

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

Travaux publics et Services gouvernementaux
Canada
Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7^{ème} étage
Montréal
Québec
H5A 1L6
FAX pour soumissions: (514) 496-3822

**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

Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7^{ème} étage
Montréal
Québec
H5A 1L6

Title - Sujet Civil Eng., Cree & Inuit Set-Aside	
Solicitation No. - N° de l'invitation EF997-141698/A	Date 2013-12-11
Client Reference No. - N° de référence du client EF997-14-1698	GETS Ref. No. - N° de réf. de SEAG PW-\$MTC-350-12522
File No. - N° de dossier MTC-3-36339 (350)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-01-22	
Time Zone Fuseau horaire Heure Normale du l'Est HNE	
Delivery Required - Livraison exigée .	
Address Enquiries to: - Adresser toutes questions à: Arcand, Geneviève	Buyer Id - Id de l'acheteur mtc350
Telephone No. - N° de téléphone (514)496-3873 ()	FAX No. - N° de FAX (514)496-3822
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DES TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA 800 rue de la Gauchetière Ouest, 7300 Montréal Québec H5A 1L6 Canada	
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

EF997-141698/A

Amd. No. - N° de la modif.

File No. - N° du dossier

MTC-3-36339

Buyer ID - Id de l'acheteur

mtc350

CCC No./N° CCC - FMS No/ N° VME

EF997-14-1698

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SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

SI 1 CODE OF CONDUCT AND CERTIFICATIONS - RELATED DOCUMENTATION

Refer to section entitled Code of Conduct and Certifications - Proposal under the General Instructions to Proponents.

By submitting a proposal, the Proponent certifies that the Offeror and his affiliates are in compliance with the provisions as stated in the Code of Conduct and Certifications clause of the General Instructions to Proponents. The related documentation therein required will assist Canada in confirming that the certifications are true.

SI 2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

By submitting a proposal, the Proponent certifies that the Proponent, and any of the Proponent's members if the Proponent is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [HRSDC-Labour's website](#).

Canada will have the right to declare a proposal non-responsive, or to set-aside a Standing Offer, if the Proponent, or any member of the Proponent if the Proponent is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

SI 3 BID SOLICITATIONS DISTRIBUTION

Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using GETS. It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.

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GENERAL INSTRUCTIONS TO PROPONENTS

Code of Conduct and Certifications - Proposal

1. Proponents must comply with the Code of Conduct for Procurement (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>). 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 RFSOs, Standing Offers and resulting contracts, c) submit proposals 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 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. 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 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.
3. For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies and subsidiaries, whether partly or wholly-owned, as well as individuals and directors, 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. Proponents who are incorporated, including those submitting proposals as a joint venture, must provide with their proposal or promptly thereafter a complete list of names of all individuals who are currently directors of the Proponent. Proponents submitting proposals as sole proprietorship, including those submitting proposals as a joint venture, must provide with their proposal or promptly thereafter the name of the owner. Proponents submitting proposals as societies, firms, or partnerships do not need to provide lists of names. If the required names have not been received by the time the evaluation of proposals is completed, Canada will inform the Proponent of a time frame within which to provide the information. Failure to comply will render the proposal non-responsive. Providing the required names is a mandatory requirement for a Standing Offer to be issued.

Canada may, at any time, request that an Proponent provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the proposal being declared non-responsive.

5. The Proponent must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the validity period of the proposal as well as during the period of any Standing Offer arising from this RFSO and any call-ups made against the Standing Offer.

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- The Proponent must also, when so requested, provide Canada with the corresponding Consent Forms.
6. By submitting a proposal, the Proponent certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also 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 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.
 8. By submitting a proposal, the Proponent certifies that no one convicted under any of the provisions under a) or b) are to receive any benefit under a Standing Offer arising from this RFSO and any call-ups made against the Standing Offer. In addition, the Proponent certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Proponent nor any of the Proponent's affiliates has ever been convicted of an offence under any of the following provisions:
 - a. 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
 - 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*) of the *Criminal Code* of Canada, or
 - c. 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
 - d. 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
 - e. section 239 (*False or deceptive statements*) of the *Income Tax Act*, or
 - f. section 327 (*False or deceptive statements*) of the *Excise Tax Act*, or
 - g. section 3 (*Bribing a foreign public official*) of the *Corruption of Foreign Public Officials Act*, or
 - h. 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, or capacities have been restored by the Governor in Council, the Proponent must provide with its proposal or promptly thereafter a copy of confirming documentation from an official source. If such documentation has not been received by the time the evaluation of proposals is completed, Canada will inform the Proponent of a time frame within which to provide the information. Failure to comply will render the proposal non-responsive
 10. Proponents understand that Canada may contract outside of the present solicitation process with a supplier who has been convicted of an offense enumerated under c) to h) of the paragraph hereinabove, or who is affiliated with someone who has been convicted of an offense enumerated under c) to h) of the paragraph hereinabove, when required to do so by law or legal proceedings, or when Canada considers it necessary to the public interest for reasons which include, but are not limited to:

- o Only one person is capable of performing the contract;
- o Emergency;
- o National security;
- o Health and safety;
- o Economic harm.

Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

GI 1 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) calls upon firms or a joint venture of engineering consultants to provide professional services in delivering projects and providing professional and technical services for airport projects in Cree and Inuit territories. This combined Standing Offer will follow a single phase process of proposal submissions, from which two lists will be established. The consultants selected will provide services as specified in the "Required Services" section. The lists will be established in accordance with the following zones:

Zone 1: CREE Zone including, without restriction, Eastmain, Waskaganish, Wemindji, province of Quebec.

Zone 2: INUIT Zone including, without restriction, Kuujuaq area. Quebec.

2. Proponents shall be licensed or eligible to be licensed to practise in the province of Quebec. Firms should be able to demonstrate successful delivery of these services for a broad variety of projects over the last five (5) 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, two for Zone 1 and two for Zone 2. Each for a period of two (2) years from the date of issuing the Standing Offers with an option of one year extension. The total dollar value of all Standing Offers is estimated to be \$3,000,000.00 (Applicable Taxes included), divided as follows :
 - \$1,500,000 \$ for Zone 1 and
 - \$1,500,000 \$ for Zone 2.

Individual call-ups will vary, up to a maximum of \$350,000.00 (Applicable Taxes 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. **Set-aside under the Federal Government's Procurement Strategy for Aboriginal Business (PSAB)**

This procurement initiative is reserved for beneficiaries of the following Comprehensive Land Claims Agreement (CLCA) titled the James Bay and Northern Quebec Agreement (JBNQA) as defined in chapter 28, clauses 28.10.3 and chapter 29, clause 29.0.31 of this Agreement.

This request for standing offer is excluded from international trade agreements under the provisions each agreement has set for small and minority businesses.

Further to Article 1802 of the Agreement on Internal Trade (AIT), the AIT does not apply to this procurement process.

Therefore:

- Zone 1 is reserved those individuals defined as "Cree", as defined in chapter 3 of the JBNQA (paragraphs 3.1.1, 3.2.1, 3.2.2 and 3.2.3). In respect to aboriginal Cree businesses, they must be located south of the 55th parallel or, for the Cree communities concerned, south of the 55.5th parallel, as described in chapter 5 of the JBNQA. Proponents must sign and complete the document entitled "Attestation for Program of Reserved Contracts for Aboriginal people" (see appendix A of present document), understood here as "Cree aboriginal businesses".
- Zone 2 is reserved for individuals defined as "Inuit", as defined in chapter 3 of the JBNQA (paragraphs 3.1.2, 3.2.4, 3.2.5 and 3.2.6). In respect to aboriginal Inuit business, they must be located to the north of the 55th parallel, as described in chapter 6 of the JBNQA. Proponents must sign and complete the document entitled "Attestation for Program of Reserved Contracts for Aboriginal people" (see appendix A of the present document), understood here as aboriginal Inuit businesses.

The request conforms to Contracting policy 2008-4 of the Treasury Board which states that it is required, in the case of projects in the specified areas, to make use of specific RFOSOs with an integral respect to Canada's obligations, namely conducting acquisitions in a way that creates opportunities for the aboriginal groups represented within the framework of the JBNQA.

However, if it occurred that the offer submitted by a targeted group did not adequately respond to the requirements of the request or was deemed to be above the estimated cost of the project according to a judicious evaluation of the budget, a generalized call for tenders might be required.

In other words, zones 1 and 2 are reserved exclusively for the targeted groups on condition that we receive at least one offer per zone, each zone being defined as mentioned here before. If this is not the case, it will be necessary to initiate a new Call for Tenders which will be open to all businesses for either one or both of the zones, depending on the case.

The "Certification Requirements for the Set-Aside Program for Aboriginal Business" is contained in Appendix "C" entitled "Requirements for the Set-Aside Program for Aboriginal Business", and this certification shall be submitted with the proposal. It is a precondition for the submission to be declared valid that this certification be accurately completed. Failure to complete and submit the Certification with the proposal shall render the proposal non-compliant.

By executing the certification, the Bidder represents and warrants that it is an Aboriginal business as defined in the Set-Aside Program for Aboriginal Business.

The Bidder acknowledges that the PWGSC relies upon such representation and warranty to evaluate bids and shall rely upon such representation and warranty to enter into any contract resulting from this request for standing offer. Such representation and warranty of the certification may be verified in such manner as PWGSC may reasonably require.

Should a verification by PWGSC disclose a breach of such representation and warranty, PWGSC shall have the right to disqualify the bid or to treat any contract resulting from this bid as being in default and render it subject to the remedial measures set out in the certification and General Conditions.

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:

Geneviève Arcand, ing.
Supply Specialist
Public Works and Government Services Canada
Supply and Compensation Directorate
800 rue de la Gauchetière West, room 7300
Place Bonaventure, South-East Portal
Montreal (Québec) H5A 1L6

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 G118.
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

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- 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 excluding Applicable Taxes.

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. The Proponent warrants that it has written permission from such sub-consultant or specialist consultant to propose their services in relation to the services to be performed.

4. Notwithstanding paragraph 3. above, in order to avoid any conflict of interest, or any perception of conflict of interest, a Proponent shall not include in its submission another Proponent as a member of its consultant team, as a sub-consultant or specialist consultant.
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 NOT APPLICABLE

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

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.

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- (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).
8. In the event that a proposal is found to be non-compliant on the basis that the Proponent is considered NOT to be financially capable of performing the subject requirement, official notification shall be provided to the Proponent.

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.

GI 28 STATUS AND AVAILABILITY OF RESOURCES

The Proponent certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its proposal will be available to perform the Services resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Proponent is

unable to provide the services of an individual named in its proposal, the Proponent may propose a substitute with similar qualifications and experience. The Proponent must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Proponent: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

1. The period for placing call-ups against the Standing Offer shall be for two (2) years commencing from the date of the Standing Offer with the option to extend the period of the Standing Offer by one (1) year.
2. **Option to extend Standing Offer**
The Consultant grants to Canada the irrevocable option to extend the period of the Standing Offer by one (1) year under the same terms and conditions. Canada may exercise the option at any time by sending a written notice to the Consultant at least 30 calendar days before the Standing offer expiry date, or any extension of the Standing Offer.

The Consultant agrees that, during the extended period of the Standing Offer, the rates will be in accordance with the provisions of the Standing Offer.

The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a formal contract amendment.

3. Adjustment of Standing Offer rates

Payments made to the Consultant in accordance with the General Conditions of the Standing Offer for services performed during the first and second extension years shall be increased or decreased by multiplying the rates as shown in the Standing Offer or the rates as amended pursuant to the terms and conditions of the Standing Offer, by the percentage change in the Consumer Price Index as published by Statistics Canada for the region of Canada in which the work is being performed calculated for the 12 month period immediately proceeding the award date of the said extension year.

SP 4 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$350,000.00 (Applicable Taxes 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, firms will be approached and considered using a computerized Distribution System. This system will track all call-ups assigned to each firm and will maintain a running total of the Value of Business Distributed. The system will contain for each firm an Ideal Business Distribution percentage which has been established as follows:

Zone 1 (Cree):

60% of the work given to the consultant (the proponent) ranked first;
40% for the consultant (the proponent) ranked second.

Zone 2 (Inuit):

60% of the work given to the consultant (the proponent) ranked first;
40% for the consultant (the proponent) ranked second.

If only one proponent qualifies in a given zone, the entirety of subsequent requests will be awarded to it.

The firm who is furthest under the ideal amount of business that they should have received in relation to the other firms will be selected for the next call-up.

- b) The Consultant 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.
- c) For the preparation of bilingual documents, the Consultant would 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 based on the hourly rates contained in the Standing Offer.

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- 2 The Consultant will be authorized by the project manager 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 + Applicable Taxes = Total
Total previous invoices	(2)	Fees + Applicable Taxes = Total
Total invoiced to date	(1+2) =(3)	Fees + Applicable Taxes = Total
Agreed fees	(4)	Fees + Applicable Taxes = Total
Amount to complete	(4-3) =(5)	Fees + Applicable Taxes = 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	Not Applicable
GC 26	International Sanctions
GC 27	Code of Conduct and Certifications - Standing Offer and Contract

GC 1 Definitions

Applicable Taxes means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by *Canada* such as, the Quebec Sales Tax (QST) as of April 1, 2013;

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*;

Contract Price means the amount stated in the Call-Up to be payable to the *Consultant* for the *Services*, exclusive of *Applicable Taxes*;

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.

Total Estimated Cost, Revised Estimated Cost, Increase (Decrease) on Page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the *Contract Price*, or the revised *Contract Price*, or the amount that would increase or decrease the *Contract Price* and the *Applicable Taxes* as evaluated by the *Contracting Authority*, and does not constitute tax advice on the part of *Canada*.

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

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- (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*.

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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;

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- (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 another 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.

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- (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

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- 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. Federal government departments and agencies are required to pay *Applicable Taxes*.
2. *Applicable Taxes* will be paid by Canada as provided in the invoice submission. *Applicable Taxes* must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which these *Applicable Taxes* do not apply must be identified as such on all invoices. It is the sole responsibility of the Consultant to charge *Applicable Taxes* at the correct rate in accordance with applicable legislation. The Consultant agrees to remit to appropriate tax authorities any amounts of *Applicable Taxes* paid or due.

3. The Consultant is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Consultant must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the *Contract Price*, the *Contract Price* will be adjusted to reflect any increase, or decrease, of *Applicable Taxes*, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the *Contract Price* if public notice of the change was given before bid submission date in sufficient detail to have permitted the Consultant to calculate the effect of the change.
5. Tax Withholding of 15 Percent - Canada Revenue Agency

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 not a resident of Canada, unless the Consultant obtains a valid waiver from the Canada Revenue Agency. 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 Not Applicable

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 (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) 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 setting aside the Standing Offer and terminating for default any resulting contracts. If the Consultant made a false declaration in its proposal, makes a false declaration under the contract, fails to diligently maintain up to date the information herein requested, or if the Consultant or any of the Consultant's 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 the setting aside of the Standing Offer and the termination for default of any resulting contracts. 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 and agrees to immediately return any advance payments.
3. For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies and subsidiaries, whether partly or wholly-owned, as well as individuals and directors, 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. The Consultant must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the period of the Standing Offer and the period of any resulting contracts. The Consultant must also, when so requested, provide Canada with the corresponding Consent Forms.
5. The Consultant certifies that it is aware, and that its 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 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 no one convicted under any of the provisions under a) or b) are to receive any benefit under a contract arising from this Standing Offer. In addition, the Consultant certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Consultant nor any of the Consultant's affiliates has ever been convicted of an offence under any of the following provisions:
 - a. 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
 - 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*) of the *Criminal Code* of Canada, or
 - c. 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
 - d. 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
 - e. section 239 (*False or deceptive statements*) of the *Income Tax Act*, or
 - f. section 327 (*False or deceptive statements*) of the *Excise Tax Act*, or
 - g. section 3 (*Bribing a foreign public official*) of the *Corruption of Foreign Public Officials Act*, or
 - h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the *Controlled Drugs and Substance Act*.

0000DA SUPPLEMENTARY CONDITIONS

SC 1 PSAB and/or CLCA

This procurement has been set aside under the federal government's Procurement Strategy for Aboriginal Business (PSAB), as detailed in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-aside Program for Aboriginal Business".

NOTE - In the context of this Standing Offer, "Aboriginal" is understood as following:

Zone 1 : Cree
Zone 2 : Inuit

Bidders must complete the certification in Appendix C

SC 2 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.

SC3 Canadian Content Certification

1. The *Consultant* warrants that the certification of Canadian Content submitted by the *Consultant* is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause A3050T.
2. The *Consultant* must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The *Consultant* must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The *Consultant* must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

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;
 - (e) presentation material;
 - (f) parking fees;
 - (g) taxi charges;
 - (h) travel time;
 - (i) travel expenses; and
 - (j) 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;

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- (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.

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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.

PROJECT BRIEF

ENGINEERING AND CONSULTING SERVICES RELATING TO PROJECTS IN A RURAL AIRPORT IN CREE AND INUIT TERRITORIES OF THE QUEBEC REGION

1.0 Objectives

2.0 Background

3.0 General Description of Services

4.0 Management Services

5.0 Services Required

5.1 Review pre-project (SR 1)

5.2 Conceptual Studies (RS 2)

5.3 Development of design (RS 3)

5.4 Construction Documents (RS 4)

5.5 Tenders, evaluating proposals and awarding contracts (RS 5)

5.6 Administration of construction and contracts and guarantees review (RS 6)

5.7 Continuous services in inspection on site (AS 1)

1.0 OBJECTIVES

The Consulting firms of engineers selected will be required to provide professional services to support the PWGSC Real Property Branch, Quebec Region, in delivering projects and providing professional and technical services for airport projects in Cree and Inuit territories on behalf of Transport Canada. Each Call-up will support a project manager of PWGSC and may include one or more of the services listed and described in this document and generally related to the field of civil engineering.

Depending on the geographical location of work and as needed, consulting firms who have been selected for one or the other Standing Offers will, in accordance with the call-up procedure, be asked to submit a proposal for an eventual call-up.

2.0 BACKGROUND

In northern Quebec, Transport Canada owns and operates through a contract of exploitation, the Cree airports of Eastmain, Waskaganish and Wemindji and the Inuit Airport of Kuujuaq. As part of its mandate, Transport Canada must work to maintain safe and effective installations. In this context, several important projects must be annually implemented. These concern mainly the field of airport engineering (civil and electrical).

3.0 GENERAL DESCRIPTION OF SERVICES

Please note that in general the services provided to PWGSC should be comprehensive and include all the important issues that will impact significantly on the project. These services will promote an environment free of surprises to ensure the successful implementation of the project. Please also note that the Canadian federal government adopted a series of measures to ensure that the principles of sustainable development are integrated into the policy of federal agencies. PWGSC Real Property Branch has developed a strategy to integrate principles of sustainable development into its policies and operations. It is expected that the consulting engineer integrates the principles of sustainable design solutions that will provide for each project.

The timing of delivery will be established at the date of each call.

For all services, the consulting engineer shall:

- participate in meetings on the progress of the project which will take place at regular intervals during the duration of this project, as prescribed in the Call, preside over meetings, and prepare and distribute minutes within the time prescribed;
- submit reports on project progress to the Departmental Representative, according to prescribed time intervals during the call-up;
- when a customer requests a change that could alter the scope of work or increase the project cost and (or) services, seeking approval of the Departmental Representative before integrating it into the design;

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- unless otherwise specified in the call-up or standing offer, submit three (3) copies of all documents to submit, in addition to an electronic copy in each of the following electronic formats:
 - a copy of the original file by the software in which the documents were created, such as Microsoft Word, Excel, AutoCAD, etc;
 - a copy in "Portable Document Format (PDF).

4.0 MANAGEMENT SERVICES

4.1 Project Manager

The project manager PWGSC assigned to a specific project:

- is the representative of the Ministry for the project;
- assumes overall responsibility for project progress, including management, administration and coordination of activities defined in this document;
- acts as liaison between the consulting engineer, PWGSC and client departments.

4.2 Consulting Engineer

The consulting engineer shall:

- understand, interpret and translate into technical terms, the needs of the client department and to report in the documents to be delivered under the project;
- establish and maintain for the duration of each project, a team that will be able to effectively provide the services described in this document;
- complete the project within budget and that it is committed under the plan approved by the Project Manager;
- Following the issuance of an order addressed to him, the consulting engineer must conscientiously and professionally produce all the work described in this order;
- reflect normal operations or operational needs of facilities, to minimize the impact of projects.
- coordinate the development and execution of a project taking into account other work planned or under construction may interact with the project.

4.3 Coordination with PWGSC

The consulting engineer shall:

- provide its services in accordance with the approved documentation and guidance provided by the project manager;
- correspond only with the transmission project on time and on terms dictated by him. The consulting engineer must not contact the client department, except as authorized in writing by the Project Manager;
- recall, in all communications, the title and project number and file number of PWGSC;

- inform the project manager of any changes that may affect the schedule or budget or not in accordance with the instructions or approvals already issued in writing. The consulting engineer will specify the extent of changes and the reasons that explain, in addition to obtaining written approval before bringing them.

4.4 Delays for intervention

4.4.1 Initial Project Meeting

The consulting engineer must be available for meeting the initial project meeting, the project manager within three (3) business days after the date the consulting engineer has been notified that his firm has been chosen for the Next Call. The purpose of the meeting will review the mandate of the project, clarify the specific requirements and confirm acceptance of the call by the consulting engineer.

The consulting engineer will not attend the initial meeting of project if decided to refuse to respond to the call-up before any meeting takes place. The consulting engineer may also refuse to respond to the call-up when the initial project meeting. In both cases, the consulting engineer shall confirm in writing its intentions to project manager.

4.4.2 Project Proposal

The consulting engineer who has agreed to undertake the work of the call must submit a project proposal, the project manager within five (5) business days after the date of the initial project meeting.

Among other things, the proposed project must meet all applicable requirements of the standing offer and clearly identify the scope of work, deliverables and deadlines, in addition to meeting all other requirements contained in the call-up.

The consulting engineer must be able to demonstrate that they have sufficient resources within the team proposed to pay on time the services described in the Call.

4.4.3 Access during the course of the project

In the context of all projects subject to call-up, the main engineering consultant and sub-consultants, if any, should be available to attend meetings or respond to inquiries in a within 48 hours following the request of project manager, in the locality where the work place, from the date of grant of the Call of the consulting engineer to final inspection and transfer of structure.

4.5 Official Language

As part of this Offer, the consultant must be able to provide services in both official languages.

4.5.1 Construction Documents bilingual

Unless otherwise stated by the project manager, the consulting engineer shall:

- provide construction documents in both official languages of Canada;
- affix his professional seal on the text of both versions of construction documents.

The total amount paid for the production of construction documents bilingual should not exceed the amount specified in the call-up service, except with the prior approval of the Departmental Representative.

4.6 Design principle

4.6.1 General

The Department expects that the consulting engineer to maintain a high standard of quality based on accepted principles of modern design. All aspects of a project and all disciplines involved in the project must be fully coordinated and must consistently meet the design principles proven.

Projects must be made in order to meet environmental standards, federal, provincial and municipal.

Quality materials and construction methods must be appropriate to the type of work and budget identified. We must avoid using experimental materials and take account of the life cycle of plants.

We must hold down the costs of maintenance and operation. We must consider these costs in studies of pre-projects and each time a choice is present both in the selection of materials that the choice of working methods.

The consulting engineer shall prepare an estimate based on the latest version of the National Master Specification (NMS).

4.6.2 Specific principles

The proposed development must meet the standards, guides and guidelines and generally accepted in the industry. We must comply with codes, regulations, laws and decisions of competent authorities ". In case of overlapping regulations, the more stringent shall prevail. The consulting engineer must specify the statutory and other agencies that have jurisdiction over the project.

All design criteria shall conform to the latest editions of standards.

4.6.3 Sustainable Development

The Federal Sustainable Development Strategy (FSDS) provides Canadians with a whole-of-government view of environmental priorities at the federal level, with goals, targets, and implementation strategies across 30 departments and agencies. The FSDS includes four priority themes:

- Addressing Climate Change and Air Quality;
- Maintaining Water Quality and Availability;
- Protecting Nature and Canadians; and
- Shrinking the Environmental Footprint – Beginning with Government.

Departments, including Publics Works and Government Services Canada (PWGSC) and Transport Canada (TC), still must develop their own Departmental Sustainable Development

Strategy every three years. These new Sustainable Development Strategies place an important focus on departments' efforts to support the Federal Sustainable Development Strategy and on how departments are managing sustainable development.

The FSDS, as well as links to the Departmental Sustainable Development Strategy can be found on the Environment Canada website (<http://www.ec.gc.ca/dd-sd/>).

4.6.4 Waste Management

Real Properties (RP) are related to the management protocol of non-hazardous solid waste resulting from construction, renovation and demolition. This protocol covers the information needed to manage such waste. The protocol meets the requirements of federal and provincial, and is consistent with the commitments and immediate objectives of the sustainable development strategy real estate (RP) in the management of non-hazardous solid waste generated by construction projects, of renovation and demolition.

For Real Properties (RP), a program for managing solid waste must be absolutely established. This requirement is regulated in Ontario and are in the form of policy elsewhere in Canada.

4.6.5 Risk Management

The consulting engineer will assist the project manager in identifying risks throughout the lifecycle of the project. Please consult the document entitled "Doing Business" for information regarding the definitions and checklist for risk management.

The process of risk management includes, inter alia, the following:

- identify risks from the experience and drawing on the list of proposed audit or other lists available;
- qualify and quantify the probability of risk (low, medium or high) and impact (low, medium or high);
- assign priorities to the risks (by focusing on risk and highly probable that the impact is medium or high);
- develop intervention measures to prevent risks (that is to say, evaluate different alternatives for reducing risks. This is the real value of risk management);
- implement measures to reduce risks.

A strategy of risk management is essential to the project management of PWGSC. This strategy integrates project planning and procurement planning. All interest groups a draft will be taken into account in the strategy of risk management. These groups will form an integrated product team.

4.6.6 Health and Safety

Public Works and Government Services Canada (PWGSC) recognizes its obligation to protect health and ensure safety of all persons working on construction projects of the state. It also recognizes that federal employees and private sector employees are entitled to receive full protection under the regulations on hygiene and safety.

To satisfy this requirement and improve the health protection and safety of all persons in federal construction projects, PWGSC agrees to comply with laws and regulations of the provinces and territories on health and safety, in addition to the Canada Occupational Safety and Health at Work.

4.7 Issues

4.7.1 Major elements of cost

The estimate and the effective cost control are critical activities and must be performed by qualified appraisers. Cost estimates should be presented as an analysis of costs by component. The standard of acceptance for this presentation format is the current edition of the model of cost analysis component of the Canadian Institute of Quantity Surveyors.

We must attach a summary estimates and supporting documentation indicating the complete elements of work, quantities, unit prices and amounts.

4.7.2 Major elements of time

Although the quality and on budget remain important components, the performance of work within the established time represents a very important project. At each step of the progress of a project, the consulting engineer must make every reasonable effort and to get to meet deadlines set by the project schedule.

4.8 Disciplines / specialties covered by the Standing Offer

The team from the consulting engineer must be able to provide services in all disciplines of engineering, airport and other areas of civil engineering:

- Airport Engineering
 - Runway, taxiway and apron
 - Visual aids to air navigation
 - Zoning air
- Road Construction
 - Roads
 - Signaling and marking floor
 - Development of roadside
 - Parking
- Municipal Engineering
 - Water and Sewer
 - Storm drainage
 - Wastewater treatment
 - Drinking water treatment

From time to time, the consulting engineer may have to hire consultants or specialists in specific areas of expertise in order to obtain all technical information useful or necessary for the development of the design or making any decision. The costs associated with using the services of a specialist in a discipline other than those covered by this Offer, will be treated as expenses and are reimbursed according to the conditions specified in the Payment.

If necessary the consulting engineer will enlist the services of a firm that specializes in one of the following areas:

- Other specialties
 - Laboratory services, geotechnical, on site materials laboratory
 - Surveying services, geotechnical surveys, quantity controls on site
 - Auditor approved equipment for petroleum products

5.0 SERVICES REQUIRED (SR)

5.1 REVIEW PRE-PROJECT (SR1)

The objectives of this stage include;

- Develop feasibility studies and to analyze options;
- Develop the strategy and the preliminary schedule of implementation;
- Collect, carry data and produce reports on the status of works;
- Develop strategies for sustainable development and the related report;
- Prepare the cost report (magnitude).

5.1.1 Feasibility and options analysis

5.1.1.1 Objective

The objectives are to:

- study and analyze building materials and building components, capabilities, site conditions including soil conditions (soil studies will be undertaken at a later stage), regulations, etc.;
- analyze the economic, regulatory, environmental and sustainable issues and techniques; give an overview of research and subsequent analysis may be required to determine the feasibility of a project;
- develop options with cost estimates and
- Formulate recommendations.

5.1.1.2 Scope and activities

Unless otherwise specified in the Call-the scope and activities of the feasibility study and analysis of options will be to;

- Visit the site and review and analyze the factors that may affect the feasibility of the project;

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- Review needs with regard to facilities or structures involved, particularly in terms of existing and new technologies.
 - Analyze requirements and project schedule;
 - Review all existing and available materials relating to the types of structures in place or planned.
 - Review and analyze all the codes, and other laws and standards,
 - Evaluate existing facilities towards the implementation of codes and standards;
 - Identify all relevant authorities in the project and ensure all their requirements;
 - Prepare for this project, a policy designed to minimize environmental impacts, in accordance with the objectives and economic constraints of the project and implementing the Canadian Environmental Assessment Act (CEAA);
 - Prepare recommendations on the feasibility of the project.
 - The development of at least two options, with cost estimates of type D ("Magnitude") who agree to work and problem solve.
 - For each option, identify the advantages and disadvantages by focusing on the manner and extent to which each option can solve every problem and why it should recommend a particular option.
 - Analyze each option as part of an evaluation of the life cycle and analysis of the overall cost

5.1.1.3 Deliverables

Comprehensive summary of existing conditions and analysis of the feasibility and options, including:

- a report on elements of existing structures, including their status, their shortcomings and their life expectancy;
- a report on all codes, regulations, standards and government authorities;
- a report on the environmental impacts and the feasibility and, where applicable, the environmental assessment screening, in addition to the study report of the CEAA;
- a report on recommendations and options analysis, including analysis of overall costs; description of problems, conflicts or other information received and definition of options to be confirmed by the project manager;
- a report on the costs of type D (magnitude) for each option.

5.1.2 Strategy and timetable for implementation

5.1.2.1 Objective

The objective is to define a strategy for implementation to achieve the project goals.

5.1.2.2 Scope and activities

The consulting engineer shall, inter alia:

-
- prepare a strategy implementation describing detailed in a report, all activities, milestones and deliverables to implement the project effectively, including deadlines for submissions, reviews and approvals;
 - prepare a project schedule in graphical form, such as the critical path method (MCC) representing all the activities, milestones, critical deadlines, items with a long delivery time and the time required to produce effective documents relating to the project, including deadlines for submissions, reviews and approvals;
 - strategy and the preliminary schedule of implementation described below must include the following:
 - the timing of phases;
 - coordination with other work or with the normal operations of the site;
 - the construction strategy;
 - inform the project manager of all changes in the scope of work that might affect timing or inconsistent with instructions or written approvals already issued. The consulting engineer will specify the scope and reasons for change and obtain written approval before bringing them.
 - submit the strategy and timetable for implementation for consideration. Revise where necessary. Resubmit for final approval. The schedule, originally approved, will be "basic" to monitor project progress;
 - throughout the duration of the project, monitor the critical path and deadlines for submissions, revisions and approvals. Submit weekly progress reports outlining the documents produced, delays and upcoming events.

5.1.2.3 Deliverables

Prepare and submit the deliverables as directed below:

- Strategy implementation;
- Timeline (calendar) service plan and preliminary implementation.

5.1.3 Report on progress of works or existing facilities

5.1.3.1 Objective

The objective is to assess the condition of structures or facilities to determine the management strategy is most relevant to the conservation, maintenance and (or) rehabilitation (or) the replacement of equipment to meet current and future customers.

5.1.3.2 Scope and activities

Phase Research

This phase focuses on reviewing the literature prior to the inspection of works to confirm the range of information available and to identify missing elements or areas of concern which we must devote special attention during the next phase, being that statements of existing conditions .

The consulting engineer performing different activities, including:
document review and evaluation reports on existing state structures;

- review of codes and standards current localities, provinces and across the country and analysis of compliance with codes;
- review of original drawings and the finished work;
- interviews with maintenance personnel and operations to inquire about specific issues that deserve consideration;

Some information may be provided with the presentation of the draft prepared by the Project Manager. For other cases, we must do research to gather relevant documentation to the definition and development of the project. The main data sources to consider are the following;

- maps;
- plans and digital files;
- aerial-photography;
- and data traffic, traffic mix and load;
- climatology and hydrology;
- a historical construction inventory of structures and pavement.

Phase statements of existing conditions

The team from the consulting engineer will conduct a detailed review of current literature:

5.1.3.3 Deliverables

Prepare and submit the deliverables as directed below:

- Submit a report that will include a complete analysis of data pertaining to the state, the rest of the life, compliance with codes, description of conditions and their impact on the functionality works.
- Attach the document expert reports, statements or other test results that support the recommendations.
- Accompanying the report with a photographic record.

5.1.4 Sustainable Development Strategies

5.1.4.1 Objective

The objective is to study and discuss a wide range of sustainable development strategies, including:

- recycling and reuse of materials, systems and equipment;
- purchase of "green" materials;
- the life cycle analysis of costs and benefits.

5.1.4.2 Scope and activities

The consulting engineer shall, among other:

- explore and discuss strategies for sustainable development in the context of the project and make recommendations thereon;
- prepare a detailed inventory of materials, systems and capital goods and non-contaminated for reuse or recycling. It must identify target markets for recycled materials and make recommendations thereon.
- investigate and identify materials of “green” construction potential for the project and potential suppliers. Revise where necessary.
- execute, drawing on all the recommendations, an analysis of costs and benefits and a cost study of the life cycle of the strategy of sustainable development project.

5.1.4.3 Deliverables

Prepare and submit the deliverables as directed below:

- Submit the sustainable development strategy for consideration in a report.

5.1.5 Reports on costs "type D" (magnitude)

5.1.5.1 Objective

The aim is to give an idea of the total project cost, based on functional requirements of the user, to the extent known at this time. This study builds on previous financial data, relating to similar work, adjusted as required to consider factors such as the impact of inflation, location, risk, quality, scope and deadlines. It should be considered, wherever possible, all factors associated changing costs.

This estimate is purely to give an idea (magnitude) of the total cost and date of project completion. This estimate will provide the rough estimate required by Treasury Board for preliminary approval of the project.

5.1.5.2 Scope and activities

Cost planning

Tasks include, among other:

- prepare financial plans from project briefs, preliminary concepts or other temporary information;
- prepare cost analysis;
- prepare an analysis of options and hypothetical scenarios;
- give advice and make recommendations on project planning in order to achieve the most economical sequence in the project;
- define and quantify the potential risks and make recommendations on contingencies to minimize the negative impact on costs;
- advise on the various procurement strategies and construction to produce efficiency gains wherever possible;

-
- define, predict and analyze issues related to the project, including possible shortages on the market and potential fluctuations in price.

Cost Estimate

Develop estimates of project costs including, among others:

- prepare cost estimates of the "type D" (magnitude);
- quantify the costs of design and construction, contingencies and risks;
- prepare and study different alternatives for costing to allow to know the design method and (or) building the most cost-effective;
- study the costs of the life cycle and reporting;
- describe all unit prices, as well as analysis and evaluation.

5.1.5.3 Deliverables

Prepare and submit the deliverables as directed below;

Cost planning

- Plan cost including: cost analysis and hypothetical scenarios, cash flows and discussions on various procurement strategies and construction and other issues relating to the project.

Cost Estimate

- Estimated costs in full detail. Accuracy: Estimating the "type D" (magnitude);
- Description of the estimation methodology and assumptions used;
- Reports on the study of different alternatives for the calculation of costs;
- Reports on the cost of life cycle.

5.2 CONCEPTUAL STUDY 2 (SR2)

5.2.1 Ojectif

Translate project requirements into design parameters, the way the most ecological and sustainable as possible. Consider design options and analyze them in terms of priorities and objectives already outlined for the program. At the end of this process, we recommend an option for developing the design.

5.2.2 Scope and activities

Suggest different design options on the technical strategies and environmental consequences, which are viable and can be developed.

Analyze each solution in terms of project objectives, particularly in regard to costs and timetable.

Write a preliminary report on the project description, outlining the various elements and options systems.

Integrate the recommendations and mitigation measures contained in the environmental assessment and the review report of the Canadian Environmental Assessment Act (CEAA), as appropriate. Note that these recommendations come from the Client Department.

Minimize materials and hazardous or toxic products used.

Recommend an option to develop, together with background information and technical justification.

Produce a cost estimate of the type C for various options.

Produce a timetable for implementation, with different procurement strategies and construction.

5.2.3 Supplementary studies

From the conceptual study, the consulting engineer should ask the completion of certain studies to obtain accurate and detailed information particularly with respect to soil characteristics, state structures, the behavior of structures, solicitations and capacity / skills works to meet current or future solicitations. The main studies may be required are:

- Soil-study,
- geophysical studies,
- geological study,
- geotechnical,
- studies of pavement rehabilitation.
- characterization study of contaminated land
- water studies,
- studies of embankments and slope stability,
- study-signalization
- road safety study.

5.2.4 Sustainable Development

Develop and evaluate options for the design study under the perspective a positive environmental strategy.

Work in the environmental assessment and preparation of report on analysis of the CEAA (by presenting comments on all the design options).

5.2.5 Plan Cost

Prepare preliminary cost plan for each design study;

Prepare preliminary cost analysis;

Prepare analysis of options and hypothetical scenarios;

Advise and make recommendations on project planning to achieve the most efficient sequence for this project;

Define and quantify the potential risks and make recommendations on contingencies to minimize the negative impact on costs;

Provide advice on the various procurement strategies and construction to produce efficiency gains wherever possible;

Identify, predict and analyze issues relating to the project, including possible shortages on the market and potential fluctuations in price.

5.2.6 Cost Estimate

Prepare cost estimates of "Type C";

Quantifying the costs of design and construction, contingencies and risks;

Prepare and examine alternatives for the calculation of costs, to help establish the design method and (or) the most economical construction;

Consider the cost of life cycle and reporting;

Describe all unit prices, as well as analysis and evaluation.

5.2.7 Plan chronological (calendar)

Prepare the project master schedule;

Identify potential risks to include in the calendar;

Provide advice on the various procurement strategies and construction to produce efficiencies wherever possible.

5.2.8 Deliverables

Prepare and submit the deliverables as directed below:

- Description of options and recommend the preferred solution;
- Conceptual design drawings including details of type sections;
- Report on waste management, where appropriate;
Audit plan and action plan for re-routing of waste, if applicable;
- Report on changing the environmental design;
- Report on environmental assessment and recommendations regarding decisions relating to the CEAA, where appropriate;
- Plan costs, including cost analysis, hypothetical scenarios, the potential risks and different strategies of purchasing and construction;
- Estimated costs of the type C, including the methodology of estimation, the assumptions made, the alternatives for the calculation of costs and cost of life cycle;
- Report on the schedule slippage and recommend corrective action or update time.

5.3 ELABORATION OF THE DESIGN (SR3)

5.3.1 Objective

The consulting engineer must continue developing the design for one of the options presented to the stage of the concept study. The documents concerning the development of the design consists of drawings and other documents to describe the extent and nature of the whole project.

5.3.2 Scope and activities

The project manager will confirm in writing which of the options proposed during the conceptual study will be developed by the consulting engineer.

If changes are required, describe any changes to, analyze its impact on all aspects of the project and resubmit for approval as required.

Expand and clarify the purpose of the conceptual study.

Introduce the concept to government or local government where necessary.

Ensure coordination of the development of design for all disciplines.

Analyze the capacity of the construction sector in the project and advise on the process and the duration of construction.

According to all available materials on the date of the work, prepare a timetable of steps to study, paying special attention to the impact produced on the tenants.

Continue to review all laws, regulations, codes and ordinances applicable in terms of project design.

List of all sections to see in the DDN, with a provisional estimate and track choices regarding sustainable development and greening.

5.3.3 Design

From the results and recommendations for further studies and environmental assessments, the consulting engineer shall proceed with the design, considering the non-exhaustive list of the following;

- Element geometry
 - profile and road -
 - cross-sections,
 - sight distance
- Roadway Design
 - dimensioning of the various layers of the floor and coating,
 - identification of special treatment to perform on land infrastructure
 - recovery and reuse of materials,
 - transitions,

-
- shoulder treatment.
 - Design of storm drainage, sewer and water
 - network-dimensioning and positioning of pipe, glances, catch basins and accessories
 - Identification of methods of work, retaining walls, stability of excavation
 - need for subsurface drainage,
 - design of structures,
 - Environmental Protection
 - erosion control and sediment (TSS reduction)
 - reduction of Phosphorus-total
 - protection against scour,
 - arrangements of roadsides.
 - Design elements of security
 - guardrails,

5.3.4 Sustainable Development

Develop design and evaluate options for positive environmental strategies.

Environmental assessment and report on the analysis of the CEAA (which will include comments on all design options).

5.3.5 Work

List and writing sections of the specifications for all sections of the NMS to use.

Submit a synoptic estimate for all works and main elements of the building.

Highlight materials, components and systems "green" proposed.

5.3.6 Plan Cost

Update the plan costs.

Highlight changes from the preliminary plan costs.

Replicate analysis of cash flow.

5.3.7 Cost Estimate

Submit a cost estimate of the type B (based).

Highlight changes compared to the estimated costs of the type C. Explain the differences and justified overruns.

5.3.8 Plan chronological (calendar)

Update the timeline (calendar).

Highlight changes from the previous timeline.

5.3.9 Deliverables

Prepare and submit the deliverables as directed below:

- On-location plan;
- Plans Profile;
- Plans for demolition;
- Details and typical cross-section;
- Plan Costs with cash flow to date;
- Estimated costs of the type B;
- Calendar-Preliminary construction, including elements requiring a long delivery;
- File project stating the basic assumptions of this project and the justification for all important decisions;
- Value-to-date on the sustainable development strategy.

5.4 CONSTRUCTION (PLANS AND SPECIFICATIONS) (SR4)

5.4.1 Objective

Based on the documents approved at the stage of development design, the consulting engineer shall prepare drawings and specifications showing in detail the requirements for construction, as well as the final estimate of project costs. Unless otherwise noted, the various stages of completion of construction documents are:

- 33% stage of completion: completion of all technical papers;
- The 66% stage of completion: quasi-technical development of project engineering plans, details, schedules and specifications well advanced;
- 99% stage of completion: submission of construction documents complete, ready to launch the tender and submit to local governments for final approval;
- The final presentation includes all revisions to the version corresponding to the 99% stage of completion and is designed to provide PWGSC with complete construction documents for bidding.

5.4.2 Scope and activities

Ask the project manager to approve documents to be submitted for the development of the design (stages 33%, 66% and 99% completion and final stage).

The requirements for items such as format, type, content, number of copies, etc., that apply to the preparation and submission of construction documents are presented in section Description of Services and the appendices C.

Define special procedures (such as phased construction).

Submit drawings and specifications necessary steps (33%, 66%, 99% final)

At the final stage of presentation, all drawings and specifications must be produced in both official languages.

Responding in writing to all comments under consideration and taken into account, where necessary, in the construction documents.

Giving advice on the advancement of cost estimates and submit cost estimates to date as the project progresses.

Update the timeline (calendar) of the project.

Prepare a final cost estimate of the type A and a breakdown of costs.

Consider and approve specifications for materials and construction process to meet the objectives of sustainable development.

5.4.3 Technical Meetings and production

We will review the production of construction documents stages of 33%, 66% and 99% completion during meetings convened by the project manager and consulting engineer.

Ministry representatives and customer support PWGSC attend these meetings as arranged by the project manager.

The consulting engineer shall ensure that its employees and representatives of its sub-consultants involved in technical meetings and production in necessary cases.

The consulting engineer must ensure that all documents are coordinated with all sub-consultants and all sectors of activity.

The consulting engineer will make arrangements for all data and records necessary for progress, among others.

The consulting engineer shall prepare minutes of meetings and distribute copies among all participants.

5.4.4 Review of progress

Gradually, as the work progresses in the construction drawings, the consulting engineer will submit drawings, schedules, details, relevant data on the design and plan costs and timing of project daily as needed.

5.4.5 Deliverables

Prepare and submit the deliverables as prescribed in section Description of Services. The deliverables are comparable at all stages. The degree of completion of the development project will determine the appropriate stage of presentation of documents.

5.4.6 Presentation to the 99% stage of completion

Work and working drawings complete

A copy of the information collected on site, photographs, report on the study of soil coring records, and so on.

A copy of supporting data, studies and calculations, among others, required by engineers of PWGSC for final verification and archiving.

A copy of the plan costs and project schedule to date.

5.4.7 Final presentation

This presentation will consider any revisions to the following examination of the submission stage of the 99% completion. Provide the following:

- complete set of original drawings of work;
- complete sets of the original estimate;
- estimation of type A;

To avoid misplacing or damaging the originals, keep a complete set of drawings in reproducible form and a copy of quotation.

Presentation responsible for the inspection (ie, municipal buildings).

Submit and obtain approval of plans and specifications required by those responsible for inspection prior to bidding.

5.5 TENDER, EVALUATION OF PROPOSALS AND AWARD OF CONSTRUCTION CONTRACTS (SR5)

5.5.1 Objective

Preparing complete sets of documents to tender based on the final construction documents approved by the Project Manager. Launch a tender and evaluate proposals from qualified contractors for the project according to documents bidding. Award the construction contract by government regulation, including federal rules for submission of proposals.

5.5.2 Scope and activities

Tenders

The representative of the Ministry will produce the number of copies of documents calling for tenders wanted, and all other documents necessary for bidding.

The consulting engineer shall:

- prepare, sign and seal of complete sets of plans and construction specifications approved and ready for bidding. The requirements on the number and types of required copies of plans and specifications for construction are presented in the section Description of Services;

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- provide the project manager all information required by the bidders to fully interpret construction documents;
 - participate in briefings bidders (visit of assessment work) on request;
 - prepare addenda from the issues raised during these meetings that the authority disseminates Contracting;
 - keep extensive notes on all requests for information during the tender and submit to project manager at the end to classify records for PWGSC.

Evaluating proposals and awarding construction contracts

The consulting engineer shall, upon request, participate in the evaluation of proposals by providing advice on matters such as:

- all the documents of tenders in all respects;
- technical aspects of tenders;
- the impact of alternatives and reserves that could be included in the proposals;
- the ability of bidders to complete the entire work;
- availability of adequate equipment to perform the work;
- examine the impact of the Annexes to the tender and contract cost and schedule and report in a report;
- information used to support price negotiations.

If PWGSC decided to revive a tender for a project, give advice and provide assistance to the project manager.

5.5.3 Deliverables

Prepare and submit the deliverables as directed below:

- Original drawings and specifications
- Electronic copies of drawings and specifications
- Addenda, where necessary
- Full notes on all requests for information during the bidding
- Changes to documents, whether to restart the bidding
- Estimated cost or schedule update

Requirements in terms of submission of plans and specifications for construction

Provide three (3) complete sets of construction drawings approved by the following requirements:

- one (1) copy paper, signed and sealed, and
- two (2) electronic copies (one original format and PDF format)

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- Provide three (3) complete sets of construction specifications approved by the following requirements:
 - one (1) hard copy bound in formal
 - two (2) electronic copies (one original format and PDF format)

The electronic copy certified drawings and specifications is solely for the purpose of bidding and need not be signed or sealed.

The original print, signed and sealed drawings and specifications will be the version used by the successful contractor for building permits.

Electronic versions of the plans and specifications for construction

An electronic copy of the certified drawings and specifications for the final presentation on one or more CD-ROM in PDF format, according to User Guide on the standard directory structure and naming convention for documents of tendering for construction work on CD-ROM is listed in Annex C.

PDF files must as far as possible be extracted from software in which they were created and should not be protected by a password or contain restrictions on printing. A reference manual, the "Reference Guide based on the conversion of drawings in PDF (Portable Document Format)" gives basic information on the conversion of construction drawings in PDF format specified in Annex C.

Electronic versions of addendums, if necessary, are presented in electronic format (PDF) protection without password or restriction of printing.

5.6 ADMINISTRATION OF CONSTRUCTION CONTRACTS AND REVIEW OF WARRANTIES AND AFTER THE CONSTRUCTION (SR6)

5.6.1 Objective

Implement the project according to contract documents and prescribe and monitor all changes required or requested regarding the scope of work during construction.

5.6.2 Scope and activities

During the implementation of the project, speak on behalf of PWGSC, to the extent provided herein.

Caring for the review of work at intervals appropriate to whether the work complies with contract documents.

PWGSC Keep abreast of the progress and quality of work and report deficiencies or defects found in the book for review on the site.

Calculate the sums payable to the contractor based on progress and certify payments to him for that.

Intervening in interpreting the requirements of contract documents.

Advise on costs during construction.

To inform the project manager of any changes to be made to the scope of work for the duration of the implementation of the project.

Examine documents submitted by the contractor.

Prepare and justify change orders to be issued by the Departmental Representative.

All changes or substitutions of all materials and equipment in the documents archive.

During the warranty term or twelve (12) months, review all actual and suspected defects and send instructions to the contractor.

Perform a final review of the warranty.

5.6.3 Construction Meetings

Immediately after award of contract, organize an information meeting with the contractor and the representative of the Department. Prepare the minutes of the meeting and send copies to all participants and third parties with the approval of the project manager.

Convene workshops every two weeks, starting with the briefing on the construction. Attendance of these meetings, as appropriate, is required by the foreman of construction, the representative of the consulting engineer on site, the main sub-contractors, sub-consultants and representatives referred by PWGSC.

Prepare the minutes of the meeting and send copies to all participants. The Project Manager will invite the client departments to participate in this meeting.

5.6.4 Project Schedule

Getting the project schedule as soon as possible after contract award and ensure it is distributed as required.

Monitor the construction schedule approved, take the necessary measures to ensure that the timetable is up to date and submit a detailed report to the Department regarding the delays.

Keep accurate records on the causes of delays.

Make every effort to assist the contractor to avoid delays.

5.6.5 Extensions

Only the Department may approve an application for extension of time. This approval will be issued in writing by the Project Manager.

5.6.6 Cost Allocation

Obtain from the contractor, the detailed breakdown of costs on the standard form PWGSC and submit to the Ministry with the first progress claim.

5.6.7 Changes related to sub-contractors

The Contractor shall use the subcontractors listed in the bid form, unless a change is authorized by the Department. We only consider those amendments only if they do not increase costs.

Review all change requests relating to sub-contractors and submit recommendations to the project manager.

Where sub-contractors are not included in the list of offer form, ask the contractor to provide such list within ten business days following the date of contract award.

5.6.8 Manpower needed

The Contractor shall, under contract, assign to the project workers that are competent and fulfill the work of the Ministry of Labor of Canada. Report problems to the department of labor that may require corrective action on his part.

The consulting engineer must ensure that a copy of the Terms of the contract work is displayed prominently on the site.

5.6.9 Regulatory Compliance

Ensure that construction comply with applicable regulations.

5.6.10 Construction Safety

All buildings and facilities occupied by federal employees during construction are subject to the Act on Safety and Health at Work in Canada and relevant regulations, which are administered by Health and Welfare Canada, and (or) the regulations of the provinces, in applying the laws that are more restrictive.

During construction, the measures adopted to comply with fire safety standards are 301 and 302 of the CIC, which are administered by the Engineering Services of protection against fire with the Labor Program of Human Resources Development Canada, before known as the "Fire Commissioner of Canada."

In addition, the Contractor shall comply with laws and regulations, state and local security, as well as all instructions issued by the competent government officials in regard to the safety of construction work.

Ensure that the contractor is mandated to handle all the work necessary coordination, insulation, protection and recovery systems to protect against fire and flame suppression throughout the duration of work construction.

Notify the property manager whenever the system of protection against fire and flame suppression are switched off and to know the estimated time for recovery.

Ensure that the contractor is mandated to provide a surveillance service as defined in Standard 301 of the CIC and the Fire Commissioner.

5.6.11 Visites on site

Provide inspection of construction as a non resident. Ensure compliance with contract documents.

Provide services of competent employees, who know well the technical and administrative requirements of the project.

Enter into a written agreement with the entrepreneurs about the steps or aspects of the work to be inspected before the finish.

Assessing the quality of work and report in writing to the contractor and the Department, all vices and all deficiencies found during inspections.

Inspect materials and assemblies and components pre-machined to their point of origin or in their assembly plant, where necessary to ensure the project progresses.

All directions, details or lists of deficiencies must be addressed in writing to PWGSC.

5.6.12 Details

Clarify plans and specifications or site conditions, where necessary, to ensure that the project will not be delayed.

Progress Reports

Report at regular intervals, to the Department the progress. Submit weekly reports.

5.6.13 Measurement of work

If the works are based unit prices, measure and record the quantities for the verification of monthly progress claims and the final certificate of measurement.

When you need to prepare a Notice for proposed unit works, keep accurate and a record of work. record the size and quantity.

5.6.14 Detailed drawings

Submit to the Department, information, all the detailed drawings in additional cases that are needed to clarify or correct the interpretation of contract documents.

5.6.15 Shop Drawings

At the end of the project forward to the Department three copies of shop drawings reviewed. Ensure shop drawings include the project number and are registered in order.

Check the number of copies to be filed for shop drawings. Provide additional copies for scrutiny by the client department.

Shop drawings shall be marked "inspected and certified for construction", which must be affixed by the consulting engineer will also be stamped as marked "Reviewed" before returning to the contractor.

Review, rapidly, shop drawings submitted for approval.

5.6.16 Inspection and Testing

Before bidding, submit to the Department a list of recommended tests to be performed, including tests on site and factory.

When the contract is awarded, guide the representative of the Ministry to give the company responsible for testing, information on services needed on the distribution of reports and communication channels among others.

Review all test reports and take necessary measures with the contractor when the work does not meet the conditions of the contract.

Guide the project manager when the trials do not meet the requirements of the project and when the remedial works affect the schedule.

Assist the Departmental Representative to evaluate the bills now for the services rendered.

5.6.17 Changes in construction

The consulting engineer is not empowered to modify the work or the contract price. However, he will prepare the Notice of Proposed Amendment and change orders.

The amendments that affect the cost or the design must be approved by the Department.

When the Department has issued its approval, require the contractor to submit detailed prices. Consider these prices and fast forward the recommendations to the Department.

The Ministry will send the contractor the notice of proposed amendment and change order prepared by the consulting engineer, in transmitting a copy to him.

Change orders will cover all modifications, including those that do not affect the project cost.

The practice of "trade" is not allowed.

5.6.18 Demanding payments from the contractor

Each month, the Contractor shall submit a request for payment for work and materials in accordance with the requirements of the construction contract.

Requests for payment will be made on the following forms, if applicable:

- Construction claims;
- distribution costs for unit price contracts and (or) combined;
- cost allocation for fixed-price contracts;
- Statutory Declaration: progress claim;

Review and sign the forms provided and submit timely requests for payments to the Department (Project Manager) for processing. Submit, with each progress claim:

- The updated schedule for progress;

-
- photographs showing the progress.

5.6.19 Materials on site

The Contractor may request payment for materials on site, even if they have not yet been integrated into the structure.

The materials will be stored in a secure location designated by the Departmental Representative.

The detailed list of materials with suppliers' invoices showing the price of each item must accompany the application for payment, the consulting engineer shall verify and monitor this list (more details).

When materials are integrated into the work, costs will be added to the article and removed from the list of materials.

5.6.20 Acceptance Committee

The consulting engineer will inform the representative of the Department if it finds that the project is essentially completed. It must ensure that its representative, the representative of its sub-consultants, their representative on site, the contractor and the principal representatives of the sub-trades are part of the committee accepting the project and participate in all meetings organized by the Departmental Representative.

5.6.21 Interim Inspection

The Committee of acceptance will inspect the work and list of all incomplete and unsatisfactory work in a designated form. The Committee will accept the proposal made by the contractor on reserve deficiencies to be corrected and work not completed that are listed and priced.

5.6.22 Provisional Certificates

To authorize the payments, the parties will prepare and sign the following documents:

- provisional certificate of completion;
- cost allocation for fixed-price contracts;
- distribution costs for unit price contracts or combined;
- Inspection and acceptance;
- Statutory Declaration: provisional certificate of completion;
- Certificate of Compensation Board employees.
- Ensure that all items are properly identified and ensure that they provide to the Department for processing documents completed and all necessary supporting documents.

5.6.23 Taking possession of works

The date of acceptance normally correspond to that of the provisional certificate issued to the contractor. At the date of acceptance, the contractor may cancel the insurance under the contract and the Department or the client department (as applicable) will be responsible for:

- Safety of structure;

-
- the smooth functioning and proper use of equipment installed under the project;
 - of general maintenance and cleaning work;
 - Maintenance Site (excluding maintenance works under the contract).

5.6.24 Final Inspection

The consulting engineer must inform the representative when the Ministry is satisfied that all work under the contract will be completed, including deficiencies to correct. It will handle the inspection and acceptance as a result of the interim inspection.

The representative of Ministry will reconvene the Committee of acceptance, which will conduct a final inspection of the project. If everything is satisfactory, the Committee will confirm acceptance of the final project completed by the contractor.

5.6.25 Final Certificate

For the final payment, the parties will prepare and sign the following documents:

- final certificate of completion;
- cost allocation for fixed-price contracts;
- Inspection and acceptance;
- Statutory Declaration: final certificate of completion;
- distribution costs for unit price contracts and (or) combined;
- certificate of authorization for compensation of employees;
- certificate of the hydropower company.
- Ensure that all items are listed accurately and ensure that they provide to the Department for processing documents completed and all supporting documents.

5.6.26 Possession of structure

The possession of formal structure or parts of this work from the contractor is established by the project team of PWGSC includes consulting engineer and the client department. The date of the provisional certificate of completion and final certificate of completion marks the beginning of the warranty period of twelve months for work completed on the date of each certificate in accordance with the terms of the contract.

Submit to the Department guarantees the original contractor for all materials and work covered by an extended warranty under the terms of the estimates. Ensure that these guarantees are full and check the scope.

5.6.27 Archive drawings and specifications of the finished work

Following the takeover of the work, obtain from the contractor, a copy of annotated drawings and specifications of the finished work.

Indicate significant deviations in construction compared to drawings of the original contract, including changes shown in the drawings post-contractual changes arising permissions changes or changes by following the instructions given to the contractor on site.

Check and verify all documents of the finished work to ensure they are complete and accurate and submitted to PWGSC.

Produce drawings of record in integrating into the project drawings, information on the finished work.

Submit drawings and specifications of record in the eight (8) weeks of final acceptance.

Provide a complete set of shop drawings final.

5.6.28 Deliverables

Prepare and submit the deliverables as directed below:

- Written reports relating to site visits, stating the names of people who attended.
- Written reports on the progress and cost of the project at the end of the month.
- Detailed drawings additional cases needed to clarify, interpret or complete the construction documents.
- Post-contractual drawings.
- Provisional or final certificates.
- Reports on activities of commissioning.
- Archives for the finished work.
- List of services covered by the warranty.
- Report on the final review of the security.

5.7 CONTINUOUS INSPECTION SERVICES ON THE SITE (AS 1)

5.7.1 Objectives

The continuous inspection services on site are intended to ensure the presence of full-time representative of the consulting engineer on site to coordinate inspections and tests performed by others and to inspect and monitor all aspects of work during the construction of facilities and liaise with the contractor, Public Works and Government Services Canada and other agencies, insofar as it applies in the context of work.

5.7.2 Scope and activities

The representative of the consulting engineer on site is required to provide inspection services on site full time for all aspects of the project and must keep daily records of all construction work in progress. The representative of construction ensures constant communication among the property manager of PWGSC, the project manager, the company responsible for the design, the contractor, the Regional Fire Commissioner and the provincial Department of Labor.

The site representative reports directly to the consulting engineer.

The site representative is required to familiarize themselves fully with the contract documents, codes and standards. The site representative should also be aware of all the municipal and provincial standards relating to health and safety of construction workers.

5.7.3 Specific Responsibilities

The representative will provide construction inspection services, coordination and supervision on site full time during the construction work and report to the consulting engineer. In addition, the representative of the Department may delegate additional responsibilities, subject to approval by the consulting engineer.

The site representative is required to maintain daily records of all construction work assigned and ensure constant communication among the property manager of PWGSC, the Project Manager, the Regional Commissioner of Fire, Engineering Consultant, Contractor, the appropriate representative of the Directorate General for construction of Public Works and Government Services Canada and consultants.

The representative will coordinate construction activities by a deputy approved by PWGSC and transmit the necessary instructions.

In case of emergency, the site representative has the authority to stop work or give orders to ensure worker safety or to protect state property.

5.7.4 Inspection and Reporting

It is incumbent on the representative to inspect all phases of work underway to bring to the attention of the contractor, after verification with the consulting engineer and representative of the Directorate General Construction any difference between the work, contract documents and construction procedures accepted. The site representative must keep a daily record of these inspections and forward once a week, a written report to the consulting engineer, for distribution, following the format indicated.

Daily recording of data starts (number of workers, works, conditions of temperature, wind and precipitation).

Daily, and act immediately respond to relevant questions during the work.

Daily, and in collaboration with the superintendent of the Contractor, note the differences of implementation with the plans and specifications.

The site representative must file any reports or studies required by the project manager through the consulting engineer.

5.7.5 Interpretation of contract documents

The interpretation of contract documents is the responsibility of the consulting engineer. The latter can however ask the site representative to provide information on working conditions and to provide daily direction to the contractor.

The representative site as a duty to help the consulting engineer and report any problem early may delay the work. The method for transmitting this information will be decided by the consulting engineer.

5.7.6 Changes in work

It is not for the representative of construction to permit or order changes in work, that will change the design or construction contract value, unless the power has been delegated by the Departmental Representative.

The consulting engineer may ask the site representative to help evaluate changes in the work when it is necessary to hire someone who knows the working conditions.

5.7.7 Communication and Liaison

The site representative must:

Communicate to the contractors the instructions on labor standards to be met.

Identify poor workmanship or work which does not conform to drawings and specifications, discuss its findings with the consultant and get instructions from him. Then, the findings must be reported to the construction manager of the contractor. Although informal discussions with supervisors of secondary trades are generally permitted (but only with the consent of the contractor), the representative site should not deal directly with supervisors or tradesmen or influence in any way the work progress.

Communicate officially with the contractor, through memos only. When issuing such documents, the site representative shall immediately send copies to PWGSC and the consulting engineer.

Get in touch immediately with the consulting engineer is apparent when it is necessary to obtain information or a response is required on his part: general instructions, clarifications, approval of a sample design workshop, requests, leave those changes, construction guidelines, details, drawings, etc..

Accompany PWGSC representatives during inspections and report to the consulting engineer requirements, comments and guidance issued by PWGSC staff. It should be noted that the representative site should encourage these people to submit their requirements, comments or instructions in writing.

Review and evaluate all suggestions made by the contractor or it's wishes to make changes to documents and report them immediately to the consulting engineer, together with comments.

Ensure that PWGSC and the consulting engineer are informed promptly when key elements and / or hardware components and equipment are delivered, so that both parties can make arrangements for inspection by appropriate personnel prior to installation.

The site representative must examine any temporary or permanent connection to one or the other building systems before installation, scheduling of works related and approved in writing these connections. The site representative is required to provide forecasts and inform the property manager PWGSC about any disruption of normal services in buildings at least 24 hours before the start of work when they can not be made outside working hours.

5.7.8 Daily Register

The site representative must keep a daily register where he records the following information:

- weather conditions, particularly those that are unusual in the context of construction in progress;
- delivery of materials and equipment;
- daily activities and important work;
- start, stop or completion;
- presence of personal business inspection and testing, testing, results, etc..;
- unusual conditions on site;
- significant incidents, comments, etc..;
- unusual visitors to the site;
- permissions granted to the contractor to perform certain work or hazardous work;
- environmental incidents;
- reports and instructions under emergency measures adopted by the authorities.

Note: This register is the personal property of the representative site. Copies of records must be forwarded to PWGSC and the consulting engineer to project completion.

5.7.9 Weekly Issues

The site representative shall prepare weekly reports for the consulting engineer, with the required format:

- progress compared to schedule;
- principal activities commenced or completed during the week leading activities;
- major deliveries of materials and / or equipment;
- difficulties that may delay the completion of work;
- labor and materials needed immediately;
- estimated cost of work completed and materials delivered (cost and contracts);
- requirements of the consulting engineer or PWGSC concerning the disclosure or measures to be taken which have not yet been met;
- labor;
- weather;

-
- observations;
 - accidents on site;
 - threats to personal safety or hazards in the building caused by work, the contractor or its agents.

5.7.10 Records on site

The site representative must maintain orderly records and updated on the site to PWGSC, the consulting engineer and himself, containing the following documents:

- contract documents and documents of tender;
- approved shop drawings;
- samples approved;
- samples;
- construction guidelines;
- change Notices;
- editing permissions;
- memos;
- reports on the tests and defects;
- correspondence and minutes of meetings;
- names, addresses and telephone numbers of representatives of the client, the consulting engineer and all entrepreneurs and key employees as part of trades involved in the contract, including phone numbers home in case of emergency.

In addition, the site representative must maintain a schedule of progress to date.

A reproduction of the original drawings that are part of the contract must be kept in a safe place and maintained using information from all memos, permissions modification, construction guidelines, details, the final terms, etc., issued after the contract award.

5.7.11 Inspection of work

The representative must carry out site observations and random audits of the work to determine whether the work, materials and equipment comply with the contract documents and additional conditions. The representative of the consulting engineer to the site must inform the contractor of any defects or any unapproved deviation through a memo and report immediately to the consulting engineer and representative of the Branch PWGSC construction problems that delayed the contractor to remove or refuse to settle.

The site representative will make arrangements to enable consultants in architecture, structural, mechanical and electrical engineering and others that the consulting engineer principal uses to carry out periodic inspections required under the contract with the consulting engineer, so that these inspections can be done on time, given the progress.

The representative also warns that construction materials and equipment that are incorporated into the project must be approved prior to installation with the use of shop drawings or samples thereof.

The site representative will prepare all the interim reports, preliminary and definitive defects in collaboration with PWGSC representatives and the consulting engineer.

The representative site will also undertake to take measures for all work to be done on a per unit basis.

5.7.12 Site Meetings

The site representative must attend all site meetings. The chief architect will lead the site meetings.

5.7.13 Inspection and Testing

The site representative should ensure that tests and inspections required in the contract documents are made in a timely manner. The latter will coordinate with the laboratory supervisor designated audits, inspections and tests prescribed in the quotation and handle to avoid delaying the progress of work.

The site representative will ensure availability of timely test results on site or laboratory. He must notify the consulting engineer if test results do not meet specified requirements or if the contractor does not work properly.

5.7.14 Emergencies

When an emergency occurs that threatens the safety of persons or property, or threatening when the smooth work is compromised by the activities of the contractor to protect the interests of PWGSC, the site representative shall immediately notify the contractor writing of the possible danger. Moreover, if necessary, the representative of the site will stop work or order the corrective action and will immediately report with the consulting engineer for further instructions.

5.7.15 Restrictions

It is prohibited for the representative of construction to:

- authorize exceptions to the contract documents;
- of ordering testing;
- approved shop drawings or samples;
- advise the client user about any aspect whatsoever without first obtaining instructions from the consulting engineer;
- approve the work or any part of the building;
- encroaching on the sphere of responsibilities of the construction manager of the contractor;
- interrupt the work, unless it is satisfied that there is an emergency, as described above.

5.7.16 Dangerous construction works

It is incumbent on the representative site to examine all the conditions to be created on site and working methods to be used by a contractor who engages in hazardous work.

The representative on site will allow the contractor in writing to undertake hazardous work, when it is fully satisfied that all precautions and necessary steps have been taken by the contractor to protect the safety of workers and building occupants and to protect state property. Such written authorization must be countersigned by the contractor, and indicate that it has read the instructions and requirements of the representative site, and both parties retain copies of the authorization document signed by each of them.

The site representative will inspect areas where hazardous work is performed to ensure that the contractor meets the safety standards agreed. Any violation in this regard can cause the site representative to decide to stop work. These offenses or interruptions of work ordered by him must be reported in writing and orally at a consulting engineer and supervisor of construction of the Directorate General Construction PWGSC.

5.7.17 Deliverables

Prepare and submit the deliverables as directed below:

- Daily log of construction
- Weekly Issues

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

After this process, and subject to the results of the evaluation of tenders for services, it is planned to establish two (2) standing offers. Each standing offer will focus on services related to projects undertaken or in a given territory; Cree or Inuit as defined in the Convention of the James Bay and Northern Quebec JBNQA and subsequent agreements.

Depending on their membership or affiliation, proposers may choose to submit tenders for one or other of standing offers. Proponents must clearly identify their proposal for what they offer to assume command. The same offer may not offer its services to the two standing offers. However it is permissible for a partner or an associated company to participate in the composition of more than one offer, however, as long as the legal form of enterprise, joint venture or association complies fully with the requirements of policy on asides and requirements specific to each Offer.

You can read a preview of the "selection process" in the General Instructions (GI 9).

1.2 Submission of Proposals

The Proponent is responsible for meeting all submission requirements. Please follow detailed instructions in "Submission of Proposals", 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.

1. Submit one (1) bound original plus three (3) bound copies of the proposal
2. Paper size should be - 216mm x 279mm (8.5" x 11")
3. Minimum font size - 11 point Times or equal
4. Minimum margins - 12 mm left, right, top, and bottom
5. Double-sided submissions are preferred
6. One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper
7. 279mm x 432mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages.
8. 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 twenty-five (25) 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)
 - Set-aside under the Procurement Strategy for Aboriginal Business / Certifications (Appendix C)

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:

- a) Appendix A, Declaration / Certifications Form as required.
- b) Appendix C Set-aside under the Procurement Strategy for Aboriginal Business / Certifications

3.1.2 Licensing, Certification or Authorization

The Proponent shall be authorized to provide engineering services and must include an 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 Québec. You must indicate current license or how you intend to meet the provincial licensing requirements.

3.1.3 Code of Conduct and Certifications - Proposal

Proponents who are incorporated, including those submitting proposals as a joint venture, must provide with their proposal or promptly thereafter a complete list of names of all individuals who are currently directors of the Proponent. Proponents submitting proposals as sole proprietorship, including those submitting proposals as a joint venture, must provide the name of the owner with their proposal or promptly thereafter. Proponents submitting proposals as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of proposals is completed, Canada will inform the Proponent of a time frame within which to provide the information. Failure to comply will render the proposal non-responsive. Providing the required names is a mandatory requirement for issuance of a standing offer and award of a contract.

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 Service management

1. *What we need:*

How the team will be structured in its approach and methodology to provide the required services.
2. *What the applicant must provide:*

Description:

 - a) The hierarchical structure and management of the proposed team. The duties and responsibilities of key personnel who will train the proposed team. Furthermore, identification of substitute personnel available, their skills and experience
 - b) The process used to determine the levels of resources required for individual call-ups and the allocation of staff of the team;
 - c) Understanding of the consulting firm relations with PWGSC and the needs of coordination for the Implementation of the project in an operational setting;
 - d) How the consultant will be to meet deadlines;
 - e) Techniques for quality control, cost and schedule;
 - f) Methods of risk management

3.2.2 Previous experience of the firm

1. *What we need:*

The applicant must demonstrate that over the five (5) years or less, or his key staff members participated in projects design and construction requiring a full range of services as described in Section Servicing (SR).
The projects chosen should reflect the ability of the firm to achieve a wide range of projects including small studies, as well as major rehabilitation, renovation and new construction of small or large. Projects with special characteristics, such as site isolation, the difficult conditions on site, tight deadlines, should be reported.
The projects chosen should reflect the ability of the firm to ensure the full scope of services listed in the Services section required (SR) in one or other of the disciplines and specialties described in the section Description of Services
2. *What the applicant must provide:*
 - a) Brief description of five (5) and relevant projects during the five (5) years by the firm or its key personnel. Of the five (5) projects, select at least one (1) project in each of the following specialties:
 - Road Construction
 - Airport engineering;
 - b) Scope of services and objectives, constraints and deliverables under the projects mentioned in a) and the dates the services were provided;
 - c) For multi-disciplinary projects, provide a description of services and include the scope and budget of the overall project;
 - d) For projects above, indicate the names of members of key staff members and project staff who were part of the project team and their responsibilities
 - e) For projects listed, describe the degree to which objectives have been met in respect of costs, quality and deadlines;

-
- f) Names, addresses and telephone numbers and fax numbers of responsible contact with customers at the working level. You may check the references, if deemed necessary.
 - g) In the case of a project as part of a consortium, outlined the responsibilities of each member of the consortium

3.2.3 Qualifications and experience of team personnel

1. *What we need:*

Demonstration that staff identified as part of the proposed team has the skills, experience and skills to deliver the full range of services listed in the Services section required (RS) and to treat types of projects listed in the Description section of the Services.

2. *What the applicant must provide:*

Submit a maximum of five (5) curriculum vitae for the members of the proposed team, including at least one (1) principal engineer and (1) senior engineer for each of the disciplines covered by this offer, which will perform the majority of services required through various ups. By disciplines, means road construction, engineering, municipal and airport engineering.

Each resume must clearly indicate:

- a) The number of years of experience and how this experience is linked to the types of services, projects and assets that are relevant to the requirements of PWGSC;
- b) The number of years with the firm, the position and responsibilities;
- c) The professional certification;
- d) The involvement with committees and associations and technical experience in policy development, standards, guidelines and best practices techniques.
- e) Achievements and special prizes;
- f) The degree of availability of such persons to provide services under this Offer.

3.2.4 Hypothetical Projects

1. *What we need:*

Describe the approach and the methodology you adopt to achieve a hypothetical project. The clarity of the drafting of the reply will be considered in the assessment (use of language, structure of the document and conciseness and completeness of the response).

The use of keywords from the description of the objectives of the scope of services is insufficient. For example, to demonstrate understanding of the approach and methodology, it is not enough to say: "Analyze requirements and the project plan." The expert must complete this statement by adding information on how this analysis will be carried out and what it consists of. Points will be awarded according to the quality and depth of responses.

2. *What the applicant must provide for each hypothetical project:*

- a) Description of the process and methodology to be used to complete the mandate, taking into account factors such as:
 - The remoteness factor of the site;
 - Available information;
 - Reference standards;
 - Respecting the client's departmental budget;
 - Schedule compliance.

-
- b) Description of the work breakdown structure, namely:
 - The scope of work, the resources allocated to the project, timing and importance of work based on the number of hours for all persons designated resources;
 - A detailed estimate of hours per job for all the services required for the hypothetical project. Justify the convenience and stress levels of persons engaged in the project;
 - c) An estimate of the expected disbursements to perform this mandate
 - d) The study will be implemented to promote the use of indigenous labor and maximize benefits to the community.

3. *Hypothetical scenarios projects:*

In response to hypothetical situations, please note that the information presented in the scenarios are fictitious and projects they are given for proposing to give an idea to enable it to develop an overview of its approach and its methodology to solve problems.

If they can help focus the responses of offering key, reasonable assumptions can be made to complement the information presented in the scenarios. Any hypothesis must be clearly mentioned and justified. Assumptions should not be used in order to avoid to explore options.

Scenario A: Upgrading obstacle and apron limitation standards

To meet the upgrading of obstacle and apron limitation standards at an airport located in northern Quebec, Transport Canada plans initially to develop a preliminary design study (RS 1). This study will allow Transport Canada to estimate and justify the funds required to hire a consultant for the following phases.

A site inspection by a Transport Canada inspector outlined several obstacles with air zoning on the runway 09-27, where the code of the path is a non precision 3C. The verification was performed with the help of a clinometers, without much precision. The highlights of the inspector's report include:

- The presence of a rocky escarpment in certain places in the side area, north of the runway. The inspector concluded non-compliances of less than one meter, over a length of about 200 meters. No geotechnical survey, no history is available to determine the characteristics of the rock.
- The presence of shrubs and evergreen in the approach region of the runway 09. Transport Canada confirmed that the latest deforestation work was performed more than 15 years ago.
- The presence of a cellular antenna outside the airport perimeter. The antenna was built in 2012, without Transport Canada being informed. The inspector could not confirm with certainty whether the antenna is located in the in the runway approach area.
- The presence of an aboveground fuel tank for aircraft on the edge of the apron. The inspector outlined a non-compliance with the height of the tank in the side area of the runway 09-27.

Furthermore, the airline operating at the airport is facing a growing clientele and plans to acquire a second DASH-8-100. The current apron measuring 3,375 m² has no available area for the operation of an aircraft that size, when other aircraft are also present at the airport (another DASH-8-100 and EMBRAER-110). Options for the expansion of the apron are required. Existing surfaces are in crushed stone.

PWGSC was commissioned by Transport Canada to support the pre-study project phase. To perform this PWGSC, wants to mandate the services of a consulting engineering firm for performing phase RS 1. Additional services (AS) are also required to collect data on the site.

This subsequent request was sent to you on August 15. It is requested that the final report be completed by March 31. The funds available are very limited for the pre-project phase, the extent of your service offering would have to be negotiated with the project manager of PWGSC.

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
Managing Services	1.0	0 – 10	0 – 10
Previous experience of the firm	3.0	0 – 10	0 – 30
Skills and experience of project staff	3.0	0 – 10	0 – 30
Hypothetical Projects	3.0	0 – 10	0 – 30
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:

	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
0 point	2 points	4 points	6 points	8 points	10 points
Did not submit information which could be evaluated	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 an excellent understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Proponent do not possess qualifications and experience	Proponent lacks qualifications and experience	Proponent has an acceptable level of 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 most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

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:

1. The lowest price proposal receives a Price Rating of 100
2. 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.
3. 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 no more than four (4) offers, two (2) for the CREE territories (Zone 1), and two (2) for the INUIT territories (Zone 2).

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 provided in Appendix A
- Code of Conduct and Certifications/Proposal - list of directors / owners
- Proposal - 1 original + 3 copies
- Front page of Request for Standing Offer
- Front page of Revision(s) to a Request for Standing Offer
- Set-aside under the Procurement Strategy for Aboriginal Business / Certifications provided in Appendix C

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 4)

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

Size of Organization

Sole Proprietorship

Number of Employees _____

Partnership

Graduate Architects/ _____

Corporation

Prof. Engineers: _____

Joint Venture

Other Professionals _____

Technical Support _____

Other _____

Declaration / Certifications Form (page 2 of 4)

Former Public Servant (FPS) - Certification

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Proponent a FPS in receipt of a pension? YES () NO ()

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

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

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

Declaration / Certifications Form (page 3 of 4)

Work Force Adjustment Directive

Is the Proponent a FPS who received a lump sum payment pursuant to the terms of a Work Force Adjustment Directive? YES () NO ()

If so, the Proponent must provide the following information:

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

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

Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause A3050T.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A3050T/2>

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

Declaration / Certifications Form (page 4 of 4)

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

1. 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.
2. Price proposals are not to include Applicable Taxes and will be evaluated in Canadian Dollars.
3. Proponents are not to alter or add information to the form.
4. 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.
5. The hourly rates identified will be for the duration of the Standing Offer.
6. 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.
7. 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)
Principal Engineer (for the engineer who performs tasks involving a high degree of responsibility)	15	\$	\$
Senior Engineer	25	\$	\$
Intermediate Engineer	15	\$	\$
Junior Engineer	5	\$	\$
Senior Technologist	10	\$	\$
Intermediate Technologist	10	\$	\$
Junior Technologist	5	\$	\$
Draftsman	3	\$	\$
Administrative Support	2	\$	\$
On-site services (on residence)			
On-site Technologist supervisor	5	\$	\$
Surveyor – Construction	3	\$	\$
Surveyor Helper	2	\$	\$
Total	100		\$

Senior : more than 10 years of experience
Intermediate : 5 to 10 years of experience
Junior : up to 5 years of experience

Signature of Consultant or Joint Venture Consultants.

.....
signature signature

.....
capacity capacity

.....
signature signature

.....
capacity capacity

END OF PRICE PROPOSAL FORM

APPENDIX C

Set-aside under the Procurement Strategy
for Aboriginal Business / Certifications

Certifications Required with the Bid

Offerors must submit the following duly completed certifications as part of their proposal.

Aboriginal Business Certification

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the Supply Manual.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

Set-aside for Aboriginal Business

1. This procurement has been set aside under the federal government's Procurement Strategy for Aboriginal Business (PSAB), as detailed in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-aside Program for Aboriginal Business".

2. The Offeror:

(i) certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.

(ii) agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.

(iii) agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

3. The Offeror must check the applicable box below:

(i) The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

(ii) The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

4. The Offeror must check the applicable box below:

(i) The Aboriginal business has fewer than six full-time employees.

OR

(ii) The Aboriginal business has six or more full-time employees.

5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.

6. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

NOTE - In the context of this Standing Offer, "Aboriginal" is understood as following:

Zone 1 : Cree

Zone 2 : Inuit

Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Standing Offer Authority, the Offeror must provide the following certification for each owner and employee who is Aboriginal:

"1. I am _____ (insert "an owner" and/or "a full-time employee") of _____ (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-Aside Program for Aboriginal Business".

2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

**Requirements for the Set-aside Program for Aboriginal Business
(PWGSC, Supply Manual, Annex 9.4, 2012-12-13)**

1. Who is eligible?

- a. An Aboriginal business, which can be:
 - i. a band as defined by the Indian Act
 - ii. a sole proprietorship
 - iii. a limited company
 - iv. a co-operative
 - v. a partnership
 - vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

- b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The supplier must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

2. Are there any other requirements attached to suppliers in the Set-Aside Program for Aboriginal Business?

- a. In respect of a contract, (goods, service or construction), on which a supplier is making a proposal which involves subcontracting, the supplier must certify in its bid that at least thirty-three percent of the value of the work performed under the contract will be performed by an Aboriginal business. Value of the work performed is considered to be the total value of the contract less any materials directly purchased by the contractor for the performance of the contract. Therefore, the supplier must notify and, where applicable, bind the subcontractor in writing with respect to the requirements that the Aboriginal Set-Aside Program (the Program) may impose on the subcontractor or subcontractors.
- b. The supplier's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the supplier with information, substantiating its compliance with the Program, and authorize the supplier to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the supplier to exact or enforce such a provision will be deemed to be a breach of contract and subject to the civil consequences referred to in this document.
- c. As part of its bid, the supplier must complete the Certification of Requirements for the Set-Aside Program for Aboriginal Business(certification) stating that it:
 - i. meets the requirements for the Program and will continue to do so throughout the duration of the contract;
 - ii. will, upon request, provide evidence that it meets the eligibility criteria;
 - iii. is willing to be audited regarding the certification; and
 - iv. acknowledges that if it is found NOT to meet the eligibility criteria, the supplier shall be subject to one or more of the civil consequences set out in the certification and the contract.

3. How must the business prove that it meets the requirements?

- a. It is not necessary to provide evidence of eligibility at the time the bid is submitted. However, the business should have evidence of eligibility ready in case it is audited.
- b. The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the business.

4. What evidence may be required from the business?

- a. Ownership and control
 - i. Evidence of ownership and control of an Aboriginal business or joint venture may include incorporation documents, shareholders' or members' register; partnership agreements; joint venture agreements; business name registration; banking arrangements; governance documents; minutes of meetings of Board of Directors and Management Committees; or other legal documents.
 - ii. Ownership of an Aboriginal business refers to "beneficial ownership" i.e., who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business. (See Appendix A Set-aside Program for Aboriginal Business for a list of the factors, which may be considered by Canada.)
- b. Employment and employees
 - i. Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least 33 percent of the full-time employees are Aboriginal, the business must, upon request by Canada, immediately provide a completed Owner/Employee Certification form for each full-time employee who is Aboriginal. See SACC Manual clauses A3001T, M3030T or S3036T, as appropriate.
 - ii. Evidence as to whether an employee is or is not full-time and evidence as to the number of full-time employees may include payroll records, written offers for employment, and remittance and payroll information maintained for Canada Revenue Agency purposes as well as information related to pension and other benefit plans.
 - iii. A full-time employee, for the purpose of this program, is one who is on the payroll, is entitled to all benefits that other full-time employees of the business receive, such as pension plan, vacation pay and sick leave allowance, and works at least 30 hours a week. It is the number of full-time employees on the payroll of the business at the date of bid submission that determines the ratio of Aboriginal to total employees of the business for the purpose of establishing eligibility under the Program.
 - iv. Owners who are Aboriginal and full-time employees who are Aboriginal must be ready to provide evidence in support of such status. The Owner/Employee Certification to be completed by each owner and full-time employee who is Aboriginal shall state that the person meets the eligibility criteria and that the information supplied is true and complete. This certification shall provide the person's consent to the verification of the information submitted.

5. Subcontracts

- a. Evidence of the proportion of work done by subcontractors may include contracts between the contractor and subcontractors, invoices, and paid cheques.

-
- b. Evidence that a subcontractor is an Aboriginal business (where this is required to meet the minimum Aboriginal content of the contract) is the same as evidence that a prime contractor is an Aboriginal business.

6. Who is an Aboriginal Person for Purposes of the Set-Aside Program for Aboriginal Business?

- a. An Aboriginal person is an Indian, Metis or Inuit who is ordinarily resident in Canada.
- b. Evidence of being an Aboriginal person will consist of such proof as:
 - i. Indian registration in Canada;
 - ii. membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada;
 - iii. acceptance as an Aboriginal person by an established Aboriginal community in Canada;
 - iv. enrollment or entitlement to be enrolled pursuant to a comprehensive land claim agreement;
 - v. membership or entitlement to membership in a group with an accepted comprehensive claim;
 - vi. evidence of being resident in Canada includes a provincial or territorial driver's license, a lease or other appropriate document.

Appendix A Set-aside Program for Aboriginal Business

(Excerpt from Treasury Board Contracting Policy Notice 1996-6, Annex A.)

Factors that may be considered in determining whether Aboriginal persons have at least 51% ownership and control of an Aboriginal business include:

- a. capital stock and equity accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options;
- b. dividend policy and payments;
- c. existence of stock options to employees;
- d. different treatment of equity transactions for corporations, partnerships, joint ventures, community organizations, cooperatives, etc.;
- e. examination of charter documents, i.e., corporate charter, partnership agreement, financial structure;
- f. concentration of ownership or managerial control in partners, stockholders, officers trustees and directors-based definition of duties;
- g. principal occupations and employer of the officers and directors to determine who they represent, i.e., banker, vested ownerships;
- h. minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction;
- i. executive and employee compensation records for indication of level of efforts associated with position;
- j. nature of the business in comparison with the type of contract being negotiated;
- k. cash management practices, i.e., payment of dividends - preferred dividends in arrears;
- l. tax returns to identify ownership and business history;
- m. goodwill contribution/contributed asset valuation to examine and ascertain the fair market value of non-cash capital contributions;
- n. contracts with owners, officers and employees to be fair and reasonable;
- o. stockholder authority, i.e., appointments of officers, directors, auditors;
- p. trust agreements made between parties to influence ownership and control decisions;
- q. partnership - allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios;
- r. litigation proceedings over ownership;
- s. transfer pricing from non-Aboriginal joint venture;
- t. payment of management or administrative fees;
- u. guarantees made by the Aboriginal business;
- v. collateral agreements.

Appendix “D” – Doing Business, Québec Region



Doing Business Quebec Region

Architectural and Engineering Services
May 1st, 2013 – GDDE # 721745



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SECTION 1 INTRODUCTION

This document must be used in conjunction with the Terms of Reference TOR (Project brief, Request for proposals or others), 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.

The Consultant shall check with the Project Manager if this document is current. The updated version of the latest is the one applicable to the project.

SECTION 2 PWGSC NATIONAL CADD STANDARD

Drawings shall be in accordance with Public Works and Government Services Canada (PWGSC) National CADD Standards, **Quebec regional version**, and CSA B78.3 of Canadian Standards Association.

Refer to:

<http://www.tpsgc-pwgsc.gc.ca/biens-property/cdao-cadd/index-eng.html>

For the Quebec region:

<http://www.tpsgc-pwgsc.gc.ca/cdao-cadd/index-eng.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 **for the Quebec region**.

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://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/tmtc-eng.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 PWGSC 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. In exceptional cases, 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.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>
- ANSI standards: <http://www.ansi.org>
- ASTM Standards: <http://www.astm.org>
- ULC standards: <http://www.ulc.ca>
- General reference of standards: <http://www.techstreet.com/>

The NMS website (<http://www.tpsgc-pwgsc.gc.ca/biens-property/ddn-nms/index-eng.html>) 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 [_____].
4. Alternative Materials: Approved by addendum in accordance with Instructions to Tenderers.

Alternatively, include the following article in Part 1 of each Section in which trade names appear:

Acceptable Materials: *Where materials are specified by trade name refer to the "Instructions to Tenderers" for a procedure to be followed in applying for approval of alternatives.*

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 – Energy Monitoring and Control Systems). A justification will be required in this context.

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 Energy Monitoring and Control Systems (EMCS) 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 cannot be precisely estimated (eg. earth work). 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".

Refer to Appendix 1 of the Bid and Acceptance Form to view a sample of Unit Price Table.

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 the terms "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 C.

14 Regional requirements

The Consultant should contact the Project Manager to obtain the regional requirements concerning Division 01 or other short form specifications as might be appropriate. For example, in the Quebec Region, the use of the *Section 01 11 01 – Work related general information* is necessary.

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.

Notes 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 appear on drawings as this promotes inaccurate and inflated bids. Drawings must allow bidders to calculate all quantities and bid accurately. In exceptional cases, where quantities are impossible to quantify (i.e. cracks to be repaired), refer to indications contained in section 3, Specifications, 3 Terminology.

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 or any information planned to 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: Sets of drawings shall be numbered according to the type of drawing and the discipline involved, as indicated in the PWGSC NATIONAL CADD STANDARD.

During the Design Phase of the project each issue and review of documents 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.

8 Presentation Requirements: Present drawings in sets comprising the applicable civil, 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. 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 on top 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, signed and sealed.

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.

DOCUMENTS FOR TENDER CALLS

1 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.

2 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 for bidding and construction purposes are required to be signed and sealed by professionals in each discipline. See Appendix 'D' and Appendix 'E'.

3 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% design 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% design 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

5 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 it's 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.

5.1 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.

5.2 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 it's 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.

5.3 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 Baseline. 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.

5.4 Schedule Monitoring and Control

Once Baseline 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.



5.5 Standard issue of documents

At each issue of documents 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);

5.6 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.

SECTION 6 RISK MANAGEMENT

6.1 DEFINITIONS

Procurement Plan: Formal submission for approval to enter into a contract and composed of a (1) cost estimate of the requirement (including cash allowances, and design, estimating and inflation allowances), (2) a contingency and, (3) an anticipated amendment amount.

Allowances: Additional resources included in an estimate to vcover the cost of known but undefined requirements for an individual activity, work item, account or sub account: design allowance, estimating allowance, inflation allowance and other allowances specifically identified are part of a cost estimate

Cash Allowances : a specific amount to be used for specific work item or service.

(a) Cash Allowance Construction: additional resources included in an estimate to cover the cost of known but undefined requirements whose probability of occurrence is high. this allowance is specifically identified in a cost estimate.

(b) Cash Allowance Consultant: additional services included in an estimate to cover the cost of known but undefined requirements whose probability of occurrence is high. this allowance is specifically identified in a cost estimate.

Risk Allowance: Anticipated monetary value of risk events, due to the complexity of the project, market conditions, competitiveness, and timing of project, contingencies are likely to happen and do not form part of cost estimates.

Anticipated Amendments: This is basically the pre-authorization of amending authority to a certain level. Individual contract amendments within this authority must still be approved by the correct level of authority.

The total amount of the Anticipated Amendment to a project cost estimate is determined as the summation of the Expected Monetary Value of risk events reasonably expected to occur during the life cycle of a project.

Risk Management: The art and science of identifying, analyzing, and responding to risk factors throughout the life of a project and in the best interests of its objectives. (PMBOK)

Risk Event: A discrete occurrence that may effect the project for better or worse (i.e. late delivery of a piece of equipment is a “risk event” that may cause a schedule delay).

Probability: The likelihood that an event will occur (i.e. Low, Medium, High).

Impact: The result of the occurrence of an event on the project either positive or negative. (i.e. a schedule delay as a result of late delivery of a piece of equipment may have a high negative impact on a project; increased access to a construction site due to early departure of occupants in an office space may have a positive impact on a project).

The Impact of individual Risk Events can be qualified as low, medium, high or quantified in terms of time, cost (immediate cost or in-service cost (O&M)) or performance.

High risk*: A project (or element of a project) may be assessed as high risk if one or more hazards exist in a significant way and, unless mitigated, would result in probable failure to achieve project objectives.

Medium risk*: A project (or element of a project) may be assessed as medium risk if some hazards exist but have been mitigated to the point that allocated resources and focused risk management planning should prevent significant negative effect on the attainment of project objectives.

Low risk*: A project (or element of a project) should be assessed as low risk if hazards do not exist or have been reduced to the point where routine project management control should be capable of preventing any negative effect on the attainment of project objectives.

**per Treasury Board Secretariat Manuals Chapter 2-2 Project Management*

EMV: Expected monetary value of risk event (i.e. cost or saving to the project if risk event occurs)

6.2 RISK MANAGEMENT CHECKLIST

Probability, impact, over all risk, risk response and risk allowance are to be determined for each item listed below;

Resources External to Project Management Team

- ◆ Planning Resources and Performance
 - errors and omissions
 - low accuracy of estimates (allowances)
 - data inadequacies
 - level of liability insurance
 - potential for misinterpretation / misunderstanding of documents
 - planning inexperience
- ◆ Construction Resources Required & Performance
 - level of liability insurance
 - design versus execution methods
 - suitability of execution methods to design
 - commissioning issues (start up / turnover difficulties)
 - contractor construction strategy
 - reputation of contractor
 - contractor financial stability
 - contractor inexperience
 - resources obtained less qualified than desired
 - availability / suitability / performance of resource



Project Scope Delivery

- ◆ Delivery of Specified Requirement
 - accuracy of client requirements in terms of cost/ schedule / performance / quality and ability to interface with existing environment
 - conflicting client priorities
 - low level of client knowledge

- ◆ Unstated Client Requirements
 - completeness of client requirements in terms of cost/ schedule / performance / quality and ability to interface with existing environment
 - restricted working conditions
 - opportunities for changes / positive impact

- ◆ Stakeholder Requirements, Stated and Unstated
 - low involvement of user groups in scope of definition
 - interface with existing systems
 - restricted working conditions
 - operational needs

Site / Asset / Building Actual Conditions

- ◆ Actual Physical Environment
 - availability / accuracy of as built documentation and existing condition reports
 - high variability / low stability of soils
 - potential for soil contamination
 - presence of hazardous materials
 - availability / access to site
 - presence of other contractors on site
 - climate (winter conditions, rain, wind, water levels)

Government / PWGSC / Client / Context

- ◆ Impact on Adjacent Areas Actual
 - impact on adjacent areas (land / tenants/ traffic / operations)
- ◆ Impact from External Sources
 - legal lawsuits, patent rights, licensing, etc.
 - political impacts including visibility of project
 - social sensibilities
 - potential strikes
 - market risks
 - bad press (media coverage)
- ◆ Impact from Unanticipated Regulatory Change
 - environmental legislation and environmental screening
 - potential changes to Acts, Codes and Regulations
 - municipal building / occupancy permit issues
- ◆ Procedures Known
 - suitability of tender documents
 - suitability of contracting method
 - delays in tendering process
 - client internal coordination
 - change order process
- ◆ Plan Approval / Design Reviews
 - approvals may be required from Client, PWGSC, Treasury Board, FHBRO, Fire Commissioner, Police, Emergency Services, Municipalities, Cities, etc.
 - absence of Investment Analysis
 - unstable / changing client organization
 - heritage building issues
 - health and safety issues
 - potential for “hold orders”
 - design review delays (client / PWGSC / TBS / other)
 - approval delays (client / PWGSC / TBS / other)

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

Last updated 2011-07-28

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.			

Item	Verified by:	Comments:	Action by:
Specifications:			
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 drawings and specification sections with the correct number of pages and correct drawing titles and section names.			

Item	Verified by:	Comments:	Action by:
Specifications:			
14 Regional requirements			
14a General Instructions are included (Section 01 11 01 for Quebec region).			
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.			
1b The project information in the title block is coordinated between disciplines.			
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.			

Item	Verified by:	Comments:	Action By:
Drawings:			
7 Respect of PWGSC standards for electronic format			
7a The electronic format of drawings respects the current CADD standards of PWGSC.			
7b The electronic format of drawings and specifications, in English and French, respects the PWGSC directory structure for electronic tender documents.			

I confirm that the plans and specifications of all disciplines 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 11 01 – Work related general information

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 for Drawings and Specifications

Last updated April 22, 2008

Project No: _____

Index
Page 1 of ____

DRAWINGS AND SPECIFICATIONS

SPECIFICATIONS:

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

DIVISION	SECTION	NO. OF PAGES
DIVISION 01	01 11 01 – Work related general information.....XX
	01 14 25 - Designated Substances Report.....XX
	01 35 29.06 - Health and Safety.....XX
DIVISION 23	23 xx xx	
DIVISION 26	26 xx xx	

DRAWINGS:

SPEC NOTE: List all Drawings by number and title.

C-1	Civil and landscaping
A-1	Architectural
S-1	Structural
M-1	Mechanical
E-1	Electrical

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 now 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).

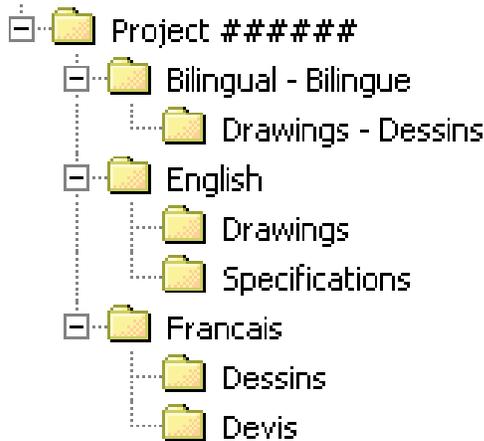
There is therefore a need to adopt a common directory structure and file-naming convention to ensure that the information made available to contractors electronically and in hard (printed) copy is in accordance with the sequence adopted in the real property industries, both for design and construction. 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.

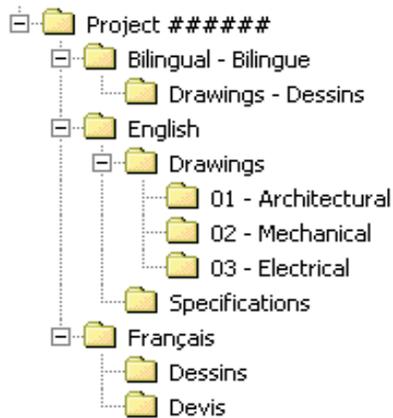
1.2 4th Tier Sub-Folders for Drawings

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

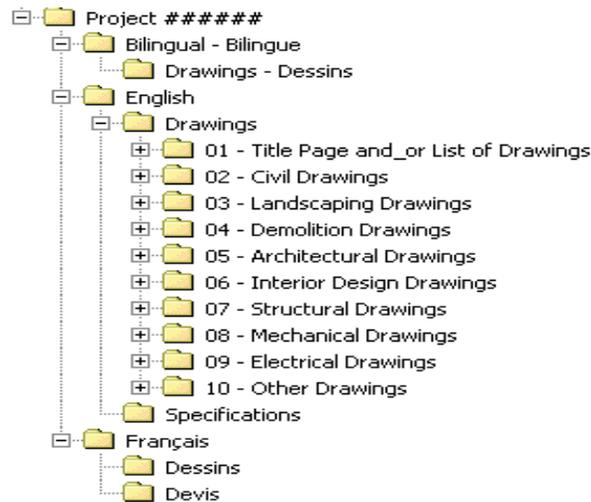
Because the order of appearance of the sub-folders on the screen will also determine the order of printing, it is necessary to start with a number the identification name of the sub-folders in the “*Drawings – Dessins*”, “*Drawings*” and “*Dessins*” folders.

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:

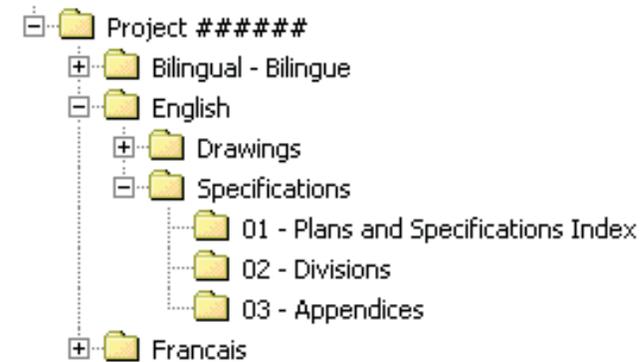
- The alphanumerical sorting is done on an ascending order;
- The alphanumerical order of the sub-folders determines the order of appearance on the screen as well as the order of printing (as an example: all the drawing PDF files in the 01 sub-folder will be printed in alphanumerical order before the 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

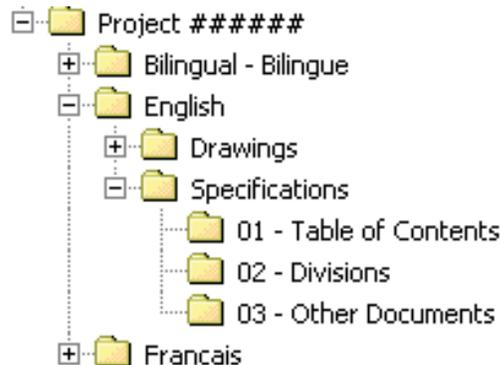
The “*Specifications*” and “*Devis*” folders must have 4th Tier sub-folders created to reflect the various elements of the specifications.

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:

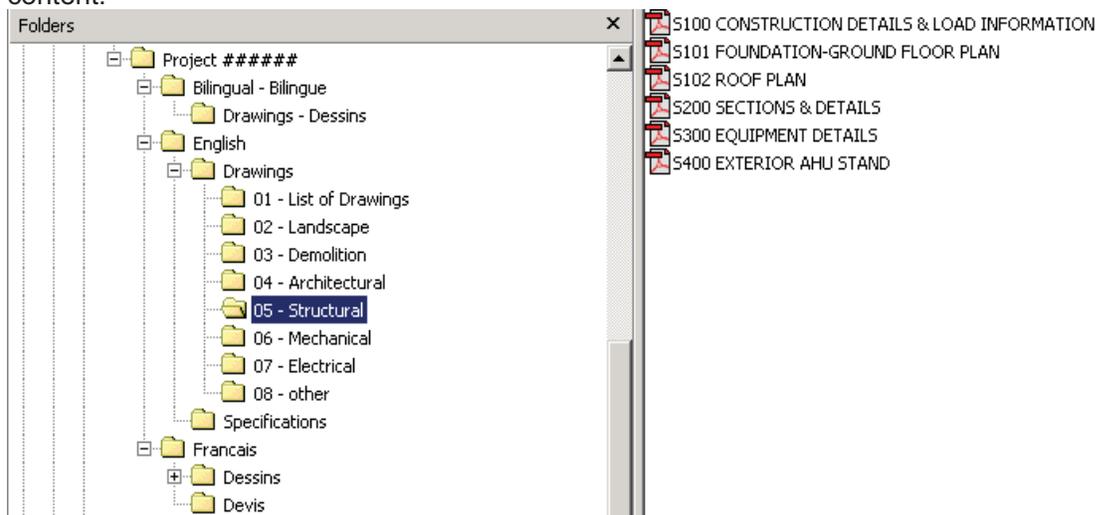
= A two digit number ranging from 01 to 99 (leading zeros must be included)

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:

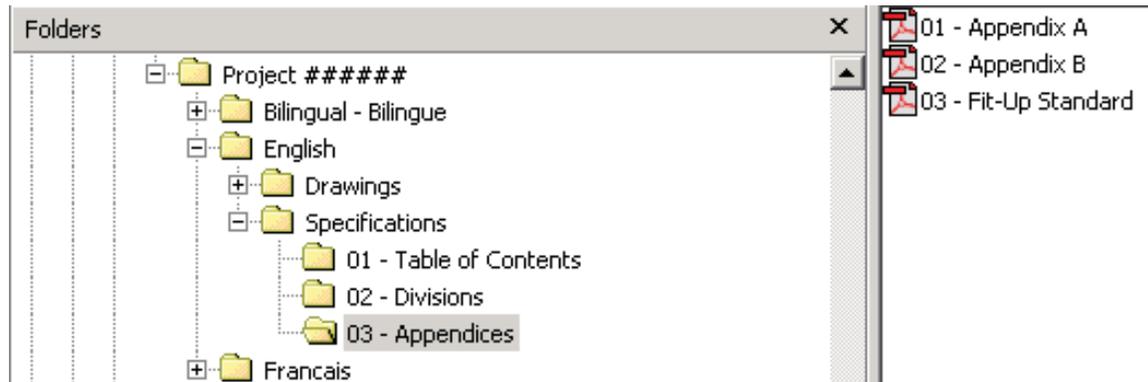
- Y

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)

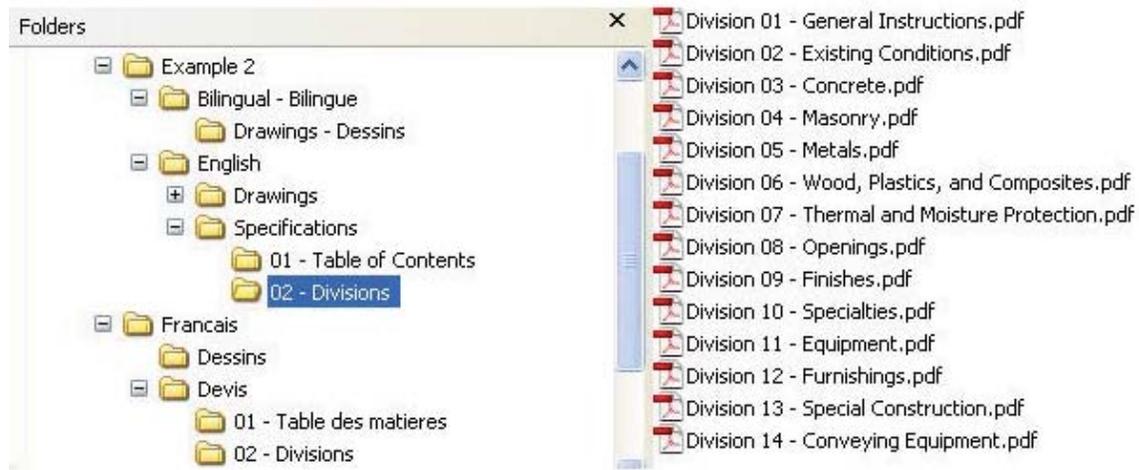
Y = Name of the Specifications Division as per **CSC/CSI MasterFormat™**

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.

1.0 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.

2.0 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.

3.0 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.

4.0 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.

5.0 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.

6.0 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

7.0 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.