

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions - TPSGC

11 Laurier St. / 11 rue Laurier

Place du Portage, Phase III

Core 0A1/Noyau 0A1

Gatineau, Québec K1A 0S5

Bid Fax: (819) 997-9776

Request For a Standing Offer Demande d'offre à commandes

Departmental Individual Standing Offer (DISO)

Offre à commandes individuelle du département(OCID)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Consultant Services Division/Division des services
d'experts-conseils

11 Laurier St./11 Rue Laurier

3C2, Place du Portage

Phase III

Gatineau, Québec K1A 0S5

Title - Sujet Geotechnical Services S.O.	
Solicitation No. - N° de l'invitation EP168-123367/A	Date 2012-07-25
Client Reference No. - N° de référence du client 20123367	GETS Ref. No. - N° de réf. de SEAG PW-\$\$FE-102-60911
File No. - N° de dossier fe102.EP168-123367	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-09-05	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Boucher, Francine M.	Buyer Id - Id de l'acheteur fe102
Telephone No. - N° de téléphone (819)956-6043 ()	FAX No. - N° de FAX (819)956-3160
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Various locations, National Capital Area	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation

EP168-123367/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

fe102

Client Ref. No. - N° de réf. du client

20123367

File No. - N° du dossier

fe102EP168-123367

CCC No./N° CCC - FMS No/ N° VME

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REQUEST FOR STANDING OFFER (RFSO)

TABLE OF CONTENTS

Front Page

SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

**SI 1 CODE OF CONDUCT CERTIFICATIONS - CONSENT TO A CRIMINAL RECORD
VERIFICATION**

SI 2 SECURITY REQUIREMENTS

General Instructions to Proponents (GI)

Standing Offer Particulars (SP)

Terms and Conditions

- General Conditions (GC)
- Supplementary Conditions (SC)
- Terms of Payment (TP)
- Consultant Services (CS)
- Calculation of Fees (CF)

Standing Offer Brief - Required Services (RS)

Submission Requirements and Evaluation (SRE)

Appendix A - Declaration/Certifications Form

Appendix B - Price Proposal Form

Appendix C - Doing Business

SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

SI 1 CODE OF CONDUCT CERTIFICATIONS - CONSENT TO A CRIMINAL RECORD VERIFICATION

Pursuant to the Code of Conduct and Certifications - Proposal clause under the General Instructions to proponents, a Consent to a Criminal Record Verification form must be submitted with the proposal, by the Request for Standing Offers closing date, for each individual who is currently on the Proponent's Board of Directors. Canada will declare non-responsive any proposal in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications specified hereinafter is found to be untrue, in any respect, by Canada.

Proponents must submit with their proposal, by the Request for Standing Offers closing date:

- (a) a complete list of names of all individuals who are currently directors of the Proponent;
- (b) a properly completed and signed form Consent to a Criminal Record Verification (PWGSC-TPSGC 229).
(<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for each individual named in the list.

SI 2 SECURITY REQUIREMENTS

Proponents are hereby informed that there is a strong possibility that some call-ups against the Standing Offers might require that the consultants and their personnel possesses a Facility Security Clearance (FSC) at the SECRET level issued by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC).

Should the successful proponents not have the level of security indicated above, PWGSC shall sponsor the successful proponents so CISD can initiate procedures for security clearance. CISD, by letter, shall forward documentation to the successful proponents for completion.

Proponents desiring such sponsorship should so indicate in their covering letter with their proposal.

Successful proponent(s) issued a standing offer as a result of this RFSO, not possessing the required security clearance at time of call up, will be bypassed and PWGSC will proceed to the next consultant who possesses the required security clearance and it is furthest away from the ideal business distribution. Refer to the Standing Offer Particulars for information regarding ideal business distribution.

GENERAL INSTRUCTIONS TO PROPONENTS (GI)

Code of Conduct and Certifications - Proposal

- GI 1 Introduction
- GI 2 Procurement Business Number
- GI 3 Contracting Authority
- GI 4 Departmental Representative
- GI 5 Quantity
- GI 6 PWGSC Obligation
- GI 7 Responsive Proposals
- GI 8 Communications - Solicitation Period
- GI 9 Overview of Selection Process
- GI 10 Submission of Proposal
- GI 11 Non-Acceptance of Electronically Transmitted Proposals
- GI 12 Evaluation of Price
- GI 13 Limitation of Submissions
- GI 14 Licensing Requirements
- GI 15 Rejection of Proposal
- GI 16 Federal Contractors Program
- GI 17 Insurance Requirements
- GI 18 Joint Venture
- GI 19 Late Submissions
- GI 20 Definition of Proponent and Legal Capacity
- GI 21 Debriefing
- GI 22 Financial Capability
- GI 23 Revision of Proposal
- GI 24 Performance Evaluation
- GI 25 Proposal Costs
- GI 26 Conflict of Interest - Unfair Advantage
- GI 27 Limitation of Liability

GENERAL INSTRUCTIONS TO PROPONENTS

Code of Conduct and Certifications - Proposal

1. Proponents must comply with the Code of Conduct for Procurement. In addition to the Code of Conduct for Procurement, proponents must a) respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, b) accurately reflect their capacity to satisfy the requirements stipulated in the RFSO, Standing Offer and resulting contracts, c) submit offers and enter into contracts only if they will fulfill all obligations of the contract.
2. Proponents further understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be issued a Standing Offer and awarded a contract. Canada will declare non-responsive any offer in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications specified hereinafter is found to be untrue, in any respect, by Canada. If it is determined, after issuance of a Standing Offer, that the Proponent made a false declaration, Canada will have the right to set aside the Standing Offer and to terminate for default any resulting contracts. The Proponent will be required to diligently maintain up-to-date the information herein requested. The Proponent and any of the Proponent's parent companies, subsidiaries and affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any standing offer arising from this RFSO and any call-ups made against the Standing Offer. Canada may verify the information provided by the Proponent, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.
3. For the purpose of this section, business concerns, organizations and individuals are Proponent's affiliates if:
 - a. directly or indirectly either one controls or has the power to control the other, or
 - b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.
4. Proponent must submit the following as part of their proposal:
 - a. a complete list of names of all individuals who are currently directors of the Proponent;
 - b. a properly completed and signed Consent Form, for each individual named in the aforementioned list.
5. The Proponent must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the offer, and must also provide Canada with the corresponding Consent Forms. The Proponent will also be required to diligently maintain the list and to provide Consent Forms during the period of any standing offer and any call-ups made against the Standing Offer.
6. By submitting a proposal, the Proponent certifies to be aware, and that its parent companies, subsidiaries and affiliates are aware, that Canada may verify the information provided by the Proponent, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.
7. By submitting a proposal, the Proponent certifies that neither the Proponent nor any of the Proponent's parent companies, subsidiaries or affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the

solicitation, negotiation or obtaining of the Standing Offer arising from this RFSO and any call-ups made against the Standing Offer if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*.

8. By submitting a proposal, the Proponent certifies that except for those offences where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted as further described in subsection 9 herein, neither the Proponent nor any of the Proponent's parent companies, subsidiaries or affiliates has ever been convicted of an offence under any of the following provisions:
 - a. section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the *Competition Act*, or
 - b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the *Criminal Code* of Canada, or
 - c. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*, or
 - d. section 239 (*False or deceptive statements*) of the *Income Tax Act*, or
 - e. section 327 (*False or deceptive statements*) of the *Excise Tax Act*, or
 - f. section 3 (*Bribing a foreign public official*) of the *Corruption of Foreign Public Officials Act*, or
 - g. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the *Controlled Drugs and Substance Act*.
9. In circumstances where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted pursuant to a formal program (similar to the Competition Bureau's Leniency Program) for offences other than sections 121, 124, 380 for fraud committed against Her Majesty and 418 of the *Criminal Code* of Canada or offences under the *Financial Administration Act*, the Proponent must provide with its proposal a certified copy of confirming documentation from an official source.

GI 1 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) is inviting consulting firms with Geotechnical Engineering expertise to submit proposals for Standing Offers. The selected consultants shall provide a range of services as identified in the Required Services section of this document for projects in the National Capital Area.
2. Proponents shall be licensed or eligible to be licensed to practise in the province of Quebec and Ontario. If a Proponent is licensed to practise in only one of the two provinces, then that Proponent must be eligible and willing to be licensed in the province in which they are not licensed. Firms should be able to demonstrate successful delivery of these services for a broad variety of projects over the last 10 years. In general, the firm and its personnel will be evaluated on the basis of their demonstrated understanding of the scope of services, their approach and methodology to providing those services, the quality of their relevant experience in this area, as well as the cost of the provision of the services.

3. It is PWGSC's intention to authorize up to four (4) Standing Offers, each for a period of four (4) years from the date of issuing the Standing Offers. The total dollar value of all Standing Offers is estimated to be \$10,000,000.00 (GST or HST included). Individual call-ups will vary, up to a maximum of \$1,000,000.00 (GST or HST included). Proponents should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SP5, CALL-UP PROCEDURE.
4. This procurement is subject to the provisions of the North American Free Trade Agreement (NAFTA), World Trade Organization - Agreement on Government Procurement (WTO-AGP), Canada-Peru FTA/Canada-Colombia FTA.

GI 2 PROCUREMENT BUSINESS NUMBER

Proponents are required to have a Procurement Business Number (PBN) before issuance of a standing offer. Proponents may register for a PBN on line at Supplier Registration Information (<https://srisupplier.contractsCanada.gc.ca/>). For non-Internet registration, proponents may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

GI 3 CONTRACTING AUTHORITY

1. The Contracting Authority for this Request for Standing Offer is:

Francine Boucher
Public Works and Government Services Canada
Real Property Contracting Directorate
3C2, Phase III, Place du Portage
Gatineau, Quebec
K1A 0S5

2. The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.

GI 4 DEPARTMENTAL REPRESENTATIVE

1. A Departmental Representative will be identified at time of each individual Call-Up.
2. The Departmental Representative will be responsible for all matters concerning the technical content of the work under the Call-Up.

GI 5 QUANTITY

The level of services and estimated expenditure specified in the Request for Standing Offer are only an approximation of requirements given in good faith. The making of a proposal by the Proponent shall not constitute an agreement by Canada. Canada may make one or several call-ups against a standing offer.

GI 6 PWGSC OBLIGATION

A Request for Standing Offer does not commit PWGSC to authorize the utilization of a standing offer or to pay any cost incurred in the submission of proposals, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any services. PWGSC reserves the right to reject or authorize for utilization any proposal in whole or in part, with or without further discussion or negotiation. Canada reserves the right to cancel or amend the Request for Standing Offer at any time.

GI 7 RESPONSIVE PROPOSALS

To be considered responsive, a proposal must meet all of the mandatory requirements set out in the Request for Standing Offer. No further consideration in the selection procedure will be given to a Proponent submitting a non-responsive proposal. Proponents that submitted non-responsive proposals are notified accordingly.

GI 8 COMMUNICATIONS - SOLICITATION PERIOD

1. Questions or requests for clarification during the solicitation period must be submitted in writing to the Contracting Authority named on the Request for Standing Offer - Page 1 as early as possible. **Enquiries should be received no later than ten (10) working days prior to the closing date identified on the front page of the Request for Standing Offer** Enquiries received after that time may not be answered.
2. To ensure the integrity of the competitive bid process, enquiries and other communications regarding the RFSO must be directed only to the Contracting Authority identified in the RFSO. Failure to comply with this requirement may result in the proposal being declared non-responsive.
3. To ensure consistency and quality of information provided to proponents, significant enquiries received and the replies to such enquiries will be provided simultaneously to proponents to which the RFSO has been sent, without revealing the sources of the enquiries.

GI 9 OVERVIEW OF SELECTION PROCESS

1. The Standing Offer selection process is as follows:
 - a) a Request for Standing Offer is obtained by proponents through the Government Electronic Tendering Service (GETS);
 - b) in response to the Request for Standing Offer, interested proponents shall submit their proposals using a "two-envelope" procedure, in which proponents submit the "technical" component of their proposal in one envelope and the proposed price of the services (price proposal) in a second envelope as further described in GI 10.3 below;
 - c) responsive proposals are reviewed, evaluated and rated by a PWGSC Evaluation Board in accordance with the criteria, components and weight factors set out in the Request for Standing Offer;
 - d) PWGSC may issue a standing offer to the successful proponents;
 - e) Proponents are notified of the results within one week after PWGSC has entered into a standing offer arrangement with the successful proponents.

GI 10 SUBMISSION OF PROPOSAL

1. Canada requires that each proposal, at closing date and time or upon request from the Contracting Authority, be signed by the Proponent or by an authorized representative of the Proponent. If a proposal is submitted by a joint venture, it must be in accordance with section GI18.
2. It is the Proponent's responsibility to:
 - a) obtain clarification of the requirements contained in the Request for Standing Offer, if necessary, before submitting a proposal:

- b) submit an original of the proposal plus the specified number of copies, duly completed, IN THE FORMAT REQUESTED, on or before the closing date and time set for receipt of proposals;
 - c) send its proposal only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the Request for Standing Offer or to the address specified in the Request for Standing Offer;
 - d) ensure that the Proponent's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the proposal; and
 - e) provide a comprehensive and sufficiently detailed proposal that will permit a complete evaluation in accordance with the criteria set out in the Request for Standing Offer.
3. The technical and price components of the proposal must be submitted in separate, easily identified envelopes in accordance with the instructions contained in the proposal document. Both envelopes shall be submitted as one package which shall clearly and conspicuously display and indicate on the outside of the package the information identified in paragraph 2. d) above.
 4. Timely and correct delivery of proposals to the office designated for receipt of proposals is the sole responsibility of the Proponent. Public Works and Government Services Canada will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of proposals are the responsibility of the Proponent.
 5. The evaluation of proposals may result in authorization to utilize one or more Standing Offers in whole or in part, taking into consideration the evaluation criteria and selection method stated herein. The lowest or any proposal will not necessarily be authorized. In case of error in the calculation of prices, the unit prices will govern.
 6. The proposal should completely and thoroughly address each element of the requirements as enumerated in the Request for Standing Offer. It is also essential that the elements contained in the proposal be stated in a clear and concise manner.
 7. Proposal documents and supporting information may be submitted in either English or French.

GI 11 NON-ACCEPTANCE OF ELECTRONICALLY TRANSMITTED PROPOSALS

Due to the nature of this solicitation, a complete technical proposal, as well as a cost of services proposal (submitted under separate cover), with supporting information is required to allow a proper evaluation to be conducted. Electronic transmission of the proposal by such means as electronic mail or facsimile is not considered to be practical, and therefore, will not be accepted.

GI 12 EVALUATION OF PRICE

The price proposal must be submitted in Canadian dollars and will be evaluated GST/HST excluded.

GI 13 LIMITATION OF SUBMISSIONS

1. A Proponent may not submit more than one proposal. This limitation also applies to the persons or entities in the case of a joint venture. If more than one proposal is received from a Proponent (or, in the case of a joint venture, from the persons or entities), all such proposals shall be rejected and no further consideration shall be given.

2. A joint venture is defined as an association of two or more parties which combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise.
3. An arrangement whereby Canada contracts directly with a consultant who may retain sub-consultants or specialist consultants to perform portions of the services is not a joint venture arrangement. A sub-consultant or specialist consultant may, therefore, be proposed as part of the consultant team by more than one Proponent.
4. Notwithstanding paragraph 3. above, in order to avoid any conflict of interest, or any perception of conflict of interest, no person or entity acting as an individual Proponent or as part of a joint venture Proponent, shall be proposed as a member of another Proponent's consultant team, either as a sub-consultant or specialist consultant or as part of another joint venture Proponent. Failure to comply with this limitation will result in all submissions so involved being rejected.
5. Any joint venture entered into for the provision of professional services or other services must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

GI 14 LICENSING REQUIREMENTS

1. Consultant team members and key personnel shall be, or be eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial law in the province of the work.
2. By virtue of submission of a proposal, the Proponent certifies that the Proponent's consultant team and key personnel are in compliance with the requirements of paragraph 1 above. The Proponent acknowledges that PWGSC reserves the right to verify any information in this regard and that false or erroneous certification may result in the proposal being declared non-responsive.

GI 15 REJECTION OF PROPOSAL

1. Canada may reject a proposal where any of the following circumstances is present:
 - (a) the Proponent has been declared ineligible for selection, following unsatisfactory performance in a previous project as determined in accordance with the department's performance review procedures;
 - (b) an employee, sub-consultant or specialist consultant included as part of the proposal has been declared ineligible, for selection for work with the department in accordance with the performance review procedure referred to in paragraph 1.(a), which would render the employee, sub-consultant or specialist consultant ineligible to bid on the requirement, or the portion of the requirement the employee, sub-consultant or specialist consultant is to perform;
 - (c) the Proponent is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - (d) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;

- (e) evidence satisfactory to Canada that based on past conduct or behavior, the Proponent, a sub-consultant, a specialist consultant or a person who is to perform the Services is unsuitable or has conducted himself/herself improperly;
- (f) with respect to current or prior transactions with the Government of Canada,
 - (i) Canada has exercised its contractual remedies of taking the services out of the consultant's hands, suspension or termination for default with respect to a contract with the Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;
 - (ii) Canada determines that the Proponent's performance on other contracts, including the quality of the services provided and the quality and timeliness of the delivery of the project, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
- 2. Where Canada intends to reject a proposal pursuant to subsection 1.(f), the Contracting Authority will so inform the Proponent and provide the Proponent ten (10) days within which to make representations, before making a final decision on the proposal rejection.

GI 16 FEDERAL CONTRACTORS PROGRAM

- 1. The Federal Contractors Program (FCP) requires that some firms, including a Proponent who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Proponent, or, if the Proponent is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Firms who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Firms may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.
- 2. The Proponent certifies its status with the FCP by completing the Declaration/certifications form in the Request for Standing Offer.

GI 17 INSURANCE REQUIREMENTS

- 1. The successful Proponent shall be required to obtain and maintain Professional Liability and Comprehensive General insurance coverage in accordance with the requirements set out elsewhere in the Request for Standing Offer documents.
- 2. No insurance requirement stipulated in the Request for Standing Offer documents should be construed as limiting any insurance required by federal, provincial or municipal law. Neither should it limit any coverage which the successful Proponent and other members of the consultant team may consider to be necessary for their own protection or to fulfill their obligations.
- 3. By virtue of submission of a proposal, the Proponent certifies that the Proponent and the other members of the consultant team as may be applicable are capable of obtaining, and will obtain and maintain liability insurance in accordance with the requirements set out in the proposal documents.

GI 18 JOINT VENTURE

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Proponents who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - (a) the name of each member of the joint venture;
 - (b) the Procurement Business Number of each member of the joint venture;
 - (c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - (d) the name of the joint venture, if applicable.
2. If the information is not clearly provided in the proposal, the Proponent must provide the information on request from the Contracting Authority.
3. The proposal and any resulting standing offer must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the standing offer.

GI 19 LATE SUBMISSIONS

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

GI 20 DEFINITION OF PROPONENT AND LEGAL CAPACITY

"Proponent" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to provide services under a call-up resulting from a standing offer. It does not include the parent, subsidiaries or other affiliates of the Proponent, or its sub-consultants. The Proponent must have the legal capacity to contract. If the Proponent is a sole proprietorship, a partnership or a corporate body, the Proponent must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to proponents submitting a proposal as a joint venture.

GI 21 DEBRIEFING

A debriefing will be provided, on request, only following entry by PWGSC into a contractual arrangement with the successful Proponent. Should a Proponent desire a debriefing, the Proponent should contact the person identified on the front page of the Request for Standing Offer within 15 working days of the notification of the results of the solicitation. The debriefing will include an outline of the strengths and weaknesses of the submission, referring to the evaluation criteria. The confidentiality of information relating to other submissions will be protected. The debriefing may be provided in writing, by telephone or in person.

GI 22 FINANCIAL CAPABILITY

1. Financial Capability Requirement: The Proponent must have the financial capability to fulfill this requirement. To determine the Proponent's financial capability, the Contracting Authority may, by written notice to the Proponent, require the submission of some or all of the financial information detailed below during the evaluation of proposals. The Proponent must provide the following

information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:

- (a) Audited financial statements, if available, or the unaudited financial statements (prepared by the Proponent's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Proponent's last three fiscal years, or for the years that the Proponent has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - (b) If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Proponent must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
 - (c) If the Proponent has not been in business for at least one full fiscal year, the following must be provided:
 - (i) the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - (ii) the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
 - (d) A certification from the Chief Financial Officer or an authorized signing officer of the Proponent that the financial information provided is complete and accurate.
 - (e) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Proponent outlining the total of lines of credit granted to the Proponent and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
2. If the Proponent is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
3. If the Proponent is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Proponent, and the financial capability of a parent cannot be substituted for the financial capability of the Proponent itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
4. Financial Information Already Provided to PWGSC: The Proponent is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
- (a) the Proponent identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - (b) the Proponent authorizes the use of the information for this requirement.

It is the Proponent's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.

5. Other Information: Canada reserves the right to request from the Proponent any other information that Canada requires to conduct a complete financial capability assessment of the Proponent.
6. Confidentiality: If the Proponent provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c. A-1, Section 20(1) (b) and (c).
7. Security: In determining the Proponent's financial capability to fulfill this requirement, Canada may consider any security the Proponent is capable of providing, at the Proponent's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

GI 23 REVISION OF PROPOSAL

A proposal submitted may be amended by letter or facsimile provided the revision is received at the office designated for the receipt of proposals, on or before the date and time set for the receipt of proposals. The revision must be on the Proponent's letterhead or bear a signature that identifies the Proponent, and must clearly identify the change(s) to be applied to the original proposal. The revision must also include the information identified in GI 10 2. d).

GI 24 PERFORMANCE EVALUATION

Proponents shall take note that the performance of the Consultant during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria: Design, Quality of Results, Management, Time and Cost. Should the Consultant's performance be considered unsatisfactory, the Consultant may be declared ineligible for future contracts. The form PWGSC-TPSGC 2913-1, SELECT - Consultant Performance Evaluation Report (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf>), is used to record the performance.

GI 25 PROPOSAL COSTS

No payment will be made for costs incurred in the preparation and submission of a proposal in response to the Request for Standing Offer. Costs associated with preparing and submitting a proposal, as well as any costs incurred by the Proponent associated with the evaluation of the proposal, are the sole responsibility of the Proponent.

GI 26 CONFLICT OF INTEREST - UNFAIR ADVANTAGE

1. In order to protect the integrity of the procurement process, proponents are advised that Canada may reject a proposal in the following circumstances:
 - (a) if the Proponent, any of its sub-consultants, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - (b) if the Proponent, any of its sub-consultants, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other proponents and that would, in Canada's opinion, give or appear to give the Proponent an unfair advantage.

2. The experience acquired by a Proponent who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Proponent remains however subject to the criteria established above.
3. Where Canada intends to reject a proposal under this section, the Contracting Authority will inform the Proponent and provide the Proponent an opportunity to make representations before making a final decision. Proponents who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a proposal, the Proponent represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Proponent acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

GI 27 LIMITATION OF LIABILITY

Except as expressly and specifically permitted in this Request for Standing Offer, no Proponent or potential Proponent shall have any claim for any compensation of any kind whatsoever in relation to this Request for Standing Offer, or any aspect of the procurement process, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

STANDING OFFER PARTICULARS (SP)

- SP 1 General
- SP 2 Withdrawal/Revision
- SP 3 Period of the Standing Offer
- SP 4 Call-Up Limitation
- SP 5 Call-Up Procedure
- SP 6 Invoicing

STANDING OFFER PARTICULARS

SP 1 GENERAL

1. The Consultant acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Canada to procure or contract for any services listed in the Standing Offer.
2. The Consultant offers to provide and deliver to Canada the services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if, and when the Contracting Authority may request such services, in accordance with the conditions listed at subsection 3 below.
3. The Consultant understands and agrees that:
 - a) a call-up against the Standing Offer will form a contract only for those services which have been called-up, provided that such call-up is made in accordance with the provisions of the Standing Offer;
 - b) Canada's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
 - c) Canada has the right to procure the services specified in the Standing Offer by means of any other contract, standing offer or contracting method;
 - d) the Standing Offer cannot be assigned or transferred in whole or in part;
 - e) the Standing Offer may be set aside by Canada at any time.

SP 2 WITHDRAWAL/REVISION

In the event that the Consultant wishes to withdraw the Standing Offer after authority to call-up against the Standing Offer has been given, the Consultant must provide no less than thirty (30) days' written notice to the Contracting Authority, unless specified otherwise in the Standing Offer. The thirty (30) days' period will start upon receipt of the notification by the Contracting Authority and the withdrawal will be effective at the expiry of that period. The Consultant must fulfill any and all call-ups which are made before the expiry of that period.

The period of the Standing Offer may only be extended, or its usage increased, by the Contracting Authority issuing a revision to the Standing Offer in writing.

SP 3 PERIOD OF THE STANDING OFFER

The period for placing call-ups against the Standing Offer shall be for four (4) years commencing from the start date identified on the Standing Offer.

SP 4 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$1,000,000.00 (GST or HST included). The call-up limitation includes fees and all related disbursements.

SP 5 CALL-UP PROCEDURE

1. Services will be called-up as follows:

- a) The Departmental Representative will establish the scope of services to be performed. For each individual Call-Up, consultants will be considered using a computerized distribution system. This system will track all call-ups assigned to each consultant and will maintain a running total of the dollar value of business distributed. The system will contain for each consultant an ideal business distribution percentage which has been established as follows; 34% of the business for the top ranked consultant, 28% for the 2nd ranked consultant, 22% for the 3rd ranked consultant, 16% for the 4th ranked consultant. In the event fewer than four (4) consultants are successful, the undistributed % of business will be redistributed amongst the offerors being recommended using the following formula:

$$\text{Revised Distributions \%} = \frac{\text{pre-established \%}}{100 \text{ less the non distributed \%}} \times 100$$

The Consultant who is furthest under their respective ideal business distribution percentage in relation to the other consultants will be selected for the next call-up.

- b) The Consultant will be provided the scope of services and will submit a proposal to the Departmental Representative in accordance with the fixed hourly rates established under the Standing Offer. The Consultant's proposal shall include the category of personnel, name of personnel and the number of hours estimated/required to perform the services, as well as an estimate of proposed disbursements, if applicable.
- c) For the preparation of bilingual documents, the Consultant shall estimate the required number of hours and multiply by the hourly rates established in the Standing Offer. If the services of a translation firm are required to produce bilingual documents, these costs shall be treated as a disbursement.
- d) A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established in accordance with the hourly rate(s) established in the Standing Offer.
- e) Standing Offer holders not possessing the required security clearance at time of call up, will be bypassed and PWGSC will proceed to the next consultant who possesses the required security clearance and it is furthest away from the ideal business distribution.
2. The Consultant will be authorized in writing by the Contracting Authority to proceed with the services by issuance of a Call-up against the Standing Offer.
3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

SP 6 INVOICING

1. For prompt processing of invoices, include the following information on each invoice for payment:

- a) PWGSC project number;
- b) Invoicing period with dates;
- c) Work done to justify invoice (short narrative) for services provided
- d) Summary of costs as follows:
- | | | |
|-------------------------|------------|--------------------|
| Amount this invoice | (1) | Fees + GST = Total |
| Total previous invoices | (2) | Fees + GST = Total |
| Total invoiced to date | (1+2) =(3) | Fees + GST = Total |
| Agreed fees | (4) | Fees + GST = Total |
| Amount to complete | (4-3) =(5) | Fees + GST = Total |

% Services completed this stage (6)

e) Authorized signatures of the consultant and the date.

2. Include with each invoice for authorized disbursements, receipt of original invoices (or legible copies if originals cannot be supplied) for all items claimed.

TERMS AND CONDITIONS

0220DA	General Conditions (GC)
0000DA	Supplementary Conditions (SC)
9998DA	Terms of Payment (TP)
9999DA	Consultant Services (CS)
2000DA	Calculation of Fees (CF)

0220DA**GENERAL CONDITIONS**

GC 1	Definitions
GC 2	Interpretations
GC 3	Not applicable
GC 4	Assignment
GC 5	Indemnification
GC 6	Notices
GC 7	Suspension
GC 8	Termination
GC 9	Taking the Services Out of the Consultant's Hands
GC 10	Time and Cost Records to be Kept by the Consultant
GC 11	National or Departmental Security
GC 12	Rights to Intellectual Property
GC 13	Conflict of Interest and Values and Ethics Codes for the Public Service
GC 14	Status of Consultant
GC 15	Declaration by Consultant
GC 16	Insurance Requirements
GC 17	Resolution of Disagreements
GC 18	Amendments
GC 19	Entire Agreement
GC 20	Contingency Fees
GC 21	Harassment in the Workplace
GC 22	Taxes
GC 23	Changes in the Consultant Team
GC 24	Joint and Several Liability
GC 25	Federal Contractors Program
GC 26	International Sanctions
GC 27	Code of Conduct and Certifications - Standing Offer and Contract

GC 1 Definitions

Average Bank Rate means the simple arithmetic mean of the *Bank Rate* in effect at 4:00 p.m. Eastern Time each day during the calendar month which immediately precedes the calendar month in which payment is made;

Bank Rate means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which it makes short term advances to members of the Canadian Payments Association;

Canada, Crown, Her Majesty or the Government means Her Majesty the Queen in right of *Canada*;

Construction Contract means a contract entered into between *Canada* and a *Contractor* for the construction of the Project;

Construction Contract Award Price means the price at which a *Construction Contract* is awarded to a *Contractor*;

Construction Cost Estimate means an anticipated amount for which a *Contractor* will execute the construction of the Project;

Construction Cost Limit means that portion of the total amount of Project funds which shall not be exceeded on construction of the Project;

Consultant means the party identified in the Standing Offer to perform the *Consultant Services* under the Standing Offer and any subsequent Call-up, and includes the officer or employee of the *Consultant* identified in writing by the *Consultant*;

Contracting Authority means the party identified on the front cover page, responsible for the establishment of the Standing Offer, its amendments, administration, and any contractual issues relating to individual call-ups;

Contractor means a person, firm or corporation with whom *Canada* enters, or intends to enter, into a *Construction Contract*;

Cost Plan means the allocation of proposed costs among the various elements of the Project, as described in the *Project Brief or Terms of Reference*;

Days means continuous calendar days, including weekends and statutory public holidays;

Departmental Representative means the officer or employee of *Canada* identified to the consultant in writing to perform the *Departmental Representative's* duties under each Call-Up;

Mediation is a process of dispute resolution in which a neutral third party assists the parties involved in a dispute to negotiate their own settlement;

Project Brief or Terms of Reference means a document describing in sufficient detail the *Services* to be provided by the *Consultant* to permit the *Consultant* to proceed with the *Services* and may include general project information, scope of the work, site and design data, and time plan, specifically related to the Project;

Project Schedule means a time plan, including the sequence of tasks, milestone dates and critical dates which must be met for the implementation of the planning, design and construction phases of the Project;

Services means the *Services* provided by the *Consultant* and the *Services* required for the project as set forth in the Standing Offer and subsequent Call-up documents;

Specialist Consultant means any Architect, Professional Engineer, or other specialist, other than the *Consultant*, engaged by *Canada* directly or, at the specific request of *Canada*, engaged by the *Consultant*;

Sub-Consultant means any Architect, Professional Engineer, or other specialist engaged by the *Consultant* for the *Services* included in the Standing Offer or any subsequent Call-up;

Technical Documentation includes designs, reports, photographs, physical models, surveys, drawings, specifications, computer software developed for the purpose of the Project, computer printouts, design notes, calculations, CADD (Computer-aided Design and Drafting) files, and other data, information and material, prepared, computed, drawn, or produced and operating and maintenance manuals either prepared or collected for the Project.

GC 2 Interpretations

1. Words importing the singular only also include the plural, and vice versa, where the context requires;
2. Headings or notes in the Standing Offer shall not be deemed to be part thereof, or be taken into consideration in its interpretation;
3. "Herein", "hereby", "hereof", "hereunder" and similar expressions refer to the Standing Offer as a whole and not to any particular subdivision or part thereof.

GC 3 Not Applicable

GC 4 Assignment

1. The Call-Up shall not be assigned, in whole or in part, by the *Consultant* without the prior consent of *Canada*.
2. An assignment of the Call-Up without such consent shall not relieve the *Consultant* or the assignee from any obligation under the Call-up, or impose any liability upon *Canada*.

GC 5 Indemnification

1. The *Consultant* shall indemnify and save harmless *Canada*, its employees and agents, from losses arising out of the errors, omissions or negligent acts of the *Consultant*, its employees and agents, in the performance of the *Services* under the Call-up that may result from the Standing Offer.
2. The *Consultant's* liability to indemnify or reimburse *Canada* under the Standing Offer shall not affect or prejudice *Canada* from exercising any other rights under law.

GC 6 Notices

1. Any notice, request, direction, consent, decision, or other communication that is required to be given or made by either party pursuant to the Standing Offer, shall be in writing, and shall be deemed to have been effectively given when:
 - (a) served personally, on the day it is delivered;
 - (b) forwarded by registered mail, on the day the postal receipt is acknowledged by the other party; or

- (c) forwarded by facsimile or other electronic means of transmission, one working day after it was transmitted.
- 2. The address of either party, or the person authorized to receive notices, may be changed by notice in the manner set out in this provision.

GC 7 Suspension

- 1. The *Departmental Representative* may require the *Consultant* to suspend the *Services* being provided, or any part thereof, for a specified or unspecified period.
- 2. If a period of suspension does not exceed sixty (60) *days* and when taken together with other periods of suspension does not exceed ninety (90) *days*, the *Consultant* will, upon the expiration of that period, resume the performance of the *Services* in accordance with the terms of the Standing Offer and the relevant Call-up, subject to any agreed adjustment of the time schedule as referred to in CS 3 of clause 9999DA, Consultant Services.
- 3. If a period of suspension exceeds sixty (60) *days* or when taken together with other periods of suspension, the total exceeds ninety (90) *days*, and:
 - (a) the *Departmental Representative* and the *Consultant* agree that the performance of the *Services* shall be continued, then the *Consultant* shall resume performance of the *Services*, subject to any terms and conditions agreed upon by the *Departmental Representative* and the *Consultant*, or
 - (b) the *Departmental Representative* and the *Consultant* do not agree that the performance of the *Services* shall be continued, then the Call-Up shall be terminated by notice given by Canada to the *Consultant*, in accordance with the terms of GC 8.
- 4. Suspension costs related to this clause are as outlined in TP 8 of clause 9998DA, Terms of Payment.

GC 8 Termination

Canada may terminate any Call-up at any time in its sole discretion, and the fees paid to the *Consultant* will be in accordance with the relevant provisions in TP 9 of clause 9998DA, Terms of Payment.

GC 9 Taking the Services Out of the Consultant's Hands

- 1. Canada may take all or any part of the *Services* out of the *Consultant's* hands and may employ reasonable means necessary to complete such *Services* in the event that:
 - (a) The *Consultant* has become insolvent or has committed an act of bankruptcy, and has neither made a proposal to the *Consultant's* creditors nor filed a notice of intention to make such a proposal, pursuant to the *Bankruptcy and Insolvency Act*, or
 - (b) the *Consultant* fails to perform any of the *Consultant's* obligations under the Standing Offer or any of the Call-ups or, in Canada's opinion, so fails to make progress as to endanger performance of the Standing Offer or any of its call-ups, in accordance with its terms.
- 2. If the *Consultant* has become insolvent or has committed an act of bankruptcy, and has either made a proposal to the *Consultant's* creditors or filed a notice of intention to make such a proposal, pursuant to the *Bankruptcy and Insolvency Act*, the *Consultant* shall immediately forward a copy of the proposal or the notice of intention to the *Contracting Authority*.

3. Before the *Services* or any part thereof are taken out of the *Consultant's* hands under GC 9.1(b), the *Departmental Representative* will provide notice to the *Consultant*, and may require such failure of performance or progress to be corrected. If within fourteen (14) days after receipt of notice the default is not corrected or corrective action is not initiated to correct such fault, Canada may, by notice, without limiting any other right or remedy, take all or any part of the *Services* out of the *Consultant's* hands.
4. If the *Services* or any part thereof have been taken out of the *Consultant's* hands, the *Consultant* will be liable for, and upon demand pay to *Canada*, an amount equal to all loss and damage suffered by *Canada* by reason of the non-completion of the *Services* by the *Consultant*.
5. If the *Consultant* fails to pay on demand for the loss or damage as a result of GC 9.4, *Canada* will be entitled to deduct and withhold the same from any payments due and payable to the *Consultant*.
6. If the *Services* or any part thereof are taken out of the *Consultant's* hands as a result of GC 9.1(b) and GC 9.3, the amount referred to in GC 9.5 shall remain in the Consolidated Revenue Fund until an agreement is reached or a decision of a court or tribunal is rendered. At that time the amount, or any part of it, which may become payable to the *Consultant* shall be paid together with interest from the due date referred to in TP 2 of clause 9998DA, Terms of Payment, and in accordance with the terms of the Standing Offer.
7. The taking of the *Services*, or any part thereof, out of the *Consultant's* hands does not relieve or discharge the *Consultant* from any obligation under the Standing Offer, the Call-up, or imposed upon the *Consultant* by law, in respect to the *Services* or any part thereof that the *Consultant* has performed.

GC 10 Time and Cost Records to be Kept by the Consultant

1. Time charged and the accuracy of the *Consultant's* time recording system may be verified by the *Departmental Representative* before or after payment is made to the *Consultant* under the terms and conditions of the Call up.
2. The *Consultant* shall keep accurate time and cost records and, if required for the purposes of the Standing Offer, shall make these documents available to the *Departmental Representative* who may make copies and take extracts therefrom.
3. The *Consultant* shall afford facilities for audit and inspection upon request and shall provide the *Departmental Representative* with such information as may be required from time to time with reference to the documents referred to in GC 10.2.
4. The *Consultant* shall, unless otherwise specified, keep the time sheets and cost records available for audit and inspection for a period of at least two (2) years following completion of the *Services*.
5. If the verification is done after payment by Canada, the *Consultant* agrees to repay any overpayment immediately upon demand.

GC 11 National or Departmental Security

1. If the *Departmental Representative* is of the opinion that the Project is of a class or kind that involves national or departmental security, the *Consultant* may be required:
 - (a) to provide any information concerning persons employed for purposes of the Standing Offer unless prohibited by law;

- (b) to remove any person from the Project and its site if that person cannot meet the prescribed security requirements; and
 - (c) to retain the Project *Technical Documentation* while in the *Consultant's* possession in a manner specified by the *Departmental Representative*.
- 2. Notwithstanding the provisions of GC 12, if the Project is of a class or kind that involves national or departmental security, the *Consultant* shall not issue, disclose, discard or use the Project *Technical Documentation* on another project without the written consent of the *Departmental Representative*.

GC 12 Rights to Intellectual Property

1. Definitions

"Background" means all Technical Output that is not Foreground and that is proprietary to or the confidential information of the *Consultant*, the *Consultant's Sub-Consultants*, or any other entity engaged by the *Consultant* in the performance of the *Services*;

"Foreground" means any Invention first conceived, developed or reduced to practice as part of the *Services* and all other Technical Output conceived, developed, produced or implemented as part of the *Services*;

"IP Rights" means any intellectual property rights recognized by law, including any intellectual property right protected through legislation (such as that governing copyright, patents, industrial design, or integrated circuit topography) or arising from protection of information as a trade secret or as confidential information;

"Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable and without limiting the foregoing the term includes any unique design and construction system;

"Technical Output" means: (i) all information of a scientific, technical, or artistic nature relating to the *Services*, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, reports, photographs, physical models, surveys, drawings, specifications developed for the purpose of the Project; as well as (ii) computer printouts, design notes, calculations, CADD (Computer-aided Design and Drafting) files, and other data, information and material, prepared, computed, drawn, or produced for the purpose of the Project; and (iii) operating and maintenance manuals prepared or collected for the Project; and (iv) any buildings, built works, structures and facilities constructed as, or as part of, the Project. Technical Output does not include data concerned with the administration of the Standing Offer and/or Call-Up by Canada or the *Consultant*, such as internal financial or management information, unless it is a deliverable under the terms of the Standing Offer and/or Call-Up.

2. Identification and Disclosure of Foreground

The *Consultant* shall:

- (a) promptly report and fully disclose to Canada all Foreground that could be Inventions, and shall report and fully disclose to Canada all other Foreground not later than the time of completion of the *Services* or such earlier time as Canada or the Standing Offer and/or Call-Up may require, and

- (b) for each disclosure referred to in (a), indicate the names of all *Sub-Consultants* at any tier, if any, in which IP Rights to any Foreground have vested or will vest.

Before and after final payment to the *Consultant*, Canada shall have the right to examine all records and supporting data of the *Consultant* which Canada reasonably decides is pertinent to the identification of the Foreground.

3. IP Rights Vest with *Consultant*

Subject to articles GC 12.10 and GC 12.11 and the provisions of GC 11 National or Departmental Security, and without affecting any IP Rights or interests therein that have come into being prior to the Standing Offer and/or Call-Up or that relate to information or data supplied by *Canada* for the purposes of the Standing Offer and/or Call-Up, all IP Rights in the Foreground shall immediately, as soon as they come into existence, vest in and remain the property of the *Consultant*.

4. Ownership Rights in Deliverables

Notwithstanding the *Consultant's* ownership of the IP Rights in the Foreground that is a prototype, built work, building, structure, facility, model or custom or customized system or equipment together with associated manuals and other operating and maintenance documents and tools, *Canada* shall have unrestricted ownership rights in those deliverables, including the right to make them available for public use, whether for a fee or otherwise, and the right to sell them.

5. Licence to Foreground

Without limiting any implied licences that may otherwise vest in *Canada*, and in consideration of *Canada's* contribution to the cost of development of the Foreground, the *Consultant* hereby grants to *Canada* a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free licence to exercise all IP Rights in the Foreground that vest in the *Consultant* pursuant to article GC 12.3, for the purpose of:

- (a) the construction or implementation of any building, built works, structures and facilities, contemplated by the Project;
- (b) the further development or alteration or evolution of any part of the constructed or implemented Project, including procurement of materials and components for this purpose;
- (c) the further development, modification (including additions or deletions), completion, translation, or implementation of the Foreground and any addition to it as *Canada* may require for the purposes of the completion, utilization and subsequent evolution of the Project;
- (d) the use, occupancy, operation, exploitation, maintenance, repair or restoration of the constructed or implemented or subsequently modified Project, including the procurement of replacement materials and components required for any such purpose; and
- (e) the publishing and transmission of reproductions of the Project or any part thereof in the form of paintings, drawings, engravings, photographs or cinematographic works, to the public, in hard copy or by any electronic or other means, except for copies in the nature of architectural drawings or plans.

6. Licence to Foreground for Other Projects

The *Consultant* hereby grants to *Canada* a non-exclusive, perpetual, world-wide, irrevocable licence to exercise all IP Rights that vest in the *Consultant* pursuant to paragraph GC 12.3 for the purpose of planning, designing and constructing or otherwise implementing any project other than the Project, and for any purpose set out in paragraph GC 12.5 as it relates to such other project. In the event that *Canada* exercises such IP Rights in an other project, and provided that *Canada* does not already have equivalent rights under a previous contract or otherwise, *Canada* agrees to pay to the *Consultant* reasonable compensation determined in accordance with current industry practice and having regard to *Canada's* contribution to the cost of development of the Foreground. The *Consultant* shall ensure that in any sale, assignment, transfer or licence of any of the IP Rights that vest in the *Consultant* under the Standing Offer and/or Call-Up, the purchaser, assignee, transferee or licensee agrees to be bound by the terms of this provision and to accept reasonable compensation as is contemplated herein. The *Consultant* shall also ensure that any such purchaser, assignee, transferee or licensee of the IP Rights is required to impose the same obligations on any subsequent purchaser, transferee, assignee or licensee.

7. Licence to Background

Without limiting any implied licences that may otherwise vest in *Canada*, the *Consultant* hereby grants to *Canada* a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free licence to exercise such of the IP Rights in any Background incorporated into the *Services* or necessary for the performance of the *Services* as may be required

- (a) for the purposes contemplated in article GC 12.5 and GC 12.6;
- (b) for disclosure to any contractor engaged by *Canada*, or bidder for such a contract, to be used solely for a purpose set out in article GC 12.5 and GC 12.6;

and the *Consultant* agrees to make any such Background available to *Canada* upon request.

8. *Canada's* Right to Disclose and Sub-license

The *Consultant* acknowledges that *Canada* may wish to award contracts, which may include a competitive process, for any of the purposes contemplated in article GC 12.5, GC 12.6 and GC 12.7. The *Consultant* agrees that *Canada's* licence in relation to the IP Rights in the Foreground and in the Background, includes the right to disclose that Foreground and Background to bidders for such contracts, and to sub-license or otherwise authorize the use of that Foreground and Background by any contractor or consultant engaged by *Canada* for the purpose of carrying out such a contract.

9. *Consultant's* Right to Grant Licence

- (a) The *Consultant* represents and warrants that the *Consultant* has, or the *Consultant* shall obtain without delay, the right to grant to *Canada* the licence to exercise the IP Rights in the Foreground and the Background as required by the Standing Offer and/or Call-Up.
- (b) Where the IP Rights in any Background or Foreground are or will be owned by a *Sub-Consultant*, the *Consultant* shall either obtain a licence from that *Sub-Consultant* that permits compliance with articles GC 12.5, GC 12.6 and GC 12.7 or shall arrange for the *Sub-Consultant* to convey directly to *Canada* the same rights by execution of the form provided for that purpose by *Canada* no later than the time of disclosure to *Canada* of that Background and Foreground.

10. Trade Secrets and Confidential Information

The *Consultant* shall not use or incorporate any trade secrets or confidential information in any Foreground or Background used or created in performance of the Standing Offer and/or Call-Up.

11. *Canada Supplied Information*

- (a) Where performance of the *Services* involves the preparation of a compilation using information supplied by *Canada*, then the IP Rights that shall vest under paragraph GC 12.3 shall be restricted to the IP Rights in Foreground that are capable of being exploited without the use of the information supplied by *Canada*. All IP Rights in any compilation, the Foreground in which cannot be exploited without the use of such *Canada* supplied information shall vest in *Canada*. The *Consultant* agrees that the *Consultant* shall not use or disclose any *Canada* supplied information for any purpose other than completing the performance of the *Services*. The *Consultant* shall maintain the confidentiality of such information. Unless the Standing Offer and/or Call-Up otherwise expressly provides, the *Consultant* shall deliver to *Canada* all such information together with every copy, draft, working paper and note thereof that contains such information upon the completion or termination of the Standing Offer and/or Call-Up, or at such earlier time as *Canada* may require.
- (b) If the *Consultant* wishes to make use of any *Canada* supplied information that was supplied for purposes of the Standing Offer and/or Call-Up, for the commercial exploitation or further development of any of the Foreground, then the *Consultant* may make a written request for a licence to exercise the required IP Rights in that *Canada* supplied information, to *Canada*. The *Consultant* shall give *Canada* an explanation as to why such a licence is required. Should *Canada* agree to grant such a licence, it shall be on terms and conditions to be negotiated between the parties including payment of compensation to *Canada*.

12. *Transfer of IP Rights*

- (a) If *Canada* takes the *Services* out of the *Consultant's* hands in accordance with GC 9 of the General Conditions, in whole or in part, or if the *Consultant* fails to disclose any Foreground in accordance with article GC 12.2, *Canada* may upon reasonable notice, require the *Consultant* to convey to *Canada* all of the IP Rights in the Foreground or in the case of a failure to disclose, all the IP Rights in the Foreground not provided. The IP Rights to be conveyed shall include the IP Rights in any Foreground that have vested or are to vest in a *Sub-Consultant*. In the case of IP Rights in Foreground which have been sold or assigned to a party other than a *Sub-Consultant*, the *Consultant* shall not be obligated to convey those IP Rights to *Canada*, but shall pay to *Canada* on demand an amount equal to the consideration which the *Consultant* received from the sale or assignment of the IP Rights in that Foreground or, in the case of a sale or assignment was not at arms length, the fair market value of the IP Rights in that Foreground, in each case including the value of future royalties or licence fees.
- (b) In the event of the issuance by *Canada* of a notice referred to in (a), the *Consultant* shall, at the *Consultant's* own expense and without delay, execute such conveyances or other documents relating to title to the IP Rights as *Canada* may require, and the *Consultant* shall, at *Canada's* expense, afford *Canada* all reasonable assistance in the preparation of applications and in the prosecution of any applications for, or any registration of, any IP Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.
- (c) Until the *Consultant* completes the performance of the *Services* and discloses all of the Foreground in accordance with article GC 12.2, and subject to the provisions of GC 11 National or Departmental Security, the *Consultant* shall not, without the prior written permission of *Canada*, sell, assign or otherwise transfer title to the IP Rights in any of the Foreground, or license or otherwise authorize the use of the IP Rights in any of the Foreground by any person.

- (d) In any sale, assignment, transfer or licence of IP Rights in Foreground by the *Consultant* except a sale or licence for end use of a product based on Foreground, the *Consultant* shall impose on the other party all of its obligations to *Canada* in relation to the IP Rights in the Foreground and any restrictions set out in the Standing Offer and/or Call-Up on the use or disposition of the IP Rights in the Foreground (and, if applicable, the Foreground itself), including the obligation to impose the same obligations and restrictions on any subsequent transferee, assignee or licensee. The *Consultant* shall promptly notify *Canada* of the name, address and other pertinent information in regard to any transferee, assignee or licensee.

GC 13 Conflict of Interest and Values and Ethics Codes for the Public Service

1. The *Consultant* declares that the *Consultant* has no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out the *Services*, and should such an interest be acquired during the life of the Standing Offer, the *Consultant* shall declare it immediately to the *Departmental Representative*.
2. The *Consultant* shall not have any tests or investigations carried out by any persons, firms, or corporations, that may have a direct or indirect financial interest in the results of those tests or investigations.
3. The *Consultant* shall not submit, either directly or indirectly, a bid for any Construction Contract related to the Project.
4. The *Consultant* acknowledges that no individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s.2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Services, or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Standing Offer or subsequent Call-ups.
5.
 - (a) The *Consultant* shall not be eligible to compete as a consultant or sub-consultant for a project which may result from the provision of the *Services* if the *Consultant* is involved in the development of a Project Brief or Terms of Reference, a Request for Proposal or similar documents for such project.
 - (b) The *Consultant* providing certain pre-design services (e.g. studies, analysis, schematic design) that do not involve the development of a Project Brief or Terms of Reference, a Request for Proposal or similar documents for such project may be eligible to compete as a consultant or sub-consultant for a project which may result from the provision of these services. The experience acquired by a *Consultant* who has only provided pre-design services, where the information / documentation resulting from these services is made available to other proponents, will not be considered by *Canada* as conferring an unfair advantage or creating a conflict of interest.

GC 14 Status of Consultant

The *Consultant* is an independent contractor engaged by *Canada* to perform the *Services*. Nothing in the Standing Offer through a Call-up is intended to create a partnership, a joint venture or an agency between *Canada* and the other party or parties. The *Consultant* must not represent itself as an agent or representative of *Canada* to anyone. Neither the *Consultant* nor any of its personnel is engaged as an employee or agent of *Canada*. The *Consultant* is responsible for all deductions and remittances required by law in relation to its employees.

GC 15 Declaration by Consultant

The *Consultant* declares that:

- (a) based on the information provided pertaining to the *Services* required under the Standing Offer, the *Consultant* has been provided sufficient information by the *Departmental Representative* to enable the *Services* required under the Standing Offer to proceed and is competent to perform the *Services* and has the necessary licences and qualifications including the knowledge, skill and ability to perform the *Services*; and
- (b) the quality of *Services* to be provided by the *Consultant* shall be consistent with generally accepted professional standards and principles.

GC 16 Insurance Requirements

1. General

- a) The Consultant shall ensure that appropriate liability insurance coverage is in place to cover the consultant and the members of the consultant team and shall maintain all required insurance policies as specified herein.
- b) The Consultant shall, if requested by the Contracting Officer at any time, provide to the Contracting Officer an Insurer's Certificate of Insurance and/or the originals or certified true copies of all contracts of insurance maintained by the Consultant pursuant to the provisions contained herein.
- c) The payment of monies up to the deductible amount made in satisfaction of a claim shall be borne by the Consultant.
- d) Any insurance coverages additional to those required herein that the Consultant and the other members of the consultant team may deem necessary for their own protection or to fulfill their obligations shall be at their own discretion and expense.

2. Commercial General Liability

- a) The insurance coverage provided shall not be less than that provided by IBC Form 2100, as amended from time to time, and shall have: a limit of liability of not less than \$5,000,000.00 per occurrence; an aggregate limit of not less than \$5,000,000.00 within any policy year.
- b) The policy shall insure the Consultant and shall include Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services as an Additional Insured, with respect to liability arising out of the performance of the *Services*.

3. Professional Liability

- a) The Professional Liability insurance coverage shall be in an amount usual for the nature and scope of the *Services* but, shall have a limit of liability of not less than \$1,000,000 per claim, and be continually maintained from the commencement of performance of the *Services* until five (5) years after their completion.
- b) The following provision must be incorporated into the conditions of the Consultant's Professional Liability insurance coverage: "Notice of Cancellation of Insurance Coverage: The Insurer agrees to give the Contracting Authority at least thirty (30) days' prior written notice of any policy cancellation and before making any adverse material changes."

GC 17 Resolution of Disagreements

1. In the event of a disagreement regarding any aspect of the *Services* or any instructions given under the Standing Offer and subsequent Call-ups:
 - (a) The *Consultant* may give a notice of disagreement to the *Departmental Representative*. Such notice shall be promptly given and contain the particulars of the disagreement, any changes in time or amounts claimed, and reference to the relevant clauses of the Standing Offer and Call-up;
 - (b) The *Consultant* shall continue to perform the *Services* in accordance with the instructions of the *Departmental Representative*; and
 - (c) The *Consultant* and the *Departmental Representative* shall attempt to resolve the disagreement by negotiations conducted in good faith. The negotiations shall be conducted, first, at the level of the *Consultant's* project representative and the *Departmental Representative* and, secondly and if necessary, at the level of a principal of the *Consultant* firm and a senior departmental manager.
2. The *Consultant's* continued performance of the *Services* in accordance with the instructions of the *Departmental Representative* shall not jeopardize the legal position of the *Consultant* in any disagreement.
3. If it was subsequently agreed or determined that the instructions given were in error or contrary to the Standing Offer or Call-up, *Canada* shall pay the *Consultant* those fees the *Consultant* shall have earned as a result of the change(s) in the *Services* provided, together with those reasonable disbursements arising from the change(s) and which have been authorized by the *Departmental Representative*.
4. The fees mentioned in GC 17.3 shall be calculated in accordance with the Terms of Payment set out in the Standing Offer and the relevant Call-up.
5. If the disagreement is not settled, the *Consultant* may make a request to the *Departmental Representative* for a written departmental decision and the *Departmental Representative* shall give notice of the departmental decision within fourteen (14) *days* of receiving the request, setting out the particulars of the response and any relevant clauses of the Standing Offer or Call-up.
6. Within fourteen (14) *days* of receipt of the written departmental decision, the *Consultant* shall notify the *Departmental Representative* if the *Consultant* accepts or rejects the decision.
7. If the *Consultant* rejects the departmental decision, the *Consultant*, by notice may refer the disagreement to *Mediation*.
8. If the disagreement is referred to *Mediation*, the *Mediation* shall be conducted with the assistance of a skilled and experienced mediator chosen by the *Consultant* from a list of mediators proposed by *Canada*, and departmental *Mediation* procedures shall be used unless the parties agree otherwise.
9. Negotiations conducted under the Standing Offer and any resulting Call-up, including those conducted during *Mediation*, shall be without prejudice.

GC 18 Amendments

The Standing Offer or any resulting Call-up may not be amended, or modified, nor shall any of its terms and conditions be waived, except by agreement in writing executed by the *Consultant* and the Contracting Authority.

GC 19 Entire Agreement

The Standing Offer and Call-up constitutes the entire and only agreement between the parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Standing Offer and/or Call-up. There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in the Standing Offer and Call-up.

GC 20 Contingency Fees

The Consultant certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Standing Offer to any person, other than an employee of the Consultant acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Standing Offer and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbying Act, 1985, c. 44 (4th Supplement).

GC 21 Harassment in the Workplace

1. The Consultant acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Treasury Board policy, the Policy on the Prevention and Resolution of Harassment in the Workplace, which is also applicable to the Consultant, is available on the Treasury Board Web site.
2. The Consultant must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subconsultants, harass, abuse, threaten, discriminate against or intimidate any employee, consultant or other individual employed by, or under contract with Canada. The Consultant will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Consultant's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

GC 22 Taxes

1. Municipal Taxes
Municipal Taxes do not apply.
2. Provincial Taxes
 - (a) Excluding legislated exceptions, federal government departments and agencies are not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:
 - (i) Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:

Prince Edward Island OP-10000-250
Manitoba 390-516-0
 - (ii) for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption Certification, which certifies that the goods or services purchased are not subject to the provincial/territorial sales and consumption taxes because they are purchased by the federal government with Canada funds for the use of the federal government.

- (b) Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, the sales tax exemption certificate would be required on the purchasing document.
- (c) Federal departments must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and British Columbia.
- (d) **The Consultant is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification.** The Consultant must pay the PST on taxable goods or services used or consumed in the performance of the contract (in accordance with applicable provincial legislation), including material incorporated into real property.

3. Changes to Taxes and Duties

If there is any change to any tax or duty payable to any level of government in Canada after the proposal submission date that affects the costs of the Services to the Consultant, the amount payable will be adjusted to reflect the increase or decrease in the cost to the Consultant. However, there will be no adjustment for any change that increases the cost of the Services to the Consultant if public notice of the change was given before proposal submission date in sufficient detail to have permitted the Consultant to calculate the effect of the change on its cost. There will be no adjustment if the change takes effect after the date required by the contract for delivery of the Services.

4. GST or HST

All prices and amounts of money in the agreement are exclusive of GST or HST, as applicable, unless otherwise indicated. Any amount levied in respect of the GST or HST will be billed as a separate item on invoices and will be paid in addition to the amount approved for Services performed, in accordance with TP 2.2. The Consultant agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

5. Tax Withholding of 15 Percent

Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Consultant in respect of services provided in Canada if the Consultant is a non-resident unless the Consultant obtains a valid waiver. The amount withheld will be held on account for the Consultant in respect to any tax liability which may be owed to Canada.

GC 23 Changes in the *Consultant* team

1. Should an entity or person named in the Consultant's proposal as an entity or person who is to perform the *Services* or part of the *Services* be unable to perform or complete the *Services*, the *Consultant* shall obtain the concurrence of the *Departmental Representative* prior to performing or completing the *Services*, or entering into an agreement with another equally qualified entity or person to perform or complete the *Services*, such concurrence not to be unreasonably withheld.
2. In seeking to obtain the concurrence of the *Departmental Representative* referred to in paragraph 1, the *Consultant* shall provide notice in writing to the *Departmental Representative* containing:
 - (a) the reason for the inability of the entity or person to perform the *Services*;

- (b) the name, qualifications and experience of the proposed replacement entity or person, and
 - (c) if applicable, proof that the entity or person has the required security clearance granted by *Canada*.
- 3. The *Consultant* shall not, in any event, allow performance of any part of the *Services* by unauthorized replacement entities or persons, and acceptance of a replacement entity or person by the *Departmental Representative* shall not relieve the *Consultant* from responsibility to perform the *Services*.
- 4. The *Departmental Representative*, with the authority of Canada, may order the removal from the *Consultant* team of any unauthorized replacement entity or person and the *Consultant* shall immediately remove the entity or person from the performance of the *Services* and shall, in accordance with paragraphs 1. and 2., secure a further replacement.
- 5. The fact that the *Departmental Representative* does not order the removal of a replacement entity or person from the performance of the *Services* shall not relieve the *Consultant* from the *Consultant's* responsibility to meet all the *Consultant's* obligations in the performance of the *Services*.

GC 24 Joint and Several Liability

If at any time there is more than one legal entity constituting the *Consultant*, their covenants under the Standing Offer and/or Call-Up shall be considered to be joint and several and apply to each and every entity. If the *Consultant* is or becomes a partnership or joint venture, each legal entity who is a member or becomes a member of the partnership or joint venture or its successors is and continues to be jointly and severally liable for the performance of the work and all the covenants of the *Consultant* pursuant to the Standing Offer and/or Call-Up, whether or not that entity ceases to be a member of the partnership, joint venture or its successor.

GC 25 Federal Contractors Program

Where the *Consultant* has certified in its proposal its status with the Federal Contractors Program; the *Consultant* acknowledges that Canada has relied upon such certification to enter into a Standing Offer and/or Call-Up. Such certification may be verified in such manner as Canada may reasonably require. The *Consultant* acknowledges that in the event of a misrepresentation, Canada shall have the right to terminate the Standing Offer and/or Call-Up.

GC 26 International Sanctions

- 1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions (<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>).
- 2. The *Consultant* must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 3. The *Consultant* must comply with changes to the regulations imposed during the period of the Call-Up. The *Consultant* must immediately advise Canada if it is unable to perform the *Services* as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the parties cannot agree on a work around plan, the Call-Up will be terminated for the convenience of Canada in accordance with terms and conditions of the Standing Offer and/or Call-Up.

GC 27 Code of Conduct and Certifications - Standing Offer and Contract

1. The Consultant agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. In addition to complying with the Code of Conduct for Procurement, the Consultant must also comply with the terms set out in this section.
2. The Consultant further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in Canada setting aside the Standing Offer and terminating for default any call-ups against the Standing Offer. If the Consultant made a false declaration in its proposal, fails to diligently maintain up to date the information herein requested, or if the Consultant or any of the Consultant's parent companies, subsidiaries and affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Standing Offer, such false declaration or failure to comply may result in Canada setting aside the Standing Offer and terminating for default any call-ups against the Standing Offer. Canada may verify the information provided by the Consultant, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. The Consultant understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Consultant.
3. For the purpose of this section, business concerns, organizations and individuals are Consultant's affiliates if:
 - a) directly or indirectly either one controls or has the power to control the other, or
 - b) a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.
4. During the entire period of the Standing Offer, the Consultant must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Consultant, as well as the corresponding Consent Forms.
5. The Consultant certifies being aware, and that its parent companies, subsidiaries and affiliates are aware, that Canada may verify the information provided by the Consultant, including the information relating to the acts or convictions specified herein through independent research, use of any government resources or by contacting third parties.
6. The Consultant certifies that neither the Consultant nor any of the Consultant's parent companies, subsidiaries or affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Standing Offer and any call-ups made against the Standing Offer if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*.
7. The Consultant certifies that except for those offences where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted as further described in subsection 8 herein, neither the Consultant nor any of the Consultant's parent companies, subsidiaries or affiliates has ever been convicted of an offence under any of the following provisions:
 - a) section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of*

- federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) under the *Competition Act*, or
- b) section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the *Criminal Code* of Canada, or
 - c) paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*, or
 - d) section 239 (*False or deceptive statements*) of the *Income Tax Act*, or
 - e) section 327 (*False or deceptive statements*) of the *Excise Tax Act*, or
 - f) section 3 (*Bribing a foreign public official*) of the *Corruption of Foreign Public Officials Act*, or
 - g) section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the *Controlled Drugs and Substance Act*.
8. In circumstances where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted pursuant to a formal program (similar to the Competition Bureau's Leniency Program) for offences other than sections 121, 124, 380 for fraud committed against Her Majesty and 418 of the *Criminal Code* of Canada or offences under the *Financial Administration Act*, the Consultant must provide a certified copy of confirming documentation from an official source.

0000DA SUPPLEMENTARY CONDITIONS

SC 1 Language Requirements

1. Communication between *Canada* and the *Consultant* shall be in the language of choice of the *Consultant* team, which shall be deemed to be the language of the Consultant's proposal.
2. The Consultant's *services* during construction tender call (such as addenda preparation, tenderers' briefing meetings, technical answers to questions by bidders) shall be provided expeditiously in both languages, as necessary.
3. The Consultant's *services* during construction shall be provided in the language of choice of the *Contractor*. The successful Contractor will be asked to commit to one or other of Canada's official languages upon award of the *Construction Contract* and, thereafter construction and contract administration services will be conducted in the language chosen by the *Contractor*.
4. Other required services in both of Canada's official languages (such as construction documentation) are described in detail in the Standing Offer Brief.
5. The *Consultant* team, including the Prime *Consultant*, Sub-Consultants and Specialists Consultants shall ensure that the *services* being provided in either language shall be to a professional standard.

9998DA TERMS OF PAYMENT

TP 1 Fees

1. Subject to the terms and conditions of the Standing Offer, and in consideration for the performance of the *Services*, Canada shall pay to the Consultant a sum of money calculated in accordance with the fee arrangements identified herein and in 2000DA.
2. The *Consultant's* fees are only payable when the *Consultant* has performed the *Services* as determined by the *Departmental Representative*. Payment in respect of a *Service*, or part of a *Service*, is not to be deemed a waiver of *Canada's* rights of set-off at law or under this Standing Offer for costs or expenses arising from default or negligence of the *Consultant*.
3. The maximum amount payable under a Call-Up, including fees and disbursements, shall not be exceeded, without the prior written authorization of the Contracting Authority.

TP 2 Payments to the Consultant

1. The *Consultant* shall be entitled to receive progress payments at monthly or other agreed intervals, subject to the limitations of the Call-up, if applicable. Such payments shall be made not later than the due date. The due date shall be the 30th day following receipt of an acceptable invoice.
2. An acceptable invoice shall be an invoice delivered to the *Departmental Representative* in the agreed format with sufficient detail and information to permit verification. The invoice shall also identify, as separate items:
 - (a) the amount of the progress payment being claimed for *Services* satisfactorily performed,
 - (b) the amount for any tax calculated in accordance with the applicable federal legislation, and
 - (c) the total amount which shall be the sum of the amounts referred to in TP 2.2(a) and TP 2.2(b).
3. The amount of the tax shown on the invoice shall be paid by *Canada* to the *Consultant* in addition to the amount of the progress payment for *Services* satisfactorily performed.
4. The *Departmental Representative* shall notify the *Consultant* within fifteen (15) days after the receipt of an invoice of any error or missing information therein. Payment shall be made not later than thirty (30) days after acceptance of the corrected invoice or the required information.
5. Upon completion of each Call-up, the *Consultant* shall provide a Statutory Declaration evidencing that all the *Consultant's* financial obligations for *Services* rendered to the *Consultant* or on the *Consultant's* account, in connection with the Call-up, have been satisfied.
6. Upon written notice by a *Sub-Consultant*, with whom the *Consultant* has a direct contract, of an alleged non payment to the *Sub-Consultant*, the *Departmental Representative* may provide the *Sub-Consultant* with a copy of the latest approved progress payment made to the *Consultant* for the *Services*.
7. Upon the satisfactory completion of all *Services*, the amount due, less any payments already made, shall be paid to the *Consultant* not later than thirty (30) days after receipt of an acceptable invoice, together with the Statutory Declaration in accordance with TP 2.5.

TP 3 Delayed Payment

1. If *Canada* delays in making a payment that is due in accordance with TP 2, the *Consultant* will be entitled to receive interest on the amount that is overdue for the period of time as defined in TP 3.2 including the day previous to the date of payment. Such date of payment shall be deemed to be the date on the cheque given for payment of the overdue amount. An amount is overdue when it is unpaid on the first day following the due date described in TP 2.1.
2. Interest shall be paid automatically on all amounts that are not paid by the due date or fifteen (15) days after the *Consultant* has delivered a Statutory Declaration in accordance with TP 2.5 or TP 2.7, whichever is the later.
3. The rate of interest shall be the *Average Bank Rate* plus 3 percent per year on any amount which is overdue pursuant to TP 3.1.

TP 4 Claims Against, and Obligations of, the Consultant

1. *Canada* may, in order to discharge lawful obligations of and satisfy lawful claims against the *Consultant* by a *Sub-Consultant*, with whom the *Consultant* has a direct contract, for *Services* rendered to, or on behalf of, the *Consultant*, pay an amount from money that is due and payable to the *Consultant* directly to the claimant *Sub-Consultant*.
2. For the purposes of TP 4.1 a claim shall be considered lawful when it is so determined:
 - (a) by a court of legal jurisdiction, or
 - (b) by an arbitrator duly appointed to arbitrate the said claim, or
 - (c) by a written notice delivered to the *Departmental Representative* and signed by the *Consultant* authorizing payment of the said claim or claims.
3. A payment made pursuant to TP 4.1 is, to the extent of the payment, a discharge of *Canada's* liability to the *Consultant* under a specific Call-up and will be deducted from any amount payable to the *Consultant* under any active Call-up.
4. TP 4.1 shall only apply to claims and obligations
 - (a) The notification of which has set forth the amount claimed to be owing and a full description of the *Services* or a part of the *Services* for which the claimant has not been paid. The notification must be received by the *Departmental Representative* in writing before the final payment is made to the *Consultant* and within one hundred twenty (120) days of the date on which the claimant
 - (1) should have been paid in full under the claimant's agreement with the *Consultant* where the claim is for an amount that was lawfully required to be held back from the claimant; or
 - (2) performed the last of the *Services* pursuant to the claimant's agreement with the *Consultant* where the claim is not for an amount referred to in TP 4.4(a)(1), and
 - (b) the proceedings to determine the right to payment of which shall have commenced within one year from the date that the notification referred to in TP 4.4(a) was received by the *Departmental Representative*.
5. *Canada* may, upon receipt of a notification of claim referred to in TP 4.4(a), withhold from any amount that is due and payable to the *Consultant* pursuant to a Call-up the full amount of the claim or any portion thereof.

6. The *Departmental Representative* shall notify the *Consultant* in writing of receipt of any notification of claim and of the intention of *Canada* to withhold funds pursuant to TP 4.5. The *Consultant* may, at any time thereafter and until payment is made to the claimant, post with *Canada*, security in a form acceptable to *Canada* in an amount equal to the value of the said claim. Upon receipt of such security *Canada* shall release to the *Consultant* any funds which would be otherwise payable to the *Consultant*, that were withheld pursuant to the provision of TP 4.5.
7. The *Consultant* shall discharge all lawful obligations and shall satisfy all lawful claims against the *Consultant* for *Services* rendered to, or on behalf of, the *Consultant* in respect of this Standing Offer at least as often as this Standing Offer requires *Canada* to discharge its obligations to the *Consultant*.

TP 5 No Payment for Errors and Omissions

The *Consultant* shall not be entitled to payment in respect of costs incurred by the *Consultant* in remedying errors and omissions in the *Services* that are attributable to the *Consultant*, the *Consultant's* employees, or persons for whom the *Consultant* had assumed responsibility in performing the *Services*.

TP 6 Payment for Changes and Revisions

1. Payment for any additional or reduced *Services* authorized by the Departmental Representative, prior to their performance, and for which a basis of payment has not been established at the time of execution of the Call-up, shall be in an amount or amounts to be determined by the Departmental Representative, acting reasonably, subject to these Terms of Payment.
2. Payment for additional *Services* not identified at the time of execution of the Call-up shall be made only to the extent that
 - (a) the additional *Services* are *Services* that are not included in stated *Services* in the Call-Up; and
 - (b) The additional *Services* are required for reasons beyond the control of the *Consultant*.

TP 7 Extension of Time

If, and to the extent that, the time for completion of the *Construction Contract* is exceeded or extended through no fault of the *Consultant* in the opinion of *Canada*, payment for the *Services* required for such extended period of the contract administration shall be subject to review and equitable adjustment by *Canada*.

TP 8 Suspension Costs

1. During a period of suspension of the *Services* pursuant to GC 7 of clause 0220DA, General Conditions, the *Consultant* shall minimize all costs and expenses relating to the *Services* that may occur during the suspension period.
2. Within fourteen (14) days of notice of such suspension, the *Consultant* shall submit to the *Departmental Representative* a schedule of costs and expenses, if any, that the *Consultant* expects to incur during the period of suspension, and for which the *Consultant* will request reimbursement.
3. Payment shall be made to the *Consultant* for those costs and expenses that, in the opinion of *Canada*, are substantiated as having been reasonably incurred during the suspension period.

TP 9 Termination Costs

1. In the event of termination of any Call-up pursuant to GC 8 of clause 0220DA, General Conditions, *Canada* shall pay, and the *Consultant* shall accept in full settlement, an amount based on these Terms of Payment, for *Services* satisfactorily performed and any reasonable costs and expenses incurred to terminate the Call-Up.
2. Within fourteen (14) days of notice of such termination, the *Consultant* shall submit to the *Departmental Representative* a schedule of costs and expenses reasonably incurred. The *Consultant* must ensure that it has mitigated its costs to the best of its ability.
3. Payment shall be made to the *Consultant* for those costs and expenses that in the opinion of *Canada* are substantiated as having been reasonably incurred after the date of termination.
4. The *Consultant* has no claim for damages, compensation, loss of profit, loss of opportunity, allowance or otherwise by reason of, or directly or indirectly arising out of, any action taken or termination notice given by *Canada* under GC8 Termination.

TP 10 Disbursements

1. Subject to any provisions specifically to the contrary in the Supplementary Conditions, the following costs shall be included in the fees required to deliver the consultant services and shall not be reimbursed separately;
 - (a) reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation specified in the Standing Offer Brief;
 - (b) standard office expenses such as any photocopying, computer costs, Internet, cellular phone costs, long distance telephone and fax costs, including that between the *Consultant's* main office and branch offices or between the *Consultant's* offices and other team members offices;
 - (c) courier and delivery charges for deliverables specified in the Standing Offer Brief;
 - (d) plotting;
 - (d) presentation material;
 - (e) parking fees;
 - (f) taxi charges;
 - (g) travel time;
 - (h) travel expenses; and
 - (i) local project office.
2. Subject to any provisions specifically to the contrary in the Supplementary Conditions, the following disbursements reasonably incurred by the *Consultant*, that are related to the *Services* and approved by the *Departmental Representative*, shall be reimbursed to the *Consultant* at actual cost:
 - (a) reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation additional to that specified in the Standing Offer Brief;
 - (b) transportation costs for material samples and models additional to that specified in the Standing Offer Brief;

- (c) project related travel and accommodation additional to that specified in the Standing Offer Brief shall be reimbursed in accordance with current National Joint Council (NJC) Travel Directive (<http://www.njc-cnm.gc.ca/directive/index.php?dlabel=travel-voyage&lang=eng&did=10&merge=2>); and
 - (d) other disbursements made with the prior approval and authorization of the Departmental Representative.
3. Disbursements shall be Project related and shall not include expenses that are related to the normal operation of the Consultant's business. The amounts payable, shall not exceed the amount entered in the Call-up, without the prior authorization of the Departmental Representative.

9999DA CONSULTANT SERVICES

CS 1 Services

The *Consultant* shall perform the *Services* described herein and in any subsequent Call-up, in accordance with the terms and conditions of this Standing Offer.

CS 2 Standard of Care

In performing the services, the Consultant shall provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices and procedures developed by professional bodies in the performance of the services at the time when and the location in which the *Services* are provided.

CS 3 Time Schedule

The *Consultant* shall:

- (a) submit in a timely manner to the *Departmental Representative*, for approval, a time schedule for the *Services* to be performed, in detail appropriate to the size and complexity of the Project, and in a format as requested by the *Departmental Representative*;
- (b) adhere to the approved time schedule and, if changes in the approved time schedule become necessary, indicate the extent of, and the reasons for such changes, and obtain the approval of the *Departmental Representative*.

CS 4 Project Information, Decisions, Acceptances, Approvals

- 1. The *Departmental Representative* shall provide, in a timely manner, project information, written decisions and instructions, including acceptances and approvals relating to the *Services* provided by the *Consultant*.
- 2. No acceptance or approval by the *Departmental Representative*, whether expressed or implied, shall be deemed to relieve the *Consultant* of the professional or technical responsibility for the *Services* provided by the *Consultant*.

CS 5 Changes in Services

The *Consultant* shall:

- (a) make changes in the *Services* to be provided for the Project, including changes which may increase or decrease the original scope of *Services*, when requested in writing by the *Departmental Representative*; and
- (b) prior to commencing such changes, advise the *Departmental Representative* of any known and anticipated effects of the changes on the *Construction Cost Estimate*, *Consultant fees*, *Project Schedule*, and other matters concerning the Project.

CS 6 Codes, By-Laws, Licences, Permits

The *Consultant* shall comply with all statutes, codes, regulations and by-laws applicable to the design and where necessary, shall review the design with those public authorities having jurisdiction in order that the consents, approvals, licences and permits required for the project may be applied for and obtained.

CS 7 Provision of Staff

The *Consultant* shall, on request, submit to the *Departmental Representative* for approval, the names, addresses, qualifications, experience and proposed roles of all persons, including principals, to be employed by the *Consultant* to provide the *Services* identified in the Call-up and, on request, submit any subsequent changes to the *Departmental Representative* for approval.

CS 8 Sub-Consultants

1. The *Consultant* shall:
 - (a) prior to any Call-up notify the *Departmental Representative* of any other sub-consultants with whom the *Consultant* intends to enter into agreements for part of the *Services* and, on request, provide details of the terms, and *Services* to be performed under the said agreements and the qualifications and names of the personnel of the *Sub-Consultants* proposed to be employed on any Call-up;
 - (b) include in any agreements entered into with sub-consultants such provisions of this Standing Offer as they apply to the *Sub-Consultants'* responsibilities; and
 - (c) upon written notice by a *Sub-Consultant*, with whom the *Consultant* has a direct contract, inform the *Sub-Consultant* of the *Consultant's* obligations to the *Sub-Consultant* under this Standing Offer.
2. The *Departmental Representative* may object to any *Sub-Consultant* within six (6) days of receipt of notification given in accordance with CS 8.1(a) and, on notification of such objection, the *Consultant* shall not enter into the intended agreement with the *Sub-Consultant*.
3. Neither an agreement with a *Sub-Consultant* nor the *Departmental Representative's* consent to such an agreement by the *Consultant* shall be construed as relieving the *Consultant* from any obligation under this Standing Offer or subsequent Call-ups, or as imposing any liability upon *Canada*.

CS 9 Cost Control

If the *services* required under a call-up are for a construction project, the following will apply:

1. Throughout Project development, the *Construction Cost Estimate* prepared by the *Consultant* shall not exceed the *Construction Cost Limit*.

2. In the event that the *Consultant* considers that the *Construction Cost Estimate* will exceed the *Construction Cost Limit*, the *Consultant* shall notify the *Departmental Representative* and
 - (a) if the excess is due to factors under the control of, or reasonably foreseeable by the *Consultant*, the *Consultant* shall, if requested by the *Departmental Representative*, and at no additional cost to *Canada*, make such changes or revisions to the design as may be necessary to bring the *Construction Cost Estimate* within the *Construction Cost Limit*; or
 - (b) if the excess is due to factors that are not under the control of the *Consultant*, changes or revisions may be requested by the *Departmental Representative*. Such changes or revisions shall be undertaken by the *Consultant* at *Canada's* expense, and the cost involved shall become an amount to be mutually agreed, prior to performance of the said changes or revisions.
3. If the lowest price obtained by bid process or negotiation exceeds the *Construction Cost Limit*, and if the excess is due to reasons within the control of, or reasonably foreseeable by the *Consultant*, the *Consultant* shall, if requested by the *Departmental Representative*, and without additional charge, be fully responsible for revising the Project scope and quality as required to reduce the construction cost and shall modify the construction documents as necessary to comply with the *Construction Cost Limit*.

2000DA CALCULATION OF FEES

CF 1 Fee Arrangement(s) for Services

1. The fee to be paid to the *Consultant* for the *Services* pursuant to any Call-up, shall be determined by one or more of the following methods:
 - (a) **Fixed Fee:**
The fixed fee will be established by multiplying the applicable hourly rate(s) by the number of hours, negotiated and agreed to by the *Departmental Representative* and the *Consultant*.
 - (b) **Time Based Fee to an Upset Limit:**
An upset limit will be established by the *Departmental Representative*, and the *Consultant* will be paid for actual work performed using the applicable hourly rate(s) for such work.
2. **Maximum Amount(s) Payable**
The maximum amount(s) that applies (apply) to the *Services* to be carried out at the fixed hourly rates shall be as specified in the Call-up, which amount(s) shall not be exceeded without the prior authorization of the *Departmental Representative* with the approval of *Canada*.

CF 2 Payments for Services

1. Payments in respect of the fixed fee shall be made upon satisfactory performance of the *Services* but such payments shall not exceed the amount(s) as specified in the Call-up, for each *Service*.
2. Payments in respect of the time based fee arrangement shall be made upon satisfactory performance of the *Services* but such payments shall not exceed the amount(s) as specified in the Call-up, for each *Service*.
3. Progress payments, in respect of all fee arrangements, shall be made in accordance with TP 2 in clause 9998DA, Terms of Payment, of the Standing Offer, but such payments shall not exceed the value of the fee indicated for each *Service* under consideration.

4. If, for reasons attributable to the *Consultant*, a price cannot be obtained by a tender or negotiation within the *Construction Cost Limit*, or acceptable to the *Departmental Representative* for the award of the *Construction Contract*, the *Consultant* shall be entitled to receive payment for the tender call, bid evaluation and construction contract award *Services*, only when the requirements of CS 9.3, in clause 9999DA, Consultant Services and Departmental Responsibilities, have been met.

STANDING OFFER BRIEF

REQUIRED SERVICES (RS)

Table of Contents

RS 1 INTRODUCTION

- RS 1.1 GENERAL OBJECTIVES
- RS 1.2 GENERAL ROLES AND RESPONSIBILITIES
- RS 1.3 COORDINATION WITH PWGSC
- RS 1.4 PROJECT RESPONSE TIME REQUIREMENTS
- RS 1.5 PROJECT START-UP MEETING
- RS 1.6 OFFICIAL LANGUAGES
- RS 1.7 NON-GEOTECHNICAL ENGINEERING EXPERTISE
- RS 1.8 CODES, STANDARDS, GUIDELINES & OTHER DOCUMENTS

RS 2 SCOPE OF SERVICES

- RS 2.1A PRE-DESIGN SERVICES (Stage 1A)
- RS 2.1B PRE-DESIGN SERVICES (Stage 1B) - Verification
- RS 2.2 CONCEPT DESIGN
- RS 2.3 DESIGN DEVELOPMENT
- RS 2.4 CONSTRUCTION DOCUMENTS, PRE-TENDER CONSTRUCTION COST ESTIMATE AND PROJECT SCHEDULE
- RS 2.5 TENDER CALL, BID EVALUATION & CONSTRUCTION CONTRACT AWARD
- RS 2.6 CONSTRUCTION & CONTRACT ADMINISTRATION
- RS 2.7 POST-CONSTRUCTION WARRANTY REVIEW

REQUIRED SERVICES (RS)

RS 1 INTRODUCTION

RS 1.1 GENERAL OBJECTIVES

The services rendered by the selected firms will be in support of Project Delivery / Professional and Technical Services for the Real Property Branch and the Parliamentary Precinct Branch of PWGSC - National Capital Area. Individual call-ups will provide support to a PWGSC Project Manager and may include one or more of the Required Services listed in RS 2 related to geotechnical engineering.

Please be advised that, in general, geotechnical engineering services provided to PWGSC must be complete in that they identify all major issues that will have a significant impact on the project. This will promote a surprise-free environment which will enhance the success of project implementation.

In addition, please note that the Canadian Federal Government has begun a series of initiatives to ensure that sustainable development principles are built into the policy of the federal organizations. Real Property Branch and Parliamentary Precinct Branch of PWGSC have also developed principles, goals and actions for integrating sustainable development principles into its policies and operations. As such the Consultant will be expected to incorporate sustainable design principles into their project solutions.

The Consultant is to provide support to the Project Manager in identifying and managing risks associated with the project life cycle phases covered in the Call-up.

The schedule for the delivery of services will be determined at the time of each individual Call-up.

RS 1.1.1 General Submission Requirements for Project Deliverables

Unless otherwise indicated in the Call-up or in the Standing Offer, the Consultant shall provide six (6) hard copies of all deliverables, plus one electronic copy in each of the following electronic formats:

1. Native format in which documents were created, and
2. Document converted to Portable Document Format (PDF) from the native application.

All project documents are to be produced and submitted in accordance with pertinent requirements outlined in Appendix C - Doing Business.

RS 1.2 GENERAL ROLES AND RESPONSIBILITIES

RS 1.2.1 Project Manager

The PWGSC Project Manager assigned to a particular project:

1. Is the designated Departmental Representative for the project.
2. Has overall responsibility for the progress of the project, including management, administration and coordination of the activities as set out in this document.
3. Is the liaison between the Consultant, PWGSC and Client Departments

RS 1.2.2 Consultant

The Consultant shall:

1. Upon execution of the Call-up, be responsible for producing all work described in the Call-up document, in a conscientious and professional manner;
2. Be responsible for gathering and identifying the needs of the client department and incorporating those needs into the required project deliverables;

3. Visit the site to perform surveys and obtain local information applicable to the scope of services;
4. Subject to applicable security restrictions, review existing drawings, survey notes, design notes, specifications or reports as required for the performance of the work. All such documents must be returned to the Departmental Representative on completion or termination of the contract.
5. Establish and maintain, throughout the duration of each project, a team capable of effectively delivering the services described in this document;
6. Deliver the project within the time frame and assigned budget in accordance with the approved plan agreed to by the Project Manager;
7. Coordinate project requirements with any other renovation, repair or construction work that may be underway;
8. Attend/chair regular project status meetings during the life of the project, as determined at the time of the Call-up, and prepare and distribute minutes in a timely fashion;
9. Submit regular project progress reports to the Departmental Representative at time intervals determined at the time of the Call-up;
10. When the client requests a change that may alter the scope of work or add to the cost of the project, and/or the cost of services, request approval of the Departmental Representative prior to incorporation in the design.

RS 1.3 COORDINATION WITH PWGSC

The Consultant shall:

1. Carry out services in accordance with approved documents and directions from the Project Manager;
2. Correspond only with the Project Manager at the times and in the manner dictated by the Project Manager. The Consultant shall not communicate with the client department unless so authorized in writing by the Project Manager;
3. Ensure all communications carry the PWGSC's Project Title, Project Number and File Number; and
4. Advise the Project Manager of any changes, that may affect schedule or budget or are inconsistent with instructions or written approvals previously given. The Consultant shall detail the extent and reasons for the changes and obtain written approval before proceeding.

RS 1.4 PROJECT RESPONSE TIME REQUIREMENTS

RS 1.4.1 Initial Project Meeting

The Consultant shall be available to attend an Initial Project Meeting with the Project Manager within three (3) working days from the date the Consultant was advised that his/her firm was selected for the next Call-up. The purpose of the meeting will be to discuss the project terms of reference, to clarify specific requirements and to confirm the Consultant's acceptance of the Call-up.

The Consultant will not be required to attend an Initial Project Meeting, should he/she decide to decline the Call-up before any meeting is held. The Consultant may also decide to decline the Call-up at the time of the Initial Project Meeting. In both cases, the Consultant will be required to confirm his/her intentions in writing to Project Manager.

RS 1.4.2 Project Proposal

The Consultant who has agreed to do the work under the Call-up, shall submit a project proposal to the Project Manager within five (5) working days from the date of the Initial Project Meeting.

Without being limited to the following, the project proposal must cover all requirements outlined in Section SP 5 CALL-UP PROCEDURE, as well as clearly defined the scope of services, project deliverables and milestones, a project schedule and all other pertinent requirements outlined in this Standing Offer.

The Consultant must be able to demonstrate the availability of adequate resources within his/her proposed team(s) to deliver the scope of services outlined in this Request for Standing Offer in a timely fashion.

RS 1.4.3 Availability During the Course of the Project

For any and all Required Services described in this Standing Offer that are part of the Call-up, the prime Consultant, and proposed Sub-consultants, must be personally available to attend meetings and respond to inquiries within half (½) a day of the Project Manager's request, in the locality of the place of the work from the date the Call-up has been issued until final inspection and turnover.

RS 1.5 PROJECT START-UP MEETING

For any and all Required Services, as described in this Standing Offer, that are part of the Call-up, a Project Start-up Meeting will be held at the time and place to be determined by the Project Manager.

The meeting is intended to facilitate group discussions of the project requirements, and to ensure that all requirements related to the delivery of the project are fully understood

The meeting introduces key stakeholders involved in the project which, depending on the type of project and the stage of its implementation, may include such people as:

1. PWGSC Representatives (Project Manager, Quality Assurance (QA) Engineer, Property Manager, etc);
2. Consultant Representatives (Prime Team Members, Sub-consultants, etc.);
3. Construction Contractor Representatives;
4. Client Representatives;
5. Representatives from other authorities having jurisdiction (National Capital Commission (NCC), City of Ottawa, provincial department, etc.)

RS 1.6 OFFICIAL LANGUAGES

This standing offer requires services in both official languages. Refer to "Language Requirements" in the Supplementary Condition section of this Request for Standing Offer document.

RS 1.6.1 Bilingual Construction Documents

The Consultant shall:

1. Provide Construction Documents in Canada's two Official Languages;
2. Affix a professional seal to both language versions of the Construction Documents.

The total amount payable for the production of bilingual construction documents shall not exceed the amount specified in the Call-up for Services without the prior authorization of the Project Manager.

RS 1.7 NON-GEOTECHNICAL ENGINEERING EXPERTISE

At times, the Consultant may be required to engage the services of non-geotechnical engineering specialists, such as hydrogeologists or structural engineers, in order to acquire all necessary data to complete the required services.

Although the Consultant is not required to identify non-geotechnical engineering disciplines as part of its team, the Consultant must demonstrate, to the satisfaction of the Project Manager, that the discipline specialist being hired is fully competent.

Costs associated with the use of discipline specialists will be billed as a disbursement against the project in accordance with the conditions set out in TP 10 Disbursement.

RS 1.8 CODES, STANDARDS, GUIDELINES & OTHER DOCUMENTS

The consultant shall comply with all codes, standards, guidelines and other reference documents listed below, as well as other applicable documents in line with industry practices. In some instances, when practical and approved by the Departmental representative, some tests and procedures could be substituted for alternative ones.

Codes, standards, guidelines and other references and documents

National Building Code of Canada 2010 (NBCC 2010)
Canadian Standards Association
Canadian Geotechnical Society (CGS)
Canadian Foundation Engineering Manual 2006, 4th ed. (CFEM 4th ed.)
American Society for Testing and Materials (ASTM)
International Society for Rock Mechanics (ISRM)

These are selected ASTM standards to be included in Geotechnical Standing Offer. The standards are related to geotechnical field investigations, field and laboratory testing, geophysical methods of investigation, and quality assurance testing of foundations.

D420-98R03 Guide to Site Characterization for Engineering Design and Construction Purposes
D422-63R07 Test Method for Particle-Size Analysis of Soils
D653-09 Terminology Relating to Soil, Rock, and Contained Fluids
D698-07E01 Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (2,700 kN-m/m³))
D854-10 Test Methods for Specific Gravity of Soil Solids by Water Pycnometer
D1140-00R06 Test Methods for Amount of Material in Soils Finer than No. 200 (75µm) Sieve
D1143_D1143M-07E01 Test Methods for Deep Foundations Under Static Axial Compressive Load
D1452-09 Practice for Soil Exploration and Sampling by Auger Borings
D1557-09 Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³))
D1586-08A Test Method for Standard Penetration Test (SPT) and Split-Barrel Sampling of Soils
D1587-08 Practice for Thin-Walled Tube Sampling of Soils for Geotechnical Purposes
D1883-07E02 Test Method for CBR (California Bearing Ratio) of Laboratory-Compacted Soils
D2113-08 Practice for Rock Core Drilling and Sampling of Rock for Site Investigation
D2166-06 Test Method for Unconfined Compressive Strength of Cohesive Soil
D2216-10 Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
D2434-68R06 Test Method for Permeability of Granular Soils (Constant Head)
D2435-04 Test Methods for One-Dimensional Consolidation Properties of Soils Using Incremental Loading

D2487-10 Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)

D2488-09A Practice for Description and Identification of Soils (Visual-Manual Procedure)

D2573-08 Test Method for Field Vane Shear Test in Cohesive Soil

D2845-08 Test Method for Laboratory Determination of Pulse Velocities and Ultrasonic Elastic Constants of Rock

D2850-03AR07 Test Method for Unconsolidated-Undrained Triaxial Compression Test on Cohesive Soils

D2936-08 Test Method for Direct Tensile Strength of Intact Rock Core Specimens

D3080-04 Test Method for Direct Shear Test of Soils Under Consolidated Drained Conditions

D3213-08 Practices for Handling, Storing, and Preparing Soft Intact Marine Soil

D3282-09 Practice for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes

D3441-05 Test Method for Mechanical Cone Penetration Tests of Soil

D3689-07 Test Methods for Deep Foundations Under Static Axial Tensile Load

D3966-07 Test Methods for Deep Foundations Under Lateral Load

D3967-08 Test Method for Splitting Tensile Strength of Intact Rock Core Specimens

D3999-91R03 Test Methods for the Determination of the Modulus and Damping Properties of Soils Using the Cyclic Triaxial Apparatus

D4015-07 Test Methods for Modulus and Damping of Soils by Resonant-Column Method

D4083-89R07 Practice for Description of Frozen Soils (Visual-Manual Procedure)

D4186-06 Test Method for One-Dimensional Consolidation Properties of Saturated Cohesive Soils Using Controlled-Strain Loading

D4220-95R07 Practices for Preserving and Transporting Soil Samples

D4221-99R05 Test Method for Dispersive Characteristics of Clay Soil by Double Hydrometer

D4253-00R06 Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table

D4254-00R06E01 Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density

D4318-10 Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils

D4373-02R07 Test Method for Rapid Determination of Carbonate Content of Soils

D4394-08 Test Method for Determining In Situ Modulus of Deformation of Rock Mass Using Rigid Plate Loading Method

D4395-08 Test Method for Determining In Situ Modulus of Deformation of Rock Mass Using Flexible Plate Loading Method

D4403-84R05 Practice for Extensometers Used in Rock

D4404-10 Test Method for Determination of Pore Volume and Pore Volume Distribution of Soil and Rock by Mercury Intrusion Porosimetry

D4427-07 Classification of Peat Samples by Laboratory Testing

D4428_D4428M-07 Test Methods for Crosshole Seismic Testing

D4429-09A Test Method for CBR (California Bearing Ratio) of Soils in Place

D4435-08 Test Method for Rock Bolt Anchor Pull Test

D4436-08 Test Method for Rock Bolt Long-Term Load Retention Test

D4506-08 Test Method for Determining In Situ Modulus of Deformation of Rock Mass Using Radial Jacking Test

D4543-08 Practices for Preparing Rock Core as Cylindrical Test Specimens and Verifying Conformance to Dimensional and Shape Tolerances

D4546-08 Test Methods for One-Dimensional Swell or Collapse of Cohesive Soils

D4553-08 Test Method for Determining In Situ Creep Characteristics of Rock

D4611-08 Test Method for Specific Heat of Rock and Soil

D4612-08 Practice for Calculating Thermal Diffusivity of Rocks

D4623-08 Test Method for Determination of In Situ Stress in Rock Mass by Overcoring Method\MUSBM Borehole Deformation Gauge

D4645-08 Test Method for Determination of In-Situ Stress in Rock Using Hydraulic Fracturing Method

D4718-87R07 Practice for Correction of Unit Weight and Water Content for Soils Containing Oversize Particles

D4719-07 Test Methods for Prebored Pressuremeter Testing in Soils

D4729-08 Test Method for In Situ Stress and Modulus of Deformation Using Flatjack Method

D4750-87 (2001) Standard Test Method for Determining Subsurface Liquid Levels in a Borehole or Monitoring Well (Observation Well)

D4767-04 Test Method for Consolidated Undrained Triaxial Compression Test for Cohesive Soils

D4829-08A Test Method for Expansion Index of Soils

D4832-10 Test Method for Preparation and Testing of Controlled Low Strength Material (CLSM) Test Cylinders

D4879-08 Guide for Geotechnical Mapping of Large Underground Openings in Rock

D4945-08 Test Method for High-Strain Dynamic Testing of Deep Foundations

D4971-08 Test Method for Determining In Situ Modulus of Deformation of Rock Using Diametrically Loaded 76-mm (3-in.) Borehole Jack

D4972-01R07 Test Method for pH of Soils

D4992-07 Practice for Evaluation of Rock to be Used for Erosion Control

D5079-08 Practices for Preserving and Transporting Rock Core Samples

D5080-08 Test Method for Rapid Determination of Percent Compaction

D5092-04R10E01 Practice for Design and Installation of Ground Water Monitoring Wells

D5195-08 Test Method for Density of Soil and Rock In-Place at Depths Below Surface by Nuclear Methods

D5220-08 Test Method for Water Mass per Unit Volume of Soil and Rock In-Place by the Neutron Depth Probe Method

D5298-10 Test Method for Measurement of Soil Potential (Suction) Using Filter Paper

D5311-92R04E01 Test Method for Load Controlled Cyclic Triaxial Strength of Soil

D5312-04 Test Method for Evaluation of Durability of Rock for Erosion Control Under Freezing and Thawing Conditions

D5313-04 Test Method for Evaluation of Durability of Rock for Erosion Control Under Wetting and Drying Conditions

D5333-03 Test Method for Measurement of Collapse Potential of Soils

D5334-08 Test Method for Determination of Thermal Conductivity of Soil and Soft Rock by Thermal Needle Probe Procedure

D5434-09 Guide for Field Logging of Subsurface Explorations of Soil and Rock

D5519-07 Test Methods for Particle Size Analysis of Natural and Man-Made Riprap Materials

D5607-08 Test Method for Performing Laboratory Direct Shear Strength Tests of Rock Specimens Under Constant Normal Force

D5731-08 Test Method for Determination of the Point Load Strength Index of Rock and Application to Rock Strength Classifications

D5753-05R10 Guide for Planning and Conducting Borehole Geophysical Logging

D5777-00R06 Guide for Using the Seismic Refraction Method for Subsurface Investigation

D5778-07 Test Method for Electronic Friction Cone and Piezocone Penetration Testing of Soils

D5787-95R09 Practice for Monitoring Well Protection

D5873-05 Test Method for Determination of Rock Hardness by Rebound Hammer Method

D5878-08 Guides for Using Rock-Mass Classification Systems for Engineering Purposes

D5882-07 Test Method for Low Strain Impact Integrity Testing of Deep Foundations

D5911_D5911M-96R10E01 Practice for Minimum Set of Data Elements to Identify a Soil Sampling Site

D5918-06 Test Methods for Frost Heave and Thaw Weakening Susceptibility of Soils

D5922-96R10 Guide for Analysis of Spatial Variation in Geostatistical Site Investigations

D5978-96R05 Guide for Maintenance and Rehabilitation of Ground-Water Monitoring Wells

D6000-96R08 Guide for Presentation of Water-Level Information from Ground-Water Sites

D6026-06 Practice for Using Significant Digits in Geotechnical Data

D6031_D6031M-96R10E01 Test Method for Logging In Situ Moisture Content and Density of Soil and Rock by the Nuclear Method in Horizontal, Slanted, and Vertical Access Tubes

D6032-08 Test Method for Determining Rock Quality Designation (RQD) of Rock Core

D6066-96R04 Practice for Determining the Normalized Penetration Resistance of Sands for Evaluation of Liquefaction Potential

D6151-08 Practice for Using Hollow-Stem Augers for Geotechnical Exploration and Soil Sampling

D6167-97R04 Guide for Conducting Borehole Geophysical Logging: Mechanical Caliper

D6230-98R05 Test Method for Monitoring Ground Movement Using Probe-Type Inclinedmeters

D6274-98R04 Guide for Conducting Borehole Geophysical Logging - Gamma

D6429-99R06 Guide for Selecting Surface Geophysical Methods

D6430-99R10 Guide for Using the Gravity Method for Subsurface Investigation

D6431-99R10 Guide for Using the Direct Current Resistivity Method for Subsurface Investigation

D6432-99R05 Guide for Using the Surface Ground Penetrating Radar Method for Subsurface Investigation

D6519-08 Practice for Sampling of Soil Using the Hydraulically Operated Stationary Piston Sampler

D6528-07 Test Method for Consolidated Undrained Direct Simple Shear Testing of Cohesive Soils

D6565-00R05 Test Method for Determination of Water (Moisture) Content of Soil by the Time-Domain Reflectometry (TDR) Method

D6598-07 Guide for Installing and Operating Settlement Platforms for Monitoring Vertical Deformations

D6635-01R07 Test Method for Performing the Flat Plate Dilatometer

D6639-01R08 Guide for Using the Frequency Domain Electromagnetic Method for Subsurface Investigations

D6726-01R07 Guide for Conducting Borehole Geophysical Logging\MElectromagnetic Induction

D6727-01R07 Guide for Conducting Borehole Geophysical Logging\MNeutron

D6780-05 Test Method for Water Content and Density of Soil in Place by Time Domain Reflectometry (TDR)

D6820-02R07 Guide for Use of the Time Domain Electromagnetic Method for Subsurface Investigation

D6913-04R09 Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis

D6938-10 Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

D7015-07 Practices for Obtaining Intact Block (Cubical and Cylindrical) Samples of Soils

D7070-08 Test Methods for Creep of Rock Core Under Constant Stress and Temperature

D7128-05R10 Guide for Using the Seismic-Reflection Method for Shallow Subsurface Investigation

D7263-09 Test Methods for Laboratory Determination of Density (Unit Weight) of Soil Specimens

D7299-06 Practice for Verifying Performance of a Vertical Inclinator Probe

D7383-10 Test Methods for Axial Compressive Force Pulse (Rapid) Testing of Deep Foundations

D7400-08 Test Methods for Downhole Seismic Testing

D7401-08 Test Methods for Laboratory Determination of Rock Anchor Capacities by Pull and Drop Tests

D7625-10 Test Method for Laboratory Determination of Abrasiveness of Rock Using the CERCHAR Method

D7664-10 Test Methods for Measurement of Hydraulic Conductivity of Unsaturated Soils

International Society for Rock Mechanics Commission on Classification of Rocks and Rock Masses (ISRM)

Suggested Methods for the Quantitative Description of Discontinuities in Rock Masses, Int. J. Rock Mech. & Min. Sci. & Geomech. Abstr., Vol. 15, pp. 319-368, 1978

Basic Geotechnical Description of Rock Masses (BGD), Int. J. Rock Mech. & Min. Sci. & Geomech. Abstr., Vol. 18, pp. 85- 110, 1981,

Marinos, P., and E. Hoek

GSI: A geologically friendly tool for rock mass strength estimation; Proceedings of the GEOENG 2000 at the international conference of geotechnical and geological engineering, Melbourne; Technomic publishers; Lancaster; pp 1422-1466.

Marinos, V., P. Marinos and E. Hoek

The geological strength index: applications and limitations; Bull. Eng. Geol. Environ. (2005) 64: 55-65; Springer-Verlag.

Ontario Regional Common Ground Alliance (ORCGA)

Best Practices Version 5.0 - February 2009

REQUIRED SERVICES (RS)

RS 2 SCOPE OF SERVICES

RS 2.1A PRE-DESIGN SERVICES (Stage 1A)

Note: Pre-design services could consist of (1) a Preliminary Investigation, or (2) a Detailed Investigation, or (3) Special Studies, or any combination, as specified in the Terms of Reference.

RS 2.1A.1 Preliminary investigation

RS 2.1A.1.1 Existing data

The Consultant shall:

1. Identify, obtain, review and analyze existing documentation pertinent to the project including past geotechnical reports;
2. Identify, obtain, review and analyze reports and publications related to the site, provide interpretation of topographic maps, geology maps, geological hazards (landslides, rock slope stability, etc.), air photos; seismic site classification, etc.
3. Identify local, provincial, national authorities having jurisdiction;
4. Identify all applicable codes, regulations and standards;
5. Identify any missing information needed to complete the Pre-design services required in the Project Brief and/or the Terms of Reference;

RS 2.1A.1.2 Data collection and analysis

The Consultant shall:

1. Conduct site reconnaissance, inspections, surveys, measurements, studies, evaluations, etc., to acquire all pertinent information;
2. Interview operational personnel and occupants/users, as required, to confirm operational and functional requirements;
3. For existing structures analyse all pertinent project data identified in the Term of Reference to:
 - Assess condition and performance the foundation members, retaining structures, underground structures, etc., of the asset, as well as their impact on its functionality;
 - Verify compliance with all applicable codes, regulations and standards;
 - Verify compliance with the requirements of local, provincial and national authorities having jurisdiction;
 - Respond to specific requirements (e.g.: determine causes of technical problems, confirm structural integrity of foundation members, retaining structures, underground structures, assess seismic resistance, etc.);

RS 2.1A.1.3 Technical Report, Options and Cost Estimates

The Consultant shall prepare and submit to the Departmental Representative for approval, a technical report that:

1. Describes the approach and results of investigations, studies, inspections, surveys, measurements, evaluations;
2. Presents the results of all data analyses and compliance verifications;

3. Identifies a minimum of 3 options or alternative remedial measures, to deal with deficiencies and meet project requirements;
4. Describes, in broad terms, the pros and cons of each option and how well each one responds to project requirements;
5. Provides Class D estimates (order of magnitude) of engineering and construction costs, including life-cycle costs, associated with each option;
6. Describes, in broad terms, project scheduling implications associated with each option;
7. Provides recommendation on next steps, and prepares a program for future detailed geotechnical investigation.

Copies of all Pre-design Documents must be provided in the type and number specified in RS 1.1.1.

RS 2.1A.2 Detailed investigation

RS 2.1A.2.1 Existing data

The Consultant shall:

1. Identify, obtain, review and analyze existing documentation pertinent to the project including past geotechnical reports;
2. Identify, obtain, review and analyze reports and publications related to the site, provide interpretation of topographic maps, geology maps, geological hazards (landslides, rock slope stability, etc.), air photos; seismic site classification, etc.
3. Identify local, provincial, national authorities having jurisdiction;
4. Identify all applicable codes, regulations and standards;
5. Identify any missing information needed to complete the Pre-design services required in the Project Brief and/or the Terms of Reference;

RS 2.1A.2.2 Data collection and analysis

The Consultant shall unless specified otherwise carry out data collection and analysis according to RS 2.1A.1.2:

Specifically, geotechnical site investigation will consist of :

- a. Field work
 - Drilling and sampling
 - Excavating test pits and sampling
 - Field testing
 - Geophysical testing
- b. Laboratory work to establish:
 - Soil and rock index properties
 - Strength and deformation characteristics
 - Hydraulic conductivity

RS 2.1A.2.3 Technical Report, Options and Cost Estimates

The Consultant shall prepare and submit to the Departmental Representative for approval, a technical report that:

1. describes the approach and results of investigations, studies, inspections, surveys, measurements, evaluations;

2. presents the results of all data analyses and compliance verifications;
3. Provides recommendations for input to the design of the specified built works including but not limited to:
 - Type of foundations and optimum founding elevation
 - Bearing capacity for shallow and deep foundations and an estimate of settlement
 - Methods of foundation installation
 - Frost protection
 - Underground structures
 - Stabilization of existing foundation members (e.g. underpinning)
 - Excavation in soils and rocks and any limitations due to adverse soil/rock conditions
 - Lateral support parameters for earth retaining structures
 - Mitigating effects of excavation on adjacent structures
 - Pavement of roads and parking lots
 - De-watering of excavations
 - Slope stability (in soils and rocks)
 - Seismic parameters
 - Soil stabilization/improvement
 - Soil compaction
 - Instrumentation
4. Identifies a minimum of 3 options or alternative remedial measures, to deal with deficiencies and meet project requirements;
5. Describes, in broad terms, the pros and cons of each option and how well each one responds to project requirements;
6. Provides Class D estimates (order of magnitude) of engineering and construction costs, including life-cycle costs, associated with each option;
7. Describes, in broad terms, project scheduling implications associated with each option;
8. Provides recommendation on next steps, additional study needs, etc.

Copies of all Pre-design Documents must be provided in the type and number specified in RS 1.1.1.

RS 2.1A.3 Special studies

RS 2.1A.3.1 Services

The Consultant shall as required conduct special studies such as:

- Special dynamic analysis beyond that required by codes such as ground/foundation response
- Numerical analysis of stresses and deformations (2-D and 3-D) in foundations
- Blasting test
- Site selection
- Slope stability
- Monitoring requirements

RS 2.1A.3.2 Technical Report, Options and Cost Estimates

The Consultant shall prepare and submit to the Departmental Representative for approval, a technical report that contains all services as in RS 2.1A.2.3 applicable to the special study.

RS 2.1B PRE-DESIGN SERVICES (Stage 1B) - Verification (when RS 2.1A has been prepared by others)

As directed by the Departmental Representative, the work below will sometimes be in support of other Consultants contracted separately with the Departmental Representative. In such cases, the Consultant

shall first review all previous Preliminary and Detailed investigations on the site, and subsequently propose any further study required to supplement the existing information for the purposes of the subject project.

RS 2.1B.1 Analysis of project requirements

The Consultant shall first review all previous Preliminary and Detailed investigations on the site, and subsequently propose any further study required to supplement the existing information for the purposes of the subject project, as listed in RS 2.1A (Stage 1A) above.

RS 2.1B.2 Deliverables

1. Review results of all previous Preliminary and Detailed investigations on the site, and prepare a report summarizing conclusions.
2. Prepare as required, a proposal for any further geotechnical investigation required to supplement the existing information for the purposes of the subject project, as listed in RS 2.1A (Stage 1A) above.
3. Update, as described in RS 2.1A (Stage 1A), the Pre-Design deliverables if required. Submit for review. Revise. Resubmit for final approval

RS 2.2 CONCEPT DESIGN

As directed by the Departmental Representative, the work below will sometimes be in support of other consultants contracted separately with the Departmental Representative.

RS 2.2.1 General Requirements

The Consultant shall review Pre-Design Documents, analyse options and prepare Concept Design Documents in sufficient detail to:

1. To translate the Project Requirements into design parameters;
2. Illustrate the design concept and demonstrate compliance with the Project Requirements;
3. Develop preliminary Construction Cost Estimates
4. Confirm the feasibility of the project;
5. Recommend an option for further Design Development.

RS 2.2.2 Option Analysis

The Consultant shall:

1. Review the options identified at the Pre-design stage and recommend, for the Departmental Representative's approval, any other option that should be explored and analysed further;
2. For each option to be further explored, as confirmed by the Departmental Representative:
 - complete a detailed analysis and describe how the option responds to project requirements, as well as Client functional needs;
 - explore possible technical and environmental strategies which are viable and have potential for development;
 - identify and quantify potential risks and make contingency recommendations in order to minimize negative cost impacts;
 - advise on alternative procurement and construction strategies to create efficiencies wherever possible;
 - produce class 'C' cost estimates for the various options, including life-cycle costs;

- assess the impacts the option may have on the Project Implementation Strategy and Schedule including constructability, project phasing and duration.
- 3. recommend one option for further Design Development with all supporting background and technical justifications.

RS 2.2.3 Concept Design Deliverables

The Consultant shall prepare and submit to the Departmental Representative for approval:

1. Copies of all Concept Design Documents in the type and number specified in RS 1.1.1;
2. A detailed option analysis report covering the elements outlined in RS 2.2.2 Option Analysis;
3. Concept design drawings of geotechnical elements including: plan views, elevations, sections, explanatory sketches and notes, analytical diagrams, etc.;
4. Class C estimates of engineering and construction costs, as well as life-cycle costs, associated with each option;
5. A preliminary Project Implementation Strategy and Schedule that include, without being limited to, such elements as:
 - Key activities and milestones including critical deadlines, delivery items requiring long lead time, etc., that are required for the effective delivery of the project deliverables
 - Time frames for submissions, reviews and approvals;
 - The co-ordination with work of other disciplines (architectural, mechanical, etc.)
 - An assessment of the impacts the various options may have on Project Implementation Strategy and Schedule including constructability, project phasing and duration.

RS 2.3 DESIGN DEVELOPMENT

As directed by the Departmental Representative, the work below will sometimes be in support of other consultants contracted separately with the Departmental Representative.

RS 2.3.1 General Requirements

Based on the approved Pre-Design Documents, the Consultant is required to further develop one of the options presented at the Pre-Design stage. The Departmental Representative will confirm in writing the option for which Design Development is required.

The Consultant shall review Pre-Design Documents and develop the design of the option approved by the Departmental Representative, to the level of detail necessary to:

1. Define the scope, the intent and the character of the entire project;
2. Update the Cost Estimates;
3. Facilitate design review, discussions and decisions;
4. Present, as required, the design to government officials, to Clients, or to any other authorities having jurisdiction;
5. Obtain the necessary approvals from all stakeholders and the Departmental Representative to proceed to the development of Construction Documents.

RS 2.3.2 Design Deliverables

The Consultant shall prepare and submit to the Departmental Representative for approval:

1. Copies of all Design Development Documents in the type and number specified in RS 1.1.1;
2. Design development drawings as further described under RS 2.3.3;
3. A list of all National Master Specifications (NMS) sections to be used;
4. A Class "B" Construction Cost Estimate based on the Design Development Documents;
5. An updated Cost Plan including an assessment of potential project risks and mitigation measures;
6. Presentation material needed to obtain any design approvals that may be required from government officials, Clients, or any other authorities having jurisdiction;
7. A detailed Project Implementation Strategy and Schedule that includes, without being limited to, such elements as:
 - Key activities and milestones including critical deadlines, delivery items requiring long lead time, etc., that are required for the effective delivery of the project deliverables;
 - Time frames for submissions, reviews and approvals;
 - Co-ordination with work of other disciplines, as applicable (architectural, structural, etc.);
 - Constructability assessment and advice on construction strategy and duration;
 - Recommendations on project phasing

RS 2.3.3 Design Development Drawings

Without being limited to the following, Design Development Drawings shall:

1. Include plans, elevations, sections and perspectives views of all foundation elements and support systems for rock excavation (underground and open) to be detailed in Construction Drawings;
2. Indicate modifications to existing structures or new structural systems, types of foundation, and all other pertinent details;
3. Identify geotechnical constraints that may affect construction;
4. Present, in the general notes, a summary of the results of any earthquake resistance assessments that may have been done, as well as actions included in the design to improve earthquake resistance;
5. Include, as required, supporting drawings from other disciplines that may affect the geotechnical design development (e.g. architectural).

RS 2.4 CONSTRUCTION DOCUMENTS, PRE-TENDER CONSTRUCTION COST ESTIMATE AND PROJECT SCHEDULE

As directed by the Departmental Representative, the work below will sometimes be in support of other consultants contracted separately with the Departmental Representative.

RS 2.4.1 Stages of Document Preparation

Based on the approved Design Development Documents, the Consultant is required to prepare Construction Documents including drawings, specifications, cost estimates and schedules.

Stages of Construction Document preparation are defined as follows:

1. 33% indicates technical completeness of all working documents;
2. 66% indicates substantial technical development of the project - well advanced engineering plans, details, schedules and specifications;

3. 99% is the submission of complete Construction Documents ready for final technical reviews and approvals;
4. Final Submission incorporates all revisions required in the 99% review and is intended to provide PWGSC with complete Construction Documents for tender call.

RS 2.4.2 Document Development and Reviews (all Stages)

The Consultant shall, for each document preparation stage described in RS 2.4.1:

1. Prepare and submit, for the Departmental Representative's review and approval, construction drawings and specifications, as well as an updated Construction Cost Estimates;
2. Submit copies of construction documents, in the type and number specified in RS 1.1.1.
3. Provide written response to all review comments and incorporate them, as appropriate, into subsequent stages of Construction Documents;
4. Ensure all construction documents are co-ordinated with documents from other disciplines, or sub-consultants, that may be involved in the project;
5. Attend technical and production meetings, that may be arranged by Departmental Representative or the Consultant, for the review of construction documents at the 33%, 66%, and 99% stages; prepare minutes of the meetings and distribute copies to all participants;
6. Submit plans and specifications at the appropriate stages, and obtain approvals from Authorities having jurisdiction (e.g. municipal or provincial governments, etc.);
7. Clarify any special project implementation strategies (e.g. phased construction).
8. Review the foundation drawings for conformance to the geotechnical report recommendations if requested by the design engineer

RS 2.4.3 Final Construction Document Submission

The Consultant shall prepare and submit to the Departmental Representative for approval, in accordance with the requirements of RS 1.1.1:

1. Complete sets of final construction drawings and specifications, in both official languages;
2. A final Construction Cost Estimate (Class "A") based on the approved construction documents, together with a cost breakdown;
3. A Risk Management Plan covering the construction phase of the project.

RS 2.5 TENDER CALL, BID EVALUATION & CONSTRUCTION CONTRACT AWARD

As directed by the Departmental Representative, the work below will sometimes be in support of other consultants contracted separately with the Departmental Representative.

RS 2.5.1 Tender Documents

The Departmental Representative shall be responsible for the production of the required number of copies of the tender documents, and for such other documents as are necessary for tender call purposes.

After acceptance of the final submission of the Construction Documents by the Departmental Representative, the Consultant shall prepare and provide:

1. Three (3) complete sets of the approved tender drawings: one (1) hard copy; signed and sealed and two (2) electronic copies (one in native format and one in PDF format) ;
2. (3) sets of the approved specifications, two (2) electronic copies (one in native format and one in PDF format) and one hard copy properly bound and covered;

3. The above mentioned tender drawings and specifications need to be provided in both official languages.

The Consultant shall deliver Electronic Version of Drawings and Specifications as follows:

1. Electronic true copy of the final submission drawings and specifications must be provided on one or multiple CD-ROM in Portable Document Format (PDF) in accordance with the User Manual on Directory Structure and Naming Convention Standard for Construction Tender Documents on CD-ROM included in Appendix C - Doing Business;
2. The PDF files should to the greatest extent possible be derived from the native software in which they were created and must not have any password protection and printing restrictions. A reference guide "Basic reference Guide on Converting Construction Drawings in Portable Document Format "PDF)" providing basic information on the conversion of construction drawings in PDF, is included in Appendix C - Doing Business.
3. Electronic true copies of drawings and specifications are for tendering purposes only and do not require to be signed and sealed. The original signed and sealed hard copy of drawings and specifications will be the version used by the successful contractor for construction and building permit purposes.
4. Electronic Version of Addenda, where needed, shall be in electronic format (PDF) without password protection and printing restrictions.

RS 2.5.2 Tender Call

The Consultant shall:

1. Provide the Departmental Representative with all information required by tenderers to fully interpret the Construction Documents;
2. Attend tenderers briefing meeting(s) (i.e. Job Showing), upon request;
3. Prepare addenda based on questions arising in such meetings for issue by the Contracting Authority. The Contracting Authority will issue the addenda to all participants;
4. Keep full notes of all inquiries during the bidding period and submit same to Project Manager at the end, for PWGSC records.

RS 2.5.3 Bid Evaluation and Construction Contract Award

The Departmental Representative shall be responsible for issuing tender documents and arranging for the receipt of tenders and awarding of the Construction Contract.

The Consultant shall, upon request, assist tender evaluation by providing advice on such elements as:

1. The completeness of tender documents in all respects;
2. The technical aspects of the tenders;
3. The effect of alternatives and qualifications which may have been included in the tender;
4. The tenderers capability to undertake the full scope of work;
5. The availability of adequate equipment to carry out the work;
6. The examination and report on any cost and schedule impact created by the issue of tender / contract addenda;
7. Information to support price negotiations;
8. Assistance to the Departmental Representative should PWGSC decide to re-tender the project.

RS 2.6 CONSTRUCTION & CONTRACT ADMINISTRATION

The work below will frequently be in support of, and in collaboration with a Prime Consultant contracted separately with the Departmental Representative.

RS 2.6.1 Intent

To monitor the implementation of the project in compliance with the Contract Documents and to direct and monitor all necessary or requested changes to the scope of work during construction.

RS 2.6.2 Construction Schedule

The Consultant shall:

1. As soon as practical after the award of the Construction Contract, request from the Departmental Representative a Contractor's detailed construction schedule, and, after review for conformity with the Project Schedule, forward two (2) copies of the construction schedule to the Departmental Representative;
2. Monitor and report to the Departmental Representative the progress of the construction; and
3. Notify the Departmental Representative of any known and anticipated delays which may affect the completion date of the Project, and keep accurate records of the causes of delays.

Only the Departmental Representative may approve any request for Time Extensions. The Departmental Representative shall evaluate all requests from the Contractor for time extensions, and shall issue directions to the Contractor and the Consultant.

RS 2.6.3 Construction Meetings

The Consultant shall:

1. At the request of the Departmental Representative attend construction meetings as required;
2. Maintain a record of the proceedings of such meetings;.
3. Attend special meetings when unforeseen problems are encountered during the foundation construction or excavation;
4. Review alternative or remedial proposals involving geotechnical considerations
5. Assist in resolving problems with unexpected soil/rock conditions on site.

RS 2.6.4 Clarification and Interpretation

The Consultant shall provide clarification and interpretation of the construction documents in written or graphic form, to the Contractor for the proper execution and progress of the construction as and when necessary.

RS 2.6.5 Shop Drawings

The Consultant shall:

1. On behalf of the Departmental Representative, request and obtain from the Contractor all shop drawings as specified in the construction documents;
2. Review in a timely manner the shop drawings provided by the Contractor to determine conformity with the general concept and intent of the construction documents and indicate to the Contractor such conformance with the general concept or lack thereof;
3. Provide the Departmental Representative with one (1) copy when such conformity is confirmed;

4. On completion of project, forward three (3) copies of reviewed and approved shop drawings to the Departmental Representative. Ensure that shop drawings include the project number and are recorded in sequence.

RS 2.6.6 Testing and Inspections

The Consultant shall:

1. Recommend the need for, and review, test reports of materials or construction;
2. Recommend quality assurance testing to be undertaken during construction, evaluate the results and advise the Departmental Representative accordingly;
3. Advise the Departmental Representative when portions of the work must be inspected prior to being covered up. Conduct these inspections in a timely manner at the request of the Departmental Representative;
4. Advise the Departmental Representative when observed material or construction fails to comply with the requirements of the Construction Contract;
5. Assist the Departmental Representative in evaluating invoices from testing firms for services performed.
6. Typical required services will include (as applicable to the requirements of each Call-Up):

Quality assurance testing and inspections:

- Foundation Subgrade Inspection
- Pile Driving Inspection
- Load Test Supervision
- Fill Compaction Testing
- Pavement Subgrade Testing
- Field and laboratory testing of soils and rocks

Monitoring

- Slope Stability Monitoring
- Field Instrumentation-Settlement
- Blast monitoring during excavation and/or seismic risk analysis;
- Evaluation of instrumentation data
- Survey of existing buildings and structures prior to and during construction
- Monitoring - during construction and long-term (e.g. vibration during excavation)

Design changes

- Geotechnical engineering work resulting from changes to the project, such as changes in scope, complexity, diversity or magnitude of the project;
- Review of design drawings or Specifications prepared by others to determine suitability;
- Review of alternative designs or products after completion of the Contract Documents;

Review of the contractor's methods

- Review of the contractor's methods, procedures and construction equipment with respect to the effect on the project;
- Review of construction methodology and reporting to the owner
- Evaluation of contractor's proposed method of foundations, review of shop drawings, shoring, etc.
- Review of alternative designs or products after completion of the Contract Documents;
- Work resulting from corrections or revisions required because of errors or omissions in construction by the contractor;
- Special Specifications - the geotechnical engineer may provide special clauses to be included in the specifications where unusual soil, rock or groundwater conditions exist.

Design review or field observations of shoring or bracing for excavations and building or underpinning of adjacent structures;

RS 2.6.7 Site Visits

The Consultant shall:

1. Make all necessary visits to the site to determine, on an adequate sampling basis, whether this work is in conformity with the construction documents;
2. Record and report to the Departmental Representative on the progress, non-conformities and deficiencies observed during each site visit, and provide the Departmental Representative lists of these deficiencies;
3. Recommend the action to be taken.

RS 2.6.8 Changes to Construction Contract

The Consultant shall:

1. Submit all requests and recommendations for changes to the Construction Contract and their implications to the Departmental Representative for approval;
2. Obtain from the Departmental Representative the Contractor's quotations for contemplated changes, review the prices for acceptability, assess the effect on construction progress, and submit recommendations to the Departmental Representative.
3. Prepare Contemplated Change Notices (CCN) and Change Order (CO) and submit to the Departmental Representative for approval and processing.

Only the Departmental Representative has the authority to change the scope or price of the Construction Contract. The Departmental Representative shall issue to Change Orders for all approved changes.

RS 2.6.9 Contractor's Progress Claim

The Consultant shall on behalf of the Departmental Representative:

1. Request from the Contractor a cost breakdown of the Construction Contract Award Price in detail appropriate to the size and complexity of the Project, or as may otherwise be specified in the Construction Contract, and submit the cost breakdown to the Departmental Representative prior to the Contractor's first progress claim;
2. Examine progress claims in a timely manner and, if acceptable, certify the progress claims for work completed and materials delivered pursuant to the Construction Contract, and submit them to the Departmental Representative for approval and processing;
3. If the construction is based on unit prices, measure and record the quantities of labour, materials and equipment involved for the purpose of certifying progress claims;
4. Submit a construction schedule progress report with each progress claim.

RS 2.6.10 Interim Completion of the Project

The Consultant shall:

1. Review the construction with the Departmental Representative and the Contractor, and record all unacceptable and incomplete work detected;
2. Request from the Contractor, review for completeness and adequacy and provide the Departmental Representative with, all operation and maintenance manuals and any other documents or items to be provided by the Contractor, in accordance with the Construction Contract;

3. Prepare and submit to the Departmental Representative for approval and processing, and as a basis for payment to the Contractor, an Interim Certificate of Completion as required by the Construction Contract, together with supporting documents properly signed and certified.

RS 2.6.11 As-built and Record Drawings

The Consultant shall, before issuance of the Final Certificate of Completion:

1. On behalf of the Departmental Representative obtain any marked-up construction drawings and as-built drawings from the Contractor;
2. Prepare and provide the Departmental Representative with a complete set of record drawings of the type and number as specified;
3. Verify that record drawings are suitable for microfilming, incorporating all recorded changes to the original working drawings based on as-built prints, drawings and other information provided by the Contractor, together with change orders and site instructions;
4. Verify that record drawings are labelled "Record", dated and signed by the Consultant, and provide also a marked-up copy of the specifications recording changes related thereto.

RS 2.6.12 Final Completion of the Project

The Consultant shall:

1. Advise the Departmental Representative when the construction has been completed in general conformity with the Construction Contract;
2. Make a final review of the construction with the Departmental Representative and the Contractor and, if satisfactory, prepare and submit to the Departmental Representative for approval and final payment to the Contractor, a Final Certificate of Completion as required by the Construction Contract, together with supporting documents properly signed and certified, including manufacturers' and suppliers' warranties.

RS 2.6.13 Resident Site Services during Construction

Depending on the type of project, the Departmental Representative may specify, in the Terms of Reference for engineering services, the need for Resident Site Services during construction. Where such services are required, the Consultant shall appoint a qualified Resident Construction Services Representative for the duration of the construction stage of the project.

Without being limited to the following, the Resident Construction Services Representative shall:

1. Represent the full time or part time presence of the Consultant on the construction site;
2. Inspect and monitor all phases of the construction work, and report any discrepancies to the Departmental Representative for appropriate action;
3. Neither authorize nor request any change in the work which would constitute a change in design or in the value of the contract. Any requests for such changes must be submitted to the Departmental Representative for approval;
4. Verify quantities of materials received on site and record work progress, including photographs as required;
5. Maintain a daily log of inspections and issue a weekly written report to the Consultant for distribution as directed by the Departmental Representative

6. Prepare other reports or surveys as may be requested by the Departmental Representative through the Consultant.
7. Supervise installation of instruments which monitor behaviour of the structure during construction and after its completion.

RS 2.7 POST-CONSTRUCTION WARRANTY REVIEW

The work below will frequently be in support of, and in collaboration with a Prime Consultant contracted separately with the Departmental Representative.

The Consultant shall:

1. Review if requested, during the Contractor's warranty period, any defects reported by the Departmental Representative;
2. 30 days prior to the expiry of any warranty period, visit the site, and record any defects observed or reported;
3. At the end of any warranty period, carry out a final review of the Project and report to the Departmental Representative the status of defects. If the Departmental Representative accepts the rectification of the defects, a notice of "Final Warranty Inspection" shall be issued to the Contractor.

SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

- SRE 1 General Information
- SRE 2 Proposal Requirements
- SRE 3 Submission Requirements and Evaluation
- SRE 4 Price of Services
- SRE 5 Total Score
- SRE 6 Submission Requirements - Checklist

SUBMISSION REQUIREMENTS AND EVALUATION

SRE 1 GENERAL INFORMATION

1.1 Reference to the Selection Procedure

An 'overview of the selection procedure' can be found in General Instructions to Proponents (GI 9).

1.2 Submission of Proposals

The Proponent is responsible for meeting all submission requirements. Please follow detailed instructions in "Submission of Proposal", General Instructions to Proponents (GI 10)

1.3 Calculation of Total Score

For this Standing Offer the Total Score will be established as follows:

Technical Rating x 90%	=	Technical Score (Points)
<u>Price Rating x 10%</u>	=	<u>Price Score (Points)</u>
Total Score		Max. 100 Points

SRE 2 PROPOSAL REQUIREMENTS

2.1 Requirement for Proposal Format

The following proposal format information should be implemented when preparing the proposal.

Submit one (1) bound original plus five (5) bound copies of the proposal

Paper size should be - 216mm x 279mm (8.5" x 11")

Minimum font size - 11 point Times or equal

Minimum margins - 12 mm left, right, top, and bottom

Double-sided submissions are preferred

One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper

279mm x 432 mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages.

The order of the proposals should follow the order of the Request for Standing Offer SRE 3 section.

2.2 Specific Requirements for Proposal Format

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is thirty-five (35) pages.

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

- Covering letter
- Declaration/Certifications Form (Appendix A)
- Code of Conduct Certifications
- Front page of the Request for Standing Offer document
- Front page of revision(s) to the Request for Standing Offer document
- Price Proposal Form (Appendix B)

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

SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION

3.1 MANDATORY REQUIREMENTS

Failure to meet the mandatory requirements will render the proposal as non-responsive and no further evaluation will be carried out.

3.1.1 Declaration/Certifications Form

Proponents must complete, sign and submit the following:
Appendix A, Declaration / Certifications Form as required.

3.1.2 Licensing, Certification or Authorization

The Proponent shall be authorized to provide geotechnical engineering services and must include a geotechnical engineer licensed, or eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the province of Ontario and Quebec.

If the Proponent is licensed to practise in only one of the two provinces then that Proponent must be eligible and willing to be licensed in the province in which they are not licensed.

3.1.3 Code of Conduct Certifications - Consent to a criminal record verification

Proponents must submit with their proposal, by the Request for Standing Offers closing date:

- (a) a complete list of names of all individuals who are currently directors of the Proponent;
- (b) a properly completed and signed form Consent to a Criminal Record Verification (PWGSC-TPSGC 229), (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for each individual named in the list.

3.2 RATED REQUIREMENTS

Proposals meeting the mandatory requirements will be evaluated in accordance with the following criteria. The clarity of the proposal writing will form part of the evaluation (use of language, document structure, conciseness and completeness of the response):

3.2.1 Comprehension of the Scope of Services

1. *What we are looking for:*
A demonstration of the understanding of the overall requirements for services, including specific deliverables, expected approaches, technical expectations, and coordination requirements, especially in delivering government projects.
2. *What the Proponent should provide:*
 - (a) scope of services - detailed list of services;
 - (b) summary of your proposed typical work breakdown structure, i.e. resources assigned, time schedule, level of effort;
 - (c) broader goals (federal image, sustainable development, sensitivities);
 - (d) risk management strategy;
 - (e) project management approach to working with PWGSC (understanding of PWGSC management structure, Client environment, standing offer process, working with the government in general);

3.2.2 Team Approach / Management of Services

1. *What we are looking for:*
How the team will be organized in its approach and methodology in the delivery of the Required Services.
2. *What the Proponent should provide:*
A description of:
 - (a) Roles and responsibilities of key personnel;
 - (b) Assignment of the resources and availability of back-up personnel;
 - (c) Management and organization (reporting structure);
 - (d) Description of the firm's approach to responding to the individual call-ups which will arise as a result of this standing offer;
 - (e) Quality control techniques;
 - (f) Demonstration of how the team intends to meet the 'Project Response Time Requirements' ;
 - (g) Conflict resolution.

3.2.3 Past Experience

1. *What we are looking for:*
Demonstration that over at least the past ten (10) years, the Proponent or its senior personnel has participated in a range of projects requiring a full scope of services in accordance with the Required Services (RS) section. The firm's participation in these projects should have involved the scope of services listed in the Required Services (RS) section.
2. *What the Proponent should provide:*
 - (a) A brief description of a maximum of ten (10) significant projects completed over the last ten (10) years by the firm, or its senior personnel;
 - (b) For the above projects, include the names of senior personnel and project personnel who were involved as part of the project team and their respective responsibilities, as well as the scope, and budget per discipline;
 - (c) Indicate the dates the services were provided for the listed projects;
 - (d) Scope of services rendered, project objectives, constraints and deliverables; and
 - (e) Client references - name, address, phone and fax of client contact at working level. Reference checks may be completed if deemed necessary.
3. Please indicate those projects which were carried out in joint venture and the responsibilities of each of the involved firms in each project.

3.2.4 Senior Personnel Expertise and Experience

1. *What we are looking for:*
A demonstration that the Proponent has senior personnel in-house with the capability, capacity and expertise in each area listed in the Required Services (RS) section.
2. *What the Proponent should provide: (approximately two (2) pages **per** senior personnel)*
 - (a) submit a maximum of two (2) c.v.'s of senior personnel. Each curriculum vitae should clearly indicate the years of experience the senior personnel has in the provision of the services specified in the Required Services (RS) section;
 - (b) identify the personnel's years of experience, the number of years with the firm;
 - (c) professional accreditation;
 - (d) accomplishments/achievements/awards.

3.2.5 Project Personnel Expertise and Experience

1. *What we are looking for:*
A demonstration that the Proponent has project personnel in-house with the capability, capacity and expertise to provide the required services and deliverables listed in the Required Services (RS) section.
2. *What the Proponent should provide:*
 - (a) Submit a maximum of two (2) c.v.'s of project personnel which will perform the majority of the work resulting from the individual Call-ups. Each curriculum vitae should clearly indicate the years of experience the project personnel has in the provision of the services specified in the Required Services (RS) section;
 - (b) Identify the personnel's years of experience, the number of years with the firm;
 - (c) Professional accreditation;
 - (d) Accomplishments/achievements/awards.

3.2.6 Hypothetical Projects

1. *What we are looking for:*
Describe the approach and methodology that you would employ to deliver the project in a general written response only.

The clarity of the report writing will form part of the evaluation (use of language, document structure, conciseness and completeness of the response).
2. *What the Proponent should provide for each hypothetical project :*
 - (a) description of the approach and methodology that you would employ to solve the problem;
 - (b) summary of your proposed work breakdown structure, i.e. scope of work, resources assigned, time schedule, level of effort in terms of number of hours of all identified resources;
 - (c) appropriateness of assigned resources;
 - (d) level of effort;
 - (e) project management approach to working with PWGSC (understanding of PWGSC management structure, CSU/Client environment, standing offer process, working with the government in general);
 - (f) problem-solving methodology (client involvement, PWGSC involvement, other government agency involvement, creative approaches to solving problems).
Calculation of a fee for the provision of these services is not required.
3. *The Facts:*
When responding to the following hypothetical fact situations, be advised that the hypothetical is to be used for evaluation purposes only. Areas and details in the hypothetical are provided only to give the Proponent sufficient material from which to develop an outline of their approach and methodology to the resolution of the issues.

PROJECT 1

Scenario:

PWGSC is planning a major rehabilitation of a historical building on the Parliament Hill. This project will be upgraded to current building code requirements, including renovation to accommodate future functions, and needed restoration work. The building is a three-story, load-bearing masonry building with a full basement. Existing historical construction records indicate that a large portion of the building foundations are resting directly on bedrock, but this information cannot be verified for the entire building.

A three-level parking garage will be constructed immediately adjacent to the building with a direct access from it at the basement level. There will be also a 50-m pedestrian tunnel leading from the existing

building to another building. Several utility and service tunnels will be required for connections to existing services.

Based on existing geotechnical information, bedrock on the site of the proposed parking garage consists of limestone with some shaly interbeds and in situ locked in horizontal stresses estimated at 0.5 Mpa. The upper 1 to 2 m of bedrock is generally of poor to very poor rock quality and some fault lines were previously detected in the rock. Bedrock is overlain by a soil cover up to 3-m deep, and is expected to consist of granular fill with some construction debris. Deeper fill may exist where bedrock has been excavated and later backfilled.

Engineering services required

Provide the full range of services outlined in RS 2.1A- PRE-DESIGN SERVICES (Stage 1A), RS 2.2 - CONCEPT DESIGN and RS 2.3 DESIGN DEVELOPMENT including :

- Collection of all existing data and assessment of areas where additional geotechnical information is needed;
- Establishing extent of detailed geotechnical investigation and conducting special studies, if warranted, for design development;
- Development of concept design options and implementation strategies;
- Identifying best option for remediation work and construction of new structures;
- Assistance to Prime Consultant in addressing all issues related to geotechnical engineering; and
- Development of contract documents.

PROJECT 2

Scenario:

PWGSC is planning the design and construction of a new building in eastern Ottawa. The proposed facility will consist of a 6-story general office building with 35 m x 40 m footprint and a 2-level underground parking provided under this new building. The site currently consists of areas of grass and small bushes.

The proposed facility will be situated on the top of a natural escarpment. The subsurface conditions consist of Leda clay deposit overlying a glacial till layer, overlying shale bedrock. The clay layer is about 35 m thick with a weathered upper crust. The glacial till layer is on average 10 m thick, is generally dense with frequent boulders.

Engineering services required

Provide the full range of services outlined in RS 2.1B- PRE-DESIGN SERVICES (Stage 1B), RS 2.2 - CONCEPT DESIGN, RS 2.3 DESIGN DEVELOPMENT, RS 2.4 CONSTRUCTION DOCUMENTS, PRE-TENDER CONSTRUCTION COST ESTIMATE AND PROJECT SCHEDULE, RS 2.5 TENDER CALL, BID EVALUATION & CONSTRUCTION CONTRACT AWARD and RS 2.6 CONSTRUCTION & CONTRACT ADMINISTRATION.

These will include:

- Collection of all existing data and assessment of areas where additional geotechnical information is needed;
- Establishing extent of detailed geotechnical investigation and conducting special studies, if warranted, for design development;
- Development of concept design options and implementation strategies;
- Identifying risks associated with the site and select best option for construction of new structure;
- Assistance to Prime Consultant in addressing all issues related to geotechnical engineering;

- Provision of all engineering services to complete the design, drawings and specifications and to refine costs estimates and schedules; and
- Assistance during the construction tender process;
- Provision for non-resident construction supervision.

PROJECT 3

Scenario:

A developer is proposing to erect a high-rise apartment building next to the existing government property. The proposed apartment building will have a 3-level underground parking and due to limited space, the developer wants to build an exterior wall of the garage at the property line. The existing PWGSC 2-story building is located only 3 m from the common property line and the property manager is concerned about the effect the new high-rise apartment building will have on our property.

PWGSC geotechnical records indicate that the observed stratigraphy on PWGSC site consists of 1.5-m thick granular fill layer, overlying 4-m thick layer of native silt and/or sand, overlying 2-m thick glacial till over bedrock. Water table fluctuates between 2.5 m to 3 m from the ground surface.

Engineering services required

The following all engineering services are required to complete this project:

- Evaluation of the risk of building settlement;
- Preparation of a proposal for monitoring building settlement and ground deformations adjacent to excavation for the high-rise building;
- Preparation of a plan for selection, acquisition and installation of a monitoring system , and sequence of reading instruments.

3.3 EVALUATION AND RATING

Proposals that are responsive (i.e. which meet all the mandatory requirements set out in the Request for Standing Offer) will be reviewed, evaluated and rated by a PWGSC Evaluation Board. In the first instance, price envelopes will remain sealed and only the technical components of the proposal will be evaluated in accordance with the following to establish Technical Ratings:

Criterion	Weight Factor	Rating	Weighted Rating
Comprehension of the Scope of Services	1.0	0-10	0-10
Team Approach / Management of Services	1.5	0 - 10	0 - 15
Past Experience	1.5	0 - 10	0 - 15
Senior Personnel Expertise and Experience	1.5	0 - 10	0 - 15
Project Personnel Expertise and Experience	2.0	0 - 10	0 - 20
Hypothetical Projects	2.5	0 - 10	0 - 25
Total	10.0		0-100

Generic Evaluation Table

PWGSC Evaluation Board members will evaluate the strengths and weaknesses of the Proponent's response to the evaluation criteria and will rate each criterion with even numbers (0, 2, 4, 6, 8 or 10) using the generic evaluation table below:

NON RESPONSIVE	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates expert understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be easily corrected	No significant weaknesses	No apparent weaknesses
	Proponent lacks qualifications and experience	Proponent does not have minimum qualifications and experience	Proponent has minimum qualifications and experience	Proponent is qualified and experienced	Proponent 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 all 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 project's needs	Sample projects generally not related to this project's needs	Sample projects generally related to this project's needs	Sample projects directly related to this project's needs	Leads in sample projects directly related to this project's needs
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Minimum acceptable capability, should meet minimum performance	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

To be considered further, proponents **must** achieve a minimum weighted rating of fifty (50) out of the hundred (100) points available for the rated technical criteria as specified above.

No further consideration will be given to proponents not achieving the pass mark of fifty (50) points.

SRE 4 PRICE OF SERVICES

All price proposal envelopes corresponding to responsive proposals which have achieved the pass mark of fifty (50) points are opened upon completion of the technical evaluation. When there are three or more responsive proposals, an average price is determined by adding all the price proposals together and dividing the total by the number of price proposals being opened. This calculation will not be conducted when one or two responsive proposals are received.

All price proposals which are greater than twenty-five percent (25%) above the average price will be set aside and will receive no further consideration.

The remaining price proposals are rated as follows:

The lowest price proposal receives a Price Rating of 100

The second, third, fourth and fifth lowest prices receive Price Ratings of 80, 60, 40, and 20 respectively. All other price proposals receive a Price Rating of 0.

On the rare occasions where two (or more) price proposals are identical, the matching price proposals receive the same rating and the corresponding number of following ratings are skipped.

The Price Rating is multiplied by the applicable percentage to establish the Price Score.

SRE 5 TOTAL SCORE

Total Scores will be established in accordance with the following:

Rating	Possible Range	% of Total Score	Score (Points)
Technical Rating	0 - 100	90	0 - 90
Price Rating	0 - 100	10	0 - 10
Total Score		100	0 - 100

The proposals will be ranked in order from the highest to the lowest using the total score (technical plus price). The proponents submitting the highest ranked proposals will be recommended for issuance of a standing offer. In the case of a tie, the Proponent submitting the lower price for the services will be selected. Canada reserves the right to issue up to four (4) Standing Offers.

SRE 6 SUBMISSION REQUIREMENTS - CHECKLIST

The following list of documents and forms is provided with the intention of assisting the Proponent in ensuring a complete submission. The Proponent is responsible for meeting all submission requirements.

Please follow detailed instructions in "Submission of Proposals", General Instructions to Proponents (GI 10).

- ☐ Declaration / Certifications Form - completed and signed form provided in Appendix A
- ☐ **Code of Conduct Certifications/Consent to a criminal record verification - list of directors and consent form for each individual named in the list**
- ☐ Proposal - 1 original + 5 copies
- ☐ Front page of Request for Standing Offer
- ☐ Front page of Revision(s) to a Request for Standing Offer

Geotechnical Engineering Services
Standing Offer Brief
Requisition EP168-123367

In a separate envelope:

☐ Price Proposal form - one (1) completed and submitted in a separate envelope

APPENDIX A

Declaration/Certifications Form

Declaration / Certifications Form (page 1 of 5)

Name of Proponent:

Street Address:

Mailing Address (if different than street address)

City:

City:

Prov./Terr./State:

Prov./Terr./State:

Postal/ZIP Code:

Postal/ZIP Code:

Telephone Number:()

Fax Number: ()

E-Mail:

Procurement Business Number:

Type of Organization

___ Sole Proprietorship

___ Partnership

___ Corporation

___ Joint Venture

Size of Organization

Number of Employees_____

Graduate Architects/_____

Prof. Engineers:

Other Professionals _____

Technical Support _____

Other _____

Declaration / Certifications Form (page 2 of 5)

Federal Contractors Program (FCP) - Certification

1. The Proponent, or, if the Proponent is a joint venture the member of the joint venture, certifies its status with FCP, as follows:

The Proponent or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full- time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada,
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c.44 (<http://laws.justice.gc.ca/en/E-5.401/index.html>);
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Please check the appropriate item above. Further information on the FCP is available on the HRSDC Web site (<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>).

2. If the Proponent does not fall within the exceptions enumerated in 1. (a) or (b), or does not have a valid certificate number confirming its adherence to the FCP, the Proponent must fax (819-953-8768) a copy of the signed form LAB 1168 (<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>), Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

Declaration / Certifications Form (page 3 of 5)

Former Public Servant (FPS) - Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, proponents must provide the information required below.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

Former Public Servant in Receipt of a Pension

Is the Proponent a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Proponent must provide the following information:

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

Work Force Reduction Program

Is the Proponent a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Proponent must provide the following information:

Declaration / Certifications Form (page 4 of 5)

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a proposal, the Proponent certifies that the information submitted by the Proponent in response to the above requirements is accurate and complete.

Declaration / Certifications Form (page 5 of 5)

Name of Proponent:

This Declaration forms part of the offer.

Education, Professional Accreditation and Experience:

All statements made with regard to the education, professional accreditation and the experience of individuals proposed for providing services under the Standing Offer are accurate and factual, and we are aware that Canada reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared non-responsive. Should a verification by Canada disclose untrue statements, Canada shall have the right to treat any standing offer resulting from this solicitation as being in default and to terminate it accordingly.

DECLARATION:

I, the undersigned, being a principal of the Proponent, hereby certify that the information given on this form and in the attached Proposal is accurate to the best of my knowledge.

Name (print): _____

Capacity: _____

Signature _____

Telephone Number: () _____

Fax Number: () _____

E-mail: _____

Date: _____

During proposal evaluation period, PWGSC contact will be with the above named person.

This Appendix A should be completed and submitted with the proposal, but may be submitted afterwards as follows: if any of these required certifications is not completed and submitted with the proposal, the Contracting Authority will so inform the Proponent and provide the Proponent with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the proposal non-responsive.

APPENDIX B

Price Proposal Form

APPENDIX B - PRICE PROPOSAL

INSTRUCTIONS

Complete price proposal form and submit in a separate sealed envelope, with the Proponent's name, Solicitation Number, and "Price Proposal Form" typed on the outside.

Price proposals are not to include GST/HST and will be evaluated in Canadian Dollars.

Proponents are not to alter or add information to the form.

In order to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to: proponents must provide an hourly rate for each listed position. In the event that the firm consists of fewer personnel than listed, provide an hourly rate that corresponds with each position listed. The hourly rate provided must be equal to or greater than the hourly rate provided for the position listed below it. For example, if the firm does not have an Intermediate Personnel, the hourly rate provided must be equal to or greater than the hourly rate provided for the Junior Personnel. Failure to insert an hourly rate for each position listed will render your proposal non-responsive.

The hourly rates identified will be for the duration of the Standing Offer.

Travel and Living Expenses: Firms are advised that any travel time and travel-related expenses associated with the delivery of services within a 50 km radius of Parliament Hill are to be calculated as an integral part of the hourly rates. For delivery of services outside of this 50 km radius, travel-related expenses will be paid (with prior approval of the Departmental Representative) in accordance with current Treasury Board Policy.

Fixed hourly rates for each category are to be provided in column B and are then multiplied by the weight factor in column A (provided for evaluation purpose only).

APPENDIX B - PRICE PROPOSAL

Name of Proponent: _____

Address: _____

Category of Personnel	Weight Factor (A)	Fixed Hourly Rate (B)	Total (A X B)
Partners or principals of the firm	5	\$	\$
Senior Personnel	25	\$	\$
Intermediate Personnel	40	\$	\$
Junior Personnel	25	\$	\$
Administrative Support	5	\$	\$
Total	100		\$

Signature of Consultant or Joint Venture Consultants.

..... signature

..... capacity

..... signature

..... capacity

END OF PRICE PROPOSAL FORM

Appendix C

Doing Business

TABLE OF CONTENTS

SECTION	PAGE
SECTION 1 INTRODUCTION	3
SECTION 2 PWGSC NATIONAL CADD STANDARD	4
SECTION 3 GUIDE TO PREPARATION OF CONSTRUCTION DOCUMENTS FOR PWGSC	4
SECTION 4 CLASSES OF CONSTRUCTION COST ESTIMATES USED BY PWGSC	14
SECTION 5 TIME MANAGEMENT	16

Appendices

Appendix 'A'	Checklist for the Submission of Construction Documents
Appendix 'B'	Sample Addendum Format
Appendix 'C'	Sample Index for Drawings and Specifications
Appendix 'D'	User Manual on Directory Structure and Naming Conventions Standards for Construction Tender Documents on CDROM, dated May 2005
Appendix 'E'	Basic Reference Guide on Converting Construction Drawings into Portable Document Format (PDF), dated May 2005

SECTION 1 INTRODUCTION

This document must be used in conjunction with the Terms of Reference (TOR), as the two documents are complimentary. The TOR describes project-specific requirements while this document deals with information common to all projects. In case of a conflict between the two documents, the requirements of the TOR override this document.

SECTION 2 PWGSC NATIONAL CADD STANDARD

Drawings shall be in accordance with PWGSC National CADD Standards and Canadian Standards Association (CSA) B78.3.

Refer to:

<http://www.tpsgc-pwgsc.gc.ca/cadd-standards/text/index-e.html>

The above link is subject to change. The Consultant shall check with the Project Manager to ensure that the link and related information are current and relevant with regards to PWGSC National CADD Standards.

SECTION 3 GUIDE TO PREPARATION OF CONSTRUCTION DOCUMENTS FOR PWGSC

1 Purpose

This document provides direction in the preparation of construction contract documents (namely specifications, drawings and addenda) for Public Works and Government Services Canada (PWGSC).

Drawings, specifications and addenda must be complete and clear, so that a contractor can prepare a bid without guesswork. Standard practice for the preparation of construction contract documents requires that:

- drawings are the graphic means of showing work to be done, as they depict shape, dimension, location, quantity of materials and relationship between building components.
- specifications are written descriptions of materials and construction processes in relation to quality, colour, pattern, performance and characteristics of materials, installation and quality of work requirements.
- Addenda are changes to the construction contract documents or tendering procedures, issued during the tendering process.

2 Principles of PWGSC Contract Documents

PWGSC's contract documents are based on common public procurement principles. PWGSC does not use Canadian Construction Document Committee (CCDC) documents.

The terms and conditions are prepared and issued by PWGSC as well as other related bidding and contractual documents. For information, the clauses are available on the following web site: <http://sacc.pwgsc.gc.ca/sacc/query-e.jsp>. Any questions should be directed to the Project Manager.

3 Quality Assurance

Consultants are required to undertake their own quality control process and must review, correct and coordinate (between disciplines) their documents before sending them to PWGSC.

SPECIFICATIONS

1 National Master Specification

The National Master Specification (NMS) is a master construction specification available in both official languages, which is divided into 48 Divisions and used for a wide range of construction and/or renovation projects. In preparing project specifications, the Consultant must use the current edition of the NMS in accordance with the "NMS User's Guide".

The Consultant retains overriding responsibility for content and shall edit, amend and supplement the NMS as deemed necessary to produce an appropriate project specification free from conflict and ambiguity.

2 Specification Organization

Narrowscope sections describing single units of work are preferred for more complex work, however, broadscope sections may be more suitable for less complex work. Use either the NMS 1/3 - 2/3 page format or the Construction Specifications Canada full-page format.

Start each Section on a new page and show Project Number, Section Title, Section Number and Page Number on each page. Specification date, project title, and consultant's name are not to be indicated.

3 Terminology

Use the term "Departmental Representative" instead of Engineer, PWGSC, Owner, Consultant or Architect. "Departmental Representative" means the person designated in the Contract, or by written notice to the Contractor, to act as the Departmental Representative for the purposes of the Contract, and includes a person, designated and authorized in writing by the Departmental Representative to the Contractor.

Notations such as: "verify on site", "as instructed", "to match existing", "example", "equal to" or "equivalent to", "to be determined on site by "Departmental Representative", should not be indicated in the specifications as this promotes inaccurate and inflated bids. Specifications must permit bidders to calculate all quantities and bid accurately. If quantities are impossible to identify (i.e. cracks to be repaired) give an estimated quantity for bid purposes (unit prices). Ensure that the terminology used throughout the specifications is consistent and does not contradict the applicable standard construction contract documents.

4 Dimensions

Dimensions are to be in metric only (no dual dimensioning).

5 Standards

As references in the NMS may not be up to date, it is the responsibility of the consultant to ensure that the project specification uses the latest applicable edition of all references quoted. The following is a list of some of the Internet websites which provide the most current publications of standards for reference in the construction specification document.

- CSA standards: <http://www.csa.ca>
- CGSB standards: <http://www.pwgsc.gc.ca/cgsb>

- ANSI standards: <http://www.ansi.org>
- ASTM Standards: <http://www.astm.org>
- ULC standards: <http://www.ulc.ca>
- General reference of standards: <http://www.cssinfo.com>

The NMS website (www.pwgsc.gc.ca/nms) also links to other documents references in the NMS under its "Links" feature.

6 Specifying Materials

The practice of specifying actual brand names, model numbers, etc., is against departmental policy except for special circumstances. The method of specifying materials shall be by using recognized standards such as those produced by Canadian Gas Association (CGA), Canadian General Standards Board (CGSB), Canadian Standards Association (CSA), and Underwriters' Laboratories of Canada (ULC), or by trade associations such as Canadian Roofing Contractors' Association (CRCA) and Terrazzo, Tile, Marble Association of Canada (TTMAC). Canadian standards should be used wherever possible.

If the above method cannot be used and where no standards exist, specify by a non-restrictive, non-trade name "prescription" or "performance" specifications.

In exceptional or justifiable circumstances or if no standards exist and when a suitable non-restrictive, non-trade name "prescription" or "performance" specification cannot be developed, specify by trade name. Include all known materials acceptable for the purpose intended, and in the case of equipment, identify by type and model number.

Acceptable Materials: set up the paragraph format as follows:

Acceptable Materials:

1. ABC Co. Model [_____].
2. DEF Co. Model [_____].
3. GHI Co. Model [_____].

Alternative materials to those specified may be considered during the solicitation period, however, the onus will be on the Consultant to review and evaluate all requests for approval of alternative materials.

The term "Acceptable Manufacturers" should not be used, as this restricts competition and does not ensure the actual material or product will be acceptable. A list of words and phrases that should be avoided is included in the NMS User's Guide.

Sole Sourcing: Sole sourcing for materials and work can be used for proprietary systems (ie. fire alarm systems, EMCS systems). **Substantiation and/or justification will be required.**

Wording for the sole source of work should be in Part 1 as:

"Designated Contractor

- .1 Hire the services of [_____] to do the work of this section."

Wording for the sole source of EMCS systems should be in Part 1 as

“Designated Contractor

- .1 Hire the services of [] or its authorized representative to complete the work of all EMCS sections.”

and in Part 2 as “Materials

- .1 There is an existing [] system presently installed in the building. All materials must be selected to ensure compatibility with the existing [] system.

Wording for the sole source of materials (ie. fire alarm systems) should be in Part 2 as:

“Acceptable materials

- .1 The only acceptable materials are [] .”

Prior to including sole source materials and/or work, the Consultant should contact the Project Manager to obtain the approval for the sole sourcing.

7 Unit Prices

Unit prices are used where the quantity can only be estimated (eg. earth work) and the approval of the Project Manager must be sought in advance of their use.

Use the following wording:

[The work for this section] or [define the specific work if required, e.g. rock excavation] will be paid based on the actual quantities measured on site and the unit prices stated in the Bid and Acceptance Form.

In each applicable NMS section, replace paragraph title "Measurement for Payment" with "Unit Prices".

Sample of Unit Price Table:

The Unit Price Table designates the Work to which a Unit Price Arrangement applies.

- (a) The Price per Unit and the Estimated Total Price must be entered for each Item listed.
- (b) Work included in each item is as described in the referenced specification section.

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity	Price per Unit GST/HST extra	Estimated Total Price GST / HST extra
TOTAL ESTIMATED AMOUNT						
Transfer amount to subparagraph 1)(b) of BA03						

8 Cash Allowances

Construction contract documents should be complete and contain all of the requirements for the

contractual work. Cash allowances are to be used only under exceptional circumstances (ie. utility companies, municipalities), where no other method of specifying is appropriate. Obtain approval from the Project Manager in advance to include cash allowances and then use "Section 01 21 00 - Allowances" of the NMS to specify the criteria.

9 Warranties

It is the practice of PWGSC to have a 12 month warranty and to avoid extending warranties for more than 24 months. When necessary to extend beyond the 12 month warranty period provided for in the General Conditions of the contract, use the following wording in Part 1 of the applicable technical sections, under the heading "Extended Warranty":

- "For the work of this Section [____], the 12 month warranty period is extended to 24 months.
- Where the extended warranty is intended to apply to a particular part of a specification section modify the above as follows: "For [____] the 12 month ... [____] months."

Delete all references to manufacturers' guarantees.

10 Scope of Work

No paragraphs noted as "Scope of Work" are to be included.

11 Summary and Section Includes in Part -1 General of Section

Do not use "Summary" and "Section Includes."

12 Related Sections

In every section of the specification at 1.1 "Related Sections": coordinate the list of related sections and appendices. Ensure co-ordination among the sections of the specification and ensure not to reference any section or appendices which do not exist.

13 Index

List all the plans and specification sections with correct number of pages, section names and correct drawing titles in the format shown in Appendix A.

14 Regional Guide

The Consultant should contact the Project Manager to obtain the region's requirements for Division 01 or other short form specifications as might be appropriate. For example, it is required in the National Capital Region that regional Section 01 00 10 - General Instructions be used on all projects.

15 Health and Safety

It is required that all project specifications include "Section 01 35 29.06 - Health and Safety Requirements." Confirm with the Project Manager to determine if there are any instructions to meet regional requirements.

16 Designated Substances Report

Include "Section 01 14 25 - Designated Substances Report"

17 Subsurface Investigation Reports

Subsurface Investigation Report(s) are to be included after Section 31 and the following paragraph should be added to Section 31:

Subsurface investigation report(s)

.1 Subsurface investigation report(s) are included in the specification following this section.

When the Project Manager determines that it is not practical to include the subsurface investigation report(s), alternate instructions will be provided.

Where tender documents are to be issued in both official languages, the subsurface investigation report(s) shall be issued in both languages.

In addition to the provision of the Subsurface Investigation Report, the foundation information required by the National Building Code of Canada 2005 (Division C, Part 2, 2.2.4.6) shall be included on foundation drawings.

18 Experience and Qualifications

Remove experience and qualification requirements from specification sections.

19 Prequalification and Pre-award submissions

Do not include in the specification any mandatory contractor and/or subcontractor prequalification or pre-award submission requirements that could become a contract award condition. If a prequalification process or a pre-award submission is required, contact the Project Manager.

There should be no references to certificates, transcripts or license numbers of a trade or subcontractor being included with the bid.

20 Contracting Issues

Specifications describe the workmanship and quality of the work. Contracting issues should not appear in the specifications. Division 00 of the NMS is not used for PWGSC projects.

Remove all references within the specifications, to the following:

- General Instructions to Bidders
- General Conditions
- CCDC documents
- Priority of documents
- Security clauses
- Terms of payment or holdback
- Tendering process
- Bonding requirements
- Insurance requirements

- Alternative and separate pricing
- Site visit (Mandatory or Optional)
- Release of Lien and deficiency holdbacks

DRAWINGS

1 Title Blocks

Use PWGSC title block for drawings and sketches (including addenda).

2 Dimensions

Dimensions are to be in metric only (no dual dimensioning).

3 Trade Names

Trade names on drawings are not acceptable. Refer to SECTION 3, SPECIFICATIONS, 6.0 Specifying Materials for specifying materials by trade name.

4 Specification Notes

No specification type notes are to appear on any drawing.

5 Terminology

Use the term "Departmental Representative" instead of Engineer, PWGSC, Owner, Consultant or Architect. "Departmental Representative" means the person designated in the Contract, or by written notice to the Contractor, to act as the Departmental Representative for the purposes of the Contract, and includes a person, designated and authorized in writing by the Departmental Representative to the Contractor.

Notations such as: "verify on site", "as instructed", "to match existing", "example", "equal to" or "equivalent to", "to be determined on site by "Departmental Representative", should not be indicated in the specifications as this promotes inaccurate and inflated bids. Specifications must permit bidders to calculate all quantities and bid accurately. If quantities are impossible to identify (i.e. cracks to be repaired) give an estimated quantity for bid purposes (unit prices). Ensure that the terminology used throughout the specifications is consistent and does not contradict the applicable standard construction contract documents.

6 Information to be included

Drawings should show the quantity and configuration of the project, the dimensions and details of how it is constructed. There should be no references to future work and no any information that will be changed by future addenda. The scope of work should be clearly detailed and elements not in contract should be eliminated or kept to an absolute minimum.

7 Drawing Numbers: Number drawings in sets according to the type of drawing and the discipline involved as follows (The requirements of SECTION 2 PWGSC NATIONAL CADD STANDARD will supercede these requirements, where warranted).

During the Design Phase of the project each submission and review must be noted on the Notes block of the drawing title, but at the time of construction document preparation, all revision notes should be removed.

Discipline	Drawing
Demolition	D1, D2, etc.
Architectural	A1, A2, etc.
Civil	C1, C2, etc.
Landscaping	L1, L2, etc.
Mechanical	M1, M2, etc.
Electrical	E1, E2, etc.
Structural	S1, S2, etc.
Interior Design	ID1, ID2, etc.

- 8 Presentation Requirements:** Present drawings in sets comprising the applicable demolition, architectural, structural, mechanical and electrical drawings in that order. All drawings should be of uniform standard size.
- 9 Prints:** Print with black lines on white paper. Blue prints are acceptable for document submissions at 33%, 66% and 99% stages. Confirm with Project Manager the size of prints to be provided for review purposes.
- 10 Binding:** Staple or otherwise bind prints into sets. Where presentations exceed 20 sheets, the drawings for each discipline may be bound separately for convenience and ease of handling.
- 11 Legends:** Provide a legend of symbols, abbreviations, references, etc., on the front sheet of each set of drawings or, in large sets of drawings, immediately after the title sheet and index sheets.
- 12 Schedules:** Where schedules occupy entire sheets, locate them next to the plan sheets or at the back of each set of drawings for convenient reference. See *CGSB 33-GP-7 Architectural Drawing Practices for schedule arrangements*.
- 13 North Points:** On all plans include a north point. Orient all plans in the same direction for easy cross-referencing. Wherever possible, lay out plans so that the north point is at the top of the sheet.
- 14 Drawing Symbols:** Follow generally accepted drawing conventions, understandable by the construction trades, and in accordance with PWGSC publications.

ADDENDA

1 Format

Prepare addenda using the format shown in Appendix B. No signature type information is to appear.

Every page of the addendum (including attachments) must be numbered consecutively. All pages must have the PWGSC project number and the appropriate addendum number. Sketches shall appear in the PWGSC format, stamped and signed.

No Consultant information (name, address, phone #, consultant project # etc.) should appear in the addendum or its attachments (except on sketches).

2 Content

Each item should refer to an existing paragraph of the specification or note/detail on the drawings. The clarification style is not acceptable.

DOCUMENTATION

Translation

When required, all documentation included in the construction contract documents shall be in both official languages.

Ensure that English and French documents are equal in all respects. There can be no statement that one version takes precedence over the other.

Consultant shall provide:

- Per construction document submission, a completed and signed Checklist for the Submission of Construction Documents. See Appendix 'A'.
- Specification: originals printed one side on 216 mm x 280 mm white bond paper.
- Index: as per Appendix 'C'
- Addenda (if required): as per Appendix 'B' (to be issued by PWGSC).
- Drawings: reproducible originals, sealed and signed by the design authority.
- Tender information:
 - Including a description of all units and estimated quantities to be included in unit price table.
 - Including a list of significant trades including costs. PWGSC will then determine which trades, if any, will be tendered through the Bid Depository.
 - Government Electronic Tendering System (MERX): Consultants to provide an electronic true copy of the final documents (specifications and drawings) on one or multiple CD-ROM in Portable Document Format (PDF) without password protection and printing restrictions. The electronic copy of drawings and

specifications is for bidding purposes only and do not require to be signed and sealed. See Appendix 'D' and Appendix 'E'.

PWGSC shall provide:

- General and Special Instructions to Bidders
- Bid and Acceptance Form
- Standard Construction Contract Documents

SECTION 4 CLASSES OF CONSTRUCTION COST ESTIMATES USED BY PWGSC

DESCRIPTION OF THE CLASSES OF ESTIMATES USED BY PWGSC FOR CONSTRUCTION COSTING OF BUILDINGS PROJECTS

Class 'D' (Indicative) Estimate:

Based upon a comprehensive statement of requirements, and an outline of potential solutions, this estimate is to provide an indication of the final project cost, and allow for ranking all the options being considered.

Submit Class D cost estimates in elemental cost analysis format latest edition issued by the Canadian Institute of Quantity Surveyors with cost per m² for current industry statistical data for the appropriate building type and location. Include a summary in the cost estimate, plus full back up, showing items of work, quantities, unit prices, allowances and assumptions.

The level of accuracy of a class D cost estimate shall be such that no more than a 20% contingency allowance is required.

Class 'C' Estimate:

Based on a comprehensive list of requirements and assumptions, including a full description of the preferred schematic design option, construction/design experience, and market conditions. This estimate must be sufficient for making the correct investment decision.

Submit Class C cost estimates in elemental cost analysis format latest edition issued by the Canadian Institute of Quantity Surveyors with cost per m² for current industry statistical data for the appropriate building type and location. Include a summary in the cost estimate, plus full back up, showing items of work, quantities, unit prices, allowances and assumptions.

The level of accuracy of a class C cost estimate shall be such that no more than a 15% contingency allowance is required.

Class 'B' (Substantive) Estimate:

Based on design development drawings and outline specifications, which include the design of all major systems and subsystems, as well as the results of all site/installation investigations. This estimate must provide for the establishment of realistic cost objectives and be sufficient to obtain effective project approval.

Submit Class B cost estimates in elemental cost analysis format latest edition issued by the Canadian Institute of Quantity Surveyors. Include a summary in the cost estimate, plus full back up, showing items of work, quantities, unit prices, allowances and assumptions.

The level of accuracy of a class B cost estimate shall be such that no more than a 10% design contingency allowance is required.

Class 'A' (Pre-Tender) Estimate:

Based on completed construction drawings and specifications prepared prior to calling competitive tenders. This estimate must be sufficient to allow a detailed reconciliation/negotiation with any contractor's tender.

Submit Class A cost estimates in both elemental cost analysis format and trade divisional format latest edition issued by the Canadian Institute of Quantity Surveyors. Include a summary in the cost estimate, plus full back up, showing items of work, quantities, unit prices, allowances and assumptions.

The level of accuracy of a class A cost estimate shall be such that no more than a 5% design contingency allowance is required.

SECTION 5 TIME MANAGEMENT

1 Time Management, Planning, and Control

The Time Management, Planning, and Control Specialist (scheduler) shall provide a Project Planning and Control System (Control System) for Planning, Scheduling, Progress Monitoring and Reporting and a Time Management, Planning, and Control Report (Progress Report). It is required that a fully qualified and experienced Scheduler play a major role in providing services in the development and monitoring of the project schedule.

The scheduler will follow good industry practices for schedule development and maintenance as recognized by the Project Management Institute (PMI).

PWGSC presently utilizes the Primavera Suite software and MicroSoft Project for its current Control Systems and any software used by the consultant should be fully integrated with these, using one of the many commercially available software packages.

1.1 Schedule Design

Project Schedules are used as a guide for execution of the project as well as to communicate to the project team when activities are to happen, based on network techniques using Critical Path Method (CPM).

When building a Control System you must consider:

1. The level of detail required for control and reporting;
2. The reporting cycle- monthly and what is identified in the Terms of Reference, but also includes Exception Reports;
3. That the duration must be in days;
4. What is required for reporting in the Project Teams Communications Plan and
5. The nomenclature and coding structure for naming and reporting requirements of activities, schedules and reports.

1.2 Schedule Development

For purposes of monitoring and reporting of project progress and ease of schedule review it is important to maintain a standard for all schedules and reports starting with the Work Breakdown Structure (WBS), identification of Milestones, naming of activities as well as schedule outputs and paper sizing and orientation.

Work Breakdown Structure

When developing the schedule the consultant needs to use PWGSC standards and practices. Two basic requirements are the National Project Management System (NPMS) and a Work Breakdown Structure (WBS), structured supporting the NPMS (Levels 1-4).

The WBS is as follows:

- Level 1 Project Title (NPMS)
- Level 2 Project Stage (NPMS)
- Level 3 Project Phase (NPMS)
- Level 4 Processes to meet Deliverables/Control Points Milestones (NPMS)
- Level 5 Sub-Processes and Deliverables in support of Level 4
- Level 6 Discrete activities. (Work Package)

Not all the Stages, Phases and Processes in the NPMS will be required on all the projects, however the structure remains the same.

Major and Minor Milestones

The Major Milestones are standard Deliverables and Control Points within **NPMS** and are required in all schedule development. These Milestones will be used in Management Reporting within PWGSC as well as used for monitoring project progress using Variance Analysis. The Minor milestones are process deliverables (Level 4) or sub-process deliverables (level 5) also used in Variance Analysis.

Each Milestone will also be assigned appropriate coding for Status Reporting and Management Reporting.

Milestones must have zero duration and are used for measuring project progress.

Milestones may also be external constraints such as the completion of an activity, exterior to the project, affecting the project.

Activities

All activities will need to be developed based on Project Objectives, Project Scope, Major and Minor Milestones, meetings with the project team and the scheduler's full understanding of the project and its processes.

Subdivide the elements down into smaller more manageable pieces that organize and define the total scope of work in Levels 5-6 that can be scheduled, costed, monitored and controlled. This process will develop the Activity List for the project.

Each activity is a discrete element of work and is the responsibility of one person to perform.

Each activity will describe the work to be performed using a verb and noun combination (i.e. Review Design Development Report).

Activities should not have durations longer than 2 update cycles, with exception of activities not yet defined in a "Rolling Wave".

Each activity will be assigned at WBS level 6 and appropriately coded for Status Reporting and Management Reporting.

These elements will become activities, interdependently linked in Project Schedules.

Project Logic

Once the WBS, Milestones and Activity List have been developed the activities and milestones can be linked in a logical manner starting with a Project Start Milestone. Every activity and milestone must be linked in a logical manner using either a Finish to Start (FS), Finish to Finish (FF), Start to Start (SS) or Start to Finish (SF) relationship. There can be no open-ended activities or milestones.

A Finish to Start (FS) is the preferred relationship.

When developing relationships avoid the use of lags and constraints in place of activities and logic.

Activity Duration

The activity duration (in days) is the estimated length of time it will take to accomplish a task.

Consideration needs to be taken in how many resources are needed and are available, to accomplish any activity. (Example: availability of Framers during a "Housing Boom".) Other factors are the type or skill level of the available resources, available hours of work, weather etc.

There will be several types of lists and schedules produced from this process, which will form part of the Progress Report.

Activity List

An Activity List identifies all activities including milestones required to complete the whole project.

Milestone List

A Milestone List identifies all project Major and Minor milestones.

Master Schedule

A Master Schedule is a schedule used for reporting to management at WBS level 4 and 5 that identifies the major activities and milestones derived from the detailed schedule. Cash Flow projections can be assigned at WBS level 5 for monitoring the Spending Plan.

Detailed Project Schedule

A Detailed Project Schedule is a schedule in reasonable detail (down to WBS Level 6 and 7) for progress monitoring and control, this will ensure that the schedule shall be in sufficient detail to ensure adequate planning and control.

1.3 Schedule Review and Approval

Once the scheduler has identified and properly coded all the activities; put them into a logical order and then determined the appropriate durations. The scheduler can then analyze the schedule to see if the milestone dates meet the contractual requirements and then adjust the schedule accordingly by changing durations, resource leveling or changing logic.

When the schedule has been satisfactorily prepared the scheduler can present the detailed schedule to the Project Team for approval and be Baselined. There may be several iterations before the schedule meets with the Project Teams agreement and the contractual requirements.

The final agreed version must be copied and saved as the Baseline to monitor variances for reporting purposes.

1.4 Schedule Monitoring and Control

Once Baselined the schedule can be better monitored, controlled and reports can be produced.

Monitoring is performed by, comparing the baseline activities % complete and milestone dates to the actual and forecast dates to identify the variance and record any potential delays, outstanding issues and concerns and provide options for dealing with any serious planning and scheduling issues in report form.

Analyze and report from early start sequence on all activities due to start, underway, or finished for the complete project.

There will be several reports generated from the analysis of the baseline schedule and will form part of the Time Management Report in the Required Services Sections (RS)

Progress Reports

A Progress Report reflects the progress of each activity to the date of the report, any logic changes, both historic and planned, projections of progress and completion the actual start and finish dates of all activities being monitored.

The Progress Report includes:

A Narrative Report, detailing the work performed to date, comparing work progress to planned, and presenting current forecasts. This report should summarize the progress to date, explaining current and possible deviations and delays and the required actions to resolve delays and problems with respect to the Detail Schedule, and Critical Paths.

Narrative reporting begins with a statement on the general status of the project followed by a summarization of delays, potential problems and project status criticality, any potential delays, outstanding issues and concerns and options for dealing with any serious planning and scheduling issues.

A Variance Report, with supporting schedule documentation, detailing the work performed to date, comparing work progress to planned. This report should summarize the progress to date, explaining all causes of deviations and delays and the required actions to resolve delays and problems with respect to the Detail Schedule, and Critical Paths.

A Criticality Report identifying all activities and milestones with negative, zero and up to five days Total Float used as a first sort for ready identification of the critical, or near critical paths through the entire project.

Included in the Progress Report as attachments are: WBS chart, Activity Lists, Milestone Lists, Master Schedules, Detailed Project Schedule

Exception Report

The Scheduler is to provide continuous monitoring and control, timely identification and early warning of all unforeseen or critical issues that affect or potentially affect the project.

If unforeseen or critical issues arise, the Scheduler will advise the Project Manager and submit proposed alternative solutions in the form of an Exception Report.

An Exception Report will include sufficient description and detail to clearly identify:

1. Scope Change: Identifying the nature, reason and total impact of all identified and potential project scope changes affecting the project.
2. Delays and accelerations: Identifying the nature, the reason and the total impact of all identified and potential duration variations.
3. Options Enabling a Return to the project baseline: Identifying the nature and potential effects of all identified options proposed to return the project within baselined duration.

1.5 Standard Submissions

At each submission or deliverable stage provide a complete and updated Progress Report, the contents of each report will vary with requirements and at each project phase. Typically a Progress Report has:

1. Executive Summary;
2. Narrative Report;
3. Variances Report;
4. Criticality Report;
5. Exception Report (as required)
6. Work Breakdown Structure Chart;
7. Activity List;
8. Milestone List;
9. Master Schedule with Cash Flow Projections;
10. Detail Project Schedule (Network Diagram or Bar Charts);

1.6 Schedule Outputs and Reporting Formats

The sheet sizing and orientation is more a suggestion that a role, changes to the paper format may vary to accommodate the information and column information required.

Progress Reports

Paper Size: Letter

Paper Format: Portrait

Title Format: Project Title; Report Type; Print Date; Data Date; Revision Block

Body Text: Narratives for each report to match other reports generated in the D.S.S.

Variance Report Columns: Activity ID, Activity Name, Planned Finish, Revised Finish, Variance, Activity % Complete,

Criticality Report Columns: Activity ID, Activity Name, Duration, Start, Finish, Activity % Complete, Total Float.

Exception Reports

Paper Size: Letter

Paper Format: Portrait

Title Format: Project Title; Report Type; Print Date; Data Date; Revision

Body Text: Narrative to match other reports generated in the D.S.S.

Paper Size: Letter

Paper Format: Landscape

Title Format: Project Title; Report Type; Print Date; Data Date; Revision

Columns: Activity ID, Activity Name, Duration, Remaining Duration, Start, Finish, Total Float.

Work Breakdown Structure (indent tree):

Paper Size: Letter

Paper Format: Portrait

Columns: WBS Code, WBS Name, Duration, Cost estimate, start and finish dates.

Footer Format: Project Title; Report Type; Print Date; Data Date; Revision Block

Activity Lists

Paper Size: Letter

Paper Format: Portrait

Columns: Activity ID, Activity Name, Start, Finish, Predecessor, Successor.

Footer Format: Project Title; Report Type; Print Date; Data Date; Revision Block

Sort with Early Start, then Early Finish, then Activity ID and with the WBS.

Milestone Lists

Paper Size: Letter
Paper Format: Portrait
Footer Format: Project Title; Report Type; Print Date; Data Date; Revision Block
Columns: Activity ID, Activity Name, Start, Finish.

Sort with Early Start, then Early Finish, then Activity ID and without the WBS.

Master Schedule (Bar Chart)

Paper Size: 11X17
Paper Format: Landscape
Footer Format: Project Title; Report Type; Print Date; Data Date; Revision Block
Columns: Activity ID, Activity Name, Duration, Activity % Complete, Start, Finish, Total Float.

Sort with Early Start, then Early Finish, then Activity ID and with the WBS.

Detailed Project Schedules (Bar Chart)

Paper Size: 11X17
Paper Format: Landscape
Footer Format: Project Title; Report Type; Print Date; Data Date; Revision Block
Columns: Activity ID, Activity Name, Duration, Activity % Complete, Start, Finish, Total Float.

Sort with Early Start, then Early Finish, then Activity ID and with the WBS.

APPENDIX 'A' - Checklist for the Submission of Construction Documents to PWGSC

Last updated April 22, 2008

Date:		
Project Title:	Project Location:	
Project Number:	Contract Number:	
Consultant's Name:	PWGSC Project Manager:	
Review Stage:		
66%	99%	100%

Item	Verified by:	Comments:	Action by:
Specifications:			
1 National Master Specifications			
1a The current edition of the NMS has been used.			
2 Specification Organization			
2a Either the NMS 1/3 - 2/3 page format or the Construction Specifications Canada full page format is used.			
2b Each Section starts on a new page and the Project Number, Section Title, Section Number and Page Number show on each page.			
2c Specification date and consultant's name are not indicated.			
3 Terminology			
3a The term Departmental Representative is used instead of Engineer, PWGSC, Owner, Consultant or Architect.			
3b Notations such as: "verify on site", "as instructed", "to match existing", "example", "equal to", "equivalent to" and "to be determined on site by" are not used.			
4 Dimensions			
4a Dimensions are provided in metric			

only.			
5 Standards			
5a The latest edition of all references quoted is used.			
6 Specifications Materials			
6a The method of specifying materials uses recognized standards. Actual brand names and model numbers are not specified.			
6b Identify if non-restrictive, non-trade name "prescription" or "performance" specifications are used.			
6c Indicate if a list of acceptable materials have been used.			
6d The term "Acceptable Manufacturers" is not used.			
6e Indicate if sole sourcing has been used.			
7 Unit Prices			
7a Unit prices are used only for work that is difficult to estimate.			
8 Cash Allowances			
8a Indicate if cash allowances have been used.			
9 Warranties			
9a Indicate if warranties extend more than a 12 or 24 months period.			
9b Manufacturers guarantees are not indicated.			
10 Scope of Work			
10 No paragraphs noted as "Scope of Work" are included.			
11 Summary and Section Includes			
11a In part 1 of section, paragraphs "Summary" and "Section Includes" are not used.			
12 Related Sections			
12a The list of related sections and appendices are coordinated.			
13 Index			
13a The index shows a complete list of plans and specification sections with the correct number of pages and correct drawing titles and section names.			
14 Regional Guide Specifications			

14a General Instructions is included (Section 01 00 10 in the NCA).			
15 Health and Safety			
15a Section 01 35 29.06 - Health and Safety Requirements is included.			
16 Designated Substances Report			
16 a Section 01 14 25 - Designated Substances Report is included.			
17 Subsurface Investigation Reports			
17a Subsurface Investigation Reports are included in Division 31.			
18 Experience and qualifications			
18a Experience and qualification requirements do not appear in the specification sections			
19 Pre-qualifications			
19a There are no mandatory contractor and/or subcontractor pre-qualification requirements or references to certificates, transcripts or license numbers of a trade or subcontractor being included in the bid.			
20 Contracting Issues			
20a Contracting issues do not appear in the specifications.			
20b Division 00 of the NMS is not used.			
21 Quality Issues			
21a There are no specification clauses with square brackets “[]” or lines “___” indicating that the document is incomplete or missing information.			

Item	Verified by:	Comments:	Action By:
Drawings:			
1 Title Blocks			
1a The PWGSC title block is used.			
2 Dimensions			
2a Dimensions are provided in metric only.			
3 Trade Names			
3a Trade names are not used.			
4 Specification Notes			
4a There is no specification type notes.			
5 Terminology			
5a The term Departmental Representative is used instead of Engineer, PWGSC, Owner, Consultant or Architect.			
5b Notations such as: "verify on site", "as instructed", "to match existing", "example", "equal to", "equivalent to" and "to be determined on site by" are not used.			
6 Information to be included			
6a The project quantity and configuration, dimensions and construction details are included.			
6b References to future work and elements not in contract do not appear or are kept to an absolute minimum and clearly marked.			

I confirm that the plans and specifications have been thoroughly reviewed and that the items listed above have been addressed or incorporated. I acknowledge and accept that by signing certifying that all items noted above have been addressed, should it be found during the tendering of these documents or implementation of the project, that the items above were not properly addressed, my firm will be responsible to resolve all related issues at my firm's expense and may receive an unsatisfactory consultant performance evaluation which could have an impact on my firm's ability to obtain work from PWGSC in the future.

Consultant's Representative: _____

Firm name: _____

Signature: _____ Date: _____

APPENDIX 'B' - Sample of Addendum

Last updated April 22, 2008

ADDENDUM No. _____

Project Number: _____

The following changes in the bid documents are effective immediately. This addendum will form part of the contract documents

DRAWINGS

SPEC NOTE: indicate drawing number and title, then list changes or indicate revision number and date, and re-issue drawing with addendum.

1 A1 Architectural

.1

SPECIFICATIONS

SPEC NOTE: indicate section number and title.

1 Section 01 00 10 - General Instructions

SPEC NOTE: list all changes (i.e. delete, add or change) by article or paragraph

.1 Delete article (xx) entirely.

.2 Refer to paragraph (xx.x) and change ...

2 Section 23 05 00 - Common Work Results - Mechanical

.1 Add new article (x) as follows:

APPENDIX 'C' - Sample of Index

Last updated April 22, 2008

Project No: _____

Index
Page 1 of _____

DRAWINGS AND SPECIFICATIONS

DRAWINGS:

SPEC NOTE: List all Drawings by number and title.

- C-1 Civil
- L-1 Landscaping
- A-1 Architectural
- S-1 Structural
- M-1 Mechanical
- E-1 Electrical

SPECIFICATIONS:

SPEC NOTE: List all Divisions, Sections (by number and title) and number of pages.

<u>DIVISION</u>	<u>SECTION</u>	<u>NO. OF PAGES</u>
DIVISION 01	01 00 10 - General Instructions.....XX
	01 14 25 - Designated Substances Report.....XX
	01 35 30 - Health and Safety.....XX
DIVISION 23	23 xx xx	
DIVISION 26	26 xx xx	

APPENDIX 'D'

USER MANUAL ON DIRECTORY STRUCTURE AND NAMING CONVENTION STANDARDS FOR CONSTRUCTION TENDER DOCUMENTS ON CD ROM

Issued by:

Real Property Contracting Directorate

PWGSC

May 2005

Last Updated: June 3, 2008

Version 1.0

PREFACE

The Government of Canada (GoC) has committed to move towards an electronic environment for the majority of the services it offers. This covers the advertisement and distribution of contract opportunities, including construction solicitations. As a result, it is necessary to obtain a copy of construction drawings and specifications (in PDF format **without** password protection) on one or multiple CD-ROM to facilitate for the GoC the transfer of the construction drawings and specifications electronically to the Government Electronic Tendering System (GETS).

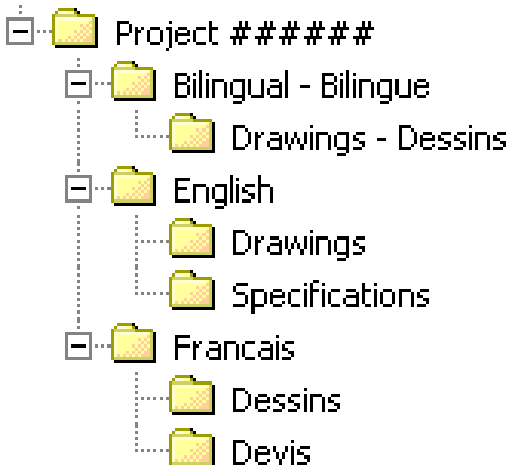
There is therefore a need to adopt a common directory structure and file-naming convention to ensure that the information made available to contractors electronically and in hard (printed) copy is in accordance with the sequence adopted in the real property industries, both for design and construction. This manual defines the standard to be followed by both consultants and print shops at time of formatting and organizing the information, whether drawings and specifications are created by scanning print documents or saved as PDF files from the native software (AutoCAD, NMS Edit, MS-Word, etc...) in which these were created.

It is important to note that the procedure described in this manual is not an indication that consultants are relieved from following the established standards for the production of drawings and specifications. The sole purpose of this manual is to provide a standard for the organization and naming of the electronic files that will be recorded on CD-ROM.

1. DIRECTORY STRUCTURE

1.1 1st, 2nd and 3rd Tier Sub-Folders

Each CD-ROM, whether it is for the original solicitation (tender call) or for an amendment (addendum), must have the applicable elements of the following high-level Directory Structure created:



The following important points are to be noted about the Directory Structure:

- The “*Project #####*” folder is considered the 1st Tier of the Directory Structure where ##### represents each digit of the Project Number. The Project Number must always be used to name the 1st Tier folder and it is always required. Free text can be added following the Project Number, to include such things as a brief description or the project title;
- The “*Bilingual - Bilingue*”, “*English*” and “*Français*” folders are considered the 2nd Tier of the Directory Structure. The folders of the 2nd Tier **cannot** be given any other names since GETS uses these names for validation purposes. At least one of the “*Bilingual - Bilingue*”, “*English*” and “*Français*” folders is always required, and these must always have one of the applicable sub-folders of the 3rd Tier;
- The “*Drawings - Dessins*”, “*Drawings*”, “*Specifications*”, “*Dessins*” and “*Devis*” folders are considered the 3rd Tier of the Directory Structure. The folders of the 3rd Tier **cannot** be given any other names since GETS also uses these names for validation purposes. There must be always at least one of the applicable 3rd Tier folder in each document.

IMPORTANT: The applicable elements of the Directory Structure (1st, 2nd and 3rd Tier folders) are always required and cannot be modified.

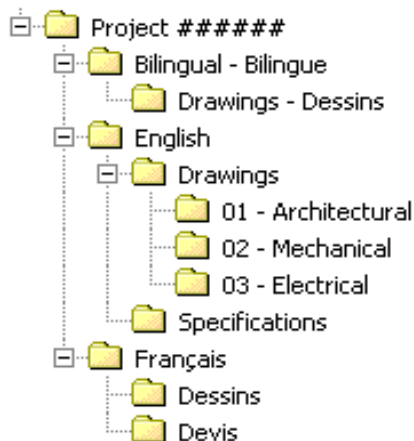
1.2 4th Tier Sub-Folders for Drawings

The “*Drawings – Dessins*”, “*Drawings*” and “*Dessins*” folders must have 4th Tier sub-folders created to reflect the various disciplines of the set of drawings.

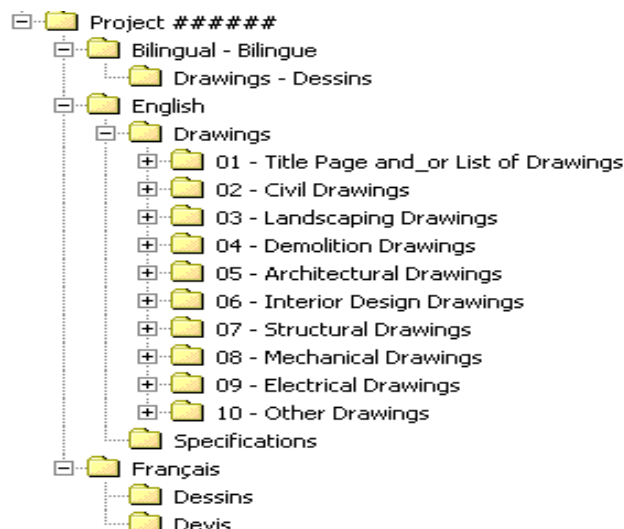
Because the order of appearance of the sub-folders on the screen will also determine the order of printing, it is necessary to start with a number the identification name of the sub-folders in the “*Drawings – Dessins*”, “*Drawings*” and “*Dessins*” folders.

Note: The first sub-folder must be always reserved for the Title Page and/or the List of Drawings unless the first drawing of the set is an actual numbered discipline drawing.

Examples of 4th Tier sub-folders for drawings:



or



1.2.1 Naming Convention

The 4th Tier sub-folders for drawings must adhere to the following standard naming convention.

For the “*Drawings*” and “*Dessins*” folders:

- Y

Where:

= A two digit number ranging from 01 to 99 (leading zeros must be included)

Y = The title of the folder

Example: 03 – Mechanical

For the “*Drawings - Dessins*” folder:

- Y - Z

Where:

= A two digit number ranging from 01 to 99 (leading zeros must be included)

Y = The English title of the folder

Z = The French title of the folder

Example: 04 - Electrical - Électricité

It should be noted that the numbering of the 4th Tier sub-folders is for sorting purposes only and is not tied to a specific discipline. For example, “*Architectural*” could be numbered 05 for a project where there is four other disciplines before “*Architectural*” in the set of drawings or 01 in another project where it’s the first discipline appearing in the set.

It is essential to ensure that the order of the drawings on the CD-ROM be exactly the same as in the hard copy set. GETS will sort each drawing for both screen display and printing as per the following rules:

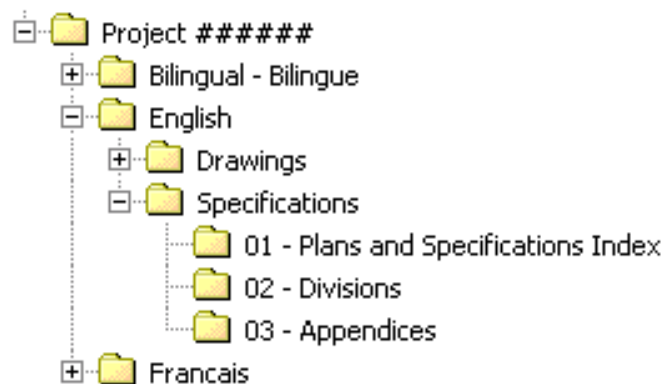
- The alphanumerical sorting is done on an ascending order;
- The alphanumerical order of the sub-folders determines the order of appearance on the screen as well as the order of printing (as an example: all the drawing PDF files in the 01 sub-folder will be printed in alphanumerical order before the drawings in the 02 sub-folder etc...);
- Each drawing PDF file within each sub-folder will also be sorted alphanumerically. This will determine the order of appearance on the screen as well as the order of printing (i.e. Drawing A001 will be printed before Drawing A002, Drawing M02 before Drawing M03, etc...).

1.3 4th Tier Sub-Folders for Specifications

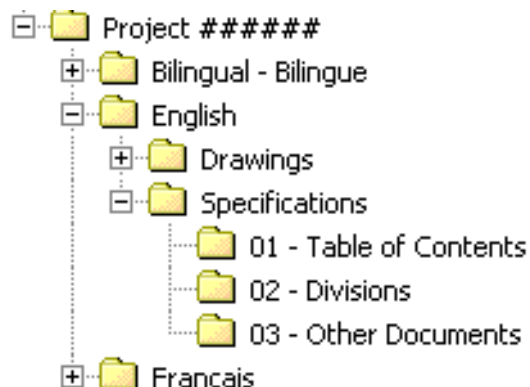
The “*Specifications*” and “*Devis*” folders must have 4th Tier sub-folders created to reflect the various elements of the specifications.

Because the order of appearance of the sub-folders on the screen will also determine the order of printing, it is necessary to start with a number the identification name of the sub-folders in the “*Specifications*” and “*Devis*” folders.

Examples of 4th Tier sub-folders for specifications:



or



1.3.1 Naming Convention

The 4th Tier sub-folders for specifications must adhere to the following standard naming convention.

For the “*Specifications*” and “*Devis*” folders:
- Y

Where:

- ## = A two digit number ranging from 01 to 99 (leading zeros must be included)
- Y = The title of the folder

Example: 02 – Divisions

It should be noted that the numbering of the 4th Tier sub-folders is for sorting purposes only and is not tied to an element of the specifications.

It is essential to ensure that the order of the elements of the specifications on the CD-ROM be exactly the same as in the hard copy. GETS will sort each element of the specifications for both screen display and printing as per the following rules:

- The alphanumerical sorting is done on an ascending order;
- The alphanumerical order of the sub-folders determines the order of appearance on the screen as well as the order of printing (as an example: all the specifications PDF files in the 01 sub-folder will be printed, in alphanumerical order before the PDF files in the 02 sub-folder, etc...);
- Each specifications PDF file within each sub-folder will also be sorted alphanumerically. This will determine the order of appearance on the screen as well as the order of printing (i.e. Division 01 will be printed before Division 02, 01 - Appendix A before 02 - Appendix B, etc...).

2. NAMING CONVENTION FOR PDF FILES

Each drawing, specifications division or other document that are part of the tender documents must be converted in PDF format (without password protection) in accordance with the following standard naming convention and each PDF file must be located in the appropriate sub-folder of the Directory Structure.

2.1 Drawings

Each drawing must be a **separate single page** PDF file. The naming convention of each drawing must be:

X### - Y

Where:

- X = The letter or letters from the drawing title block ("A" for Architectural or "ID" for Interior Design for example) associated with the discipline
- ### = The drawing number from the drawing title block (one to three digits)

Y = The drawing name from the drawing title block (for bilingual drawings, the name in both English and French is to appear)

Example: A001 - First Floor Details

Each drawing that will be located in the appropriate discipline 4th Tier sub-folders must be named with the same letter (“A” for Architectural Drawings for example) and be numbered. The drawing number used to name the PDF file must match as much as possible the drawing number of the actual drawing (the exception being when leading zeros are required).

The following important points about drawings are to be noted:

- The drawing PDF files within each sub-folder are sorted alphanumerically for both displaying and printing. If there are more than 9 drawings in a particular discipline the numbering must use at least two numerical digits (i.e. A01 instead of A1) in order to avoid displaying drawing A10 between A1 and A2. The same rule applies when there are more than 99 drawings per discipline i.e. three digits instead of two must be used for the numbering (for example M003 instead of M03);
- If drawing PDF files are included in the “*Bilingual - Bilingue*” folder, these cannot be included as well in the “*English*” and/or “*Français*” folders;
- If drawings not associated with a particular discipline are not numbered (Title Page or List of Drawings for example), these will be sorted alphabetically. While this does not represent a problem if there is only one drawing in the sub-folder, it could disrupt the order when there are two or more drawings. If the alphabetical order of the drawings name does not represent the order on the hard copy set, the drawings are to be named as per the following standard convention when converted in PDF format to ensure proper display and printing order.

- Y

Where:

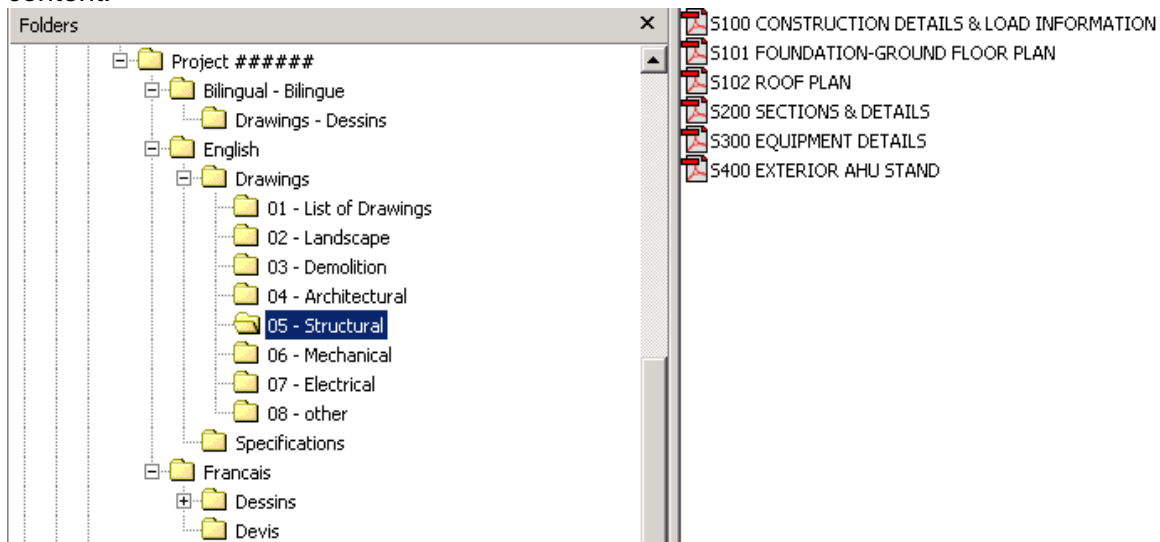
= A two digit number ranging from 01 to 99 (leading zeros must be included)

Y = The name of the drawing

Example: 01 - Title Page
 02 - List of Drawings

If numbers are not used in the PDF files name, “*List of Drawings*” will be displayed before “*Title Page*” because “L” comes before “T” in the alphabet.

Example of a 4th Tier Drawings sub-folder's content:



2.2. Specifications

Each Specifications Division must be a separate PDF file and all pages contained in each PDF file must have the same physical size (height, width). The Plans and Specifications Index must also be a separate PDF file. If there are other documents that are part of the Specifications (e.g. Appendix or other) these are to be separate PDF files as well.

2.2.1 Documents other than Specifications Divisions

Because PDF files within the Specifications sub-folders are sorted alphanumerically (in ascending order) for both on screen display and printing order, all files that appear in folders other than the "Divisions" sub-folder must be named using a number:

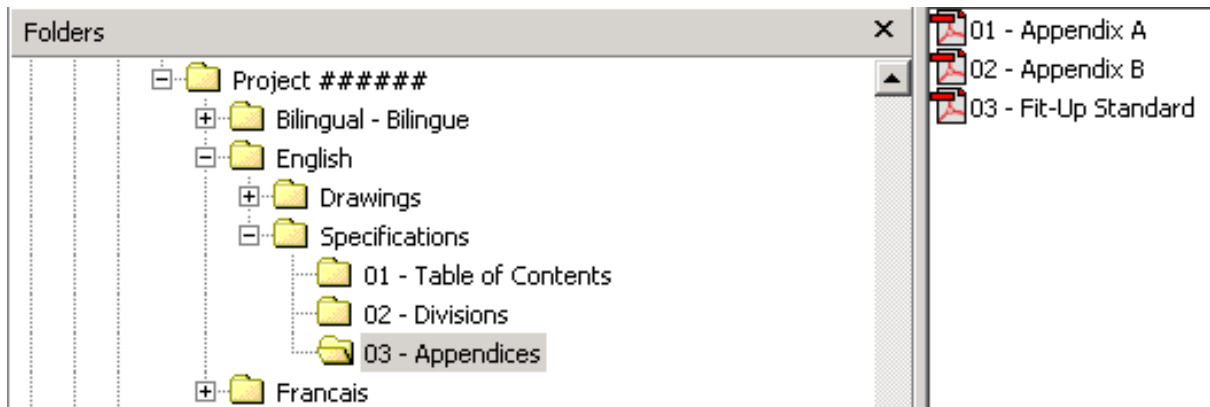
- Y

Where:

= Two digit number ranging from 01 to 99 with leading zeros required
Y = Name of the document

Example: 01 - Plans and Specifications Index

Example of a sub-folder content (sub-folder other than “*Divisions*”):



2.2.2 Specifications Divisions

The Specifications Divisions must be named as follows:

Division ## - Y

Where:

Division ## = The actual word “*Division*” followed by a space and a two digit number ranging from 01 to 99 (with leading zeros required)

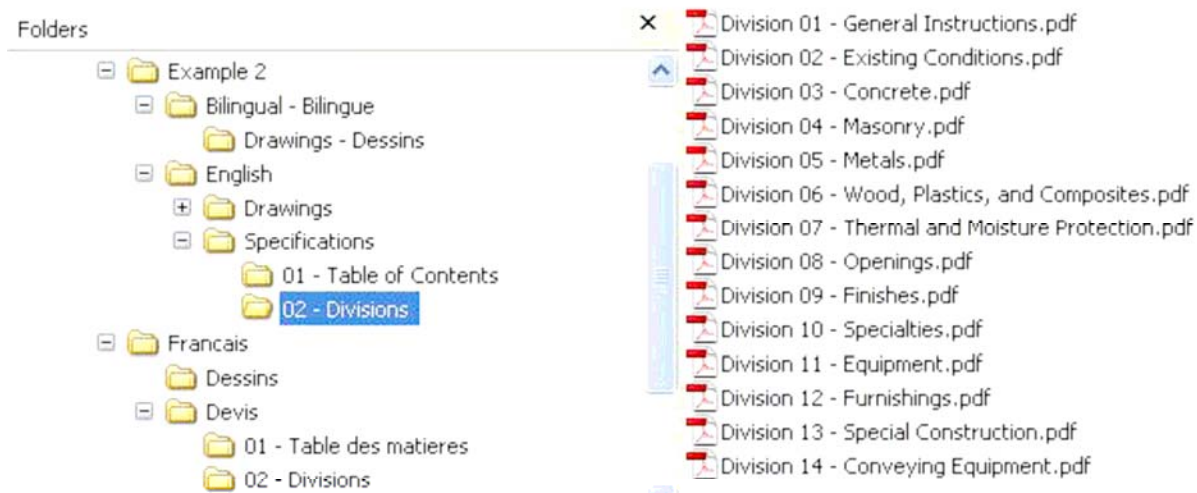
Y = Name of the Specifications Division as per **CSC/CSI MasterFormat™**

Example: Division 05 – Metals

The following important point about specifications is to be noted:

- The Numbering of the Divisions **cannot** be altered from **CSC/CSI MasterFormat™** even if some Divisions are not used in a given project. For example, Division 05 will always remain Division 05 even if Division 04 is not used for a given project.

Example of a “*Divisions*” sub-folder content:



3. CD-ROM LABEL

Each CD-ROM is to be labeled with the following information:

Project *Number* / *Numéro de projet*
 Project *Title* / *Titre du projet*
 Documents for Tender / Documents pour appel d'offres
 CD X of/de X

Example:

Project 123456 / Projet 123456
 Repair Alexandra Bridge / Réparation du pont Alexandra
 Documents for Tender / Documents pour appel d'offres
 CD 1 of/de 1

APPENDIX 'E'

BASIC REFERENCE GUIDE ON CONVERTING CONSTRUCTION DRAWINGS INTO PORTABLE DOCUMENT FORMAT (PDF)

Issued by:

Real Property Contracting Directorate

PWGSC

May 2005 Last Updated: May 3, 2005

Version 1.0

PREFACE

Portable Document Format (PDF) is the standard format for documents that are posted on the Government Electronic Tendering System (GETS). There is therefore a need to obtain from architectural and engineering consultants an electronic copy of drawings and specifications in PDF for tendering Government of Canada (GoC) construction projects.

In order to have the highest quality in term of resolution and printing, consultants should to the greatest extent possible have the PDF drawing and specification files derived from the native software in which they were created. Scanning is permissible but only in special circumstances, for example when there is no electronic version of a drawing being included in a construction tender package.

The purpose of this document is to provide basic information on the conversion of Computer Aided Design and Drafting (CADD) drawings in PDF. Creating a PDF file from a CADD drawing is a relatively simple process once all the necessary configurations and settings are in place. It actually should not take any longer than it would take to create a plot file or to send a drawing to a printer. The information in this guide is not intended to cover all technical aspects of the conversion, which can be done using various methods, but rather to highlight important points about the process and file settings. The conversion of specifications is not covered in this basic reference guide since it does not require any special configuration or setting.

The information provided in this basic reference guide is not an indication that consultants are relieved from following the established standards for the production of drawings and specifications. The sole purpose of this guide is to provide basic information on the PDF conversion process bearing in mind that additional detailed technical information is available from the various software manufacturers.

1. PRINTER DRIVERS

Adobe Acrobat provides two different printer drivers that are able to convert CADD drawing into PDF format, Acrobat PDF Writer and Acrobat Distiller. Before creating a PDF file from a CADD drawing, a choice must be made as to which one will be used.

Acrobat PDF Writer is a non-PostScript printer driver that works best with documents that don't contain complex graphics

Acrobat Distiller is a PostScript printer driver that works best with documents that contain PostScript fills, Encapsulated PostScript (EPS) graphics, or other complex elements.

It is recommended that Acrobat Distiller be used to create PDF file of architectural and engineering drawings due to their size and complex graphical nature.

2. PRINTER CONFIGURATION

Before converting a CADD drawing to PDF, an Acrobat printer configuration file for the PDF paper size needs to be created. This function can be done in the CADD software rather than using a custom paper size defined for the Acrobat distiller feature. The recommended method is to add a PostScript Adobe plotter in the CADD software and making the necessary setting in terms of media source and size, scale and orientation. The configuration can then be re-used to simplify the conversion process for future files that use the same page size.

As an alternative, although not recommended, a custom-defined size can be created in Acrobat Distiller in the *properties* menu.

3. CREATING PDF FILES

Once the printer configuration has been done in the CADD software, open up Acrobat Distiller and make the necessary settings in the *preferences* and *job options* sub-menu. Ensure that the page size match the sheet size selected in the CADD software to create the file. Particular settings can be saved under different names for future use.

With the Acrobat Distiller application open, ensure the required sheet size is displayed in the *job options* window. Then it is simply a matter of bringing the CADD file into the Acrobat Distiller creation box.

A progress bar will show during the conversion and the newly converted PDF file should open up and be displayed for verification.

4. PDF FILES SETTINGS

4.1 Security

Adobe Acrobat contains security features that can be used to secure the files by restricting any changes to the files. However, since the files will be posted on GETS and will be used for printing copies, the files **must not** be password protected and **must** allow printing.

4.2 Drawing Orientation

The final PDF drawing files must be displayed on the screen in the same direction that the users are intended to view them. This can be achieved by adjusting the setup of the plotter. If the drawing is not oriented properly after the conversion, it can be rotated manually within Adobe Acrobat.

4.3 Font Type

In order to avoid any problems during the conversion and to minimize the potential for font display errors, the fonts used for the production of construction drawings must be *PostScript or True Type fonts*.

4.4 Resolution

Since the PDF files will be used for printing, it is important that a proper resolution be selected. It is recommended to select 600 dots per inch (dpi).

4.5 Scale

When choosing the Plot scale in Adobe, it is important to choose the 1:1 scale to ensure the integrity of the scale from which the drawings were created in the CADD software.

5. SCANNING

Scanning is not recommended and should be done only when the drawing is not available electronically. When scanning a drawing, it is important that it be done in real size (scale 1:1) to ensure that the scale remains intact in subsequent printing. It is recommended that each scanned drawing be opened and verified to ensure that the resolution, scale and border are of an acceptable quality.

6. FINAL CHECKLIST

When the drawing file has gone through the PDF conversion, it is recommended to open it and verify the following:

- That the sheet size displayed is what was intended to be created (the size is viewable in the lower left corner of the drawing).
- That the orientation of the sheet is correct.
- That the line types, line weights and fonts match the CADD drawing.
- That the PDF file is in black and white.
- That each drawing is a single PDF file.
- That the PDF file is not password protected and printable.

If all the items are verified, the PDF file is useable

7. ADDITIONAL INFORMATION

For more information about the creation of PostScript and EPS files please refer to the User's Guide of the CADD software being used to produce the drawings. For more information about creating PDF file please refer to the Acrobat Distiller User's Guide and/or visit the Adobe Web site at www.adobe.com.