannot occur. Submit to the satisfaction of the Departmental Representative and the Site Representative.

.4 EROSION CONTROL

- 1 Erosion control measures that prevent sediment from entering any waterway, waterbody, or wetland in the vicinity of the construction site are a critical element of the project and shall be implemented by the Contractor.
- .2 The site will be secured against erosion during any periods of construction activity or shutdown.

.4 POLLUTION CONTROL

- .1 The Contractor shall prevent any deleterious and objectionable materials from entering streams, rivers, wetlands, water bodies or watercourses that would result in damage to aquatic and species at risk. Hazardous or toxic products shall be stored no closer than 100 meters from any adjacent water course.
- .2 The containment, storage, security, handling, use, unique spill response requirements and disposal of empty containers, surplus product or waste generated in the use of any hazardous or toxic products shall be in accordance with all applicable federal provincial legislations.
- .3 The Contractor shall prevent blowing dust and debris by covering and/or providing dust control for temporary roads and on-site work by methods that are approved by the Departmental Representative or Site Representative.
- .4 The Contractor shall provide spill kits at re-fueling, lubrication and repair locations that will be capable of dealing with 110% of the largest potential spill and shall be maintained in good working order on the construction site.
- .5 The cost involved in a spill incident (the control, clean up, disposal of contaminants and site remediation to pre-spill conditions) shall be the responsibility of the Contractor. The site will be inspected to ensure completion to the expected standard and to the satisfaction of the Departmental Representative and Site Representative.

.5 EQUIPMENT MAINTENACE, FUELLING AND OPERATION

- .1 Equipment fueling sites will be identified by the Contractor and approved by the Departmental Representative and Site Representative.
- .2 Diesel and gasoline delivery vehicles, including bulk tankers shall be parked more than 100 meters from any streams, wetlands, water bodies or watercourses.
- .3 The Contractor shall ensure that all equipment is inspected daily for fluid/fuel leaks and maintained in good working order.

.6 OPERATION OF EQUIPMENT

- .1 Equipment movements shall be restricted to the "footprint" of the construction area. The work limits shall be identified by take and ribbon or other methods approved by the Departmental Representative. Unless authorized by the Departmental Representative, activities beyond the work limits are not permitted. No machinery will enter, work in or cross over streams, rivers, wetlands, water bodies or watercourses, nor damage aquatic and harm species at risk and trees and plant communities.
- .2 The Contractor shall instruct workers to prevent pushing, placement, raveling, storage or stockpiling of any materials (e.g. slash, rock, fill or topsoil) in the trees bordering the right-of-way or into watercourses or water bodies.
- .3 Restrict vehicle movements to work limits.
- .4 Workers private vehicles are to remain within the construction footprint.

.5 When in opinion of the AAFC, negligence on the part of the Contractor results in damage or destruction of vegetation, or other environmental or aesthetic feature beyond the designated work area, the Contractor shall be responsible, at his or her expense, for complete restoration including the replacement of trees, shrubs, topsoil, grass, etc. to the satisfaction of the Departmental Representative and Site Representative.

.7 FIRE PREVENTION AND CONTROL

- .1 A fire extinguisher shall be carried and available for use on each machine and at locations within the plant in the event of fire. All staff should be aware on how to initiate a call to the local fire department upon detecting a fire.
- .2 Construction equipment shall be operated in a manner and with all original manufacturers' safety devices to prevent ignition of flammable materials in the area.
- .3 Care shall be taken while smoking on the construction site to ensure that the accident ignition of any inflammable material is prevented. Fires of burning of waste material is not permitted.
- .4 In case of fire, the Contractor or worker shall take immediate action to extinguish the fire provided it is safe to do so. The local fire department shall be contacted immediately, followed by the Site Representative and the Departmental Representative in the case of a fire. Fires or burning of waste materials is not permitted.

.8 WILDLIFE

- .1 During the Environmental Briefing all personnel shall be instructed by the Site Representative on procedures to follow in the event of wildlife appearance near or within the work shite and any other wildlife concerns.
- .2 Avoid or terminate activities on site that attract or disturb wildlife and vacate the area and stay away from the immediate location. Extra care to control materials that might attract wildlife (e.g. lunches and food scraps) must be exercised at all times.
- .3 Notify the Site Representative and Departmental Representative immediately about dens, litters, nests on or around the site.

.9 RELICS AND ANTIQUITIES

- .1 Artifacts, relics, antiquities and items of historical interest and similar objects found on the work site shall be reported to the Site Representative or the Departmental Representative immediately. The Contractor and workers shall wait for instructions before proceeding with their work.
- .2 The Contractor and workers shall protect any articles found and request directions from the Site Representative or the Departmental Representative.

.10 WASTE MATERIALS STORAGE AND REMOVAL

- .1 The Contractor and workers shall dispose of hazardous wastes in conformance with the Environmental Contaminants Act and applicable provincial regulations while observing the Code of Good Practice for Management of Hazardous and Toxic wastes at Federal Establishments.
- .2 All wastes originating from construction, trade, hazardous and domestic sources, shall not be mixed, but will be kept separate.
- .3 Construction, trade, hazardous waste and domestic waste materials shall not be burned, buried or discarded at the construction site or elsewhere in Equine Drug Evaluation Centre Canadian Pari-Mutuel Agency. These wastes shall be contained and removed in a timely and approved manner by the Contractor and works, and disposed of at an appropriate waste landfill site located outside the Equine Drug Evaluation Centre Canadian Pari-Mutuel Agency. Construction waste storage containers, provided by the Contractor shall be emptied by the Contractor when 90% full. Waste containers will have lids, and waste loads shall be covered while being transported.
- .4 The Government of Canada is working towards increasing waste diversion from construction, renovation and demolition projects. As such, waste diversion opportunities should be sought where reasonable for diversion of both

project waste and personal waste. Local and regional opportunities for alternative waste disposal methods such as reuse, recycling, salvaging and composting should be used.

- .5 Hazardous Waste and Hazardous Materials are excluded from diversion requirements and must be handled and disposed of in accordance with applicable regulations.
- .6 The following sources may be useful in identifying diversion opportunities for the waste:
 - .1 Recycling Haulers and Markets: Investigate local haulers and markets for recyclable materials.
 - .2 Waste-to-Energy Systems: Investigate local waste-to-energy incentives where systems for diverting materials from landfill for reuse or recycling are not available.
- .7 Instruct all workers on site on the waste management requirements such as storage and handling of the waste to permit waste diversion.
- .8 All efforts to prevent wildlife from obtaining food, garbage or other domestic waste shall be made by the Contractor and contract staff.

.11 MISCELLANEOUS SITE MANAGEMENT CONTINGENCIES

- .1 Removal and storage of snow shall be arranged with the Site Representative and the Departmental Representative.
- .2 The Contractor shall control blowing dust and debris generated from the construction site by means such as covering or wetting down dry materials and rubbish. Dust control measures for temporary access roads may also have to be initiated.
- .3 Pets shall not be brought to or maintained at the construction site.

2.4 QUALITY MANAGEMENT

The Prime Contractor must:

- .1 Prepare a Quality Control program. The purpose of the program shall be to ensure the performance of the work in accordance to Contract requirements.
- .2 The Quality Control shall be described in a Quality Control Manual. The Prime Contractor shall submit to the Departmental Representative for acceptance in accordance to Section 2.2 Deliverables. The Manual shall develop a logical system for tracking and documenting the Quality Control of the work and requirements to ensure the final product is functioning within the parameters and targets specified in the contract. A systematic format and a set of procedures patterned on a recognized Quality Control Standard for this type of work will be acceptable, subject to review by the Departmental Representative.
- .3 The Development, submission, and implementation of the Quality Control Program is considered incidental to the contract and will not be measured for payment.
- .4 The Prime Contractor shall be fully responsible and bear all costs for all quality control testing/inspections and shall conduct such testing in the following manner:
 - i. Provide testing facilities and personnel for the tests and inform Departmental Representative in advance to enable Departmental Representative to witness the test if it so desired;
 - ii. Notify the Departmental Representative when sampling will be conducted;
 - iii. Within one Day after completion of testing, submit test results to the Departmental Representative; and
 - iv. Identify test reports with the name and address of the organization performing all tests, and the date of the tests.
- .5 Approval of tested samples will be for characteristics or use named in such approval and shall not change or modify any Contract requirements.

.6 Testing agencies, their inspectors, and their representatives are not authorized to revoke, alter, relax, enlarge or release any requirements of the Contract Documents, nor to approve or accept any part of the Work.

.7 Quality Control:

- i. The Quality Control portion of the Manual shall include the following information:
 - a. Distribution list, providing a list of names to whom the Manual shall be distributed;
 - b. Title page, identifying the Contract, Contractor and copy number;
 - c. Revision page, identifying the revision number and date of the Manual;
 - d. Table of contents;
 - e. Revision control, tabulating the revision number, date of revision, description of revision and authorized signature;
 - f. Inspection and test checklists, including tabulated checklists describing all manufacturing and delivery activities such as Inspection or Test, frequency of tests, description of tests, acceptance criteria of tests, such as verification, witnessing or holding tests and sign-off by the Quality Control Manager and the Departmental Representative, if the Departmental Representative witnesses the tests
- ii. The Quality Control Manual shall include samples of all forms to be filled in by the Quality Control Inspectors.
- iii. An Independent check of all Work shall be performed by the Contractor. The Contractor shall appoint Quality Control Inspectors to ensure compliance of products and workmanship with Contract requirements.

iv. Inspection:

- a. Allow Departmental Representative access to Work. If part of Work is in preparation at locations other than Place of Work, allow access to such Work whenever it is in progress.
- b. Give timely notice requesting inspection if Work is designated for special tests, inspections or approvals by Departmental Representative instructions, or law of Place of Work.
- c. If Contractor covers or permits to be covered Work that has been designated for special tests, inspections or approvals before such is made, uncover such Work, have inspections or tests satisfactorily completed and make good such Work.
- d. Departmental Representative may order any part of Work to be examined if Work is suspected to be not in accordance with Contract Documents. If, upon examination such work is found not in accordance with Contract Documents, correct such Work and pay cost of examination and correction.

v. Independent Inspection Agencies:

- a. Independent Inspection/Testing Agencies will be engaged by the Contractor for purpose of inspecting and/or testing Work. Cost of such services will be borne by the Contractor.
- b. Employment of inspection/testing agencies does not relax responsibility to perform Work in accordance with Contract Documents.

vi. Access to Work

- a. Allow inspection/testing agencies access to Work, off site manufacturing and fabrication plants.
- b. Co-operate to provide reasonable facilities for such access.

vii. Procedure

- a. Notify appropriate agency and Departmental Representative in advance of requirements for tests, in order that attendance arrangements can be made.
- b. Provide labour and facilities to obtain and handle samples and material on site.

viii. Rejected Work

- a. Remove defective Work, whether result of poor workmanship, use of defective product or damage and whether incorporated in Work or not, which has been rejected by Departmental Representative as failing to conform to Contract Documents. Replace or re-execute in accordance with Contract Documents.
- b. Make good other Contractor's work damaged by such removals or replacements promptly.

ix. Reports

a. Submit 1 (one) copy of inspection and test reports to Departmental Representative as soon as possible after the inspection/Testing has been completed.

2.5 PROJECT SCHEDULE

The Prime Contractor must:

- .1 Submit a GANTT chart (or equivalent) based schedule, in Microsoft Project format, indicating the tasks, duration, and milestones associated with the work.
- .2 The schedule is to contain all tasks required to complete the work associated with the RFP. Such tasks will include but not limited to:
 - a. Contract Award
 - b. Project submittals
 - c. Mobilization
 - d. Site preparation
 - e. Concrete slab
 - f. Building construction
 - g. Substantial completion
 - h. Demobilization
 - i. Contract completion
- .3 Submit to the Departmental Representative within 10 days of Award of Contract a Project Schedule.
- .4 The Project Schedule is to be updated on a monthly basis reflecting activity changes and completions, as well as activities in progress.
- .5 Key target project milestones:
 - a. Project Award
 - b. Design development
 - c. Plans and specs issued for Construction
 - d. Construction start-up on site
 - e. Substantial completion
- .6 Project milestones are subject to adjustment, pending the submission of the project schedule by the successful bidder and a review of the project plan.
- .7 Substantial completion of the contract: All work must be completed and ready for use by the client is on or before February 16th ,2024.
- .8 Warranty inspection after 10 months from the substantial completion of the project will be undertaken by the client, designer and Contractor presence is required.

2.6 LINES OF COMMUNICATION

The Prime Contractor must:

- .1 Unless otherwise directed by the Departmental Representative, conduct all project communication through the Departmental Representative only; and
- .2 Ensure formal contract between the Prime Contractor and the AAFC project team, which includes the Client AAFC Representative, is through the Departmental Representative. Direct communication between members of the AAFC project team on routine matters is required to enable discussion and resolution of technical issues. However, no communication shall alter the terms of the project scope, budget, or schedules unless directed in writing by the Departmental Representative and authorized in writing by the Contracting Authority via a contract amendment.

2.7 MEDIA

The Prime Contract must not respond to requests for project related information or questions from the media. Such inquires must be directed to the Departmental Representative.

2.8 SITE REQUIREMENTS

- .1 By submitting a proposal for RFP, the Prime Contractor acknowledges that they have reviewed the documents and site conditions and accepts the responsibility to deliver the work as described in the RFP.
- .2 The Prime Contractor will ensure that the worksite is protected and controlled and that access will be restricted to only those involved with the delivery of the work. Measures are to be taken to prevent the general public from having access to the worksite.
- .3 The Prime Contractor is responsible for all layout of required measurements and survey to complete the work. The Prime Contractor shall review the existing drawings and will confirm all measurements to ensure the completion of the project.

.4 Use of the worksite:

- i. The Work Site shall be specified by AAFC and shall only be used for the purpose of the Work. The Work Site will be made available by AAFC to the Contractor for its non-exclusive use for the duration of the Work, unless otherwise provided in the Contract Documents.
- ii. Office-tool trailer may be set up at the lay-down are subject to the Departmental Representative Directions.
- iii. The Contractor shall keep the Work Site clean and free from accumulation of waste materials and rubbish regardless of source. Snow shall be removed by the Contractor as necessary for the performance and inspection of the Work.
- .5 The Contractor shall provide sanitary facilities for work force in accordance with governing regulations. The Contractor shall post notices and take such precautions as required by local health authorities and keep area and premises in sanitary condition.
- .6 Any damage to the Work Site caused by the Contractor shall be repaired by the Contractor at its expense.
- .7 Contractor work hours, 7:00 am to 4:00 pm Monday through Friday:
 - i. No Work will be allowed during a Statutory Holiday unless approved by the Departmental Representative.
 - ii. Work outside of the work hours stated must be approved by the Departmental Representative.

.8 Protection of Persons and Property

- i. The Contractor shall comply with all applicable safety regulations of the WSIB including, but not limited to, WSIB's Industrial Health and Safety Regulations, Industrial First Aid Regulations, and Workplace Hazardous Material Information System Regulations.
- ii. The Contractor shall take all necessary precautions and measures to prevent injury or damage to persons and property on or neat the Work Site.
- iii. The Contractor shall promptly take such measures as are required to repair, replace or compensate for any loss or damage caused by the Contractor to any property or, if AAFC so directs, shall promptly reimburse to AAFC the costs resulting from such loss or damage.

.9 Supervisory Personnel

- Within five days after award notification, the Contractor shall submit to the Departmental Representative confirmation of the names of the supervisory personnel and other key staff designated for assignment on the Contract.
- ii. The following personnel shall be included in the list:
 - i. Project Superintendent;
 - ii. Safety Representative.

- iii. The above personnel shall perform the following duties:
 - The Project Superintendent shall be employed full time and shall be present on the Work Site each and every workday that Work is being performed, from the commencement of Work to the Substantial Completion of the Work;
 - ii. The Project Superintendent shall nominate a Deputy Project Superintendent who shall have the authority of the Project Superintendent during the latter's absence;
 - iii. The Safety Representative shall posses safety experience in general construction. Duties shall encompass all matters of safety activities from commencement of Work until the Final Completion of the Work.

.10 Waste Disposal

- i. All Surplus, unsuitable and waste materials shall be removed from the job site to approved site outside of the Equine Drug Evaluation Centre Canadian Pari-Mutuel Agency.
 - i. Deposits of any construction debris into any waterway are strictly forbidden.
 - ii. Waste Disposal shall be completed in accordance with Section 2.3 Environmental Protection.

2.11 GENERAL PROJECT DELIVERABLES

The Prime Contractor must:

- .1 Where deliverable and submissions include summaries, reports, network diagrams, drawings, plans specifications or finish schedules submit deliverables as follows:
 - a. Electronic format; one (1) copies English. The electronic deliverable must be provided using Microsoft applications;
 - b. Design drawings shall be AutoCAD format and PDF Version.
- .2 Submissions associated with the RFP are required within 15 days of Notification of award unless specified elsewhere with the RFP and in any event not less than 15 days prior to commencement of construction.
- .3 Any detailed design drawings that are required shall be prepared and submitted for client review when the design is 99% and 100 % complete.
- .4 AAFC will endeavour to secure reviews and acceptance within 2 weeks of receipt of the documents requesting same. The Prime Contractor shall allow time in the schedule for the review/acceptance process. The Prime Contractor shall identify with each review/acceptance submission those elements that lie on the critical path of the schedule.
- .5 AAFC shall have the authority to reject any element of the Prime Contractors design if in the opinion of AAFC the design is in non-conformance with any element of this RFP.
- .6 Drawings of Record and supporting documents used during construction shall be supplied by the Prime Contractor and shall include the following:
 - a. Final "as-built" record plans of all structures and equipment
 - b. All vendor shop drawings, specifications, and/or operating and maintenance manuals
- .7 The contract will not be considered to be complete until the Drawing of Record have been submitted. As a result, the Final Completion Certificate for the completion of the work will not be issued until these submissions have been accepted to the satisfaction of the Departmental Representative.

2.12 ACCEPTANCE OF PROJECT DELIVERABLES

.1 While AAFC acknowledges the Prime Contractor's obligations to meet project requirements; the project delivery process entitles AAFC to review work. AAFC reserves the right to reject undesirable or unsatisfactory work. The Prime Contractor must obtain Departmental Representative acceptance during each of the project stages.

- .2 Acceptance indicate that based on a general review of material for specified issues, that material is considered to comply with governmental and departmental objectives and practices, and that overall objectives are being satisfied.
- .3 Acceptance does not relieve the Prime Contractor of professional responsibility for the Work and compliance with the Contract.
- .4 AAFC acceptance does not prohibit rejection of work, which is determined to be unsatisfactory at later stages of review. If progressive inspection and reporting development or time/cost./risk updates or technical investigation reveals that earlier acceptance must be withdrawn, the Prime Contractor is responsible for correcting work and resubmitting for acceptance at the Prime Contractor's cost.
- .5 Acceptance by the Client/users and other agencies and levels of government must be obtained to supplement AAFC acceptances. The Prime Contractor must assist the Departmental Representative in securing all such acceptances and adjust all documentation as required by such authorities when securing acceptance.

2.13 COORDINATION WITH SUB-PRIME CONTRACTORS

The Prime Contractor must:

- .1 Throughout all phases of the project, assume responsibility for coordinating the Work of any sub-Contractors and specialists retained by the Prime Contractor;
- .2 Ensure clear, accurate and ongoing communications of inspection work, reporting, budget and scheduling issues including changes as they relate to the responsibilities of all sub-Contractors and specialists from initial base building review to post construction reports;
- .3 Co-ordinate input for the Departmental Representative's Risk Management Plan;
- .4 Co-ordinate the Quality Assurance process ensuring submissions of sub- Contractors are complete and signed-off by the designated reviewer; and
- .5 Ensure sub- Contractors provide adequate site inspection services and attend all required meetings.

2.14 MEETINGS AND PROGRESS REPORTS

The Prime Contractor must:

- .1 Request and attend, project start-up meeting with the Departmental Representative and AAFC Representatives to go over required procedures for working within the Equine Drug Evaluation Centre Canadian Pari-Mutuel Agency. At the start-up meeting the Prime Contractor must be prepared to provide presentation indicating the approach to be taken to complete the Work including identification of the principles involved, preliminary schedule for the various components of the Work and to identify any concerns or additional information that may be required to complete the Work;
- .2 Schedule and attend bi-weekly design meetings
 - a. Work completed in the previous week;
 - b. Current status of the project;
 - c. Planned activities and work for the upcoming week;
 - d. Issues; and
 - e. Impact of Schedule and Budget (if any).
- .3 Schedule and attend, bi-weekly construction progress meetings a conference call or in person meeting including the client AAFC Representatives to review progress in the project and to discuss plans or issues that may be coming forward;
- .4 For all meetings:
 - a. Attend the meetings;
 - b. Record the issues and decisions; and

- c. Prepare and distribute minutes within two(2) working days of each meeting
- d. Cost of meetings is considered incidental to the contract and no additional payment will be made.

2.15 REQUIRED SERVICES

RS 1 DESIGN OF:

NEW Hay Storage Building

RS 1.1 GENERAL

The Prime Contractor must:

.1 Design a new building that will meet the needs of end user, Canadian Pari-Mutuel Agency's Equine Centre.

RS 1.2 DELIVERABLES

The Prime Contractor must:

- .1 Develop Drawings and Specifications in consultation with AAFC and provide complete coordinated Issued for Construction Drawings and Specifications. The building will be a wood post building with dimensions of 47' x 45' x 20'. All sides will be covered with metal cladding and one side will have a 16 ' wide and 14 ' high overhead door to bring hay in for storage; and one side door 4 ' wide and 7' high to go in and out for end users.
- .2 Develop and provide a Schedule.

RS 2 Construction of New

Hay Storage Building

RS 2.1

SCOPE OF SERVICES

The Prime Contractor must:

.1 Construct a new building as per the finalized design Accepted by the Departmental Representative.

RS 2.2 DELIVERABLES

The Prime Contractor must:

- .1 Prepare and submit any design and shop drawings/specifications required to procure and install the new building, components and equipment as required.
- .2 Prepare and provide a Construction Schedule and provide regular updates
- .3 At completion of the project, provide as-built record drawings, Operations and Maintenance Manuals for all of the products, equipment and system installed as part of this project.

ANNEX D - MITIGATION

Environmental Mitigation Measures for Jerseyville Hay Storage Shed

The following summarize the mitigation measures that must be followed during the construction and operation of the **Jerseyville Hay Storage Shed** and are intended to minimize environmental impacts associated with the above project. Alternative measures that will result in an equivalent or greater reduction of the effects of a proposed activity will also be acceptable.

General

- AAFC and Contractor are responsible for obtaining and complying with all applicable licenses, permits, approvals and authorizations, and for meeting all legislative requirements prior to the commencement of construction.
- AAFC and Contractor shall adhere to the mitigation measures outlined in Permits, Authorizations or Letters of Specialist Advice, as well as any other specialist advice from Provincial and Federal authorities.
- AAFC and Contractor are responsible for conforming with all federal and provincial legislation, with particular reference to the transport, storage, handling, accidental releases, and disposal of fuels or other hazardous materials
- All hazardous materials, fuel and equipment at or near the construction site must be stored away from water bodies and in a manner that prevents contamination to any water bodies.
- Keep an emergency spill kit on site to manage any potential leaks/spills related to project (e.g. 25 kg of suitable commercial absorbent, 30 m2 of 6 mil polyethylene, shovel, empty fuel barrel for spill collection and disposal). Notify the proper authorities in the event of any spills.
- Upon conclusion of the project, construction waste, fuel caches, oil and lubricating products, and any other surplus or hazardous materials shall be removed from the work site and disposed of at approved facilities and in accordance with Provincial Regulations.
- Machinery is to arrive on site in a clean condition and is to be maintained free of fluid leaks.
- Wash, refuel and service machinery and store fuel and other materials for the machinery away from water to prevent any deleterious substance from entering the water.
- A spill response plan should be documented and communicated to on-site workers. Ensure necessary equipment is available on-site and near transfer and storage points, if emergencies arise.
- A staging area should be used to store equipment, fuels, oils and lubricants when not in use.
- Equipment and fuel storage tanks located in the staging area should be equipped with spill protection or secondary containment.
- Undertake regular inspection of equipment and storage vessels for leaks or wear.
- Follow the usual measures which will be included in the contract with AAFC.

Aquifer Contamination and Surface Water Quality, Drainage

- Ensure that no deleterious substances, including suspended sediments, are permitted to enter municipal systems or water bodies.
- Impacted soils must be removed and handled in accordance with provincial legislation to prevent leaching into groundwater.

Waterbodies and Rivers

N/A

Vegetation (including Invasive species)

- Vehicles and equipment entering the area will be inspected to ensure they are clean and free of
- debris and any oil/fluid leaks.
- Keep site clearing to a minimum (in project and riparian areas) and minimize disturbance to ground surface to maintain vegetative cover, wind breaks, and natural infiltration and runoff characteristics of project area.
- Movement of all construction equipment shall be restricted to the existing road right-of-way, and/or within designated construction areas. Damage to vegetation outside of these areas, including riparian areas, shall be avoided.
- Re-vegetate all disturbed areas and freshly backfilled areas with site appropriate species. Re-vegetation mix must be pre-approved by AAFC.

Soils

- Construction activities should be avoided during adverse weather conditions such as high winds and excessive rain, to minimize the potential for soil erosion, compaction, and rutting.

- Contaminated soil if encountered will be removed, piled on an impermeable surface and covered until it is sampled and properly disposed of.
- Impacted soils must be removed and handled in accordance with applicable federal and provincial legislation to prevent leaching into groundwater. It must not be used as backfill at the site.

Wildlife and Wildlife Habitat

- To comply with the *Migratory Bird Convention Act*, if activities are proposed to occur within the breeding season in any given year, a bird survey must be undertaken prior to the construction activities to ensure that no nesting birds are located in the area. Should a nest be encountered, the area must be clearly staked or flagged and Environment Canada contacted to determine the appropriate buffer area based on the species encountered.

The following are recommended:

- Halt all disruptive activities
- Avoid disturbing surrounding vegetation
- Protect the nest with a buffer zone
- Avoid the immediate area until the young have left the vicinity of the nest
- Avoid, adapt, reschedule, or relocate planned activities
- Each day prior to commencement of work, a search of the work site must be conducted to ensure that there are no
 wildlife species present at the work site. If any species are encountered during construction, project must halt and
 the species must be reported to the AAFC Departmental Representative.
- Should wildlife (mammals, reptiles, amphibians, birds, etc.) be encountered at any time during the project, measures are to be implemented to avoid destruction, injury, or interference with the species, wait for the individual to flee the site for alternative cover. Any encountered species must be reported to the AAFC Departmental Representative.
- To minimize noise and vibration effects on wildlife, schedule construction activities during regular daytime hours.
- Keep disturbances outside of development area to a minimum.

Species at Risk

- Project activities should avoid disturbance or destruction of rare or endangered species; in the event of
 encountering rare or endangered species or their habitats/nesting areas, species are observed within the work
 area, the work must stop and ensure passage at important wildlife crossing/movement points.
- If any SAR are found during construction, project must halt and the potential impact on the species at risk must be assessed and the next steps must be approved by ECCC prior to work resuming.

Air Quality

- Vehicles shall be properly serviced and maintained to prevent leaks and spills of fuels, lubricants, hydraulic fluids or coolants and shall adhere to appropriate regulatory agency emission standards.
- Ensure transport vehicles and equipment are well maintained, regularly inspected, and have working emissions control equipment.
- Idling times should be reduced on all vehicles.

Waste Disposal

- Ensure that hazardous and non-hazardous waste are separated and disposed of according to appropriate regulations.
- Upon conclusion of the project, construction waste, fuel caches, oil and lubricating products and all other hazardous and non-hazardous materials shall be removed from the work site and disposed of at approved facilities and in accordance with Provincial Regulations.
- Ensure that the construction site is cleaned up on a daily basis to reduce risks to workers.
- Ensure all waste is disposed of as per management plan, and all relevant Permits.

Land Use, Socio-Economics, Community Effects

- To minimize noise and vibration effects during construction, schedule activities during regular daytime hours.
- Minimize noise from construction equipment with the use of mufflers.
- Set and enforce low speed limits for vehicles.
- Inform workers about the hazards of extended high noise level exposure and provide personal protective equipment.
- Ensure workers are not exposed to levels of noise above those stipulated in provincial codes.

- Comply with provincial and federal labour codes.
- Typical noise during pre-construction, construction and operation should adhere to municipal noise by-laws (if these
 exist for the municipality) for daytime and night time activities. Have a system and contact in place in order to deal
 with noise complaints effectively.
- If the need arises, contractors will be required to provide noise suppression devices for equipment with excessive noise.

Safety and Health

- Comply with all federal, provincial and municipal legislation including the Canada Labour Code and provincial workplace safety regulations.
- Ensure there are accident and malfunctions plans and an emergency response plan in place at all times, and that these plans are trained and communicated to staff.
- All contractors and their employees will be required to be certified in appropriate first aid, safety and Hazardous Substances and Waste Dangerous Goods and WHMIS training programs.
- Ensure that safety standards at the facility meet the Occupational Health and Safety Act, 1993.
- Ensure the safety of workers and staff / visitors to the research center.

Heritage

- Work is being completed on previously disturbed areas of the research center.
- In the event that heritage resources are discovered, construction must cease and appropriate agency must be contacted and Tourism or staff of provincial heritage agency notified immediately. If this occurs, construction must cease until a mutually accepted heritage resource management strategy is determined.

