

COVID-19: PSPC Standard Protocols for Real Property Construction Projects

Version 1.2



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Version number	Date of issue	Author	Brief description of change
1.0	2020-05-15	RPB PMSL Working Group	Version for Release
1.1	2020-06-25	RPB PMSL Working Group	Updates to the Appendices (Timelines and Letters)
1.2	2020-11-12	RPB PMSL Working Group	Updates related to additional allowances for eligible Direct Costs

Public Services & Procurement Canada (PSPC) gratefully acknowledges the generous assistance of [BGIS](#) (formerly known as Brookfield Global Integrated Services) for sharing their PDS COVID-19 Playbook ©, upon which much of the following is inspired.

2 Purpose

The purpose of this document is to provide guidance for Departmental Representatives while managing projects, and particularly for Departmental Representatives when administering contracts during the COVID-19 pandemic. The priority in all circumstances is the health and safety of colleagues, contractors and citizens of Canada. Departmental Representatives play a significant role in containing the spread of this disease and therefore need to use good judgment in all their activities. In these uncertain times and changing circumstances, PSPC must endeavour to carry out its construction related work as productively as possible while maintaining good working relationships and communications with our Consultants and Contractors.

2.1 Communications

- Recognize that all employees and Contractors may currently be dealing with increased uncertainty, worry, anxiety and stress as a result of the COVID-19 pandemic.
- Ensure that all communications are courteous and respectful.
- Treat all Contractors in a respectful, open and transparent manner.
- Departmental Representatives and Contracting Authorities should continue to maintain open lines of communication regarding all contracting issues.
- Since employees may be working offline, Departmental Representatives and Contracting Authorities should communicate by telephone if an issue requires urgent attention.

3 Requirements for PSPC Staff in Workplaces

The requirements apply to all workplaces where PSPC employees attend, including project sites. A project site includes, but is not limited to, any space (lease, fit-up) or asset (installation, renovation, roadways, dredging, etc.), where construction or delivery of goods or materials is taking place in a Government of Canada (GoC) owned or leased facility.

3.1 Workplaces and Job Sites

During the period of regulatory health orders affecting physical contact, visits to workplaces where others frequent should be avoided to the extent possible. If a site visit has been approved, it is recommended to limit the number people on site if physical distancing or equivalent mitigation measures are impracticable. Make use of barrier type Personal Protective Equipment (PPE) and adopt additional mitigation techniques in combination with the general techniques in place for the Federal or Provincial jurisdiction in question.

Attendance at a work site must be approved in advance by the appropriate PSPC authority and all safe work practices shall be approved by the PSPC supervisor or manager prior to attending a job site.

3.1.1 Site Specific Safety Plans (SSSP)

Contractors are required to update their Site Specific Safety plans as conditions change. It is imperative that Departmental Representatives ensure that each Contractor has updated plans and that they are received and reviewed by the Departmental Representative and the Departmental Health and Safety Advisor. Non-compliance may result in the suspension of work and must be escalated to the appropriate authorities. It is recommended that Departmental Representatives request an updated SSSP to include the Contractor's protocols for COVID-19. This update should be reviewed by PSPC (PM and Construction Safety Advisor), as well, there should be a periodic review process (not less frequent than bi-weekly) in place to confirm that the changes to the SSSP are in place, engaged by all workers and effective and to allow updates or changes as necessary. All updates with the plan must be shared with all persons on the worksite.

Key points:

1. *The Contractor has control of the Work and therefore must ensure protocols are established, and followed by workers on site.*
2. *Site Specific Safety Plans are to be updated on a regular basis as site conditions change*

3. *The Contractor must respect specific site safety guidance from the provincial/territorial Authority Having Jurisdiction. The Departmental Representative will advise their manager of any circumstances where a contractor argues that a Provincial or Territorial regulator has directly or constructively impeded the Work of a PSPC declared essential contract.*

The **Canadian Construction Association (CCA)** has published a [pandemic preparedness guide](#), which contains standardized protocols for construction sites.

The **Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST)** has published the : [Guide pour les chantiers de construction](#) for construction in the Province of Québec.

Suggested requirements to be incorporated into the Site Specific Safety Plans are included in [Appendix A](#)

For more information on the responsibilities of PSPC employees, please see the:

- [Treasury Board Directive on Occupational Health and Safety](#)
- [PSPC Departmental Policy on Occupational Health & Safety](#)
- [PSPC Departmental Directive on Construction Occupational Health & Safety](#)
- [PSPC Departmental Directive on Occupational Health & Safety – Hazard Prevention Program](#)

3.1.2 Travel for Work and Site Visits

If it is determined that an employee is required to travel for work during the COVID-19 pandemic, including site visits, approval must be obtained by the appropriate authority designated for the region (i.e. Regional Director). Additionally, the employee must be aware of the restrictions of the Provincial regulator concerning public health emergencies declared within the jurisdiction or any specific provincial jurisdictions. Links to the most up-to-date information for each province can be found in [Appendix A](#).

As a physical distancing measure, the number of PSPC employees in attendance at one time to conduct / observe site reviews required for quality and quantity control should be restricted. To minimize the number of PSPC attendees, site reviews required for quality and quantity control should be conducted by designated individuals (consultant, for example) who can effectively determine if the work meets the necessary requirements of quality and quantity; certification requirements must continue to rely on those with delegated authority. It is not recommended to have any client representatives or any other persons that are not absolutely required for the purpose of the inspection. The use of technology is encouraged. For those persons on site, the use of photos or video streaming, to allow for inclusion of other members of the team, are suggested alternatives.

Prior to any visit, PSPC employees shall ensure they are in good health and should carry out any self-assessment deemed necessary for the site's location to reveal signs and symptoms. Results of this self-assessment (absent any confidential medical information) should be provided to the PSPC supervisor or manager prior to travel. We invite readers to consult the [Appendix A](#) for provincial guidance.

For added safety, the following guidelines should be considered:

- Take a personal vehicle instead of a rental vehicle
- If multiple people have to travel, take separate vehicles so not to be in close quarters
- Carry either wipes, sanitizer or appropriate cleaning solution to be able to clean hands and surfaces before and after touching
- Employees' travel shall be tracked and monitored by the PSPC staff manager.
- Manager should be aware of travel itinerary and employee should make regular check-ins consistent with the policy on working alone.

- Employee should carry their PSPC employee ID, and Public Service Health Care card and be aware of phone numbers for provincial health authorities, public safety, HRG, etc.
- Employees should use their Government of Canada Travel Card for greater/better insurance coverage.

3.1.3 Personal Protective Equipment (PPE) & Mitigation Techniques

Typical PPE (e.g. boots, vest, safety glasses) must be worn at all times on the job site, without exception. In light of COVID-19 additional PPE may be required, such as, bio-hazard suits, latex / vinyl gloves, masks, goggles, and face shields, if appropriate to the job site. Any PPE required as per current COVID-19 protocols should be used as recommended and with the appropriate level of training to ensure its proper use.

4 Site Issues

4.1 Building Inspections by Authorities Having Jurisdiction during Construction

The COVID-19 pandemic may impact the timing of inspections and availability of inspectors for projects, which could ultimately affect construction progress. Inspections of on-going construction are required by third parties during construction for both regulatory and commercial reasons. Environmental and occupational health & safety are but two examples of regulatory inspections. Utilities such as electrical power suppliers, water and waste water agencies, etc. are examples of obligatory commercial inspections. In Provinces where the building code statutes are binding on the Crown, the Consultant provides compliance certification and the municipality that would provide such services to the general public do not apply

Constructors are obligated to facilitate such inspections as part of their services and therefore Canada is not liable for a compensable delay should such inspections be postponed. Coordination of required building inspections is the responsibility of the Contractor. Any changes to the schedule should be communicated by the Contractor and captured by the Departmental Representative, in communication with the client's Project Leader / Sponsor as required.

In the event that an inspector requires a more detailed review that involves deconstruction or any additional costs, such cost must be borne by the Contractor. Appropriate information, in writing, and photo evidence are highly suggested.

4.2 Consultant / Contractor Initiated Refusal to Attend Site/Work Stoppage

It is important to understand that the effects related to COVID-19 may impact a project's workforce and/or professionals. For example, due to the health risks associated with COVID-19, there could be a reluctance to working on site or a complete stoppage of the work, i.e. refusal to attend site. In order to effectively manage these events, the following recommendations have been provided for reference; upon notification of refusal to attend site the Departmental Representative shall:

- Verify the validity of the Notice with the Contractor.
- Clarify whether the issue is a 'Right to Refuse' matter pursuant to OH&S legislation, or regulatory 'stop work order', or Contractor initiated delay, or Contractor abandonment of Contract. Collect documentary evidence as appropriate from Contractor.
- Notify the PSPC unit manager, the claims manager, Contracting Officer, Regional Manager and client service manager to review circumstances.
- Advise the Client's Project Leader / Sponsor.
- Issue a response letter/e-mail using the [Example Letter](#) in Appendix B when a contractor refuses to attend the jobsite. This letter is intended to remind the contractor of their responsibilities and invites them to contact PSPC for further detail.

5 Procurement Considerations

5.1 General

5.1.1 Procedures

- All usual procurement approval processes continue to be required.
- All usual procurement regulations, policies and procedures remain in full effect.
- All usual workflows (e.g. document routing) remain the same.

5.1.2 Processing Times

- Employees are dealing with technological challenges as well as increased demand for procurement services during these unprecedented times.
- While every effort will be made to maintain service standards, actual response times may vary more than usual.
- Departmental Representatives should allow extra time for processing of short forms and change orders.
- Departmental Representatives should allow longer lead times for the posting of solicitations, since modifications to existing templates and additional approvals may be required.

5.2 Pre-Solicitation (Defining Upcoming Requirements)

- Departmental Representatives should advise the Contracting Authority immediately if the Construction is related to the COVID-19 response effort.
- Departmental Representative should determine if the Work is considered essential or non-essential.
- While construction work on federal government property falls under federal jurisdiction (with the exception of Health & Safety and Environmental matters), for projects where Canada does not consider the Work essential, it is up to Contractors to decide whether or not to comply with provincial shut-downs of non-essential businesses. Lists of provincial exceptions are provided in Appendix A
- Departmental Representatives should consider whether or not any modifications to drawings and specifications are required as a result of the COVID-19 pandemic impacts.
- Departmental Representatives should consider whether or not the Work can be carried out safely during the COVID-19 pandemic.

5.3 Solicitation Process

Applies to RFP (Request for Proposal), ITT (Invitation to Tender), RFSA (Request for Supply Arrangement) and RFSO (Request for Standing Offer)

5.3.1 New Solicitations

- Priority will be given to solicitations for Work that has either been deemed an essential service to the federal government, or an essential service within the province of the Work.
- Public health measures including physical distancing are of the highest priority. Therefore, the posting of new solicitations should not yet be looked at as a means to stimulate the economy. In due course, the Construction industry will be expected to play an important role in Canada's economic recovery.
- Requirements for non-essential Work may still be posted, but Contracting Authorities and Departmental Representatives should consider risk mitigation strategies if the solicitations will close before the Construction industry is permitted to return to business-as-usual in the province of the Work:
 - Contracting Authorities might consider a longer bid validity period to ensure that there will be adequate time to properly evaluate bids and carry out contract award activities before bids expire.
 - Contracting Authorities might consider specifying a start date for the Work that is later than the Contract Award date.
- Before posting new solicitations, consideration must be given to the following:

- Site visits in the traditional format may go against public health requirements to avoid gathering in groups (see [Appendix A](#) for links to provincial websites). Therefore, in situations where a site visit is considered important to Bidders' abilities to respond effectively, the following options for alternative site-visit procedures may be explored:
 - Option 1: If the work site is publicly accessible area, a PSPC officiated site visit may not be necessary. The solicitation shall encourage the bidders to visit the site on their own time
 - Option 2: One-on-one site visits:
 - Bidders interested in participating in the site visit would be required to register with the Contracting Authority in advance by email.
 - The Contracting Authority would assign each bidder a specific time slot.
 - The Departmental Representative would show the site to 1 contractor rep at a time (one-on-one).
 - All bidder questions would be submitted to the Contracting Authority and answered by solicitation amendment/addendum following the site visit.
 - Additional restrictions could include: The Bidder's representative must not have travelled internationally in the past 14 days, must not have symptoms of COVID-19, and must respect physical distancing measures while on site.
 - Option 3: Where it would be effective, virtual site-visits using video conferencing technology may also be considered.
- There will be no in-person public bid openings for 1-envelope ITTs until further notice.
- Bid Receiving Unit procedures may vary during the COVID-19 pandemic and may differ by location. Bid Receiving Units generally remains operational, but Contracting Authorities are requested not to pick up of physical bids in person at some Bid Receiving Units. Arrangements will need to be made after bid-closing.
- Extended Posting Periods for Non-Essential Work:
 - Contracting Authorities and Departmental Representatives should give consideration to posting non-essential Work for extended solicitation periods where it can be accommodated within the project's schedule constraints, for example:
 - To allow industry sufficient time to prepare a bid while dealing with the impacts of COVID-19 on their business.
 - To ensure that the solicitation period allows enough time for alternative site-visit procedures (e.g. one-on-one site visits) to be scheduled and completed before the Q&A period ends, if applicable.
 - Especially in provinces where emergency orders remain in place, Contracting Authorities and Departmental Representatives should be as flexible as possible in considering extending posting periods if there are indications from industry that the time provided is insufficient to properly coordinate and submit bids.
- Depending on the urgency (public safety implications, etc.), solicitations for essential work can proceed with normal solicitation periods, with attentive monitoring of industry feedback to ensure competition.
- Canada will have to be receptive and flexible if there are indications that the timing of the solicitation may result in a low level of industry interest.
 - For example, if there are very few questions received during the solicitation period, there is little or no interest in the site visit, or Canada receives negative feedback from industry (regarding

reduced capacity, etc.), we will need to strongly consider extending the posting period or even cancelling the solicitation before the bid closing date and re-tendering later. In this case, a 15% scope change prior to re-tendering would not apply.

5.3.2 Existing Solicitations (already posted)

- If the solicitation is for non-essential Work, the Contracting Authority should consider extending the closing date to allow industry additional time to respond.
- Further extensions may be required if/when the emergency orders are extended.
- Contracting Authorities should review the solicitation documents to determine if amendments/addendums are required as a result of changes to procurement procedures during the COVID-19 pandemic, such as:
 - To increase the bid validity period to ensure adequate time for bid evaluation and award activities before bids expire.
 - If necessary, to change the start date for the Work to a date later than the Contract Award date.
 - To add new health and safety requirements (see the Defining Upcoming Requirements section for additional information).

5.3.3 Closed Solicitations

- For non-essential work, the Contracting Authority may need to attempt to extend the bid validity period to ensure that evaluation and award procedures can be properly completed before bid expiry. In situations where bids continue to remain valid and Work could not begin upon Contract Award, Contracting Authorities should consider whether it is in Canada's best interests to award the Contract right away or wait for a return to business-as-usual in the province of the Work.
- If a bidder wants to withdraw their bid before contract award (e.g. if they didn't know about some COVID-19 impacts at the time of bid closing), Legal Services must be consulted.

5.4 Contract Administration

5.4.1 Essential Work

- PSPC has deemed certain real property projects to be essential.
- For projects deemed to be essential, a letter will be/has been sent from Real Property Services (RPS) (from the appropriate authorized level) to the Contractor.
- Departmental Representatives are requested to provide a copy of any such letters to the Contracting Authority.
- If any changes are required as a result of COVID-19, refer to [Changes Allowed for Direct Costs Related to COVID-19 Impacts](#) and [Changes in the Work Related to COVID-19](#).

5.4.2 Non-Essential Work

- For Work considered non-essential work in the provinces of Ontario and Quebec, the Real Property Contracting Directorate (RPCD) anticipates that Contractors will notify the Departmental Representative and/or Contracting Authority that they intend to stop work as a result of the provincial regulations.
 - Note that GC 1.8 – Laws, permits and taxes requires Contractors to follow all provincial regulations applicable to the performance of the Work.
- If the Contractor indicates an intent to claim for costs related to the shut-down, refer to [Changes Allowed for Direct Costs Related to COVID-19 Impacts](#) and [Claims for costs related to Suspension of the Work by Canada during the COVID-19 pandemic](#).

- Upon receipt, the Contracting Authority may use the draft email template “Appendix A - Response to Contractor-Initiated Site Shutdown”, modified as needed, to acknowledge receipt.
- Throughout the Work disruption, the Contractor remains solely responsible for construction site safety, including the health and safety of the persons and property on site as well as the protection of persons and the environment adjacent to the site.
 - See also: [Extension of Time Requests](#)
- A Work disruption may impact the completion date for the Work. Detailed records should be maintained of all communications with the Contractor pertaining to schedule impacts and the reason(s) for delay(s).
- The Contractor should be advised that they must promptly resume performance of the Work once it is possible to do so in compliance with all federal, provincial and municipal laws and regulations applicable to the performance of the Work.
- In the event that there is a governmental (e.g. Provincial) order to cease Construction Activity, each project team is responsible for a complete and safe shutdown. The Departmental Representative shall issue a [letter to the contractor](#) that reminds them of their responsibilities in this circumstance, modified as needed.
- The Departmental Representative shall ensure the following items are discussed and are adhered to:
 - Any temporary elements protecting the site such as fencing, barriers, CCTV (Closed Circuit TV Cameras) or other means, must remain in place and operational to ensure security.
 - Doors are to be locked and keys are to be made available to the appropriate people, or an emergency contact name provided.
 - Site has relevant lighting and signage.
 - Leave site clean and uncluttered, all materials have been appropriately stored.
 - Remove designated substances from site, wherever possible. If it is not possible ensure they are in a sealed area with negative air pressure.
 - Ensure all fire prevention / detection and life safety measures are reinstated. If this is not possible determine an acceptable workaround.
 - Mechanical/Electrical/Server rooms are accessible to technicians.
 - Points of egress are all acceptable or appropriate signage is in place.
 - Ensure that the site is either inspected by an authorized individual (i.e. consultant) or proper photo documentation has been submitted.

5.4.3 Extension of Time Requests

- Contractors should be advised to track the periods and reason(s) of disruption for any Extension of Time request.
- Pursuant to GC 6.5 - Delays and Extension of Time, the Contractor may apply to Canada for an Extension of Time at any point in time before the date first fixed for completion of the Work.
 - Contractors should be asked to consider submitting only one Extension of Time request if possible, once the extent of the disruption is known, to reduce the overall quantity of requests (i.e. once the extent and effects of the disruption is known).
 - If the Contractor indicates that there will be costs associated with their Extension of Time application, refer to Claims for Costs Related to COVID-19.
- Departmental Representatives are advised that they may not grant verbal approvals/site instructions related to Extensions of Time.
- The Contractor should be advised (but is not contractually obligated) to make any Extension of Time application using PWGSC-TPSGC Form 1801 – Extension of Time on Contracts, which can be found at: <https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1801.pdf>.
- Upon receipt of a written application for an Extension of Time (i.e., revision of the required date of substantial completion / performance with no cost implications to the Crown) from the Contractor on

the grounds of an alleged cause “beyond the control of the Contractor” the Departmental Representative shall:

- Ensure the application has been received in writing and is in accordance with the Terms of the Contract (including but not limited to written approval of Surety).
- Notify the Project Management unit manager, Claims Manager or representative, and Contracting Officer.
- While many impacts related to COVID-19 are likely to be beyond the control of the Contractor, assess whether the alleged causes conform to the four-point test of:
 - beyond the reasonable control of the Contractor;
 - could not reasonably have been foreseen;
 - could not reasonably have been prevented by means reasonably available to the Contractor; and
 - occurred without the Contractor’s fault or neglect.
- If an excusable delay is appropriate, verify that the Contractor’s Time Impact Analysis (TIA) has established an appropriate duration in order to recommend the Contractor’s application for Extension of Time to the Contracting Officer for approval and issue to Contractor
- An [Example Letter](#) has been prepared to Notify the Client / Project Leader of the circumstances regarding the request for the extension of time and is located in [Appendix D](#)
- Several example letters in response to the Contractors request for an extension of time have been prepared to address various circumstances:
 - [response to Contractor that gives notice of stopping the work without explicitly giving notice of intent to claim](#)
 - [response to Contractor that gives notice of delay and explicit notice of intent to claim](#)

5.4.4 Suspension of Work (aka issuing a “Stop Work Order”)

- RPCD does not recommend the use of GC 7.2 Suspension of Work in most cases.
- There is no separate provision in our standard construction contracts related to stop-work orders.
- If Canada issues a Suspension of Work Notice, Canada will be responsible for the Contractor’s extra costs during the period of the suspension.
- If the suspension lasts more than 60 days, the Contractor will have the ability to negotiate terms and conditions related to resuming the work. If Canada and the Contractor can’t reach an agreement, the suspension becomes a termination, which can result in Canada being responsible for paying termination costs as well as possible delays while the Work is re-tendered and a new Contractor is found.
- Since no one knows the precise duration of the impacts of the COVID-19 pandemic, RPCD advises that this option should only be considered in exceptional circumstances.
- If a Departmental Representative becomes aware of a situation where a 3rd party (such as client department or security firm) is preventing a Contractor from accessing the site, the Departmental Representative shall:
 - Ensure the order has been received is in the prescribed format deemed valid and in proper order with respect to the contract.
 - Confirm the date of the order and to whom it was issued.
 - Notify the Project Management unit manager, Claims Manager, and Contracting Officer.
 - Assess whether the order compels full or partial cessation of the Work and for what duration.
 - Notify the Client / Project Leader/Sponsor
 - Issue a [response letter to the Authority denying access](#) using the template, modified as needed, found in [Appendix C](#)

- Solicit confirmation from Legal Services as to the legality of the order.
- If the order is legally confirmed, and the Work is expected to eventually resume, the Departmental Representative shall discuss with the Contracting Authority whether the issuance of a Suspension Notice pursuant to the terms of the Contract is appropriate. If the order is legally confirmed, but the Work will not resume at a later date, recommend to the Contracting Authority to Terminate the Contract pursuant to the terms of Contract.
- Advise the Contractor that they are required to take steps to minimize their costs during any period of suspension.

5.4.5 Changes Allowed for Direct Costs Related to COVID-19 Impacts

- Due to the unprecedented nature of the current situation, contractors may incur additional expenses as a direct result of the COVID -19 pandemic. In light of this, Canada will amend certain types of contracts to permit the payment of certain additional direct costs borne by the contractor in order to respond to the emergency orders issued by the Health Authorities in the Province or Territory of work.
- This process is applicable to eligible stipulated price contracts and construction management contracts, and will be in effect until March 31, 2021. Eligible contracts are those contracts in effect or where bids were tendered prior to April 01, 2020.
-
- This process shall not duplicate any other portion of the work where costs associated with COVID-19 have already been deemed to be accounted for, i.e. a previous change order.
- Compensation for the additional direct costs shall follow the established regional change order process, following a request for a change from the contractor for such compensation, which may also be in the form of a request for an extension of time.
- NOTE: This amendment does not contain provisions for loss of productivity incurred by contractors.
- The following items are the Eligible Direct Cost Items to be considered for a change order to the contract:
 - *Additional Personal Protective Equipment supplied to workers, as ordered by Provincial/Territorial Health Officials, to safely carry out their duties.*
 - *The provision of additional site trailers and comfort stations, and their respective cleaning and maintenance, as ordered by Provincial/Territorial Health Officials to allow for adequate social distancing and personal hygiene at the work site.*
 - *The Labour, Plant, and Material associated with the Demobilization and Remobilization of the worksite due to compliance of Provincial construction shutdown and re-opening orders (This applies to Quebec and Ontario work sites affected by emergency orders enacted in March and April 2020 respectively.).*
 - *PSPC approved Material substitutions to account for supply chain limitations*
 - *Premiums for alternate travel requirements to comply with Provincial /Territorial Authorities emergency requirements, including premiums for charter or direct flights, and allowances for the period of self-isolation for out of province workers to be eligible to begin working.*
 - *Extensions for existing equipment rentals related to requests for Extension of Time.*
 - *Additional Bonding and Insurance costs related to the Extension of Time. (Note: This is considered to be included as part of the Contractor's Allowance when changes are processed following GC 6.4.1)*
 - *Additional direct supervision as ordered by Provincial/Territorial Health Authorities.*
 - *Other reasonable direct costs as determined by Canada in its sole discretion incurred due to compliance with Provincial/Territorial Health Authorities direct emergency orders.*

- Determination of the Price of the Change Orders shall be in accordance with [GC6.4, Determination of Price](#).
 - All change orders for work that has been completed for the Eligible Direct Cost Items shall be processed in the same fashion as [GC6.4.2, Price Determination Following Completion of Changes](#).
 - Change orders for the Eligible Direct Cost Items that are deemed necessary but have not yet been implemented may be processed in the fashion of [GC6.4.1, Price Determination Prior to Undertaking Changes](#).
- The Departmental representative shall ensure:
 - Contractors provide proof of compliance with the emergency orders of the Province/Territory of Work as well as proof of cost/purchase as applicable.
 - Contractors provide adequately detailed schedules and Time Impact Analyses to substantiate Extension of Time durations.
 - Only those items identified as Eligible Direct Cost Items shall form part of the contract amendment.
 - The cost of changes as a direct result of the COVID-19 Pandemic shall be reported (in a report format specified by the PMSL Reporting Unit).
 - There is adequate project funding available for the change order.
 - A Note to File is prepared to explain the change.

5.4.6 Claims for costs related to Suspension of the Work by Canada during the COVID-19 pandemic

- In certain cases, Canada has suspended the work of the Contractor. In these cases, Canada will pay the extra costs reasonably incurred by the Contractor as a result of the suspension, determined in accordance with [GC6.4, Determination of Price](#).
- Upon receipt of a written **Notice of Intention to Claim for that Extra Expense or Loss or Damage** from the Contractor, the Departmental Representative shall: (i.e., prior to the actual date of *Substantial Completion / Performance*)
 - Acknowledge receipt of the claim
 - Notify the PSPC unit manager, the Regional Claims Manager/Representative, Contracting Officer, Regional Manager and Client Service Manager as appropriate to review circumstances.
 - Evaluate the claim in consultation with the Regional Claims Manager/Representative and Contracting Officer to ensure conformance with the contract requirements and verify the cost of entitlement.
 - Process the claim and advise all stakeholders of the outcome.
 - Record and report the Covid-19 Direct cost change order in accordance to the following instructions. **<INSERT DIRECTION/PROCEDURAL MATERIAL FROM PMSL Reporting>**

5.4.6.1 Regional Claims Representatives

Regional Claims Representatives/Managers may also be a helpful resource in the provision of advice and guidance. Please consult [Appendix A](#) for contact information.

5.4.7 Other Changes in the Work Related to COVID-19

- If the Departmental Representative determines that changes are reasonable and necessary as a result of COVID-19, Canada could agree to pay for the associated costs through the normal, properly approved short form and change order process. Departmental Representatives should assess the need for the following on a contract-by-contract basis:
 - Schedule Acceleration: In cases where an Extension of Time has been granted to a Contractor but the new Completion Date would have an unacceptable operational impact, the Departmental Representative could decide that it would be preferable to recover time at an additional expense. For example, by agreeing to pay:
 - Extra costs incurred by the Contractor to reduce materials lead times by using an alternative materials Supplier, where the Supplier carried in the bid can't deliver required materials on time as result of COVID-19.
 - The costs of working a second shift, overtime costs, etc.
- Departmental Representatives should consult with the RPCD Contracting Authority if they are unsure about how to handle a particular situation or expense.

5.4.8 Payment

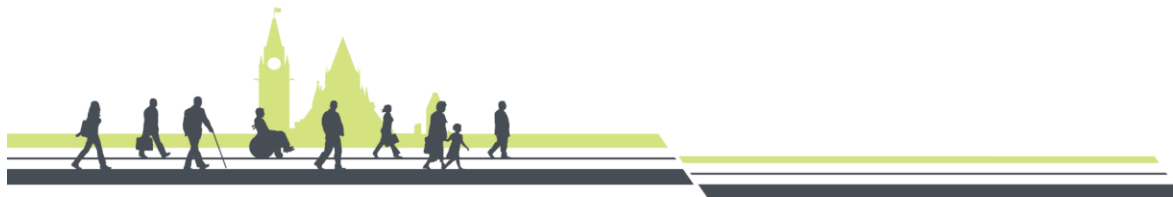
In situations where notary offices are closed and local construction associations do not make this service available to members, Contractors may be unable to have Statutory Declaration forms notarized. In this case, Departmental Representatives may temporarily accept the Contractor's signature on the form.

5.4.9 Restarting a Construction Site that has been shut down or inactive

For construction sites that have been shut down or inactive for a period of time, there are a number of items to consider before the project team resumes the project.

Recommended steps for the Departmental Representative to consider prior to reinstating an inactive construction site:

- Review any communications immediately prior to the shut down – letters, correspondence, etc. – as well as any communications that occurred throughout the shutdown.
- Review condition of work or progress of project prior to shut down, and site should be reviewed for any changes that may have occurred during shut down – site conditions, vandalism, etc. to address any variances
- Review any direction provided from Procurement for application to their contract
- Discuss your construction project and situation with PSPC experts such as the Claims Manager, Procurement, Construction Safety Advisor, DOJ for consideration prior to re-opening the construction site
- Discuss with the Consultant and the Contractor plans for a date to reinstate the construction site
- Prepare for a project team meeting prior to work reinstated on site – consider the items from the pre-construction site meeting agenda which could be prudent to discuss
- Request, in advance, an updated SSSP and project schedule from the Contractor to review at the project team meeting
- Invite appropriate stakeholders for the project team meeting



Appendix A – Helpful references, timelines and resources

Canadian COVID-19 Timeline

Dates	Event
January 25	Canada's first case of COVID-19 was confirmed in Ontario
January 30	WHO declares COVID-19 to be a public health emergency of international concern
March 11	WHO declares COVID-19 to be a pandemic
March 16	PEI declares public health emergency
March 17	Ontario & Alberta declare state of emergency
March 18	Saskatchewan declares state of emergency Newfoundland declares public health emergency Nunavut declares public health emergency
March 19	British Columbia declares state of emergency NWT declares public health emergency New Brunswick declares state of emergency
March 20	Manitoba declares state of emergency
March 22	Nova Scotia declares state of emergency
March 25	Quebec declares state of emergency and construction shutdown
March 27	NWT declares state of emergency Yukon declares state of emergency
April 4	Ontario constructions shutdown
May 11	Quebec re-starts construction
May 18	Quebec police checkpoints lifted at the Gatineau-Ottawa border

May 19	Ontario re-starts construction
July 3	Borders within the Atlantic Provinces re-open for travel

Government of Canada Publications

- Canada's COVID-19 general information: <https://www.canada.ca/en/public-health/services/diseases/2019-novel-coronavirus-infection.html>
- COVID-19 information for Government of Canada employees: <https://www.canada.ca/en/government/publicservice/covid-19.html>
- Occupational Health and Safety Directive: <https://www.njc-cnm.gc.ca/directive/d7/en>
- Designated Departmental Occupational Health and Safety Coordinators: <https://www.njc-cnm.gc.ca/s76/d612/en>

Provincial health and construction association COVID-19 information:

Province	Health	Provincial Construction Specific Orders	Construction Association Website
British Columbia	https://www2.gov.bc.ca/gov/content/safety/emergency-preparedness-response-recovery/covid-19-provincial-support	https://www2.gov.bc.ca/assets/gov/health/about-bc-s-health-care-system/office-of-the-provincial-health-officer/covid-19/covid-19-pho-guidance-construction-sites.pdf	https://www.bccassn.com/covid-19/default
Alberta	https://www.alberta.ca/covid-19-information.aspx		http://www.youracsa.ca/covid-19-information/
Saskatchewan	https://www.saskatchewan.ca/government/health-care-administration-and-provider-resources/treatment-procedures-and-guidelines/emerging-public-health-issues/2019-novel-coronavirus		http://www.scsaonline.ca/resources/covid-19-coronavirus
Manitoba	https://www.gov.mb.ca/covid19/index.html	https://mbtrades.ca/covid-19/	https://www.constructionsafety.ca/covid19-and-construction/
Ontario	https://covid-19.ontario.ca/	https://www.ontario.ca/page/construction-site-health-and-safety-during-covid-19	https://www.ontario.ca/page/construction-site-health-and-safety-during-covid-19
Quebec	https://www.quebec.ca/en/health/health-issues/a-z/2019-coronavirus/	https://www.quebec.ca/en/employment/reopening-construction-during-covid-19-pandemic/	https://www.acq.org/coronavirus/
Nova Scotia	https://novascotia.ca/coronavirus/	https://constructionsafetyns.ca/covid/	https://www.cans.ns.ca/cans-covid-19-information-centre/
New Brunswick	https://www2.gnb.ca/content/gnb/en/departments/ocmoh/cdc/content/respiratory_diseases/coronavirus.html		http://nbcsa.ca/covid-19/

Prince Edward Island	https://www.princeedwardisland.ca/en/topic/covid-19		https://www.capei.ca/home
Newfoundland and Labrador	https://www.gov.nl.ca/covid-19/	https://www.gov.nl.ca/covid-19/files/Construction-and-COVID.pdf	https://nlca.ca/critical-information-covid-19/
Nunavut	https://www.gov.nu.ca/health/information/covid-19-novel-coronavirus		https://nnca.ca/
Yukon	https://yukon.ca/covid-19		https://www.yukoncontractors.ca/
Northwest Territories	https://www.gov.nt.ca/en/covid-19-coronavirus-disease		https://nnca.ca/

Recommended Site Specific Safety Plan Additional Requirements.

Note: These items are not a prescriptive requirement, rather a suggestion on the items to be included at minimum in the Contractor Site Specific Safety Plan

Recommended Site Specific Safety Plan to incorporate:

- a) Communication and Awareness – signage reflecting the requirements and maintenance of health and safety protocols and updates as they occur
- b) Recommended practices for reducing the risk of transmission
- c) Posters for hand hygiene/hand washing/protection of others
- d) Self-Screening Protocols
- e) Fit for Duty/Worker Prescreening Protocols
- IMPORTANT:** Fit for Duty includes “**YOU or Anyone in your Household**”
- f) Social/Personal Distancing Protocols
- g) Personal Hygiene Stations (hand wash stations/hand sanitization stations)
- h) Enhanced Cleaning Protocols/Worksite Cleaning Guidelines
- i) Reporting processes and procedures to follow if feeling ill while at the job site
- j) PPE Requirements for Workers
- k) Prevention Measures to be taken by workers
- l) Protocols on management of a reported case of COVID-19 at the job site
- m) Access to/from construction site
- n) Limiting and removing internal touch areas
- o) Compartmentalization
- p) Site Operation Procedures
- q) Daily Audit Protocols

Construction Association Publications:

The Canadian Construction Association and its partners have published the *COVID-19 Standardized Protocols for All Canadian Construction Sites* and offers a variety of additional information and resources. For the latest versions, visit <https://www.cca-acc.com/covid-19-resources/>

Regional claims representative or manager

Region	Name	Telephone	Email
Atlantic	Peter Adams	902-293-4829	peter.adams@pwgsc-tpsgc.gc.ca
Québec	André Leguerrier	514-641-0729	andre.leguerrier@tpsgc-pwgsc.gc.ca
Ontario	Ilke Ayan	416-455-0709	ilke.ayan@pwgsc-tpsgc.gc.ca
	Anand Shukla	437-993-5138	Anand.shukla@tpsgc-pwgsc.gc.ca
NCA	Jean-Claude Grant	819-912-5439	jean-claude.grant@tpsgc-pwgsc.gc.ca
Western	Brian Creighton	780-940-2267	brian.creighton@pwgsc-tpsgc.gc.ca
Pacific	Alex Taheri	604-666-9374	alex.taheri@pwgsc-tpsgc.gc.ca
SPIB	Claudio Calderon	613-277-0026	claudio.calderon@tpsgc-pwgsc.gc.ca

The following example letters are available for your use as required for your project situation. Ensure the facts and letter are reviewed in accordance with protocols prior to issuing the edited letter. Click on the hyperlink to access the template(s) in GCDocs.

Appendix B – Site Issues Example Letters

Response to Contractor-Initiated Site Shutdown

Draft Email Template

<https://gcdocs.gc.ca/tpsgc-pwgsc/llisapi.dll?func=ll&objaction=overview&objid=256137298>

<Cc: Departmental Representative Name>

Subject: Re: XX

Dear <Contractor Representative>,

This email is to confirm that Canada has received your notice, dated <April XX, 2020>, stating that <Contractor name> intends to stop work on the <Project Title> Project.

Canada considers the health and safety of its Contractors, their employees, subcontractors and the general public to be of the highest importance. Canada would like to remind <Contractor name> that throughout the Work disruption, it remains solely responsible for construction safety, including the health and safety of the persons and property on site as well as the protection of persons and the environment adjacent to the site.

If <Contractor Name> anticipates that this Work disruption will impact the completion date for the Work, please report this to the Departmental Representative and Contracting Authority as soon as possible. Canada recommends that you closely monitor project schedule impacts and maintain detailed records of the reason(s) for any and all delay(s).

Pursuant to GC 6.5 - Delays and Extension of Time, the Contractor may apply to Canada for an Extension of Time at any point in time before the date first fixed for completion of the Work (XX weeks from Contract Award). The preferred format for making an Extension of Time application is PWGSC-TPSGC Form 1801 – Extension of Time on Contracts, which can be found at: <https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1801.pdf>

If such an application is received, Canada may grant an Extension of Time if Canada determines that causes beyond the control of the Contractor have delayed completion of the Work.

<need to add optional wording for how to deal with request for costs to be covered>

<Contractor Name> must promptly resume performance of the Work once it is possible to do so in compliance with all federal, provincial and municipal laws and regulations applicable to the performance of the Work, pursuant to GC 1.8 – Laws, permits and taxes.

Canada remains committed to its relationship with <Contractor Name> and looks forward to the eventual successful completion of the project.

Sincerely,

< Signature>

Site Closure from Building Owner, Landlord or other 3rd party (OGD)

<https://gcdocs.gc.ca/tps-gc-pwgsc/lisapi.dll?func=ll&objaction=overview&objid=256106975>

[Letter template to Contractor that has been denied access to their jobsite by a landlord, building owner, OGD]

[Insert Day, Month & Year]

File: [Insert Project Number]

[Insert Contractor's Name]

[Insert Street & Suite]

[Insert City, Province & Postal Code]

Dear _____:

Subject: [Provide Project Title, Contract Name and Number] – Site Access Denied or Stop Work Order

I write today to acknowledge that Public Services & Procurement Canada (PSPC) has been advised by [Client Department Name] [Regulator's Name acting under Statute Name] that PSPC and our contractors have been denied access to [name the site/location/contract place of work]. PSPC is currently investigating the validity, nature and limits of this order and will work with its contractors to ensure the health and safety of stakeholders including building occupants, PSPC staff and contractors alike. We remain ready to work with you to implement necessary steps as required and will adhere to the request of the client or order of the regulator.

Upon PSPC' verification of the order, PSPC will issue Contract suspension orders in accordance with contract terms As a result of the denied access all relevant contractors will be ordered to suspend activity on site until advised otherwise.

While PSPC is not currently aware of any requests for compensation at the moment, we advise that it is highly probable that compensatory claims and applications for *Extension of Time* from one or more contractors will be forthcoming. Additionally, if the period of suspension of contract extends beyond 60 days, it is likely that some contractors may opt out of continuing their Contract, thus resulting in unfavorable financial and time impacts to the project.

The undersigned will make [Client Department Name] aware when it becomes aware of more relevant information and it looks forward to a rapid lifting of any denial of site access or stop work order.

Please let us know if you have any questions, concerns or wish to speak further on this matter.

Yours truly,

[insert Departmental Representative's name]

Departmental Representative

c.c. Contracting Officer

PM Unit Manager

Claims Manager

Government Closure of Site

<https://gcdocs.gc.ca/tps-gc-pwgsc/lisapi.dll?func=ll&objaction=overview&objid=256093632>

[Insert Day, Month & Year]

File: [Insert Project Number]

[Insert Contractor's Name]
[Insert Street & Suite]
[Insert City, Province & Postal Code]

Dear _____:

Subject: [Provide Project Title, Contract Name and Number] – Notice of Suspension

Pursuant to the terms of Contract and due to circumstances related to the current COVID-19 pandemic, Canada gives notice that the [all][part] of the Work of the subject contract is suspended from [insert date, month year] to [insert date, month year][an indefinite period until further Notice]. No part of the Work, Plant or materials will be removed from the place of the Work without the prior written consent of Canada.

Due to the nature of this matter, a copy of this letter will be forwarded to the contract Surety for their information.

Yours truly,

[insert Departmental Representative's name]
Departmental Representative

c.c. Contracting Officer
PM Unit Manager
Claims Manager

6 Appendix C – Sample response to contractors regarding claims and extension of time

Legend
Text in blue = to be edited/deleted by the contracting officer
Text in fuchsia = Notes to the contracting officer (to be deleted)

<Insert personalized greeting>

Canada appreciates your efforts to ensure the health and safety of your workforce while also protecting the interests of the project throughout the COVID-19 pandemic.

It is also important for Canada and its Contractors to continue to keep construction projects on track. Without compromising the health and safety of workers, we expect <Contractor Name> to take all necessary measures to mitigate, as much as possible under the circumstances, delays and disruptions to the project. Additionally, as the Contractor in charge of the Work, the building site, the subcontractors and the property under your control, <Contractor Name> is responsible for mitigating losses and maintaining an efficient management of the costs, the delays and the next steps to ensure the delivery of the project.

Delays related to COVID-19

In relation to this situation, you may refer to GC6.5 – Delays and Extension of Time <Optional Wording 1: Use the following wording only if the completion date hasn't already passed> <,which may allow you to submit an application for an Extension of Time to complete the Work, subject to the approval of Canada. A form that may be used for this application is available at: <https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1801.pdf>. However, please note that despite the existence of a section on the form that enables the person completing it to indicate "There will be additional costs as a result of this extension" (with "Yes" or "No" checkboxes), this should not be construed as an invitation to claim costs that are not otherwise payable by Canada under the Contract. Such application for an Extension of Time should contain sufficient details and comply with the general conditions of the Contract. Any cumulative delay prior to the situation caused by COVID-19, if any, will have to be the subject of a separate extension application. Please note that, in accordance with GC6.5 paragraph 2, the application must be accompanied by the written consent of the bonding company whose bond forms part of the Contract Security>.

Optional Wording 2: Use the following paragraph if the contractor is requesting costs related to COVID-19:

Costs related to COVID-19

- <We also understand that <Contractor Name> intends to request compensation under the Contract for expenses related to the COVID-19 pandemic. Please note that due to the unprecedented nature of the current situation, contractors may incur additional expenses as a direct result of the COVID -19 pandemic. In light of this, Canada will amend certain types of contracts to permit the payment of certain additional direct costs borne by the contractor in order to respond to the emergency orders

issued by the Health Authorities in the Province or Territory of work. The following items are eligible to be considered for a change order to the contract:

- *Additional Personal Protective Equipment supplied to workers, as ordered by Provincial/Territorial Health Officials, to safely carry out their duties.*
- *The provision of additional site trailers and comfort stations, and their respective cleaning and maintenance, as ordered by Provincial/Territorial Health Officials to allow for adequate social distancing and personal hygiene at the work site.*
- *The Labour, Plant, and Material associated with the Demobilization and Remobilization of the worksite due to compliance of Provincial construction shutdown and re-opening orders (This applies to Quebec and Ontario work sites affected by emergency orders enacted in March and April 2020 respectively.).*
- *PSPC approved Material substitutions to account for supply chain limitations*
- *Premiums for alternate travel requirements to comply with Provincial /Territorial Authorities emergency requirements, including premiums for charter or direct flights, and allowances for the period of self-isolation for out of province workers to be eligible to begin working.*
- *Extensions for existing equipment rentals related to requests for Extension of Time.*
- *Additional Bonding and Insurance costs related to the Extension of Time. (Note: This is considered to be included as part of the Contractor's Allowance when changes are processed following GC 6.4.1)*
- *Additional direct supervision as ordered by Provincial/Territorial Health Authorities.*
- *Other reasonable direct costs as determined by Canada in its sole discretion incurred due to compliance with Provincial/Territorial Health Authorities direct emergency orders.*

<Contractor Name> is reminded to maintain detailed records of all expenses incurred, including those expenses incurred as a result of the COVID-19 pandemic, such as employee time sheets, paycheques, collective agreement rate tables, itemized invoices and proof of payments for subcontractors, as well as itemized receipts for materials, equipment/plant rentals and all other expenses. These records should clearly indicate the applicable dates and portion of the Work to which the expenses apply.>

Optional Wording 3: Use if following paragraph if Canada specifically required the Contractor to suspend performance of the Work

Costs Related to Suspension

<That said, in relation to the period that Canada required <Contractor Name> to suspend performance of the Work (from <date> to <date>), <Contractor Name> is entitled to be paid the extra costs that it necessarily incurred as a result of the Suspension of Work, determined in accordance with GC6.4 - Determination of Price. Please refer to GC6.4.2 - Price Determination Following Completion of Changes for a complete list of the costs that Canada will consider. >

Finally, if you have not done so already, you may wish to review your eligibility for Government of Canada and provincial relief programs, such as:

- Canada Emergency Wage Subsidy (CEWS), which covers up to 75% of employee wages for employers with large decreases in revenue;
- The Temporary 10% Wage Subsidy;
- Credit solutions under the Business Credit Availability Program (BCAP) or other programs; and
- Provincial relief measures.

We will keep you apprised of any new developments and remain available to discuss, should you have any questions. We look forward to continuing to work with <Contractor Name> towards the successful completion of the project.

Sincerely,

<Contracting Authority Signature Block>

