

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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11 rue Laurier
Place du Portage, Phase III
Core 0A1/Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

Title - Sujet Arch Heritage Conservation	
Solicitation No. - N° de l'invitation EN388-142343/A	Date 2014-07-30
Client Reference No. - N° de référence du client 20142343	GETS Ref. No. - N° de réf. de SEAG PW-\$\$FE-170-65449
File No. - N° de dossier fe170.EN388-142343	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-09-17	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Lanthier(fe170), Marc	Buyer Id - Id de l'acheteur fe170
Telephone No. - N° de téléphone (819)956-6753 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: National Capital Area Region de la capitale nationale	
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.	

**Request For a Standing Offer
Demande d'offre à commandes**

Departmental Individual Standing Offer (DISO)

Offre à commandes individuelle du département(OCID)

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

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

Comments - Commentaires

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Consultant Services Division/Division des services
d'experts-conseils
11 Laurier St./11 Rue Laurier
3C2, Place du Portage
Phase III
Gatineau, Québec K1A 0S5

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

EN388-142343/A

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

20142343

Amd. No. - N° de la modif.

File No. - N° du dossier

fe170EN388-142343

Buyer ID - Id de l'acheteur

fe170

CCC No./N° CCC - FMS No/ N° VME

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REQUEST FOR STANDING OFFER (RFSO)

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SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

SI 1 INTEGRITY PROVISIONS - ASSOCIATED INFORMATION

By submitting a proposal, the Proponent certifies that the Proponent and his Affiliates are in compliance with the provisions as stated in the Integrity Provisions clause of the General Instructions to Proponents. The associated information required within the Integrity Provisions 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 Employment and Social Development Canada (ESDC)-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.

Canada will also have the right to terminate the Call-up for default if a Consultant, or any member of the Consultant if the Consultant is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the contract.

The Proponent must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification (see Appendix A - Declaration/Certifications Form), before the issuance of a Standing Offer. If the Proponent is a Joint Venture, the Proponent must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

SI 3 SECURITY REQUIREMENTS

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

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

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

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

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GENERAL INSTRUCTIONS TO PROPONENTS

Integrity Provisions - Proposal

1. Proponents must comply with the [Code of Conduct for Procurement \(http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html). In addition, proponents must respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the RFSO, Standing Offer (SO) and any resulting contracts, and submit proposals as well as enter into contracts only if they will fulfill all obligations of the contract.
2. By submitting an offer, proponents confirm that they 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 requested is missing or inaccurate, or in respect of which the information contained in the certifications is found by Canada to be untrue in any respect, at the time of issuance of the Standing Offer (SO) by Canada. If it is determined, after issuance of the SO, that the Proponent made a false declaration, Canada will, following a notice period, have the right to set aside the SO and to terminate for default any resulting contracts. The Proponent will be required to diligently maintain up-to-date the information 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 in these Integrity Provisions during the period of any SO arising from this RFSO and any resulting call-ups.
3. **Affiliates**
For the purpose of these Integrity Provisions, 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 these Integrity Provisions 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 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. 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 provide the names within the time frame specified 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 the Proponent provide properly completed and signed consent forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms and associated information within the time frame provided, or failure to cooperate to the verification process will result in the proposal being declared non-responsive.

5. The Proponent must diligently inform Canada in writing of any changes affecting the list of names of directors during this procurement process as well as during the period of any Standing Offer arising from this RFSO and any resulting call-ups. The Proponent must also, when requested, provide Canada with properly completed and signed 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 in these Integrity Provisions, 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 resulting call-ups if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.

8. Time Period

The Time Period is 10 years and is measured from the date of the conviction or from the date of the conditional or absolute discharge.

In addition, for a conviction under paragraphs a. or b. of subsection 9, following the 10-year period, a pardon or a record suspension must have been obtained, or capacities must have been restored by the Governor in Council. The Proponent must therefore provide with its bid or promptly afterwards a copy of confirming documentation from an official source for its certification to be found true by Canada for the purpose of these Integrity Provisions. If the documentation has not been received by the time the evaluation of bids is completed, Canada will inform the Proponent of a time frame within which to provide the information. Failure to comply within the time frame specified will render the bid non-responsive.

9. By submitting a proposal, the Proponent certifies that neither the Proponent nor any of the Proponent's Affiliates have been convicted of an offence or received a conditional or an absolute discharge under any of the following provisions, unless the time period, as defined in the Time Period subsection, has elapsed:
 - 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*, or
 - c. section 119 (*Bribery of judicial officers, etc.*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the *Criminal Code*, or
 - d. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of 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*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) 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*.

The Proponent also 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 Request for Standing Offers and any resulting call-ups, unless a pardon or a record suspension has been obtained or capacities restored by the Governor in Council, as defined in the Time Period subsection.

10. Foreign Offences

The Proponent also certifies that, within a period, as defined in the Time Period subsection, neither the Proponent nor any of the Proponent's Affiliates have been convicted of or have received a conditional or an absolute discharge, under any foreign offence that Canada deems to be of similar constitutive elements to the offences listed in these Integrity Provisions. Canada will also consider foreign measures declared by Canada to be similar in nature to the Canadian pardon, record suspension, or restoration of capacities by the Governor in Council.

11. Sub-consultants

The Proponent must ensure that subcontracts include Integrity Provisions no less favourable to Canada than those imposed in the resulting contract.

12. Preventive Measures associated with the Time Period

In cases where the period (as defined in the Time Period subsection), for a conviction, or a conditional or an absolute discharge of the Proponent or any of the Proponent's Affiliates has elapsed, then the Proponent must also certify for itself and for its Affiliates that measures have been diligently put in place in order to avoid the reoccurrence of such convictions or reprehensible actions.

13. Public Interest Exception

Proponents understand that Canada may issue a Standing Offer with a proponent where the Proponent or the Proponent's Affiliates have been convicted of or have received a conditional or an absolute discharge for an offence specified in these Integrity Provisions, when required to do so by law or legal proceedings, or when Canada in its sole discretion considers it necessary to the public interest for reasons which include, but are not limited to:

- o no one else is capable of performing the contract;
- o emergency;
- o national security;
- o health and safety;
- o economic harm.

If all proposals are found non-responsive for reason of a listed relevant conviction or act, then Canada may invoke the public interest exception, as described in the paragraph above. In such cases, only proposals containing a declaration concerning a relevant offence or act will be further considered. Canada may also elect to procure outside of the present process. In all cases, Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

14. Non-application

For governments, as well as entities controlled by a government, including Crown corporations, the present Integrity Provisions are reduced to complying with article 750 of the *Criminal Code*, the Government Contract Regulations and the *Code of Conduct for Procurement*.

GI 1 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) is inviting architectural consulting firms with experience in heritage and conservation consulting services to work with a team of sub-consultants which include a Conservation Structural engineer, Masonry Conservator, Wood and Window Conservator, and Metal Conservator to submit proposals for Standing Offers. The selected consultants shall provide a range of services as identified in the Required Services section of this document for building projects in the National Capital Area.
2. Proponents shall be licensed or eligible to be licensed to practise in the province of Quebec or Ontario. If a Proponent is licensed to practise in only one of the two provinces, then that Proponent must be eligible and willing to be licensed in the province in which they are not licensed. Firms should be able to demonstrate successful delivery of these services for a broad variety of projects over the last 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, each for a period of three (3) years from the date of issuing the Standing Offers plus Canada will hold an irrevocable option to extend the term of the Standing Offer by up to one (1) additional one (1) year period under the same conditions. The total dollar value of all Standing Offers is estimated to be \$3,000,000.00 (Applicable Taxes included), and \$3,000,000.00 for the option periods (Applicable taxes included). Individual call-ups will vary, up to a maximum of \$1,000,000.00 (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. This procurement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the World Trade Organization - Agreement on Government Procurement (WTO-AGP) and the Canada-Peru Free Trade Agreement / Canada-Columbia Free Trade Agreement.

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:

Public Works and Government Services Canada
Real Property Contracting Directorate

3C2, Phase III, Place du Portage
Gatineau, Quebec
K1A 0S5

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

GI 4 DEPARTMENTAL REPRESENTATIVE

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

GI 5 QUANTITY

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

GI 6 PWGSC OBLIGATION

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

GI 7 RESPONSIVE PROPOSALS

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

GI 8 COMMUNICATIONS - SOLICITATION PERIOD

1. Questions or requests for clarification during the solicitation period must be submitted in writing to the Contracting Authority named on the Request for Standing Offer - Page 1 as early as possible. **Enquiries should be received no later than ten (10) working days prior to the closing date identified on the front page of the Request for Standing Offer.** Enquiries received after that time may not be answered.
2. To ensure the integrity of the competitive bid process, enquiries and other communications regarding the RFSO must be directed only to the Contracting Authority identified in the RFSO. Failure to comply with this requirement may result in the proposal being declared non-responsive.
3. To ensure consistency and quality of information provided to proponents, significant enquiries received and their replies will be posted on the Government Electronic Tendering Service (GETS).

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

GI 10 SUBMISSION OF PROPOSAL

1. Canada requires that each proposal, at closing date and time or upon request from the Contracting Authority, be signed by the Proponent or by an authorized representative of the Proponent. If a proposal is submitted by a joint venture, it must be in accordance with section GI18.
2. It is the Proponent's responsibility to:
 - a) obtain clarification of the requirements contained in the Request for Standing Offer, if necessary, before submitting a proposal;
 - b) submit an original of the proposal plus the specified number of copies, duly completed, IN THE FORMAT REQUESTED, on or before the closing date and time set for receipt of proposals;
 - c) send its proposal only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the Request for Standing Offer or to the address specified in the Request for Standing Offer;
 - d) ensure that the Proponent's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the proposal; and
 - e) provide a comprehensive and sufficiently detailed proposal that will permit a complete evaluation in accordance with the criteria set out in the Request for Standing Offer.
3. The technical and price components of the proposal must be submitted in separate, easily identified envelopes in accordance with the instructions contained in the proposal document. Both envelopes shall be submitted as one package which shall clearly and conspicuously display and indicate on the outside of the package the information identified in paragraph 2. d) above.
4. Timely and correct delivery of proposals to the office designated for receipt of proposals is the sole responsibility of the Proponent. Public Works and Government Services Canada will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of proposals are the responsibility of the Proponent.
5. The evaluation of proposals may result in authorization to utilize one or more Standing Offers in whole or in part, taking into consideration the evaluation criteria and selection method stated

herein. The lowest or any proposal will not necessarily be authorized. In case of error in the calculation of prices, the unit prices will govern.

6. The proposal should completely and thoroughly address each element of the requirements as enumerated in the Request for Standing Offer. It is also essential that the elements contained in the proposal be stated in a clear and concise manner.
7. Proposal documents and supporting information may be submitted in either English or French.
8. Canada will make available Notices of Proposed Procurement (NPP), RFSOs 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, RFSO 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 Proponent to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Proponent's part nor for notification services offered by a third party.

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.
 - (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](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf), 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 the Proponent is unable to provide the services of an individual named in its proposal, the Proponent may propose a substitute with at least the same 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 Canada's approval in its sole discretion.

STANDING OFFER PARTICULARS (SP)

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

STANDING OFFER PARTICULARS

SP 1 GENERAL

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

SP 2 WITHDRAWAL/REVISION

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

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

SP 3 PERIOD OF THE STANDING OFFER

The period for placing call-ups against the Standing Offer shall be for three (3) years commencing from the start date identified on the Standing Offer.

The Consultant grants to Canada the irrevocable option to extend the period of the Standing Offer by up to one (1) additional one (1) year period under the same conditions. The Consultant agrees that, during the extended period of the Standing Offer, it will be paid in accordance with the applicable provisions as set out in the Price Proposal Form.

Canada may exercise this option at any time by sending a written notice to the Consultant at least thirty (30) calendar days before the expiry date of the Standing Offer. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a Standing Offer amendment.

SP 4 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$1,000,000.00 (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, consultants will be considered using a computerized distribution system. This system will track all call-ups assigned to each consultant and will maintain a running total of the dollar value of business distributed. The system will contain for each consultant an ideal business distribution percentage which has been established as follows; 35% of the business for the top ranked consultant, 28% for the 2nd ranked consultant, 21% for the 3rd ranked consultant, and 16% for the 4th ranked consultant. In the event fewer than four (4) consultants are successful, the undistributed % of business will be redistributed amongst the offerors being recommended using the following formula:

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

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

- b) The Consultant will be provided the scope of services and will submit a proposal to the Departmental Representative in accordance with the fixed hourly rates established under the Standing Offer. The Consultant's proposal shall include the category of personnel, name of personnel and the number of hours estimated/required to perform the services, as well as an estimate of proposed disbursements, if applicable. If the Consultant is unable to provide the services of an individual named in its proposal (submitted in response to the Request for Standing Offer), the Consultant may propose a substitute with at least the same qualifications and experience in the estimation of Canada. The Consultant must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement for Canada's approval in its sole discretion. If the Consultant is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.
- c) For services from a Specialist Consultant that is not named or for which discipline is not identified in the Standing Offer, the Consultant's proposal shall include the category and name of personnel as well as their hourly rate(s) with the number of hours estimated/required by the Specialist Consultant to perform these services. A time based fee to an upset limit or, where it is not possible or appropriate to agree upon a time based fee, a fixed fee will be established.
- d) For the preparation of bilingual documents, the Consultant shall estimate the required number of hours and multiply by the hourly rates established in the Standing Offer. If the services of a translation firm are required to produce bilingual documents, these costs shall be treated as a disbursement.
- e) A time based fee to an upset limit or, where it is not possible or appropriate to agree upon a time based fee, a fixed fee will be established in accordance with the hourly rate(s) established in the Standing Offer.

- f) Standing Offer holders not possessing the required security clearance at time of call up, will be bypassed and PWGSC will proceed to the next consultant who possesses the required security clearance and it is furthest away from the ideal business distribution.
- 2. The Consultant will be authorized in writing by the Contracting Authority to proceed with the services by issuance of a Call-up against the Standing Offer.
- 3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

SP 6 INVOICING

- 1. For prompt processing of invoices, include the following information on each invoice for payment:
 - a) PWGSC project number;
 - b) Invoicing period with dates;
 - c) Work done to justify invoice (short narrative) for services provided
 - d) Summary of costs as follows:

Amount this invoice	(1)	Fees + 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	Integrity Provisions - 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

- (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 six (6) years following completion of the *Services*.

5. If the verification is done after payment by Canada, the *Consultant* agrees to repay any overpayment immediately upon demand.

GC 11 National or Departmental Security

1. If the *Departmental Representative* is of the opinion that the Project is of a class or kind that involves national or departmental security, the *Consultant* may be required:
 - (a) to provide any information concerning persons employed for purposes of the Standing Offer unless prohibited by law;
 - (b) to remove any person from the Project and its site if that person cannot meet the prescribed security requirements; and
 - (c) to retain the Project *Technical Documentation* while in the *Consultant's* possession in a manner specified by the *Departmental Representative*.
2. Notwithstanding the provisions of GC 12, if the Project is of a class or kind that involves national or departmental security, the *Consultant* shall not issue, disclose, discard or use the Project *Technical Documentation* on another project without the written consent of the *Departmental Representative*.

GC 12 Rights to Intellectual Property

1. Definitions

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

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

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

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

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

2. Identification and Disclosure of Foreground

The *Consultant* shall:

- (a) promptly report and fully disclose to Canada all Foreground that could be Inventions, and shall report and fully disclose to Canada all other Foreground not later than the time of completion of the *Services* or such earlier time as Canada or the Standing Offer and/or Call-Up may require, and
- (b) for each disclosure referred to in (a), indicate the names of all *Sub-Consultants* at any tier, if any, in which IP Rights to any Foreground have vested or will vest.

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

3. IP Rights Vest with *Consultant*

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

4. Ownership Rights in Deliverables

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

5. Licence to Foreground

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

- (a) the construction or implementation of any building, built works, structures and facilities, contemplated by the Project;
- (b) the further development or alteration or evolution of any part of the constructed or implemented Project, including procurement of materials and components for this purpose;
- (c) the further development, modification (including additions or deletions), completion, translation, or implementation of the Foreground and any addition to it as *Canada* may require for the purposes of the completion, utilization and subsequent evolution of the Project;

- (d) the use, occupancy, operation, exploitation, maintenance, repair or restoration of the constructed or implemented or subsequently modified Project, including the procurement of replacement materials and components required for any such purpose; and
- (e) the publishing and transmission of reproductions of the Project or any part thereof in the form of paintings, drawings, engravings, photographs or cinematographic works, to the public, in hard copy or by any electronic or other means, except for copies in the nature of architectural drawings or plans.

6. Licence to Foreground for Other Projects

The *Consultant* hereby grants to *Canada* a non-exclusive, perpetual, world-wide, irrevocable licence to exercise all IP Rights that vest in the *Consultant* pursuant to paragraph GC 12.3 for the purpose of planning, designing and constructing or otherwise implementing any project other than the Project, and for any purpose set out in paragraph GC 12.5 as it relates to such other project. In the event that *Canada* exercises such IP Rights in 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.

- (b) Where the IP Rights in any Background or Foreground are or will be owned by a *Sub-Consultant*, the *Consultant* shall either obtain a licence from that *Sub-Consultant* that permits compliance with articles GC 12.5, GC 12.6 and GC 12.7 or shall arrange for the *Sub-Consultant* to convey directly to *Canada* the same rights by execution of the form provided for that purpose by *Canada* no later than the time of disclosure to *Canada* of that Background and Foreground.

10. Trade Secrets and Confidential Information

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

11. *Canada* Supplied Information

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

12. Transfer of IP Rights

- (a) If *Canada* takes the *Services* out of the *Consultant's* hands in accordance with GC 9 of the General Conditions, in whole or in part, or if the *Consultant* fails to disclose any Foreground in accordance with article GC 12.2, *Canada* may upon reasonable notice, require the *Consultant* to convey to *Canada* all of the IP Rights in the Foreground or in the case of a failure to disclose, all the IP Rights in the Foreground not provided. The IP Rights to be conveyed shall include the IP Rights in any Foreground that have vested or are to vest in a *Sub-Consultant*. In the case of IP Rights in Foreground which have been sold or assigned to a party other than a *Sub-Consultant*, the *Consultant* shall not be obligated to convey those IP Rights to *Canada*, but shall pay to *Canada* on demand an amount equal to the consideration which the *Consultant* received from the sale or assignment of the IP Rights in that Foreground or, in the case of a sale or assignment was not at arms length, the fair market value of the IP Rights in that Foreground, in each case including the value of future royalties or licence fees.
- (b) In the event of the issuance by *Canada* of a notice referred to in (a), the *Consultant* shall, at the *Consultant's* own expense and without delay, execute such conveyances or other documents relating to title to the IP Rights as *Canada* may require, and the *Consultant*

shall, at *Canada's* expense, afford *Canada* all reasonable assistance in the preparation of applications and in the prosecution of any applications for, or any registration of, any IP Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

- (c) Until the *Consultant* completes the performance of the *Services* and discloses all of the Foreground in accordance with article GC 12.2, and subject to the provisions of GC 11 National or Departmental Security, the *Consultant* shall not, without the prior written permission of *Canada*, sell, assign or otherwise transfer title to the IP Rights in any of the Foreground, or license or otherwise authorize the use of the IP Rights in any of the Foreground by any person.
- (d) In any sale, assignment, transfer or licence of IP Rights in Foreground by the *Consultant* except a sale or licence for end use of a product based on Foreground, the *Consultant* shall impose on the other party all of its obligations to *Canada* in relation to the IP Rights in the Foreground and any restrictions set out in the Standing Offer and/or Call-Up on the use or disposition of the IP Rights in the Foreground (and, if applicable, the Foreground itself), including the obligation to impose the same obligations and restrictions on any subsequent transferee, assignee or licensee. The *Consultant* shall promptly notify *Canada* of the name, address and other pertinent information in regard to any transferee, assignee or licensee.

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

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

GC 14 Status of Consultant

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

GC 15 Declaration by Consultant

The *Consultant* declares that:

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

GC 16 Insurance Requirements

1. General

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

2. Commercial General Liability

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

3. Professional Liability

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

GC 17 Resolution of Disagreements

1. In the event of a disagreement regarding any aspect of the *Services* or any instructions given under the Standing Offer and subsequent Call-ups:
 - (a) The *Consultant* may give a notice of disagreement to the *Departmental Representative*. Such notice shall be promptly given and contain the particulars of the disagreement, any changes in time or amounts claimed, and reference to the relevant clauses of the Standing Offer and Call-up;
 - (b) The *Consultant* shall continue to perform the *Services* in accordance with the instructions of the *Departmental Representative*; and
 - (c) The *Consultant* and the *Departmental Representative* shall attempt to resolve the disagreement by negotiations conducted in good faith. The negotiations shall be conducted, first, at the level of the *Consultant's* project representative and the *Departmental Representative* and, secondly and if necessary, at the level of a principal of the *Consultant* firm and a senior departmental manager.
2. The *Consultant's* continued performance of the *Services* in accordance with the instructions of the *Departmental Representative* shall not jeopardize the legal position of the *Consultant* in any disagreement.
3. If it was subsequently agreed or determined that the instructions given were in error or contrary to the Standing Offer or Call-up, *Canada* shall pay the *Consultant* those fees the *Consultant* shall have earned as a result of the change(s) in the *Services* provided, together with those reasonable disbursements arising from the change(s) and which have been authorized by the *Departmental Representative*.
4. The fees mentioned in GC 17.3 shall be calculated in accordance with the Terms of Payment set out in the Standing Offer and the relevant Call-up.
5. If the disagreement is not settled, the *Consultant* may make a request to the *Departmental Representative* for a written departmental decision and the *Departmental Representative* shall give notice of the departmental decision within fourteen (14) *days* of receiving the request, setting out the particulars of the response and any relevant clauses of the Standing Offer or Call-up.
6. Within fourteen (14) *days* of receipt of the written departmental decision, the *Consultant* shall notify the *Departmental Representative* if the *Consultant* accepts or rejects the decision.
7. If the *Consultant* rejects the departmental decision, the *Consultant*, by notice may refer the disagreement to *Mediation*.
8. If the disagreement is referred to *Mediation*, the *Mediation* shall be conducted with the assistance of a skilled and experienced mediator chosen by the *Consultant* from a list of mediators proposed

by Canada, and departmental *Mediation* procedures shall be used unless the parties agree otherwise.

9. Negotiations conducted under the Standing Offer and any resulting Call-up, including those conducted during *Mediation*, shall be without prejudice.

GC 18 Amendments

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

GC 19 Entire Agreement

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

GC 20 Contingency Fees

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

GC 21 Harassment in the Workplace

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

GC 22 Taxes

1. 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) (<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 Integrity Provisions - 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, the Consultant must also comply with the terms set out in this section.
2. The Consultant confirms that it 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 requested, or if the Consultant or any of the Consultant's Affiliates fail to remain free and clear of any acts or convictions specified in these Integrity Provisions during the period of the Standing Offer, such false declaration or failure to comply may result, following a notice period, 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. **Affiliates**
For the purpose of these Integrity Provisions, 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 these Integrity Provisions which has the same or similar management, ownership, or principal employees, as the case may be.

4. The Consultant who is incorporated or who is a sole proprietorship has already provided a list of names of all individuals who are directors of the Consultant or the name of the owner. The Consultant who has submitted a proposal as a joint venture has already provided a list of names of all directors, or the name of the owner, for each member of the joint venture. The Consultant must diligently inform Canada in writing of any changes affecting the list of names of directors during the period of the Standing Offer and the period of any resulting contracts. The Consultant must also, when requested, provide Canada with properly completed and signed consent forms and associated information, and cooperate to the verification process.
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 in these Integrity Provisions 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. Time Period

The Time Period is 10 years and is measured from the date of the conviction or from the date of the conditional or absolute discharge.

In addition, for a conviction under paragraphs a. or b. of subsection 8, following the 10-year period, a pardon or a record suspension must have been obtained, or capacities must have been restored by the Governor in Council. The Consultant must therefore provide a copy of confirming documentation from an official source for its certification to be found true by Canada for the purpose of these Integrity Provisions.

8. The Consultant certifies that neither the Consultant nor any of the Consultant's Affiliates have been convicted of an offence or received a conditional or an absolute discharge under any of the following provisions, unless the time period, as defined in the Time Period subsection, has elapsed:
 - 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*, or
 - c. section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the *Criminal Code*, or

- d. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of 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*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) 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*.

The Consultant also certifies that no one convicted under any of the provisions under a. or b. are to receive any benefit under a contract resulting from this Standing Offer, unless a pardon or a record suspension has been obtained or capacities restored by the Governor in Council, as defined in the Time Period subsection.

9. Foreign Offences

The Consultant also certifies that, within a period, as defined in the Time Period subsection, neither the Consultant nor any of the Consultant's Affiliates have been convicted of or have received a conditional or an absolute discharge, under any foreign offence that Canada deems to be of similar constitutive elements to the offences listed in these Integrity Provisions. Canada will also consider foreign measures declared by Canada to be similar in nature to the Canadian pardon, record suspension, or restoration of capacities by the Governor in Council.

10. Sub-consultants

The Consultant must ensure that subcontracts include Integrity Provisions no less favourable to Canada than those imposed in the resulting contract.

11. Non-application

For governments, as well as entities controlled by a government, including Crown corporations, the present Integrity Provisions are reduced to complying with article 750 of the *Criminal Code*, the *Government Contract Regulations* and the *Code of Conduct for Procurement*.

0000DA SUPPLEMENTARY CONDITIONS

SC 1 Language Requirements

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

SC 2 Federal Contractors Program for Employment Equity - Setting aside and Default by the Consultant

The Consultant understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Consultant and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer and contract. If the AIEE becomes invalid, the name of the Consultant will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer and will constitute the Consultant in default as per the terms of 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;
 - (b) transportation costs for material samples and models additional to that specified in the Standing Offer Brief;

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

9999DA CONSULTANT SERVICES

CS 1 Services

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

CS 2 Standard of Care

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

CS 3 Time Schedule

The *Consultant* shall:

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

CS 4 Project Information, Decisions, Acceptances, Approvals

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

CS 5 Changes in Services

The *Consultant* shall:

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

CS 6 Codes, By-Laws, Licences, Permits

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

CS 7 Provision of Staff

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

CS 8 Sub-Consultants

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

CS 9 Cost Control

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

1. Throughout Project development, the *Construction Cost Estimate* prepared by the *Consultant* shall not exceed the *Construction Cost Limit*.
2. In the event that the *Consultant* considers that the *Construction Cost Estimate* will exceed the *Construction Cost Limit*, the *Consultant* shall notify the *Departmental Representative* and
 - (a) if the excess is due to factors under the control of, or reasonably foreseeable by the *Consultant*, the *Consultant* shall, if requested by the *Departmental Representative*, and at no additional cost to *Canada*, make such changes or revisions to the design as may be necessary to bring the *Construction Cost Estimate* within the *Construction Cost Limit*; or
 - (b) if the excess is due to factors that are not under the control of the *Consultant*, changes or revisions may be requested by the *Departmental Representative*. Such changes or revisions shall be undertaken by the *Consultant* at *Canada*'s expense, and the cost involved shall become an amount to be mutually agreed, prior to performance of the said changes or revisions.

3. If the lowest price obtained by bid process or negotiation exceeds the *Construction Cost Limit*, and if the excess is due to reasons within the control of, or reasonably foreseeable by the *Consultant*, the *Consultant* shall, if requested by the *Departmental Representative*, and without additional charge, be fully responsible for revising the Project scope and quality as required to reduce the construction cost and shall modify the construction documents as necessary to comply with the *Construction Cost Limit*.

2000DA CALCULATION OF FEES

CF 1 Fee Arrangement(s) for Services

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

CF 2 Payments for Services

1. Payments in respect of the fixed fee shall be made upon satisfactory performance of the *Services* but such payments shall not exceed the amount(s) as specified in the Call-up, for each *Service*.
2. Payments in respect of the time based fee arrangement shall be made upon satisfactory performance of the *Services* but such payments shall not exceed the amount(s) as specified in the Call-up, for each *Service*.
3. Progress payments, in respect of all fee arrangements, shall be made in accordance with TP 2 in clause 9998DA, Terms of Payment, of the Standing Offer, but such payments shall not exceed the value of the fee indicated for each *Service* under consideration.
4. If, for reasons attributable to the *Consultant*, a price cannot be obtained by a tender or negotiation within the *Construction Cost Limit*, or acceptable to the *Departmental Representative* for the award of the *Construction Contract*, the *Consultant* shall be entitled to receive payment for the tender call, bid evaluation and construction contract award *Services*, only when the requirements of CS 9.3, in clause 9999DA, Consultant Services and Departmental Responsibilities, have been met.

APPENDIX A

Declaration/Certifications Form

Declaration / Certifications Form (page 1 of 5)

Name of Proponent:

Street Address:

Mailing Address (if different than street address)

City:

City:

Prov./Terr./State:

Prov./Terr./State:

Postal/ZIP Code:

Postal/ZIP Code:

Telephone Number:()

Fax Number: ()

E-Mail:

Procurement Business Number:

Type of Organization

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 5)

Federal Contractors Program for Employment Equity - Certification

I, the Proponent, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a proposal non-responsive, or may set-aside a Standing Offer, or will declare a consultant in default, if a certification is found to be untrue, whether during the proposal evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Proponent's certifications. Failure to comply with any request or requirement imposed by Canada may render the proposal non-responsive, may result in the Standing Offer set-aside, or constitute a default under the contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's website](#).

Date: _____(YY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check one of the following:

- A1. The Proponent certifies having no work force in Canada.
- A2. The Proponent certifies being a public sector employer.
- A3. The Proponent certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Proponent certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Proponent certifies having a combined workforce in Canada of 100 or more employees; and
 - A5.1. The Proponent certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Proponent certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Proponent is not a Joint Venture.

OR

- B2. The Proponent is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the General Instructions to Proponents)

Declaration / Certifications Form (page 3 of 5)

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 awarded to FPS, proponents must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required 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 with Canada's request and meet the requirement within the prescribed time frame will render the proposal non-responsive.

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the 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 4 of 5)

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.

Declaration / Certifications Form (page 5 of 5)

Name of Proponent:

This Declaration forms part of the offer.

Education, Professional Accreditation and Experience:

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

DECLARATION:

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

Name (print): _____

Capacity: _____

Signature _____

Telephone Number: () _____

Fax Number: () _____

E-mail: _____

Date: _____

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

This Appendix A should be completed and submitted with the proposal, but may be submitted afterwards as follows: if any of these required certifications is not completed and submitted with the proposal, the Contracting Authority will inform the Proponent of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided 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 all inclusive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to: proponents must provide an all inclusive hourly rate for each indicated position. In the event that the firm consists of fewer personnel than listed, provide an all inclusive hourly rate that corresponds with each position listed. The all inclusive hourly rate provided must be equal to or greater than the all inclusive hourly rate provided for the position listed below it. For example, if the firm does not have an Intermediate Personnel, the all inclusive hourly rate provided must be equal to or greater than the all inclusive hourly rate provided for the Junior Personnel. The all inclusive hourly rate for any given category of personnel cannot be \$0 or nil value. Failure to insert an hourly rate for each position listed will render your proposal non-responsive.
5. The all inclusive 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 all inclusive 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 National Joint Council Travel Directive.
7. Fixed hourly rates for each Category of Personnel are to be provided in columns B and D and multiplied by the weight factor % in column A (provided for evaluation purpose only). Sub-totals of columns C and E are then multiplied by the identified weight factor % of each period and the results are added for evaluation purposes.

APPENDIX B - PRICE PROPOSAL

Name of Proponent: _____

Address: _____

Table A

Category A Of Personnel	Work Percentage Weight Factor	Fixed Hourly Rates 1 st & 2 nd Year	Sub-total Amounts 1 st & 2 nd Year		Fixed Hourly Rates 3 rd Year	Subtotal Amounts 3 rd Year		Fixed Hourly Rates 4 th Year (Option)	Subtotal Amounts 4 th Year	
	(A)	(B)	(C) = (A x B)		(D)	(E) = (A x D)		(F)	(G) = (A x F)	
Partners or Principals of the Firm	10%	\$	\$		\$	\$		\$	\$	
Senior Architect	35%	\$	\$		\$	\$		\$	\$	
Intermediate Architect	25%	\$	\$		\$	\$		\$	\$	
Junior Architect	15%	\$	\$		\$	\$		\$	\$	
Technician	15%	\$	\$		\$	\$		\$	\$	
Sub-Totals			\$			\$			\$	
Multiply by		50%	\$	+	25%	\$	+	25%	\$	
Total Evaluation for A									=	\$

**Table B
Structural Engineer**

Category B Of Personnel	Work Percentage Weight Factor	Fixed Hourly Rates 1 st & 2 nd Year	Sub-total Amounts 1 st & 2 nd Year		Fixed Hourly Rates 3 rd Year	Subtotal Amounts 3 rd Year		Fixed Hourly Rates 4 th Year (Option)	Subtotal Amounts 4 th Year	
	(A)	(B)	(C) = (A x B)		(D)	(E) = (A x D)		(F)	(G) = (A x F)	
Partners or Principles of the Firm	10%	\$	\$		\$	\$		\$	\$	
Senior Engineer	35%	\$	\$		\$	\$		\$	\$	
Intermediate Engineer	25%	\$	\$		\$	\$		\$	\$	
Junior Engineer	15%	\$	\$		\$	\$		\$	\$	
Technician	10%	\$	\$		\$	\$		\$	\$	
Sub-Totals			\$			\$			\$	
Multiply by		50%	\$	+	25%	\$	+	25%	\$	
Total Evaluation for B									=	\$

Table C

Category C Of Personnel		Fixed Hourly Rates			Fixed Hourly Rates			Fixed Hourly Rates	
		1 st & 2 nd Year (B)			3 rd Year (D)			4 th Year (Option) (F)	
Masonry Conservator		\$			\$			\$	
Wood and Window Conservator		\$			\$			\$	
Metal Conservator		\$			\$			\$	
Sub-Totals		\$			\$			\$	
Multiply by	50%	\$	+	25%	\$	+	25%	\$	
Total Evaluation for C								=	\$

Summary Table D

Category		
Total for Evaluation A		\$
Total for Evaluation B		\$
Total for Evaluation C	+	\$
Grand Total for evaluation purposes	=	\$

* Refer to Standing Offer Particulars SP 3 Period of the Standing Offer.

Signature of Consultant or Joint Venture Consultants

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signature

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signature

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capacity

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capacity

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signature

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signature

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capacity

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capacity

END OF PRICE PROPOSAL FORM

APPENDIX C

Team Identification

For details on this format, please see SRE in the Request For Standing Offer.

The prime consultant and other members of the Consultant Team shall be, 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 providing the information below for Architect and Engineer, the following terminology is recognized:

- Senior: greater than twelve (12) years experience
- Intermediate: between five (5) and twelve (12) years experience
- Junior: less than five (5) years experience

I. Prime Consultant:

Architect with heritage conservation experience

Firm Name :

For each key individuals provide level (senior, intermediate or junior), professional licensing status and years of experience.

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II. Key Sub-Consultants:

Structural Engineer with heritage conservation experience

Firm Name :

For each key individuals provide level (senior, intermediate or junior), professional licensing status and years of experience.

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Masonry Conservator

Firm Name :

For each key individuals provide level (senior, intermediate or junior), professional licensing status and years of experience.

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.....

Wood and Window Conservator

Firm Name :

For each key individuals provide level (senior, intederminate or junior), professional licensing status and years of experience.

.....
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.....
.....

Metal Conservator

Firm Name :

For each key individuals provide level (senior, intederminate or junior), professional licensing status and years of experience.

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Appendix D

Doing Business with the National Capital Area



Doing Business with the National Capital Area (NCA)



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

SECTION 1 INTRODUCTION

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

SECTION 2 PWGSC NATIONAL CADD STANDARD

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

Refer to:

<http://www.tpsgc-pwgsc.gc.ca/biens-property/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.

SECTION 3 GUIDE TO PREPARATION OF CONSTRUCTION DOCUMENTS FOR PWGSC

1 Purpose

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

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

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

2 Principles of PWGSC Contract Documents

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

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

3 Quality Assurance

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

SPECIFICATIONS

1 National Master Specification

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

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

2 Specification Organization

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

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

3 Terminology

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

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

4 Dimensions

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

5 Standards

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

- CSA standards: <http://www.csa.ca>
- CGSB standards: <http://www.pwgsc.gc.ca/cgsb>
- ANSI standards: <http://www.ansi.org>
- ASTM Standards: <http://www.astm.org>
- ULC standards: <http://www.ulc.ca>
- General reference of standards: <http://www.cssinfo.com>

The NMS website (<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 [_____].

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

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

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

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

Designated Contractor

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

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

Designated Contractor

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

and in Part 2 as Materials

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

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

Acceptable materials

.1 The only acceptable materials are [] .”

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

7 Unit Prices

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

Use the following wording:

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

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

Sample of Unit Price Table:

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

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

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

8 Cash Allowances

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

9 Warranties

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

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

Delete all references to manufacturers' guarantees.

10 Scope of Work

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

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

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

12 Related Sections

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

13 Index

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

14 Regional Guide

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

15 Health and Safety

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

16 Designated Substances Report

Include "Section 01 14 25 - Designated Substances Report"

17 Subsurface Investigation Reports

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

Subsurface investigation report(s)

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

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

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

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

18 Experience and Qualifications

Remove experience and qualification requirements from specification sections.

19 Prequalification and Pre-award submissions

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

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

20 Contracting Issues

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

Remove all references within the specifications, to the following:

- General Instructions to Bidders
- General Conditions
- CCDC documents
- Priority of documents
- Security clauses
- Terms of payment or holdback
- Tendering process
- Bonding requirements
- Insurance requirements
- Alternative and separate pricing
- Site visit (Mandatory or Optional)
- Release of Lien and deficiency holdbacks

DRAWINGS

1 Title Blocks

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

2 Dimensions

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

3 Trade Names

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

4 Specification Notes

No specification type notes are to appear on any drawing.

5 Terminology

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

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

6 Information to be included

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

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

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

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

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

ADDENDA

1 Format

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

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

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

2 Content

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

DOCUMENTATION

Translation

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

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

Consultant shall provide:

- Per construction document submission, a completed and signed Checklist for the Submission of Construction Documents. See Appendix 'A'.
- Specification: originals printed one side on 216 mm x 280 mm white bond paper.
- Index: as per Appendix 'C'
- Addenda (if required): as per Appendix 'B' (to be issued by PWGSC).
- Drawings: reproducible originals, sealed and signed by the design authority.
- Tender information:
 - Including a description of all units and estimated quantities to be included in unit price table.
 - Including a list of significant trades including costs. PWGSC will then determine which trades, if any, will be tendered through the Bid Depository.
 - Government Electronic Tendering System (MERX): Consultants to provide an electronic true copy of the final documents (specifications and drawings) on one or multiple CD-ROM in Portable Document Format (PDF) without password protection and printing restrictions. The electronic copy of drawings and specifications is for bidding purposes only and do not require to be signed and sealed. See Appendix 'D' and Appendix 'E'.

PWGSC shall provide:

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



SECTION 4 CLASSES OF CONSTRUCTION COST ESTIMATES USED BY PWGSC

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

Class 'D' (Indicative) Estimate:

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

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

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

Class 'C' Estimate:

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

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

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

Class 'B' (Substantive) Estimate:

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

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

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

Class 'A' (Pre-Tender) Estimate:

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

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

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

SECTION 5 TIME MANAGEMENT

1 Time Management, Planning, and Control

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

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

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

1.1 Schedule Design

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

When building a Control System you must consider:

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

1.2 Schedule Development

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

Work Breakdown Structure

When developing the schedule the consultant needs to use PWGSC standards and practices. Two basic requirements are the National Project Management System

(NPMS) and a Work Breakdown Structure (WBS), structured supporting the NPMS (Levels 1-4).

The WBS is as follows:

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

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

Major and Minor Milestones

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

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

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

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

Activities

All activities will need to be developed based on Project Objectives, Project Scope , Major and Minor Milestones, meetings with the project team and the scheduler's full understanding of the project and 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 that 2 update cycles, with exception of activities not yet defined in a "Rolling Wave".

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

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

Project Logic

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

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

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

Activity Duration

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

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

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

Activity List

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

Milestone List

A Milestone List identifies all project Major and Minor milestones.

Master Schedule

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

Detailed Project Schedule

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

1.3 Schedule Review and Approval

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

When the schedule has been satisfactorily prepared the scheduler can present the detailed schedule to the Project Team for approval and be 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.

1.4 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.

1.5 Standard Submissions

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

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

1.6 Schedule Outputs and Reporting Formats

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

Progress Reports

Paper Size: Letter

Paper Format: Portrait

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

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

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

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

Exception Reports

Paper Size: Letter

Paper Format: Portrait

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

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

Paper Size: Letter

Paper Format: Landscape

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

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

Work Breakdown Structure (indent tree):

Paper Size: Letter

Paper Format: Portrait

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

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

Activity Lists

Paper Size: Letter

Paper Format: Portrait

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

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

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

Milestone Lists

Paper Size: Letter

Paper Format: Portrait

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

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

Master Schedule (Bar Chart)

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

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

Detailed Project Schedules (Bar Chart)

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

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

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

Last updated November 21, 2012

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.			
1b Sections have been included for all work identified on drawings and sections edited.			
2 Specification Organization			
2a Either the NMS 1/3 - 2/3 page format or the Construction Specifications Canada full page format is used.			
2b Each Section starts on a new page and the Project Number, Section Title, Section Number and Page Number show on each page.			
2c Specification date and consultant's name are not indicated.			
3 Terminology			
3a The term Departmental Representative is used instead of Engineer, PWGSC, Owner, Consultant or Architect.			
3b Notations such as: "verify on site", "as instructed", "to match existing", "example", "equal to", "equivalent to" and "to be determined on site by" are not used.			
4 Dimensions			
4a Dimensions are provided in metric only.			
5 Standards			
5a The latest edition of all references quoted is used.			

6 Specifications Materials			
6a The method of specifying materials uses recognized standards. Actual brand names and model numbers are not specified.			
6b Materials are specified using standards and performance criteria (if not, the correct form of acceptable materials has been used).			
6c Identify if non-restrictive, non-trade name “prescription” or “performance” specifications are used.			
6d Indicate if a list of acceptable materials have been used.			
6e The term “Acceptable Manufacturers” is not used.			
6f No sole sourcing has been used.			
6g If sole sourcing has been used, the correct wording has been used and a justification provided to RPCD for the sole sourced products.			
7 Unit Prices			
7a Unit prices are used only for work that is difficult to estimate.			
8 Cash Allowances			
8a Indicate if cash allowances have been used.			
9 Warranties			
9a Indicate if warranties extend more than a 12 or 24 months period.			
9b Manufacturers guarantees are not indicated.			
10 Scope of Work			
10 No paragraphs noted as “Scope of Work” are included.			
11 Summary and Section Includes			
11a In part 1 of section, paragraphs “Summary” and “Section Includes” are not used.			
12 Related Sections			
12a The list of related sections and appendices are coordinated.			
13 Index			
13a The index shows a complete list of plans and specification sections with the correct number of pages and correct drawing titles and section names.			
14 Regional Guide Specifications			
14a General Instructions is included (Section 01 00 10 in the NCA).			

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

Item	Verified by:	Comments:	Action By:
Drawings:			
1 Title Blocks			
1a The PWGSC title block is used.			
2 Dimensions			
2a Dimensions are provided in metric only.			
3 Trade Names			
3a Trade names are not used.			
4 Specification Notes			
4a There is no specification type notes.			
5 Terminology			
5a The term Departmental Representative is used instead of Engineer, PWGSC, Owner,			

Consultant or Architect.			
5b Notations such as: “verify on site”, “as instructed”, “to match existing”, “example”, “equal to”, “equivalent to” and “to be determined on site by” are not used.			
6 Information to be included			
6a Architectural and Engineering Drawings have been stamped and signed by the design authority.			
6b The project quantity and configuration, dimensions and construction details are included.			
6c References to future work and elements not in contract do not appear or are kept to an absolute minimum and clearly marked.			

I confirm that the plans and specifications have been thoroughly reviewed and that the items listed above have been addressed or incorporated. I acknowledge and accept that by signing, I am certifying that all items noted above have been addressed.

Consultant's Representative: _____

Firm name: _____

Signature: _____ Date: _____

APPENDIX 'B' - Sample of Addendum

Last updated April 22, 2008

ADDENDUM No. _____

Project Number: _____

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

DRAWINGS

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

- 1 A1 Architectural
 .1

SPECIFICATIONS

SPEC NOTE: indicate section number and title.

- 1 Section 01 00 10 - General Instructions

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

- .1 Delete article (xx) entirely.
- .2 Refer to paragraph (xx.x) and change ...
- 2 Section 23 05 00 - Common Work Results - Mechanical
- .1 Add new article (x) as follows:

APPENDIX 'C' - Sample of Index

Last updated April 22, 2008

Project No: _____

Index
Page 1 of ____

DRAWINGS AND SPECIFICATIONS

DRAWINGS:

SPEC NOTE: List all Drawings by number and title.

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

SPECIFICATIONS:

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

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

APPENDIX 'D'

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

Issued by:

Real Property Contracting Directorate

PWGSC

May 2005

Last Updated: June 3, 2008

Version 1.0

PREFACE

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

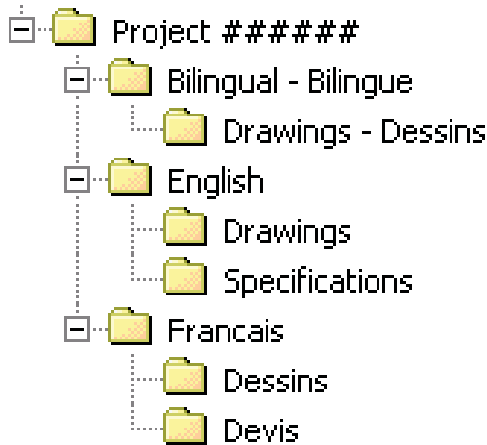
There is therefore a need to adopt a common directory structure and file-naming convention to ensure that the information made available to contractors electronically and in hard (printed) copy is in accordance with the sequence adopted in the real property industries, both for design and construction.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

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

1. DIRECTORY STRUCTURE

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

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



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

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

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

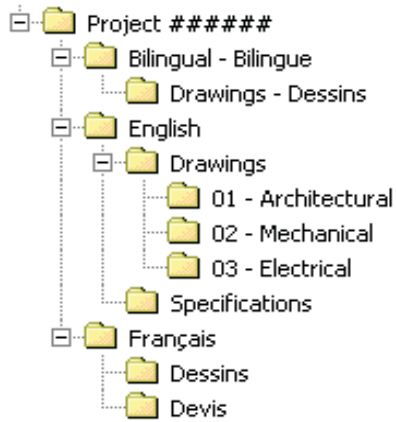
1.2 4th Tier Sub-Folders for Drawings

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

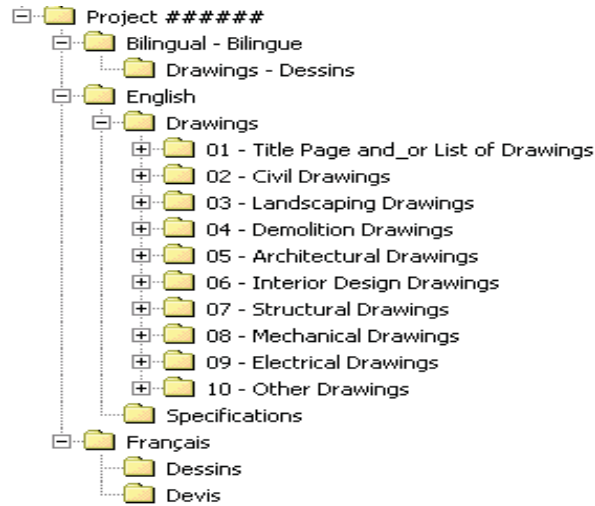
Because the order of appearance of the sub-folders on the screen will also determine the order of printing, it is necessary to start with a number the identification name of the sub-folders in the “Drawings – Dessins”, “Drawings” and “Dessins” folders.

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

Examples of 4th Tier sub-folders for drawings:



or



1.2.1 Naming Convention

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

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

- Y

Where:

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

Y = The title of the folder

Example: 03 – Mechanical

For the “*Drawings - Dessins*” folder:

- Y - Z

Where:

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

Y = The English title of the folder

Z = The French title of the folder

Example: 04 - Electrical - Électricité

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

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

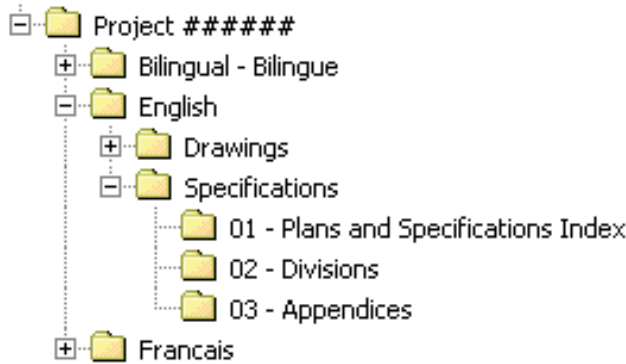
- The alphanumerical sorting is done on an ascending order;
- The alphanumerical order of the sub-folders determines the order of appearance on the screen as well as the order of printing (as an example: all the drawing PDF files in the 01 sub-folder will be printed in alphanumerical order before the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

1.3 4th Tier Sub-Folders for Specifications

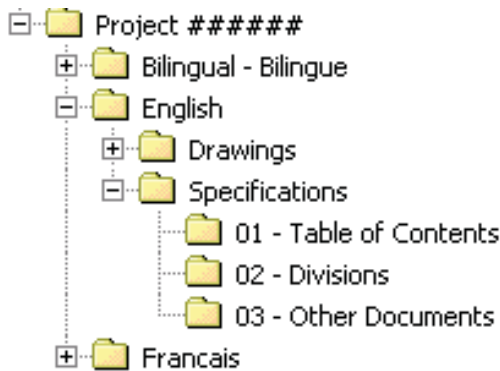
The “*Specifications*” and “*Devis*” folders must have 4th Tier sub-folders created to reflect the various elements of the specifications.

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

Examples of 4th Tier sub-folders for specifications:



or



1.3.1 Naming Convention

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

For the “Specifications” and “Devis” folders:

- Y

Where:

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

Y = The title of the folder

Example: 02 – Divisions

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

It is essential to ensure that the order of the elements of the specifications on the CD-ROM be exactly the same as in the hard copy. GETS will sort each element of the specifications for both

screen display and printing as per the following rules:

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

2. NAMING CONVENTION FOR PDF FILES

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

2.1 Drawings

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

X### - Y

Where:

X = The letter or letters from the drawing title block (“A” for Architectural or “ID” for Interior Design for example) associated with the discipline

= The drawing number from the drawing title block (one to three digits)

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

Example: A001 - First Floor Details

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

The following important points about drawings are to be noted:

- The drawing PDF files within each sub-folder are sorted alphanumerically for both displaying and printing. If there are more than 9 drawings in a particular discipline the numbering must use at least two numerical digits (i.e. A01 instead of A1) in order to avoid displaying drawing A10 between A1 and A2. The same rule applies when there are more than 99 drawings per discipline i.e. three digits instead of two must be used for the numbering (for example M003 instead of M03);

- If drawing PDF files are included in the “*Bilingual - Bilingue*” folder, these cannot be included as well in the “*English*” and/or “*Français*” folders;
- If drawings not associated with a particular discipline are not numbered (Title Page or List of Drawings for example), these will be sorted alphabetically. While this does not represent a problem if there is only one drawing in the sub-folder, it could disrupt the order when there are two or more drawings. If the alphabetical order of the drawings name does not represent the order on the hard copy set, the drawings are to be named as per the following standard convention when converted in PDF format to ensure proper display and printing order.

- Y

Where:

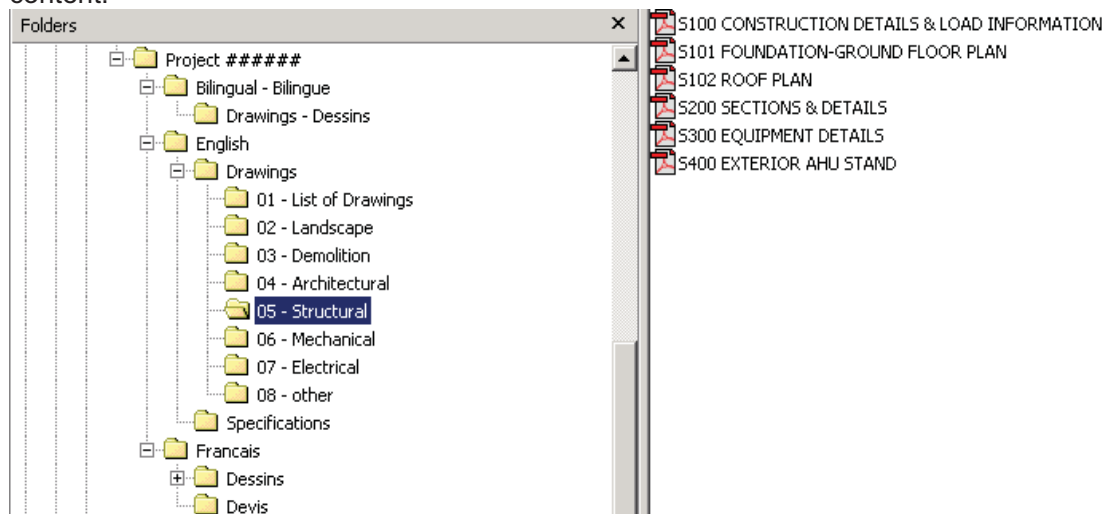
= A two digit number ranging from 01 to 99 (leading zeros must be included)

Y = The name of the drawing

Example: 01 - Title Page
02 - List of Drawings

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

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



2.2. Specifications

Each Specifications Division must be a separate PDF file and all pages contained in each PDF file must have the same physical size (height, width). The Plans and Specifications Index must

also be a separate PDF file. If there are other documents that are part of the Specifications (e.g. Appendix or other) these are to be separate PDF files as well.

2.2.1 Documents other than Specifications Divisions

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

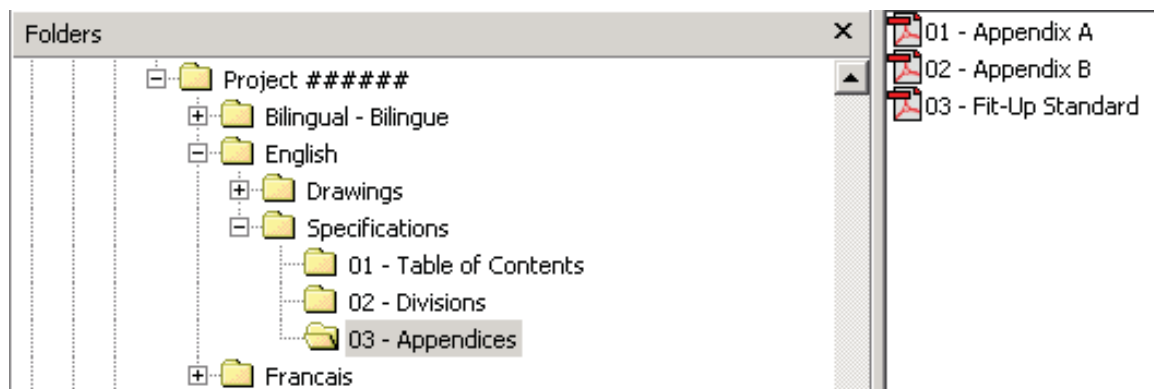
- Y

Where:

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

Example: 01 - Plans and Specifications Index

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



2.2.2 Specifications Divisions

The Specifications Divisions must be named as follows:

Division ## - Y

Where:

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

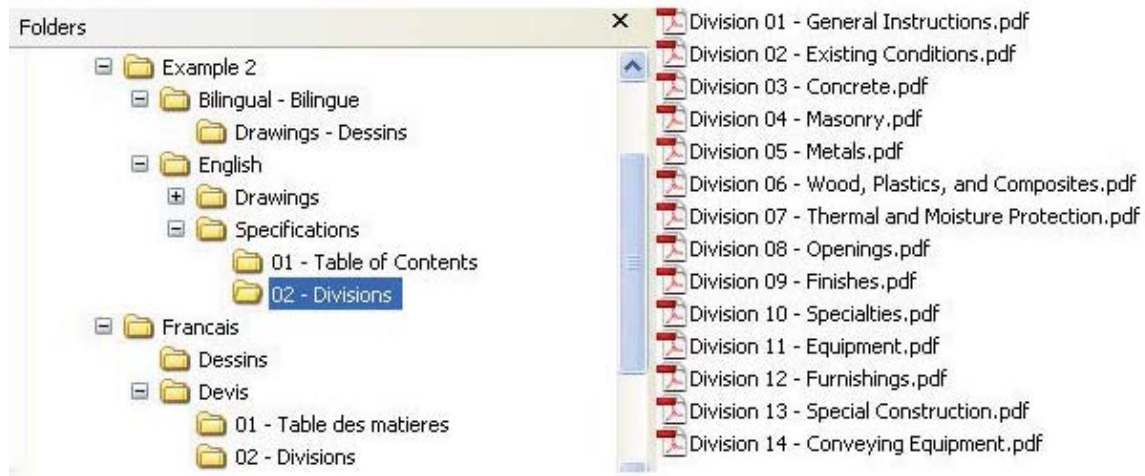
Y = Name of the Specifications Division as per **CSC/CSI MasterFormat™**

Example: Division 05 – Metals

The following important point about specifications is to be noted:

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

Example of a “Divisions” sub-folder content:



3. CD-ROM LABEL

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

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

Example:

Project 123456 / Projet 123456
Repair Alexandra Bridge / Réparation du pont Alexandra

Documents for Tender / Documents pour appel d'offres
CD 1 of/de 1

APPENDIX 'E'

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

Issued by:
Real Property Contracting Directorate
PWGSC

May 2005 Last Updated: May 3, 2005

Version 1.0

PREFACE

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

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

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

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

1. PRINTER DRIVERS

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

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

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

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

2. PRINTER CONFIGURATION

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

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

3. CREATING PDF FILES

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

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

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

4. PDF FILES SETTINGS

4.1 Security

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

4.2 Drawing Orientation

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

4.3 Font Type

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

4.4 Resolution

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

4.5 Scale

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

5. SCANNING

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

6. FINAL CHECKLIST

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

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

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

7. ADDITIONAL INFORMATION

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

Appendix E

Standing Offer Brief – Required Services

General Project Objectives (for call-ups)

GPO 1 Project Objectives
GPO 2 Issues

Description of Services

PA 1 Project Administration

FOR HERITAGE CONSERVATION ARCHITECTURAL SERVICES

GENERAL PROJECT OBJECTIVES

GPO 1 PROJECT OBJECTIVES

Each call-up will elaborate on the specific objectives for individual projects; however, the following broader government objectives will apply to all call-ups:

GPO 1.1 Protecting Heritage Value

PWGSC expects the Consultant to maintain a high standard of services based upon recognized internationally accepted principles and practices for the conservation of heritage assets. The Consultant shall develop a conservation approach specific to the scope of work for the project and the historic designation of the heritage asset. The framework for developing a conservation approach is outlined in the '*Standards and Guidelines for the Conservation of Historic Places in Canada*'.

The '*Standards and Guidelines for the Conservation of Historic Places in Canada*' provides distinct but interrelated approaches to the treatment of heritage assets: preservation, rehabilitation, restoration, or combinations thereof. The process of developing projects must also meet applicable laws, regulations, codes and functional requirements with specific attention to life safety, fire protection, energy conservation, abatement of hazardous materials and accessibility for persons with disabilities.

A fully integrated design approach must be followed to achieve a coordinated conservation project.

The conservation approach shall be applied to all phases of the project. This may include:

- Documenting and assessing the condition of the heritage asset;
- Developing options to conserve the asset and analyze the impact on heritage value;
- Recommending interventions that balance heritage value and functionality to resolve root causes of problems;
- Develop recommendations through design and construction phases.

It may be required that the Consultant, on behalf of PWGSC, present the conservation approach and project objectives to the *Federal Heritage Building Review Office* (FHBRO) for review at the concept, design development and/or contract document stages of the project. FHBRO will also review the Consultant approach to design and implementation.

GPO 1.2 Health & Safety

It is necessary that all relevant safety requirements be met during the contract period. PWGSC recognizes the responsibility to ensure the health and safety of all persons on

Crown construction, maintenance or demolition projects and the entitlement of both federal employees and private sector workers to the full protection afforded them by occupational health and safety regulations.

It is the responsibility of all individuals on a PWGSC project site to ensure:

- Familiarity with the Health & Safety requirements and the Site Safety Plan for completing an activity in a safe manner; the Site Safety Plan must be submitted for review prior to the start of work;
- All activities are performed using standard operating procedures, protocols or work practices which are acceptable to PWGSC;
- All reasonable and practical precautions, including implementation of appropriate work practices and engineering controls, have been taken to ensure that the health and safety of no individual is compromised by completion of an activity.

It is necessary to consider the impact that compliance with health & safety codes and regulations will have on a historic asset's heritage value. Compliance should be planned and executed in such a manner that character-defining spaces, features and finishes should be protected.

PWGSC guidance on safety matters specific to work on historic structures and fabric shall be respected. (Please refer to PWGSC policies and all applicable legislation).

- Access equipment to be best suited for investigation and type of work; certification of operation must be available on site;
- Any survey or documentation equipment that may be a health hazard to any persons either working or visiting the site during conservation work must be included within the site safety plan/risk management plan. Any certificates or statements from the manufacturers on their inherent safety must be included with this assessment along with any notification of operation on site;
- Ensure quality control and proper coordination throughout all aspects of investigations, analysis, assembly and dismantling of temporary support, scaffolding and shoring systems;
- Ensure proper procedures and protocols are followed when taking samples of potentially hazardous materials (plaster, paint, etc.); Conformance with hazardous material sampling and abatement standards & procedures are followed;
- Appropriate Personal Protective Equipment (PPE) shall be worn by everyone entering a PWGSC project site. Anyone entering a PWGSC site shall wear as minimum PPE:
 - CSA approved safety boots
 - CSA approved safety hat

GPO 1.3 Integrating Sustainable Development with Heritage Conservation

Integrating Sustainable Development with Heritage Conservation: *Heritage conservation* embraces all actions or processes to safeguard the character defining elements of a cultural resource so as to retain its heritage value and extend its physical life. This may involve 'preservation', 'rehabilitation', or 'restoration', 'or a combination of these actions or processes'. *Sustainable development*, defined in broad terms, ensures the protection of environmental, economic, and social aspects of a cultural resource. Both HC and SD thus share common goals and objectives in an effort to protect and limit detrimental impacts on a cultural resource.

Heritage conservation can itself be a significant strategy to achieving the objectives of environmental sustainability, in particular through site and building (including material) reuse, and the associated reduction of the effects of development and construction. Other benefits may arise from understanding and reinstating the historic environmental features specific to a heritage building and its site that remain appropriate green technologies, such as the use of natural daylight and ventilation to reduce operational energy requirements and improve the indoor environment, or the use of mature vegetation to control sun and wind.

The following is a summary of more general strategies that are suitable to both HC and SD:

- An Integrated Design Process that includes conservation and sustainability knowledge early and repeatedly in an interdisciplinary design process;
- A lifecycle approach to property management and project planning;
- Understanding and documenting existing performance as the basis for planning upgrades;
- Using appropriate technologies, that is ones that are physically, visually and conceptually compatible with the cultural resource;
- Finding a sustainable and appropriate use, or one that will not require excessive alterations or additions to otherwise sound structures and materials;
- Following principles of minimum intervention in maintenance, repair and adaptation; and
- Designing durable upgrades or additions with a compatible service life.

PWGSC expects the Consultant to integrate sustainable practices and principles into the development of the conservation approach and apply this throughout all phases of the project.

PWGSC Sustainable Development Strategy: In its Sustainable Development Strategy (SDS), PWGSC has committed to meet the requirements of LEED Gold or equivalent for the construction of new office buildings, and of LEED Silver or equivalent for its major renovations or the construction of new buildings other than office buildings. The department also made commitments for key environmental aspects (e.g., energy, water, waste). In addition to the requirements of green building rating systems, the following sustainable design objectives should be targeted for PWGSC "Standard" Base-Building (Fit-Up as applicable) projects:

1.3.1 Energy Management

- Design should result in a building that exceeds the energy performance of a comparable building designed to meet the Model National Energy Code for Buildings (MNECB) by a minimum of 35%, and preferably by 50%.
- Design has considered the inclusion of renewable energy design features (.e.g., passive solar air and water, bio-mass energy supply, etc.) as part of its energy management strategy, accessing the RETScreen® Clean Energy Project Analysis Software (<http://www.etscreen.net/>) of Natural Resources Canada to evaluate options and assess feasibility.
- Identify character-defining elements of the exterior form or landscape or building envelope components and materials, systems and interior features and finishes that may be impacted by proposed energy upgrades, and seek to mitigate the impact.
- Base proposed improvements on a thorough evaluation of the actual performance.
- Consider appropriate / historic green technologies in the options analysis.

1.3.2 Water Management

- Designed water consumption for the building shall not exceed 70% of the industry average for the previous year as published by the Building Owners and Managers Association (BOMA). If applicable, design landscape to be water efficient, as per the LEED credits WE 1, 2 and 3 or equivalent.
- Design shall investigate and report on the feasibility of incorporating a "grey water" system as part of the plumbing facilities for the building.
- Design shall investigate and report on the feasibility of incorporating on-site waste water treatment for sanitation and/or domestic waste water the facilities.
- Design shall incorporate storm water management strategies , where applicable, such as roof top temporary storm water retention features, landscaped retention ponds, green roofs, and permeable (pervious) ground surface treatments (including paving).
- Identify character-defining elements of the exterior form or landscape or building components and materials, systems and interior features and finishes that may be impacted by proposed upgrades to water systems, and seek to mitigate the impact.
- Consider appropriate / historic green landscape design for water management strategies.

1.3.3 Resource Use and Product Selection

- Design must have undergone an assessment for embodied energy, resource consumption and environmental impacts using the Athena™ Life-Cycle Assessment Model of the Athena Sustainable Materials Institute.
- Where available, feasible and meet the performance requirements, products will be specified that meet the requirements necessary for certification by the Environmental Choice (EcoLogo) Program or other equivalent programs.
- Products are specified that eliminate hazardous materials in their content, manufacture, application, and use.

- Where available, feasible and meet the performance requirements, products such as paints, adhesives and sealant that will be specified will have no or low levels of emissions of volatile organic compounds (VOCs).
- Where available, feasible and meet the performance requirements, products will be specified that contain a minimum 10% of post consumer recycled product.
- Where feasible, design will incorporate the concept of "designing for disassembly" to promote reuse and to reduce waste.
- Identify character-defining elements of the building envelope components and materials, systems and interior features and finishes that may be impacted by proposed additions and alterations, and seek to mitigate the impact.
- Select materials for new elements that are physically and visually compatible, including materials of comparable durability.

1.3.4 Indoor Environmental Quality

- Indoor air quality must meet the standards as required by the Canada Labour Code Part II as well as ASHRAE Standards 62-2004 and 55-2004 at a minimum.
- The design shall ensure that there are no instances that will promote the accumulation of moisture in the HVAC system or the collection of standing water.
- Passive ventilation systems shall be investigated to replace or supplement mechanical HVAC systems.
- All noxious or unpleasant odours arising as a result of construction activities shall be purged from the space/facility prior to occupancy and filters replaced.
- Design options such as CO₂ sensors, humidity sensors, and individual air volume controls shall be examined for their feasibility.
- Lighting levels shall meet the minimum requirements of the Canadian Occupational Safety and Health (COSH) Regulations, the National Building Code (NBC), the Canadian Electrical Code (CEC) and PWGSC's "Office Lighting Standard".
- Lighting strategies shall be designed to apply the minimum for way finding and employ to task lighting to the maximum extent feasible and consistent with functional requirements.
- Lighting strategies shall be designed to maximize the availability of natural light while effectively addressing the adverse effects of lighting glare (both natural and artificial) on video display terminals (VDTs).
- The most current industry standards for indoor environmental controls for air and light quality shall be specified.
- The project design and finishing materials specified shall be reviewed for their impact on the acoustical quality of the space after fit-up.
- Identify character-defining elements of the building envelope components and materials, systems and interior features and finishes that may be impacted by proposed additions and alterations to mechanical and electrical systems, and seek to mitigate the impact.
- Consider the historic use of daylight and ventilation in the development of the options analysis.

- Address issues related to toxic materials found in historic buildings such as asbestos and lead-paint by following best conservation practices.

GPO 1.4 Waste Management

The Construction, Renovation, and Demolition (CRD) Non-hazardous Solid Waste Management Protocol (most recent version to be referred to) to which Real Property Branch (RPB) is bound, provides directions on the undertaking of non-hazardous solid waste management actions for CRD projects. The protocol is designed to meet the requirements of federal and provincial policies and the objectives of the (RPB) Sustainable Development Strategy (SDS) as these relate to non-hazardous solid waste generated in CRD projects.

For all Real Property Branch projects where the area exceeds 2,000 m², a solid waste management program must be implemented. This requirement exists by regulation in the province of Ontario and by policy for the rest of Canada. A minimum landfill diversion rate of 75% is to be achieved where local recycling facilities exist. For projects where the area is less than 2,000 m², a preliminary waste management evaluation of the economic feasibility of a waste management program must be carried out.

The results from the RPB CR&D waste management pilot projects have been very positive. Based on these results and results obtained from similar projects that have been completed by other organizations, the following can be said:

- Approximately 50% to 95% of the waste generated during CR&D projects can be diverted from landfill through reduction, reuse, and recycling initiatives.
- Approximately 40,000 tones of waste are produced for every one billion dollars that is spent on construction projects.
- Contractors and projects managers must plan for extra project time when implementing CR&D waste diversion initiatives. However, added labour hours costs can be recuperated and a savings of up to 30% of the waste management costs (approximately 10% of the total project budget) can be achieved through reduced tipping fees, avoided haulage costs, and the sale of reusable and recyclable materials.

The Project Manager will provide details of waste management delivery strategies. Details for specifying deliverables are provided in "Required Services" - Waste Management.

In the context of a heritage building, where the protection of existing character-defining elements is a principal objective, consider strategies that reduce the creation of waste at the source. This includes by reducing the scope of work, such as by eliminating avoidable replacement work, added elements or overall additions, and thus reducing the correlated creation of waste from demolition and construction.

GPO 1.5 Balancing Code Compliance

Building codes are concerned primarily with safety; however, some building codes have recognized the special nature of historic buildings / structures and the need for a balance between strict code compliance and the preservation of heritage character.

It is necessary to consider the impact that compliance with codes and regulations will have on the heritage value of a structure. Compliance should be planned and constructed in such a manner that character-defining spaces, features and finishes should be preserved. It is not always cost effective or historically accurate to meet contemporary code requirements. It may sometimes be necessary to demonstrate compliance with the intent rather than the strict letter of the code.

Special coordination with authorities having jurisdiction will be required. It is often necessary to look beyond the letter of code requirements to the underlying purpose. Most modern codes allow for alternative approaches and reasonable variance to achieve compliance.

GPO 1.6 Risk Management

A risk management strategy is critical for PWGSC Project Management and integrates project planning with procurement planning. All project stakeholders are an integral part of the risk management strategy, culminating in an integrated product team. Specific services required for project delivery are outlined in Required Services.

GPO 1.7 PWGSC Standards and Procedures

For standards relating to the service provisions herein please refer to “Doing Business”. The standards in “Doing Business” (see Appendix ‘D’), and at project delivery stage as described in each individual call-up, must be adhered to in conjunction with this scope of services.

GPO 2 ISSUES

GPO 2.1 Quality - Conservation as the Lead factor

Issue: Heritage value

It is paramount that quality conservation is a lead factor in all aspects of the project. The Consultant is to ensure that the heritage value of the heritage asset is clearly understood; ensure that the heritage value is protected. All design elements shall be coordinated, and the project approach is consistent with good conservation design principles. Quality of material and implementation shall be commensurate with the historical context. Experimental materials are to be avoided.

GPO 2.2 Project Delivery - Scope, Budget and Schedule

Issue: Scope, budget and schedule

Deliver the project utilizing best practices while respecting the project constraints and the approved scope, budget and schedule. Achieve:

- A cohesive functional partnership and open communication between all members of the project delivery team and stakeholders throughout all phases of the project life;
- Rigorous quality assurance review during the investigation, design and construction phases;
- Timely response to correct issues as they occur;
- Success in satisfying and exceeding the expectations and needs of PWGSC clients and stakeholders;
- Continuity of key personnel and expertise working in a dedicated team for the project life.

GPO 2.3 Continuity of Operation

Issue: Ensure continuous operation of the building

The Consultant will develop an acceptable strategy that will ensure safety and minimize disruption to building occupants and visitors. The Consultant will develop the design and logistics of a conservation project in such a way that supports the occupants in the conduct of their business. A minimum transfer of noise, dust and odours should be the goal.

GPO 2.4 Construction workyard and scaffolding

Issue: Appearance and security of the workyard (and scaffolding areas).

The Consultant is to discuss issues and practices with PWGSC addressing site security and site appearance of work yard and scaffolding areas.

DESCRIPTION OF SERVICES

PA 1 PROJECT ADMINISTRATION

INTENT

The following administrative requirements apply during all phases of project delivery. Any modifications to these requirements will be stipulated in each Call-Up.

PA 1.1 PWGSC Project Management

The Project Manager assigned to the project is the Departmental Representative.

The Project Manager is directly concerned with the project and responsible for its progress. The Project Manager is the liaison between the Consultant, PWGSC and the Client Departments.

PWGSC administers the project and exercises continuing oversight over the Consultant's work during all phases of development. Unless directed otherwise by the Project Manager, the Consultant meets all Federal requirements and obtains all approvals necessary for the work.

PA 1.2 PWGSC Design Management

The Design Manager is to provide technical guidance and advisory services in support to the Project Manager. The Design Manager coordinates the PWGSC Technical Resources Team.

PA 1.3 PWGSC Technical Resource Team

The staff from the Heritage Conservation Directorate (HCD) and other groups of Professional and Technical Service Management are members of the PWGSC Technical Resource Team. They provide advice and quality assurance for conservation issues, and Architectural and Engineering (A&E) professional discipline issues including design reviews. The PWGSC Technical Resource Team ensures technical requirements are suitably defined and incorporated through all phases of research, planning, design and implementation. The Team will participate in regular design meetings and will review deliverables, as reports or construction contract documents.

PA 1.4 Consultant Team

The Prime Consultant and his/her personnel identified in the SOA submission, including sub-Consultants and specialists, comprise the integrated Consultant design team (Consultant Team). The Prime Consultant shall be responsible to coordinate and direct all Consultant Team activities. The Consultant Team will be required to maintain its expertise for the duration of the standing offer.

The Consultant Team shall be comprised of qualified professional, technical and conservation expertise and shall be capable of providing the services identified in the RFSO. The Consultant Team shall be capable of providing the services in the provinces of Quebec and Ontario in accordance with governing jurisdictions. Members of the

Consultant Team may have the necessary expertise to provide services in more than one discipline or specialty.

The Consultant Team shall work in the spirit of information sharing with PWGSC. All material specifications, mixes and test results shall be turned over to PWGSC, to facilitate future asset maintenance by PWGSC and others.

The Consultant shall:

- Carry out conservation services in accordance with approved documents and direction given by the Project Manager;
- Correspond only with the Project Manager at the times and in the manner directed by the Project Manager. The Consultant shall not communicate with the client department unless so authorized by the Project Manager;
- Ensure all communication includes PWGSC Project Title, Project Number and File Number;
- Advise the Project Manager of any changes that may affect the conservation plan, schedule or budget or are inconsistent with instructions or written approvals previously given. The Consultant shall detail the extent and reasons for the changes and obtain written approval before proceeding;
- Throughout all stages of the project, coordinate and assume responsibility for the work of any sub-Consultants and specialists retained by the Consultant;
- Ensure clear, accurate and ongoing communication of the concept, budget, and scheduling issues (including changes) as related to the responsibilities of all sub-Consultants and specialists from initial base building reviews to post construction reports;
- Coordinate input for the Risk Management Plan (if required); and,
- Ensure sub-Consultants provide adequate site inspection services and attend all required meetings.

PA 1.5 General Project Deliverables

Where deliverables and submissions include summaries, reports, drawings, plans or schedules, provide six (6) hard copies of all deliverables plus two in electronic format.

All documents (drawings and specification) are to be produced in accordance with PWGSC document "Doing Business" and, at project delivery stage, as described in each individual Call-up.

PA 1.6 Lines of Communication

Correspond only with the Project Manager at the times and in the manner directed by the Project Manager. The Consultant shall not communicate with the client department unless so authorized in writing by the Project Manager.

During construction tender call, PWGSC conducts all correspondence with bidders and makes the contract award.

PA 1.7 Media

The Consultant must not respond to requests for project related information or questions from the media. Such inquiries are to be directed to the Project Manager.

PA 1.8 Meetings

The Project Manager may arrange meetings every 2 weeks throughout the entire project development period, for all members of project team, including representatives from:

- Client Department
- Public Works and Government Services Canada
- Consultants

The Consultant shall attend the meetings, record the issues and decisions and prepare and distribute minutes within 48 hours of the meeting.

PA 1.9 Project Response Time

It is a requirement of all projects covered under this *Request for Standing Offer* that the Prime Consultant and their proposed sub-consultants should be personally available to attend meetings and respond to inquiries within 1-2 days of the Project Manager's request, in the locality of the place of the work from the date of the award of the Consultant call-up until final inspection and turnover.

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

PA 1.10 Submissions, Reviews and Approvals

For each call-up, work in progress may be reviewed by the Project Manager as well; but, not limited to the following:

PWGSC in-house services

- Submission Format: drawings and specifications
- Submission Schedule: Submissions are reviewed at a time to be arranged with 10 days notice when completed work has been forwarded to the Project Manager.
- Expected Turnaround Time: 2 weeks
- Number of Submissions: until approval has been received

Design review committee - client

- Submission Format: reports, drawings and specifications, and oral presentations
- Submission Schedule: Submissions are reviewed at a time to be arranged with 10 days notice
- Expected Turnaround Time: 2 weeks
- Number of Submissions: until approval has been received

Federal Heritage Building Review Office (FHBRO)

- Submission Format: deliverables including Schematic (Concept) Design report and Design Development report, Construction drawings & specs for each stage (33%, 66%, 99% & 100%)
- Submission Schedule: To be determined at time of Call-up
- Expected Turnaround Time: verbal comments during meeting; written comments approximately 2 weeks
- Number of Submissions: may include the following stages (Schematic, Design Development, Construction drawing & specs for each stage (33%, 66%, 99%, 100%).

Design review committee - National Capital Committee (NCC), Advisory Committee on Planning, Design and Realty

- Submission Format: reports, drawings and specifications, and oral presentations
- Submission Schedule: Submissions are reviewed at a time to be arranged with 10 days notice
- Expected turnaround Time: 2 weeks
- Number of Submissions: until approval has been received

Municipal Authorities

- Submission Format: deliverables including Schematic (Concept) Design report and Design Development report, Construction drawings & specs for each stage (33%, 66%, 99% & 100%)
- Submission Schedule: 2 presentations at Schematic and Design Development stages
- Expected Turnaround Time: verbal comments during meeting; written comments approximately 2 weeks
- Number of Submissions: until approval has been received

Chart of Reviews and Approvals	PWGSC		Client			
	R	A	R	A		
RS1 Pre-Design Services						
Project Scope of Services Report		x		x		
Class 'D' Estimate		x		x		
RS2 Schematic Design						
Design Options	x		x			
Recommended Design Option		x		x		
Class 'C' Estimate(s)		x		x		
RS3 Design Development						
Design Development Documents		x		x		
Class 'B' Estimate(s)		x		x		
RS4 Construction Documents / Tender Call						
33% Construction Drawings		x	x			
66% Construction Drawings and Specs		x	x			
99% Construction Drawings and Specs		x		x		
Class 'A' Estimate(s)		x		x		
Final Tender Documents		x		x		

R = Review A = Approval

PA 1.11 Bilingual Construction Documents:

Construction Documents in both official languages as required.

Bilingual Requirements:

- The Consultant shall prepare all final/tender ready construction documents in Canada's two official languages.
- The languages are considered equal in status; neither is considered to be a translation of the other.
- The Consultant shall be responsible for the accuracy and completeness of translations and the consistency of documents.
- It is standard practice to produce a single set of drawings (originals) on which written information is shown in both languages and separate written documents for each language for tendering, records drawings, operating and maintenance documentation.

Required Services

RS 1A	Pre-Design Services – Consulting and Advisory Services
RS 1B	Pre-Design Services – Analysis of Project Requirements &/or Verification/Review of Pre-Design Deliverables (prepared by others at Stage RS 1A)
RS 2	Schematic (Concept) Design
RS 3	Design Development
RS 4	Construction Documents
RS 5	Tender Call, Bid Evaluation & Construction Contract Award
RS 6	Construction and Contract Administration

REQUIRED SERVICES (RS)

Based on the Terms of Reference prepared by the PWGSC Project Manager at the time of call-up, the scope of services for RS 1 will either be based on:

RS 1A	Pre-Design Services – Consulting & Advisory Services; or
RS 1B	Pre-Design Services – Analysis of Project Requirements &/or Verification/Review of Pre-Design Deliverables (prepared by others at Stage RS 1A)

RS 1A PRE-DESIGN SERVICES - CONSULTING & ADVISORY SERVICES

The purpose of this stage is to develop one or several of the following items:

RS 1A.1	General Consultation on Heritage Assets
RS 1A.2	Historic Structure Report (HSR)
RS 1A.3	Investigation and Report (Structural System, Building Components and/or Character Defining Features)
RS 1A.4	Feasibility Studies / Options Analysis
RS 1A.5	Conservation Guidelines / Historical Research
RS 1A.6	Heritage Recording
RS 1A.7	Monitoring
RS 1A.8	Building Exterior Screening
RS 1A.9	Conservation Plan

RS 1A.1 General Consultation on Heritage Assets

1A.1.1 Intent

General consultation shall be considered primarily as assistance rendered to project managers / design managers during a part or all stages of a conservation project. The Consultant may develop thorough and well-stated terms of reference, design briefs and portions of Request for Proposal documents; he/she may study the impact of health & safety, building codes and regulations on a heritage structure or landscape. He/she may be asked to assist with consultant coordination, client consultation, client-supplied data coordination, program and budget evaluation, project scheduling, cost estimating and regulatory reviews with respect to heritage buildings, engineering works and heritage landscapes. The Consultant will promote the achievement of the conservation goals and objectives as enunciated in the 'Standards & Guidelines for the Conservation of Historic Places in Canada'; meet client's needs, and Government-wide and PWGSC Policies, Standards, Guidelines, and Best Practices.

The offeror and its sub-consultants acknowledge that they shall not be eligible to serve as the prime or sub-consultant for the implementation of any subsequent project(s) that may occur outside the scope of services outlined in the Standing Offer document, if the offeror or its sub-consultant is responsible for the preparation of the project brief, solicitation or tender documents for that particular project.

1A.1.2 Scope and Activities

General consultation to develop a project on a heritage asset may include all or some of the following:

1. Understanding of the heritage values of the building/site;
2. Analyze project requirements;
3. Summary of the client's philosophy, values, goals and project objectives;
4. Prepare a heritage impact assessment;
5. Establish a guideline to define 'value added' objectives with respect to project delivery;

6. Advise the Project Manager of any changes to the scope that may affect the schedule or are inconsistent with instructions or written approval before proceeding;
7. Prepare a detailed implementation strategy and schedule for review that documents all activities and deliverables required for an effective delivery of the project including timeframes for submission, reviews and approvals. Revise as required.

1A.1.3 Deliverables

May include all or some of the following:

1. Project Charter (summary of project goals, values, and objectives);
2. Implementation strategy and schedule;
3. Comprehensive guideline outlining milestones and achievements;
4. Report;
5. Terms of Reference;
6. Design Briefs;
7. Request for Proposal (RFP).

RS 1A.2 Historic Structure Report (HSR)

1A.2.1 Intent

An HSR is a document prepared for a heritage asset or landscape to record and analyze original construction and subsequent alterations through documentary, physical and pictorial evidence. The HSR identifies the character defining elements and heritage value. The HSR will contain an evaluation of the existing conditions of all materials, structural systems, mechanical, electrical and plumbing systems; and evaluate existing site and landscape features.

1A.2.2 Scope and Activities

The Consultant services may include all or some of the following:

1. Review all available archival drawings, reports, studies and other documentation;
2. Provide historical research of the building and its site;
3. Interview operations & maintenance personnel to determine level of maintenance and how it is done;
4. Undertake a detailed survey of the current condition of the building materials and systems. The survey and inspection will address the building's exterior and interior materials, features and finishes; structural systems; interior spaces; mechanical, electrical and plumbing systems; and fire-detection and security systems. Further study may be required to identify non-intrusive or intrusive investigations, field testing, sample removal, laboratory testing and analysis of material;
5. Investigate and review all applicable codes, regulations standards, including (but not limited to): National Building Code, Canada Labour Code, Model National Energy Code, Occupational Health & Safety Code;
6. Sub-grade site investigations may be required to determine condition of building elements, geological conditions, site drainage and evidence of archaeological material or features;
7. Prepare record drawings;
8. Prepare material samples or laboratory studies (if required); sample removal and analysis may be required to identify hazardous materials present;
9. Develop work or repair options and recommendations. Attention is given to identification of life safety issues and code considerations. Conditions that are identified should be with respect to future safety risks, loss of historic fabric or loss of performance.
10. Develop and define a conservation treatment(s). Refer to the *Standards and Guidelines for the Conservation of Historic Places in Canada*;
11. Prepare a Class 'D' (Indicative) Cost Estimate.

1A.2.3 Deliverables

May include all or some of the following:

1. Report that addresses the research, investigation and testing and recommendations on treatment;
2. Record drawings;
3. A Class 'D' (Indicative) Cost Estimate.

RS 1A.3 Investigation and Report (Structural System, Building Components and/or Character Defining Features)

1A.3.1 Intent

The intent of this report is to develop a detailed investigation, assessment and analysis of a heritage asset to assess:

- the integrity of its structural components / systems;
- its building components/systems; and/or
- its character defining features.

The Consultant is required to determine the condition of these aspects of the asset through the review of background documentation, field investigations, selective openings (if required), selective material sampling, testing and analysis. The Consultant is then required to develop a minimum of three (3) options related to scope and/or implementation (potentially urgent, short-term or long-term) and make recommendations to address these issues. The Consultant will analyze these options within the conservation standards and guidelines. Finally, the Consultant will be required to prepare a Class 'D' (Indicative) cost estimate.

1A.3.2 Scope and Activities

- Review background documentation, reports, and drawings available;
- Visit the building/site;

The Consultant services may include all or some of the following:

Structural Components/Systems:

1. Determine structure and wall assembly details through review of background documentation, non-destructive/minor destructive testing and/or selective openings of the walls;
2. Conduct preliminary and/or detailed structural and seismic analysis to determine condition and capacity/integrity of the structural system;
3. Determine underlying causes of deterioration;
4. Perform sensitivity analysis with respect to assumptions, uncertainties. Determine upper and lower boundaries to bracket the actual behavior.
5. Ensure quality control and proper coordination throughout all aspects of investigations, analysis, assembly and dismantling of temporary support, scaffolding and shoring systems;
6. Ensure proper coordination during the temporary support and shoring systems assembly and dismantling;
7. Determine the requirements for a temporary shoring/protection system and for a scaffolding and enclosure systems; determine the sequencing procedures;
8. Review site features and restrictions (landscape, topographical subsurface, geotechnical analysis of soil, infrastructure, archaeological) to determine load capacities and limitations for scaffolding and shoring systems;
9. Develop alternative solutions for temporary support systems (work platforms) and support for scaffolding;

Based on results of investigation and analysis of Structural Components /Systems, the Consultant may be asked to perform all or some of the following activities:

1. Develop a structural assessment report;
2. Develop three (3) options related to scope and/or implementation (potentially urgent, short-term or long-term) and provide recommendations to address encountered structural deficiencies within the parameters of conservation standards and guidelines;
3. Prepare a design for a temporary support for shoring system or scaffolding and enclosure system;
4. Develop the sequencing procedures;
5. Recommend further studies/investigations;
6. Prepare a Class 'D' (Indicative) cost estimate for each option.

Building Components and/or Character Defining Elements:

1. Conduct a detailed survey and inspection which will address the building components and/or character defining features and identify areas of distress, and condition, features and finishes; Further study may be required such as non-intrusive or intrusive investigations, field testing, sample removal and laboratory testing and analysis of material;
2. Prepare material samples or laboratory studies if necessary; sample removal and analysis may be required to identify hazardous materials present;
3. Evaluate the physical condition of the element with regard to existing deterioration and distress;
4. Determine underlying causes of deterioration;
5. Develop an appropriate conservation treatment for the character defining element;
6. Prepare record drawings;
7. Archaeological assessments.

Based on results of investigation and analysis of Building Components and Character Defining Elements, the Consultant may be asked to perform all or some of the following activities:

1. Develop an investigation or condition assessment report;
2. Develop three (3) options related to scope and/or implementation (potentially urgent, short-term or long-term) and provide recommendations to address existing deterioration and distress within the parameters of conservation standards and guidelines;
3. Develop sequencing procedures, if required;
4. Recommend further studies/investigations;
5. Prepare a Class 'D' (Indicative) cost estimate for each option.

1A.3.3 Deliverables

- Preliminary Field Investigation Plan for access requirements for screening inspection (personnel, lift access, crane, where and when);
- Detailed Field Investigation Plan and terms of reference for contractor requirements for investigation (crane, lift access, inspection openings);
- Report inclusive of methodology, investigation and research, testing procedure, conservation approach, treatment, options and recommendations for urgent, short-term or long-term;
- Condition documentation/assessment drawings;
- Photographic documentation;
- Class 'D' (Indicative) Cost Estimate.

RS 1A.4 Feasibility Study / Options Analysis

1A.4.1 Intent

Feasibility Study:

A report which outlines the research and subsequent analysis to determine the viability and practicability of a rehabilitation project or other project where options must be developed which extend beyond the parameters of the heritage building character defining elements. A feasibility study analyzes economic, financial, market, regulatory, environmental /sustainable and technical issues as well as the heritage values of the asset. In the context of a heritage asset, previously commissioned documents related to heritage such as Historic Structure Report (HSR), Conservation Guidelines, and/or Investigation Report (such as RS 1A.3) should be the cornerstone for the feasibility study.

The purpose at this stage is to investigate and analyze building and site conditions, including (but not limited to):

- Soil conditions;
- Zoning, bylaws;
- Traffic reports;
- Service capacities;
- Base building support systems;
- Special purpose support systems.

Then to provide options and recommendations based on this investigation and analysis that considers and balances the functional requirements and the heritage values of the building.

Options Analysis:

A design test (in schematic form) for the feasibility study recommendations to determine that the recommendations can be accommodated in a minimum of three (3) different options.

Cost Estimate:

Complete with class 'D' (Indicative) cost estimates.

1A.4.2 Scope and Activities

- Review the Historic Structure Report (HSR), Conservation Guidelines and other investigation reports prepared for the building;
- Visit the building/site, investigate and analyze the availability and capacity of building services needed for the project, including renewable energy;
- Evaluate existing facilities including: building envelop, mechanical, electrical and structural systems, functional adaptability, code compliance, hazardous and non-hazardous waste;
- Investigate the requirements for the particular facility, including existing and new technologies;
- Confirm project goals and objectives;
- Analyze the project requirements/program and assess how the technical and functional requirements can be accommodated in the building while protecting and enhancing its heritage;
- Review all available existing material related to the type of facility;
- Investigate and analyze all applicable codes, regulations standards, including (but not limited to): National Building Code, Canada Labour Code, Model National Energy Code, NFPA, Ontario and Québec Occupational Health and Safety, etc.;
- Identify and verify all authorities having jurisdiction over the project;
- Establish a policy for this project to minimize environmental impacts consistent with the project objectives and economic constraints, and the application of the Canadian Environmental Assessment Act (CEAA); and
- Prepare recommendations on the feasibility of the project.

Options Analysis may include all or some of the following:

1. Test the feasibility study recommendations on a minimum of three (3) options, schematic only;
2. Analyze options against potential impact on heritage values, project objectives;
3. Provide bubble and flow diagrams;
4. Study adjacencies and functional relationships, horizontal and vertical stacking relationships;
5. Study orientation and renewable energy;
6. Define an implementation strategy;
7. Recommend a preferred option;
8. Prepare a Class 'D' (Indicative) cost estimate (for each option).

1A.4.3

Deliverables:

- Comprehensive summary of the existing conditions, heritage values, feasibility and options analysis which include all or some of the following:
 1. Existing base building system elements including their condition, deficiencies and life expectancy;
 2. Existing facility systems requirements;
 3. All applicable codes, regulation, standards and authorities having jurisdiction;
 4. Environmental impact, sustainability, preliminary environmental assessment and CEAA screening report;
 5. Recommendations and options analysis;
 6. Written identification of the problems, conflicts or other perceived information/clarifying assumptions for the acknowledgment of the project manager;
 7. Class 'D' (Indicative) cost estimate for each option.

RS 1A.5 Conservation Guidelines / Historical Research

1A.5.1 Intent

The purpose is to provide broad conservation guidelines for a heritage asset before defining the appropriate intervention. Conservation guidelines are statements that provide practical guidance on applying the *Standards for the Conservation of Historic Places*. The guidelines provide a framework with a conservation approach to manage future interventions and ensure the understanding and protection of the heritage values.

1A.5.2 Scope and Activities

The scope of services may include all or some of the following:

1. Locate, review and analyze documentation related to the original construction of the building and subsequent major alterations and construction campaigns; compile a structural history;
2. Locate, review and analyze more recent technical reports;
3. Conduct an on-site study to determine the heritage value of the asset; inventory its features, assess evolution over time and identify potential issues that affect the heritage value of the asset and/or site;
4. Analyze and synthesize available information, document the results, draft and expanded statement of historical and architectural significance for the asset and/or site;
5. Develop design guidelines to guide interventions for the asset and/or site;
6. Prepare a draft and final report.

1A.5.3 Deliverables

Reports (including copies of documentation obtained from archival research).

RS 1A.6 Heritage Recording

1A.6.1 Intent

Heritage recording is the activity of producing precise and verifiable technical documents of heritage assets. This documentation is basic information for the PWGSC inventory. Heritage recording may include hand recording, surveying, record photography (film and digital), large format photography, rectified photography, reverse perspective photography, photogrammetry, three dimensional recording, stereo photography, 3-D recording, film processing, laser scanning and web-based tours.

Heritage records:

- Provide basic information /documentation of heritage asset;
- Support the documentation in historic conservation work;
- Ensure important information is documented for future understanding;

Each document or drawing record shall be to a specific standard established at the time of call-up. The documentation activity should be accomplished using the most thorough, accurate, and non-destructive means possible.

1A.6.2 General

Heritage records must document recording methodology, equipment and activity:

- Recording techniques (what tools used and how documentation was carried out);
- Conventions of measurement (increments of measurement and degrees of accuracy);
- Fieldnote information format;
- Sequencing of documenting operations;
- Site safety.

1A.6.3 Scope & Activities

It is the professional responsibility of the heritage recorder to communicate a clear understanding of the project. The effective documentation of a heritage asset will include the following activities:

- Identify the heritage asset; background information (designation and values), location and context;
- Identify the purpose of the project and the scope of the recording exercise;
- Prepare a project schedule;
- Prepare a Site Safety Plan;
- Participate in a site visit;
- Verify existing archival documentation information;
- Identify the level of documentation to be undertaken to create a verifiable record for future use;
- Identify the methodologies and technologies;
- Review a list of required drawings and photographs (if required);
- Determine drawing/photograph format issues (if required);
- Specify drawing/photographic conventions (such as line, weight, consistent representation of similar elements and level of detail to be consistent with PWGSC CADD standards);
- Implement the documentation process; update existing drawing information (recording/documenting all repairs /interventions) or create new record.

1A.6.4 Deliverables

Prepare report, including:

- Project index; file numbers, asset identification & location numbers

- Drawing index;
- Summary of purpose;
- Relate intended scope to final scope of record;
- Record methodology and technology to produce final record;
- Document project schedule through background research to final documentation.

RS 1A.7 Monitoring

1A.7.1 Intent

Monitoring is an activity to measure and document changes to a heritage structure with regards to temperature, air movement, moisture and displacement. Installing sensors or markers in a building is an effective method of obtaining information on building performance or to monitor trends in performance. Monitoring can provide baseline data prior to future repair work. Monitoring, as part of a building maintenance program, may act as an early warning system to effectively maintain building elements and establish priorities to manage and/or reduce risk. Monitoring can assess the impact of interventions, informing future interventions.

Monitoring may include simple visual inspections of particular elements or patterns at regular intervals to continuous electronic monitoring that may include many sensors. Monitoring is usually non-destructive but may include minor destructive tests or procedures. Investigation may include a thermographic survey of the exterior of the building and air leakage test of the entire building.

1A.7.2 Scope & Activities

An effective monitoring program requires all or some of the following activities:

1. Review documentation, records and drawings;
2. Design monitoring program to achieve objectives in cost effective manner;
3. Prepare a site safety plan;
4. Install sensors to obtain information on the building performance.
5. Complete a periodic survey method of "global" positioning of selected points using direct survey methods with laser theodolite, or a periodic measurement of a specific location with the use of a 'demec gauge', profile gauge or 'tell tale' gauge;
6. Produce record photography;
7. Conduct thermography analysis;
8. Laser scanning at specific locations to detect surface erosion; and,
9. Measurement of crack widths, surface profile at selected locations, surface moisture content, test hardness of pointing mortar; photogrammetry and laser scanning may be used to obtain detailed surface profiles and/or infra-red thermomography to obtain information of the distribution of moisture and locations of air leakage or a thermal bridge.

1A.7.3 Deliverables

Prepare a report including:

- Project index;
- Drawing index;
- Summary of initial purpose; methodology of description of monitoring program;
- Monitoring design system and record of installation;
- Monitoring data;
- Analysis of data;
- Recommendations.

RS 1A.8 Building Exterior Screening

1A.8.1 Intent

Building exterior screening is a common sense approach to maintenance and repair of exterior building envelope that will integrate communication, scheduling and funding for projects in a planned life cycle model. It includes a tactile examination from a crane basket or aerial work platform. Screening of an asset has three objectives:

1. Ensure loose elements (mortar, stone, glass, etc.) which pose a threat to potential health & safety of occupants and public are removed before falling;
2. Timely visual survey from a crane basket or lift, of the condition of the envelope in order to recommend further interventions, as needed; and,
3. Provide a baseline for maintenance of the building from screening date to the eventual rehabilitation project.

Techniques used for the visual survey and tactile examination include: scraping joints with a slick to determine their soundness, sounding of deteriorated or face bedded stones, and physically handling all of the carving of sculpted stonework; visual and tactile examination to include that of roof, windows and metalwork where required.

Properly documented drawings and narrative description shall be done according to established procedures at time of call-up.

1A.8.2 Scope & Activities

Building envelope screening includes (but is not limited to) the following activities:

- Review existing documentation and drawings;
- Prepare a Site Safety Plan;
- Carry out a visual and tactile examination of the building envelope identifying material conditions; identify good conditions as well as failed or distressed areas (cracking, bowing, sapling staining, efflorescence, wetting, organic growth, etc.);
- Document inspection results on CAD elevation drawings and supporting photos;
- Monitor and recommend interventions (emergency, routine maintenance repairs, further investigations, short and longer term work);
- Provide a master plan approach to maintain the asset (short term cycles and major renovation cycles);
- Update existing drawings with site findings.

1A.8.3 Deliverables

- A field investigation plan for access requirements for screening inspection (personnel, access lift, crane, where, when);
- A site safety plan for inspection activities;
- A screening report following the report template and sample CAD drawings.

RS 1A.9 Conservation Plan

1A.9.1 Intent

A Conservation Plan is a property management tool that compiles all relevant conservation information, tools and studies. It provides property and project managers with an understanding of the various considerations and issues that need to be taken into account when managing a designated building. An integral part of the Plan is a 'Record of Interventions' used to track interventions made on the building. A Conservation Plan is prepared using a standardised template and could include links to policy information and other relevant documentation (Heritage Character Statement, Conservation Guidelines, Historic Structure Reports, Heritage Recording Reports, etc.). It includes information regarding what extra steps and documentation needs to be generated when undertaking a major rehabilitation project and when to involve conservation specialists

1A.9.2 Scope & Activities

The Consultant services include the following:

- Locate, review and analyze documentation related to the original construction of the building, heritage values, subsequent major alterations and construction projects, investigations, studies and heritage recording activities and reports;
- Analyze and synthesize available information in order to identify the various zones of heritage character (high, high obscured, medium, medium obscured and low);
- Compile the 'Record of Interventions'; and
- Prepare a draft and final report.

1A.9.3 Deliverables

A report that includes the following items:

- Evolution of the Historic Place over Time;
- Available Conservation Documentation, Photographs;
- Zones of Heritage Character; Record of Interventions;
- Heritage Recording Reports.

**RS 1B PRE-DESIGN SERVICES (STAGE 1B) – ANALYSIS OF PROJECT REQUIREMENTS
&/OR VERIFICATION**

Based on the Terms of Reference prepared by the PWGSC Project Manager at the time of call-up, the scope of services for RS 1 will either be based on:

RS 1A Pre-Design Services – Consulting & Advisory Services; or
RS 1B Pre-Design Services – Analysis of Project Requirements &/or Verification/Review of Pre-Design Deliverables (prepared by others at Stage RS 1A)

More specifically, Stage 1B involves:

RS 1B.1 Analysis of Project Requirements; and/or
RS 1B.2 Verification/Review of Pre-Design Deliverables (prepared by others at Stage RS 1A)

RS 1B.1 Pre-Design Services - Analysis of Project Requirements

1B.1.1 Intent

The objective of this stage is to have the Consultant review and integrate all aspects of the project requirements, identify and evaluate conflicts or problems, present and receive approval on a project scope, delivery process, schedule and estimate that is required to deliver a cohesive quality conservation project. This approved deliverable will become the Project Scope of Services and will be utilized throughout the project to guide the delivery. A draft work plan is developed for the entire project beginning with pre-design activities.

The condition of the heritage asset and the extent of existing damage or deterioration are determined at this phase by reviewing background reports, technical data, by carrying out field investigations and analysis.

The integrated Consultant Team will review and analyze all available information, consult with PWGSC and authorities having jurisdiction, and deliver a comprehensive and integrated Pre-Design Report. Once approved, this deliverable will become the Project Scope of Services and will be utilized throughout the project to guide the delivery.

1B.1.2 General

Scope and Activities

The Consultant Team scope and activities include the following according to the requested services:

1B.1.2.1 Administrative

In collaboration with the relevant disciplines:

- Participate in project start-up meetings and disseminate meeting minutes;
- Outline quality management process for the Consultant Team;
- Review and assess all documentation, reports, studies, drawings, etc. made available;
- Notify Project Manager of any missing documentation, reports, studies, drawings, etc.

1B.1.2.2 Regulatory

In collaboration with the relevant disciplines; authorities having jurisdiction; and relevant federal, provincial, and municipal codes, standards and legislative requirements for the project:

- Review and analyze regulatory and statutory requirements;
- Identify and verify all authorities having jurisdiction over the project;
- Identify applicable codes, regulations and standards;
- Prepare regulatory analysis section of the pre-design report.

1B.1.2.3 Heritage Conservation Approach

In collaboration with the relevant disciplines:

- Identify project specific conservation principles;
- Identify opportunities and strategies to limit impact to the heritage fabric;
- Prepare heritage conservation section of the pre-design report.

1B.1.2.4 Site Analysis

In collaboration with the relevant disciplines, review and analyze all available reports, studies, and data provided by PWGSC:

- Existing site conditions;
- Existing site plans;
- Subsurface reports (geotechnical, archaeological, etc.);
- Infrastructure; (note any field investigations that will be required to verify and / or confirm existing site utilities and their capacities);
- Environmental features, including sustainable design strategy (i.e. storm water);
- Conduct field investigations to verify and/or confirm site conditions;
- Prepare site analysis section of the pre-design report.

1B.1.2.5 Building Analysis

In collaboration with the relevant disciplines, review and analyze all available reports, studies, and data provided by PWGSC:

Research

- Documents and drawings for specific details of the construction and structural history; previous interventions; interior environment, the extent of heating and ventilation;
- Existing drawings and interview facility staff;
- Lightning protection requirements for both structure and scaffolding.

Field Investigation

- Prepare field investigation plan and terms of reference for contractor requirements for investigation (crane, lift access, inspection openings);
- From a crane or lift, conduct a detailed visual and tactile (non-intrusive) field inspection to determine material condition;
- Participate in site safety plan and provide written requirements for workers under your control;
- Conduct shallow test pits;
- Conduct interior and exterior openings (intrusive) to verify condition /connection (detail);
- Conduct exterior inspection to verify location of security equipment. Obtain functional requirements for temporary removal and attachment to scaffold during construction and permanent reattachment to structure;
- Conduct material analysis / laboratory testing on existing materials, as required;
- Review existing mechanical / electrical systems as required.

Structural Analysis

- Conduct detailed structural and seismic analysis;
- Conduct assessment of cracking patterns & deformation;
- Perform sensitivity analysis with respect to remaining assumptions, uncertainties. Refine upper and lower boundaries to bracket actual behavior;
- Conduct structural analysis for temporary scaffolding system(s);
- Prepare building / structure analysis section of the pre-design report.

1B.1.2.6 Budget, Project Planning, Monitoring & Control (PPMC) and Risk Analysis

In collaboration with all disciplines, the Consultant is to review and analyze field information and all material provided by PWGSC including:

- Project budget data, constraints, and opportunities;
- Schedule data, constraints, and opportunities;
- Review the proposed project schedule for verification that the completion date is achievable;
- Risk data, constraints and opportunities.

The Consultant is to:

- Develop the project work breakdown structure complete with all work packages;
- Develop and optimize the sequence of activities and its duration to remain within the prescribed project schedule;
- Develop project risks, and construction cost estimates.
- Develop a Class 'D' cost estimate;
- Develop a detailed project schedule, including allowances for reviews and approvals for each stage of the project;
- Analyze risk implications and prepare mitigation strategies;
- Prepare Budget with cash flow broken into fiscal years.

1B.1.3 Deliverables

Initial deliverables are the work plan, field investigation plan and terms of reference for contractor requirements for field investigation (crane, lifts, inspection openings) in advance of fieldwork.

The Consultant Team shall prepare and submit an integrated pre-design report for review and approval by the Project Manager. Revise as required by the Project Manager. Resubmit for acceptance. The report will consolidate the Scope and Activities identified above and will be used as the benchmark project control document to monitor progress of the project. The report will be used as a basis for monthly reporting of progress and will require supplements and modifications to reflect changes in project parameters as may be identified and approved throughout each stage of the project. The pre-design report shall include as a minimum:

1B.1.3.1 Executive Summary

The executive summary is intended to provide a précis of the pre-design report and outline any recommendations requiring PWGSC approval.

1B.1.3.2 Administrative:

Aspects to be included are:

- Quality management process(es) for the Consultant team; and
- Confirmation that all necessary pre-design documentation required for this project is available and confirmation that the information is still current and up-to-date;
- Administrative section of pre-design report.

1B.1.3.3 Regulatory Analysis

Aspects to be included are:

- Preliminary summary of regulatory and statutory requirements;
- Preliminary summary of authorities having jurisdiction;
- Preliminary summary of codes, regulations, and standards;
- Regulatory Analysis section of the pre-design report.

1B.1.3.4 Heritage Conservation Approach

Aspects to be included are a review and analysis of:

- The application of conservation policies and practices to the project;

- Opportunities and strategies to limit impact to the heritage fabric,
- Conservation objectives balanced with other project objectives and economic constraints;
- Heritage Conservation section of the pre-design report.

1B.1.3.5 Site Analysis

Aspects to be included are a review and analysis of:

- Site features and restrictions (i.e. landscape features, topographical feature, climatic influences, subsurface, geotechnical analysis of soils;
- Infrastructure (tunnel), subsurface services including capacities and limitations (i.e. storm water drainage, foundation drainage, fire protection, power, telecommunications, tunnel, irrigation, etc.);
- Archaeological features;
- Environmental features;
- Site Analysis section of the pre-design report.

1B.1.3.6 Building Analysis

Aspects to be included are a review and analysis of:

- Substructure, including foundations and basement, etc.;
- Interior construction;
- Services, including, HVAC, fire protection, electrical, telecommunications, building automation, etc.;
- Sustainable design opportunities, strategies, preliminary budgets (i.e., energy, water, waste, etc.);
- Scaffolding and temporary support of the structure during construction;
- Circulation,
- Barrier-free analysis;
- Building analysis of the pre-design report.

1B.1.3.7 Research:

Aspects to be included are a review and analysis of:

- Document lists;
- Interior environment, extent of heating and ventilation, and review of previous interventions;
- Existing drawings, and evaluation reports; Interview operations personnel to determine what maintenance is done; review annual and monthly maintenance plans to ensure all critical systems are being maintained and tested and to verify that the test results are being carried out;
- Lightning protection requirements.

1B.1.3.8 Field Investigation:

Aspects to be included are a review and analysis of:

- Visual and tactile field inspections;
- Exterior and interior inspection openings;
- Updated condition documentation drawings;
- Summary of other related projects' field reviews of material performance.

1B.1.3.9 Structural Analysis:

Aspects to be included are a review and analysis of:

- Approach;
- Performance criteria;
- Analytical methods;
- Sensitivity analysis;

- Assessment with respect to project objectives and conservation approach.

1B.1.3.10 Budget, Project Planning, Monitoring and Control (PPM&C), and Risk Analysis

Aspects to be included are:

- Class 'D' cost estimate;
- Work breakdown structure (WBS) complete with all work packages;
- Detailed project schedule, including allowances for reviews and approvals for each stage of the project; Analysis of risk implications and preliminary mitigation strategies;
- Budget, PPM&C, and Risk Analysis section of the pre-design report.

1B.1. 4 Responses

1B.1. 4.1 Responses to PWGSC Quality Assurance Audit Report

Aspects to be included are:

- Review and analysis of comments provided by PWGSC project management team including the COE technical resources team;
- Written response to all comments provided.

1B.1. 4.2 Responses to FHBRO, NCC, etc.

Aspects to be included are:

- Response to regulatory review reports (e.g. FHBRO, NCC, etc.).

RS 1B.2 Verification/Review of Pre-Design Deliverables (prepared by others at Stage RS 1A)

1B.2.1 Intent

The purpose of this stage is to ensure the Consultant has reviewed and integrated all the pre-design deliverables prepared by others required to deliver a cohesive quality conservation project. This approved deliverable will become the Project Scope of Services and will be utilized throughout the project to guide the delivery.

1B.2.2 General Scope and Activities

Ensure that Pre-Design (Stage 1A) deliverables (see potential list below) prepared by others are still current, up-to-date and are endorsed by client:

RS 1A.1	General Consultation on Heritage Assets
RS 1A.2	Historic Structure Report (HSR)
RS 1A.3	Investigation and Report (Structural System, Building Components and/or Character Defining Features)
RS 1A.4	Feasibility Studies / Options Analysis
RS 1A.5	Conservation Guidelines / Historical Research
RS 1A.6	Heritage Recording
RS 1A.7	Monitoring
RS 1A.8	Building Exterior Screening

For a more detailed description of the content requirements of Pre-Design Services prepared by others, see Section RS 1A "Pre-Design Services - Consulting and Advisory Services (Stage RS 1A)".

1B.2.3 Deliverables

- Update the Pre-Design deliverables if required. Submit for review. Revise. Resubmit for final approval.

RS 2 SCHEMATIC DESIGN

2.1 Intent

The Consultant must obtain written authorization from the PWGSC Project Manager before proceeding with Schematic (Concept) Design.

The objective of this stage is to explore conceptual design options and analyze them against priorities and heritage conservation objectives and conservation principles. The Consultant Team will explore feasible and distinct design options that may consist of the following items (list to be determined at time of Call-up):

1. Building envelope components (roof, windows, doors, masonry, ironwork);
2. Engineering approach for structural work;
3. Scaffold design and tarp design;
4. Sequencing of work;
5. Masonry cleaning;
6. Foundation drainage;
7. Below grade work;
8. Roof drainage & water shedding;
9. Protection of occupants;
10. Barrier-free access;
11. Construction yard.

The Consultant will prepare an option analysis using the *Standards and Guidelines for the Conservation of Historic Places in Canada* as a framework for developing options (preservation, rehabilitation, restoration or combinations thereof). Options are to be analyzed and measured against project requirements, objectives, project schedule and budget. The Consultant is to recommend the intervention which best balances heritage value and functionality that resolves root causes of the problems.

A presentation is made to PWGSC Management and to the FHBRO.

The Project Manager, in concert with others, shall choose one option to be further developed during Design Development. Note that although the Consultant is required to identify a preferred option, the PWGSC Project Manager in concert with others at PWGSC, may select another option.

2.2 Scope & Activities

The Consultant Team scope and activities shall include the following:

2.2.1 Administrative:

In collaboration with the relevant disciplines:

- Confirm authorization to proceed with Schematic design;
- Organize and participate in information exchange / team meetings;
- Confirm quality management processes for the Consultant Team; and prepare Administrative section of the schematic (concept) design report.

2.2.2 Regulatory:

In collaboration with the relevant disciplines, prepare:

- Preliminary building code analysis;
- Fire and life safety strategy;
- Regulatory Analysis section of the schematic (concept) design report.

2.2.3 Heritage Conservation

In collaboration with the relevant disciplines, prepare:

- An approach to the application of conservation policies and practices, including opportunities and strategies that limit impact to the heritage fabric;

- An approach to balancing the conservation objectives with other project objectives and economic constraints;
- Heritage Conservation section of the schematic design report.

2.2.4 Site Analysis and Design Options:

In collaboration with the relevant disciplines, prepare preliminary designs, including:

- Site features and restrictions (landscape features, topographical features, climatic influences, existing buildings and/or structures, etc.);
- Subsurface features;
- Infrastructure, subsurface and above grade services, including capacities and limitations (storm water drainage, foundation drainage, fire protection, power, telecommunications, etc.);
- Construction yard; and,
- Prepare Site Analysis and Design Options section of the schematic (concept) design report.

2.2.5 Building Analysis and Design Options:

In collaboration with the relevant disciplines:

- Complete detailed structural and seismic analysis, sensitivity analysis;
- Prepare preliminary designs for the distinct options, including heritage approach and philosophy;
- Show envelope and material stabilization approach:
 - Substructure and foundations;
 - Interiors, including interior construction;
 - Services, heating, fire protection, electrical, telecommunications, building automation, etc.;
 - Building envelope sections;
 - Structural conservation engineering; Indicate the structural stabilization methods
 - Stone conservation, such as cleaning, repointing and mortar mix design, pinning, grouting, plastic repairs, scaling, consolidation, removal of ferrous inserts and parging, dutchmen, stone replacement;
 - Roof, watershedding, window conditions;
 - Structural concept for scaffolding and temporary support of the structure during construction;
 - RCMP security camera attachment;
 - Occupant protection measures;
 - Sustainability and conservation standards;
 - Barrier-free access.

Prepare preliminary written reports for all or some of the following:

1. Commissioning strategy;
2. Special construction and dismantling, including heritage structures, hazardous materials abatement, etc.;
3. Sustainable design opportunities, strategies, update preliminary budgets (I.e. recycle and reuse materials; CRD waste management; energy efficient heating and lighting);
4. Outline specifications;
5. Investigate the types of stone replacement that will be required, and identify quarry locations;
6. Prepare Building/Structure Analysis and Design Options section of the schematic (concept) design report.

2.2.6 Budget, Project Planning, Monitoring and Control (PPM&C), and Risk Analysis:

In collaboration with all disciplines, for each distinct option described in the Site and Building Analysis and Design Options sections:

- Prepare milestone cost summary report;

- Update work breakdown structure;
- Update scheduling report including milestone listing, complete with summary of revisions and mitigation strategies (if significant change occurs);
- Update risk implications and mitigation strategies; and
- Prepare Budget, PPM&C, and Risk Analysis section of the schematic (concept) design report.
- Develop Class 'C' cost estimates with pros, cons and issues and make a recommendation.

2.3 Deliverables

The Consultant Team shall prepare and submit, for review and approval by the PWGSC Project Manager, an integrated schematic (concept) design report, including all three options (with possible sub-options). Revise as required by the Project Manager. Resubmit for acceptance. The report will update the pre-design report, consolidate the Scope and Activities identified above, and will continue to be utilized as the benchmark project control document to monitor progress of the project.

The schematic (concept) design report shall include in written narrative, graphic, and photographic format, including the following:

2.3.1 Executive Summary

The executive summary is intended to provide a précis of the schematic (concept) design report and outline any recommendations requiring PWGSC approval.

2.3.2 Administrative

Aspects to be included:

- Copy of authorization to proceed with schematic (concept) design;
- Summary of participation in information exchange / team meetings;
- Update of quality management processes for the consultant team.

2.3.3 Regulatory Analysis

Aspects to be included for each option:

- Preliminary building code analysis;
- Fire and life safety strategy;

2.3.4 Heritage Conservation Approach

Aspects to be included are:

- Preliminary approach to the application of conservation policies and practices;
- Preliminary identification of opportunities and strategies that limit impact to the heritage fabric;
- Preliminary approach to balancing the conservation objectives with other project objectives and economic constraints.

2.3.5 Site Analysis and Design Options

Aspects to be included **for each option** are:

- Construction yard,
- Drainage Analysis- Description of proposed drainage solution (storm water, foundation, foundation wall);
- Preliminary site plan sketches, including:
 - Analytical data and site features and restrictions (landscape features, topographical features, subsurface features);
 - Infrastructure, subsurface and above grade services, including capacities and limitations (storm water drainage, fire protection, domestic water, power, telecommunications, etc.);
- Written reports for:
 - Analytical data and calculations.
 - Drainage analysis

2.3.6 Building Analysis and Design Options

Aspects to be included **for each option** are:

- Structural Analysis- Description of structure and proposed alteration or new construction; including options analysis of systems considered and benefits/disadvantages of each option;
- Drainage Analysis- Description of proposed drainage solution;
- Concept drawings of structural system imposed, including typical floor plans, foundations, load resisting system, explanatory sketches:
 - Substructure plans /sections, including foundations and basement;
 - Building envelope including masonry walls, foundation, roofing, windows, ironwork, etc.;
 - Structural conservation engineering; (i.e. Masonry)
 - Concept for scaffolding and tarps and temporary support of the structure during construction;
 - Concept for temporary support for security monitoring equipment
 - Types of stone replacement and identify quarry locations identified;
 - Interiors, including interior construction, stairs, services, heating, fire protection, electrical, etc.; and
- Preliminary written reports for:
 - Project specific conservation design approach / philosophy, including a vision statement, reporting structure and plan that embraces sustainable principles. Demonstrate how each design concept is compatible with the conservation approach and conservation standards. Ensure that these principles are used in all design decisions;
 - Masonry conservation - types and amounts of stone deterioration; causes/mechanisms; options for repair; estimated quantities of stone (or other) replacement material;
 - Commissioning strategy;
 - Special construction and demolition, including heritage structures, hazardous materials abatement, etc.;
 - Sustainable design opportunities, strategies, update preliminary budgets (i.e. Recycle and reuse materials; CRD waste management; energy efficient heating and lighting).
 - Outline specifications (including sustainable procurement strategies);

2.3.7 Budget, Project Planning, Monitoring & Control (PPM&C), and Risk Analysis

Aspects to be included **for each option** are:

- Class 'C' cost estimate, with pros and cons and issues and make a recommendation;
- Milestone cost summary report and cost exception report;
- Updated work breakdown structure;
- Updated PPM&C report, complete with summary of revisions and mitigation strategies (if significant change occurs);
- Updated milestone project schedule, complete with summary of revisions and mitigation strategies (if significant change occurs);
- Updated risk implications and mitigation strategies.

2.3.8 Presentations

The Consultant Team shall deliver presentations for the Schematic (concept) design stage, as outlined in PA Submissions, Review and Approval Process.

2.3.9 Rebuttal to PWGSC Quality Assurance Report

Aspects to be included are:

- A review and analysis of comments provided by PWGSC project management team, including the PWGSC technical resources team; and proposed actions.
- Written response to all comments provided by the above team(s) and proposed actions.

RS 3 DESIGN DEVELOPMENT

The Consultant shall obtain written authorization from the Project Manager before proceeding with the Design Development stage.

The objective of the Design Development stage is to further refine and develop the design option selected at the Schematic (Concept) design stage.

3.1 Scope and Activities

For the selected option the Consultant Team scope and activities shall include the following:

3.1.1 Administrative:

In collaboration with all relevant disciplines:

- Confirm approval to proceed with Design development;
- Organize and participate in information exchange / team meetings;
- Update quality management processes for the consultant team;
- Prepare Administrative section of the design development report.

3.1.2 Regulatory:

In collaboration with all relevant disciplines, refine, develop, and prepare:

- Detailed building code analysis (code statement);
- Detailed fire and life safety strategy (fire and life safety statement);
- Detailed summary of meetings with authorities having jurisdiction;
- Regulatory Analysis section of the design development report.

3.1.3 Heritage Conservation

In collaboration with the relevant disciplines, prepare for the selected option, the:

- Approach to the application of conservation policies and practices;
- Opportunities and strategies that limit impact to the heritage fabric;
- Balancing of conservation objectives with other project objectives and economic constraints;
- Heritage Conservation analysis section of the design development report.

3.1.4 Site Design:

In collaboration with the relevant disciplines, refine, develop, and prepare site design that includes:

- Narrative;
- Site features and restrictions (landscape features, topographical features, climatic influences, existing buildings and/or structures, etc.);
- Construction yard;
- Subsurface features;
- Infrastructure, subsurface and above grade services, including capacities and limitations (storm water drainage, fire protection, power, etc.);
- Prepare Site Design section of the design development report.

3.1.5 Building Design:

In collaboration with the relevant disciplines (structural engineering, geotechnical, heritage conservation, architectural, civil/mechanical/electrical engineering, etc.):

- Complete all analysis work;
- Refine, develop, and prepare detailed drawings;
 - Building envelope plans and sections including masonry walls, foundation, roofing windows and ironwork;
 - Substructure plans, including foundations and basement;

- Structural conservation engineering; (eg., Masonry, mortar, gables, chimney, roof). Complete repair material selection and/or design and design of conservation treatments by the end of design development stage;
- Scaffolding and enclosure system and temporary support requirements for structure during construction;
- Temporary support of the monitoring equipment and permanent reattachment;
- Interiors, including interior construction;
- Services, including heating, fire protection, electrical, mechanical;
- Develop sustainable design opportunities, strategies, update preliminary budgets (i.e. Recycle and reuse materials; CRD (Construction, Renovation & Demolition) waste management; energy efficient heating and lighting);
- Investigate type of stone replacement that will be required, and contact quarry locations for verification and preliminary compatibility analysis;
- Update written reports for:
 - Project specific heritage conservation principles, and compatibility of the design approach;
 - Masonry conservation;
 - Commissioning strategy;
 - Special construction and dismantling, including heritage structures, hazardous materials abatement, etc.;
 - Sustainable design opportunities and strategies;
 - Specifications; and
 - Prepare Building Design section of the design development report.

3.1.6 Structural

Based on the structural concept selected, proceed with design development.

3.1.7 Drainage

Based on the drainage concept selected, proceed with Design development.

3.1.8 Mechanical

Based on the HVAC concept selected, proceed with design development.

3.1.9 Electrical

Based on the electrical concept selected, proceed with design development.

3.1.10 Budget, Project Planning, Monitoring & Control (PPM&C), and Risk Analysis:

In collaboration with all disciplines:

- Prepare Class 'B' cost estimate; (provide draft 2 weeks prior to main report)
- Prepare milestone cost summary report and cost exception report;
- Updated work breakdown structure and work plan;
- Update project schedule complete with summary of revisions and mitigation strategies (if significant change occurs);
- Update milestone project schedule, complete with summary of revisions and mitigation strategies (if significant change occurs);
- Update risk implications and mitigation strategies; and,
- Prepare Budget, Schedule, and Risk Analysis section of the design development report.

3.2 Deliverables

The Consultant Team shall prepare and submit an integrated design development report for review and approval by the Project Manager. Revise as required by the Project Manager. Resubmit for acceptance. The report will update the Schematic (Concept) design report, consolidate the Scope and Activities identified above, and will continue to be utilized as the benchmark project control document to monitor progress of the project.

The Design Development report shall include in written narrative, graphic, and photographic format the following:

3.2.1 Executive Summary

The executive summary is intended to provide a précis of the design development report and outline any recommendations requiring PWGSC approval.

3.2.2 Administrative

Aspects to be included:

- Copy of authorization to proceed with Design Development;
- Summary of participation in information exchange / team meetings;
- Update of quality management process(es) for the consultant team;
- Administrative section of the Design Development report.

3.2.3 Regulatory Analysis

Aspects to be included are:

- Detailed building code analysis (code statement);
- Detailed fire and life safety strategy (fire and life safety statement);
- Detailed summary of preliminary meetings with authorities having jurisdiction;
- Regulatory Analysis section of the design development report.

3.2.4. Heritage Conservation Approach

Aspects to be included are:

- The approach to the application of conservation policies and practices;
- The opportunities and strategies that limit impact to the heritage fabric;
- The balance of conservation objectives with other project objectives and economic constraints;
- With PWGSC, lead the development of a procurement strategy, such as pre-qualification, etc.;
- Heritage conservation section of the design development report.

3.2.5. Site Design

Aspects to be included are detailed refinement and development of site design including:

- Site features and restrictions (landscape features, topographical features, climatic influences, existing buildings and/or structures, etc.);
- Construction yard;
- Accessibility
- Fire exiting
- Subsurface features;
- Infrastructure, subsurface and above grade services, including capacities and limitations (storm water drainage, fire protection, power, etc.);
- Update written reports for:
 - Analytical data and calculations;
 - Site design section of the design development report.

3.2.6 Building Design

Aspects to be included are detailed refinement and development of drawings, plan(s), sections, details, etc. including:

- Substructure plans, including foundations and basement, below grade work;
- Structural conservation engineering;
- Building envelope plans and sections including masonry walls, foundation, roofing, windows, ironwork, etc.;
- Services, including, fire protection, electrical, building automation, etc.;

- Compatibility analysis of the various types of (material) stone replacement and verification of quarry locations;
- Building sections including, shell, including superstructure, exterior enclosure, roofing, etc.;
- Updated written reports for:
 - Project specific conservation design approach / philosophy;
 - Masonry conservation
 - Special storage requirements for hazardous/inflammable chemicals stored on site (eg., stone consolidants);
 - Commissioning strategy (note: the Design Development Report will be the design intent brief for the purposes of commissioning);
 - Special construction and demolition, including heritage structures, hazardous materials abatement, etc.;
 - Sustainable design opportunities and strategies;
 - Specifications;
- Building Design section of the design development report.

3.2.7 Structural

Based on the structural concept selected, demonstrate how the design is compatible with the conservation approach and conservation principles.

3.2.8 Mechanical

Based on the mechanical system selected, demonstrate how the design is compatible with the conservation approach and conservation principles.

3.2.9 Electrical

Based on the electrical system selected, demonstrate how the design is compatible with the conservation approach and conservation principles.

3.2.10 Budget, Project Planning, Monitoring & Control (PPM&C), and Risk Analysis

Aspects to be included are:

- Class 'B' cost estimate;
- Milestone cost summary report and cost exception report;
- Updated work breakdown structure and work plan;
- Updated project schedule, complete with summary of revisions and mitigation strategies (if significant change occurs); Updated risk implications and mitigation strategies.

3.2.11 Presentations

The consultant team shall deliver presentations for the Design Development stage, as outlined in PA Submissions, Review and Approval Process.

3.2.12 Rebuttal to PWGSC Quality Assurance Report

Aspects to be included are:

- A review, analysis and written response to all comments provided by PWGSC project management team

RS 4 CONSTRUCTION DOCUMENTS

The Consultant shall obtain written authorization from the Project Manager before proceeding with the Construction Documents stage.

The objective of the Construction Document stage is to translate the Design Development documents into construction drawings and specifications to guide and direct the contractor and sub-contractors in carrying out their work on the project.

Drawings are a means of communicating information in a two-dimensional format using lines, graphic symbols, and text. Drawings describe the relationships between building components and the following characteristics:

- Location of the component;
- Name or identification;
- Size and dimension;
- Shape and form;
- Details or diagrams of connections for the building assembly.

Specifications are precise descriptions of products, materials, standards, equipment, services, construction systems, construction methods and processes, and workmanship. The specifications also describe physical and environmental conditions to be created and maintained in the work area, on site, in adjacent areas, or off site. In addition, the document sets out procedures for contract administration required to control and monitor the quality of the work and reporting of progress.

- 33% complete indicates that all technical aspects of the construction documents are coordinated and complete.
- 66% complete indicates substantial technical development of the project - well advanced architectural and engineering plans, details, schedules, and specifications. All drawings are fully coordinated.
- 99% complete is the submission of complete construction documents ready for tender call and submission to local authorities for permit purposes. All drawings are fully coordinated.
- 100% complete final submission incorporates all revisions required in the 99% version and is intended to provide PWGSC with complete construction documents for tender call. Drawings and specifications are coordinated and complementary and are meant to be read together to fully describe the project; and,
- During this stage, the Consultant is to prepare terms of reference for field quality control testing that will be done by independent firm. The Consultant will review the proposal.

4.1 Scope and Activities

The Consultant team scope and activities shall include the following:

4.1.1 Administrative:

In collaboration with all relevant disciplines:

- Confirm authorization to proceed with construction documents;
- Coordinate and integrate all the submissions of the sub-consultants/ specialists;
- Participate in information exchange / team meetings;
- Update quality management process for the Consultant team;
- Confirm format of drawings and specifications; for each discipline
 - Drawings: title sheet, project name, number and location, list of drawings, consultant's names, symbol legend, location map and/or key plans, regulatory information;
 - Specifications: National Master Specification (NMS) format edited, index, schedules, and maintenance contract take-over procedures and in accordance with the revised CSC/CSI MasterFormat 2004, or its later superseding versions.

4.1.2 Regulatory:

In collaboration with all relevant disciplines:

- Prepare final code statement;
- Prepare final fire separations and life safety plans; Include special fire safety requirements from the Senate and the House of Commons (eg., welding, grinding or cutting - in these cases, the contractor will need to obtain a Welding and Cutting Permit prior to work);
- Prepare 99% complete construction documents to local authority for building permit application. As during the previous design stages, the review of the construction documents

by local authorities will also occur during the Tender Call, Bid Evaluation, and Construction Contract Award stage;

- Sign and seal two (2) sets of 99% complete construction documents for building permit application; Provide necessary follow-up regarding building permit application.

4.1.3 Heritage Conservation

In collaboration with all relevant disciplines update and finalize the:

- Approach to the application of conservation and tendering policies and practices;
- Identification of opportunities and strategies that limit impact to the heritage fabric;
- Approach to balancing the conservation objectives with other project objectives and constraints.

4.1.4 Site Design:

In collaboration with all relevant disciplines prepare fully integrated complete discipline specific site plans, update and finalize detailed drawings and specifications including design narratives, decision logs, calculations, etc.:

- Site features and restrictions (i.e. landscape features, topographical features, climatic influences, existing buildings and/or structures, etc.);
- Subsurface features;
- Infrastructure, subsurface and above grade services, including capacities and limitations (i.e. storm water drainage, foundation drainage, foundation wall treatment, fire protection, power, etc.);
- Prepare 33%, 66%, 99%, and 100% complete construction documents - drawings and specifications (include a copy of the 99% in the construction document report).
- Prepare written reports for:
 - Update design narrative, decision logs and calculations;
 - Include copies of all investigation reports and tests.

4.1.5 Building/Structure Design:

In collaboration with the relevant disciplines prepare fully integrated complete discipline specific plans, sections, elevations, details, schedules, and specifications including design narratives, decision logs, calculations, etc.:

- Sections/plans including:
 - Substructure plans, including foundations and basement, below grade work;
 - Interiors, including interior construction, protection;
 - Services, including fire protection, electrical, mechanical, building automation;
 - Building envelope plans and sections including masonry walls, foundation, roofing, windows, ironwork, etc.;
 - Structural conservation engineering;
 - Scaffolding and enclosure system, and temporary support requirements;
 - Detailed directions for masonry conservation: including, replacement, dismantling, rebuilding, grouting, etc.
 - Detailed directions for stone cleaning: including the cleaning process and methodology, and acceptable level of patina requirements;
 - Detailed directions on mock-ups;
 - Detailed directions for the conservation of the ironwork, including the removal, repair, and reinstatement of elements, surface treatment, replacement materials and assembly details. Make provisions for all ironwork to be completed by heritage blacksmiths;
 - Detailed directions for the conservation of stained glass include: removal of windows, photographic documentation, careful crating and shipping of removed windows to and from the site, preparation of annotated rubbings prior to disassembly and to identify condition, old repairs, location of saddle bars, accurate dimensions, re-leading, repair of glass, installation of new saddle bars, and reinstatement of windows. Update written reports;
 - Detailed directions for the conservation of wood elements;

- Detailed directions on unit price, fixed price, work and measurements for payment;
- Other project specific heritage conservation work;
- Special provisions to minimize impact on the occupants;
- Commissioning strategy;
- Support data, studies, calculations, etc.;
- Special construction and dismantling, including heritage structures, hazardous materials abatement, etc.;
- Final specifications (including sustainable procurement strategies);
- Prepare 33%, 66%, 99%, and 100% complete “construction documents” - drawings and specifications;
- Include copies of all investigation reports and tests.

4.1.6 Field Quality Control Testing

- Prepare terms of reference for field quality control testing.

4.1.7 Budget, Project Planning, Monitoring & Control (PPM&C), and Risk Analysis:

In collaboration with all disciplines:

- Prepare Class 'A' cost estimate at 99% complete;
- Update work breakdown structure and work plan;
- Prepare milestone cost summary report and cost exception report;
- Update milestone project schedule complete with summary of revisions and mitigation strategies (if significant change occurs);
- Update risk implications and mitigation strategies.

4.1.8 Pre-qualification:

Develop a tender package for pre-qualification of the general contractor, and its key sub-contractors trade specialists, including conservation skills and knowledge.

4.2 Deliverables

Deliverables shall occur in four stages, completeness of the project development shall reflect the stage of submission: 33%, 66%, 99% or 100%. The consultant team shall prepare and submit an integrated construction document report as well as the 100% construction documents (drawings and specifications) for review and approval by the Project Manager. Revise as required by the Project Manager. Resubmit for acceptance. The construction document report will update the design development report, consolidate the Scope and Activities identified above, and will continue to be utilized as the benchmark project control document to monitor progress of the project.

4.2.1 Executive Summary

The executive summary is intended to provide a précis of the construction document report and outline any recommendations requiring PWGSC approval.

4.2.2 Administrative

Aspects to be included:

- Copy of authorization to proceed with construction documents;
- Prepare Budget, PPM&C, and Risk Analysis section of the construction document report.
- Summary of participation in information exchange / team meetings;
- Update of quality management process(es) for the consultant team.

4.2.3 Regulatory

Aspects to be included are:

- Update detailed building code analysis (code statement);
- Update detailed fire and life safety strategy (fire and life safety statement);
- Detailed standards analysis (standards statement);
- Detailed standards analysis (standards statement);

- Detailed summary of meetings with authorities having jurisdiction;
- Summary of follow-up regarding building permit application.

4.2.4 Heritage Conservation Approach

Aspects to be included are:

- Detailed approach to the application of conservation policies and practices;
- Detailed identification of opportunities and strategies that limit impact to the heritage fabric; and,
- Detailed approach to balancing the conservation objectives with other project objectives and economic constraints.

4.2.5 Building / Structure Design

Construction Documents 33% Submission:

Fully coordinated, integrated, discipline specific:

- Drawings, specifications and construction document report;
- Updated project schedule report;
- Updated risk mitigation;
- Provide input to PWGSC for Designated Substance Report; and
- Draft pre-qualification tender package.

4.2.6 Construction Documents 66% Submission:

Fully coordinated, integrated, discipline specific:

- Drawings, specifications and construction document report
- Quantities of material (each type of stone replacement) required, and confirmation of quarry stone compatibility and availability;
- Pre-qualification tender package;
- QA meeting - presentation to PWGSC how consultant is ensuring QA activities; demonstrate to PWGSC how disciplines and specialties are co-ordinated;
- Updated cost estimate;
- Updated project schedule;
- Updated risk mitigation;
- Review and include DSR in specification.

4.2.7 Construction Documents 99% Submission:

Fully coordinated, integrated, discipline specific: working drawings, specifications and construction document report. Include:

- Support data, studies and calculations;
- Copies of investigation reports, tests and logs;
- Class 'A' cost estimate;
- Updated project schedule report;
- Updated risk mitigation;
- Unit price schedule for tender purposes as per "Doing Business".

4.2.8 Final 100% Complete Submission

This submission incorporates all revisions required by the review of the 99% submission and, with a view to issuing tender documents. Provide the following:

- Pre-qualification document in both official languages;
- Complete set of signed and sealed original drawings and specifications in both official languages;
- Drawings (AutoCAD & PDF) and specifications (PDF) in both official languages;
- Unit price schedule for tender purposes;

- Signed check list indicating construction documents prepared in accordance with “Doing Business” requirements;
- Complete commissioning plan and associated documents, as required;
- As a safeguard against loss or damage to the originals, retain one (1) complete set of drawings in reproducible form as well as one (1) copy of the specifications in each official language; and,
- Electronic version of drawings and specifications: electronic true copy of final submission drawings and specifications on one or multiple CD-ROM in Portable Document Format (PDF) in accordance with the User manual on Directory Structure and Naming Convention Standard for Construction Tender Documents on CD-ROM.

The PDF files should to the greatest extent possible be derived from the native software in which they were created and must not have any password protection and printing restrictions.

The electronic true copy of drawings and specifications is for tendering purposes only and do not require to be signed and sealed. The original signed and sealed hard copy of drawings and specifications submitted under the Consultant’s contract will be the version used by the successful contractor for construction and building permit purposes. It is recommended that the hard copy submission be printed from PDF version to eliminate any possibility of conflicts between the hard copy set and the electronic version.

Electronic Version of Addenda: Addenda, where needed in electronic format (PDF) will be without password protection and printing restrictions.

4.2.9 Budget, Project Planning, Monitoring & Control (PPM&C), and Risk Analysis:

Aspects to be included (but not limited) are:

- Class 'A' cost estimate;
- Update work breakdown structure and work plan;
- Milestone cost summary report and cost exception report;
- Updated -project schedule report, complete with summary of revisions and mitigation strategies;
- Updated milestone project schedule, complete with summary of revisions and mitigation strategies;
- Updated risk implications and mitigation strategies.

4.2.10 Response to PWGSC Quality Assurance Report

Aspects to be included (but not limited):

- A review and analysis of comments provided by PWGSC project management team, including the COE technical resources team and [client / user] design review team;
- Prepare and submit a written response to all comments provided by the above team(s) and proposed actions.

4.2.11 Response to FHBRO, NCC, etc.

Aspects to be included are:

- Response to regulatory review reports (e.g. FHBRO, NCC, etc.).

RS 5 TENDER CALL, BID EVALUATION & CONSTRUCTION CONTRACT AWARD

The Consultant shall obtain written authorization from the Project Manager before proceeding with the Tender Call, Bid Evaluation & Construction Contract Award stage.

The objective of this stage is to obtain and evaluate pre-qualification bids from Contractors, and then bids from these qualified Contractors to construct the project as per the tender documents, and according to government regulations, including Federal Rules for Bid Depositories.

5.1 Scope and Activities

The Consultant Team scope and activities shall include, but are not limited to the following:

5.1.1 Administrative:

In collaboration with all relevant disciplines, participate in:

- Bidders briefing meetings: (two meetings: one for pre-qualification and one for construction); and,
- Record and prepare meeting minutes.

5.1.2 Regulatory:

In collaboration with all relevant disciplines:

- Analyze, revise, and resubmit requests from the municipal building department with respect to the building permit application;
- Follow-up with the Municipal Official the status of the building permit application.

5.1.3 Tender documents:

In collaboration with all relevant disciplines, prepare:

- Minutes of the bidders briefing meeting(s); Include all questions asked and given responses;
- Addenda based on questions arising out of the bidders briefing meeting and requests for clarification;
- Addenda required by bidders to fully interpret the tender documents;
- Examine and report on any cost and schedule impact created by issue of tender addenda;
- Full notes of all inquiries during the bidding period.

5.1.4 Budget, Schedule and Risk Analysis (Bid evaluation):

In collaboration with all relevant disciplines, review and evaluate:

- The responses to the pre-qualification tender call;
- The completeness of low bid for construction in all respects;
- Analyze unit costs for reasonableness;
- The cost with respect to the class 'A' estimate; indicate if the low bid is fair and reasonable;
- The technical aspects of the low bid;
- The effect of alternatives and qualifications, which may have been included in the tender with respect to the budget, schedule, and risk mitigation.

5.2 Deliverables

The Consultant Team shall prepare an integrated pre-qualification tender call and bid evaluation report for review and approval by the Project Manager. Revise as required by the Project Manager. Resubmit for acceptance. The pre-qualification, tender call, and bid evaluation report shall include but is not limited to the following:

5.2.1 Executive Summary

The executive summary is intended to provide a précis of the tender call, bid evaluation & construction contract award report and outline any recommendations requiring PWGSC approval.

5.2.2 Administrative

Aspects to be included are:

- Summary of bidders briefing meetings;

5.2.3 Regulatory

Aspects to be included are:

- Copies of revised building permit submission(s); and,
- Summary of follow-up meetings with Municipal Official re: building permit status.

5.2.4 Pre-qualification and Tender Documents

Aspects to be included are:

- Minutes of the bidders briefing meetings;
- Report evaluating the Contractor's responses to the pre-qualification call;
- Summary of information required by bidders to fully interpret the tender documents;
- Summary of addenda based on questions arising out of the bidders briefing meetings and requests for clarification;
- Summary of any cost and schedule impact created by issue of tender / addenda;
- Full notes of all inquiries during the bidding period.

5.2.5 Budget, Schedule and Risk Analysis (Bid evaluation):

Aspects to be included are:

- Summary of the completeness of tender documents in all respects;
- Summary of the cost with respect to the class 'A' estimate;
- Summary of the technical aspects of the tenders;
- Summary of the effect of alternatives and qualifications which may have been included in the tender;
- Summary of the bidders' capability to undertake the full scope of work with respect to the project objectives, constraints, impacts, budget, schedule and risk mitigation.

5.2.6 Re-Tender, as required

Aspects to be included are:

- Construction documents to bring the cost within the stipulated limits;
- Cost, schedule, and risk implications and mitigation strategies.

RS 6 CONSTRUCTION & CONTRACT ADMINISTRATION

The Consultant shall obtain written authorization from the Project Manager before proceeding with the Construction and Contract Administration stage.

The object of this stage is to implement the project in compliance with the tender documents and to direct and monitor all necessary or requested changes to the scope of work during construction, commissioning, and closeout.

6.1 Scope & Activities

The Consultant Team scope and activities shall include, but not limited to the following:

6.1.1 Administrative:

In collaboration with all relevant disciplines:

- Participate in meetings;
- Confirm quality management processes for the Consultant Team during construction.

6.1.2 Regulatory:

In collaboration with all relevant disciplines:

- Participate in start-up meeting;
- Confirm building permit issued;
- Confirm notice of project with the Workplace Safety Inspection Board (WSIB);
- Review construction for compliance with applicable bylaws, regulations, safety requirements;
- Confirm relevant inspection agencies notified.

6.1.3 Heritage Conservation Approach

Aspects to be considered are:

- Monitor and review to ensure conformance with conservation approach through to completion of construction;

- Heritage recording of works through record documents.

6.1.4 Tender Documents – Issued for Construction:

In collaboration with all relevant disciplines:

- Prepare and update the tendered documents - drawings and specifications - to include all revisions which have occurred as a result of addenda issued during the tender period, in the language of contractor choice;
- Confirm, in writing to the Project Manager, that all addenda have been integrated into the tender documents - issued for construction - prior to distribution;
- Sign and seal all documents (drawings and specifications).

6.1.5 Implementation Details:

In collaboration with all relevant disciplines:

6.1.5.1 Construction meetings

- Call meetings on a weekly basis, commencing with the construction briefing meeting with the Contractor and PWGSC immediately after contract award; and,
- Prepare draft minutes of the meetings and provide to Project Manager the next day at the latest. Incorporate comments and distribute copies to all participants no more than two days later.

6.1.5.2 Cost, Schedule, Risk Management Changes

The Consultant does not have the authority to change work nor the price nor the time extensions of the construction contract. All changes will be issued in writing by the department by means of Change Orders;

- Make every effort to assist the Project Manager to avoid;
- Have the authority to order minor adjustments in the work, which are consistent with the intent of the Contract Documents, when these do not involve an adjustment in the contract price or an extension of the contract time. The practice of 'trade off' is not allowed;
- Obtain the Contractor's schedule with sufficient details as soon possible after contract award;
- Monitor the approved construction schedule, take necessary steps to ensure that the schedule is maintained and submit a detailed report to the Project Manager concerning any delays;
- Ensure the detailed Commissioning Schedule is updated before the start of the Commissioning Phase;
- Obtain from the Contractor detail cost breakdown on standard PWGSC form, review and recommend to Project Manager. The detail cost breakdown must be submitted to PWGSC with the Contractor's first Progress Claim. The first detail cost breakdown will be the baseline for all subsequent progress payments. Thus, ensure that the details provided are acceptable and the cost distribution is fair and reasonable. If need be, negotiate with Contractor to bring it to an acceptable level;
- Prior to formal submission of progress claims, discuss with the Contractor progress of work and amounts owing. The Contractor may claim for payment of material on site (not incorporated in work) stored in a secure area; however, a detailed list of materials with supplier's invoices showing price of each item must accompany claim. The Consultant shall check and verify the list. Recommend approval of progress payments submitted by the Contractor;
- Prepare and submit Contemplated Change Notices (CCN) electronically to Project Manager including: sketches/drawings, detail cost estimates in elemental cost analysis format, impact on schedule and budget, and reasons for changes. Advise if the change can be done after completion of contract by other Contractor. If it must be done by the Contractor and advise on impact if the change is not done. The Project Manager will issue the CCN to the Contractor for quotation. The Consultant is to ensure the receipt of detail cost quotation from the Contractor. Review quotation and promptly advise the Project Manager if the quotation is complete, fair and reasonable. Provide assistance in resolving the issue, if the quotation is not complete, fair and reasonable;

- Review and monitor the construction cost, schedule and project risks and mitigation strategies on a monthly bases. Reporting findings to Project Manager.

6.1.5.3 Shop Drawings

- Provide a list containing all shop drawing to be submitted by the Contractor and track submissions and provide regular update to PWGSC;
- Review and take other appropriate action with reasonable promptness upon such Contractor's submittals as shop drawings, product data, and samples, for conformance with the general design concept of the Work as provided in the Contract Documents.

6.1.5.4 General Review

- Co-ordinate services of Consultant Teams as applicable, and advise and consult with PWGSC;
- Have access to the work at all times whenever it is in preparation or progress;
- Carry out and co-ordinate as applicable the general review and field review of the Work;
- Examine, evaluate and report to PWGSC upon representative samples of the work;
- Keep Project Manager informed of the quality and progress of the work, and report to PWGSC defects or deficiencies in the work observed during the course of the site reviews;
- Interpret the requirements of the Contract Documents and make findings as to the performance there under by both PWGSC and the Contractor;
- Render interpretations in writing and graphic form as may be required with reasonable promptness on the written request of either PWGSC or the Contractor;
- Render written findings within a reasonable time, on all claims, disputes, and other matters in question between PWGSC and the Contractor relating to the execution or performance of the Work or the interpretation of the contract documents;
- Render interpretations and findings consistent with the intent of and reasonably inferable from the contract documents showing partiality to neither the PWGSC nor the Contractor, but shall not be liable for the result of any interpretation or finding rendered in good faith in such capacity;
- Have the authority to reject work which does not conform to the Contract Documents, and whenever, in the Consultant's opinion, it is necessary or advisable for implementation of the intent of the Contract Documents, have the authority to require special inspection or testing of work, whether or not such work has been fabricated, installed or completed;
- Review and evaluate all test reports. Immediately notify PWGSC when tests fail to meet project requirements.
- Furnish supplemental instructions to the Contractor with reasonable promptness or in accordance with a schedule for such instructions agreed to by the PWGSC and the Contractor;
- Site review services will be provided by the Consultant for the purpose of ongoing quality assurance and control throughout the construction stage of the project. The quality assurance and control shall be done by professional and technical specialists in their field of expertise involved in the design work for each of the envelope components, through visiting the site and reviewing the work on a regular basis according to project requirements; Noise and dust generating work may be limited to evening shifts and weekends. Thus, it is expected that a majority of the work and site review will be done on evening and weekend shifts;
- Prepare and submit to Project Manager site review report for each site visit

summarizing work reviewed and site instructions, within 1 day of site visit. Site Services also include review and confirm all repairs and conservation treatments by specialists in their field of expertise involved in the design work for each of the envelope components, at applicable stages of the work;

- Receive from the Contractor and forward to PWGSC for PWGSC review the written warranties and related documents;
- Prepare interim and final certificates of completion.

6.1.5.5 On-site Clerk of Works

The Consultant may be requested to include Clerk of Works for record keeping and reporting on health and safety infractions on site as follows:

- Part-time Clerk of Works for specified time period;
- Full time Clerk of Works for specified time period;
- Noise and dust generating work is anticipated to be limited to evening shifts and weekends. Thus it is expected that work may also be done on evening and weekend shifts. Accordingly, these resident site services may include days, evenings and weekend work. Shifts may vary week to week depending on work in progress.

Clerk of Works are required to have knowledge in health and safety and all field of the scope of work in this project. In addition, they shall have a broad knowledge of heritage conservation works, heritage recording, with particular technical knowledge of stone masonry conservation.

- Clerk of Works Duties includes:
 - Examine all site conditions and monitoring of all the work;
 - Inspect the areas where hazardous work is under way to ensure that the Contractor is maintaining the agreed safety standards. Any infractions may result in the Clerk of Works stopping the work. All infractions, or work stoppages ordered shall be reported in writing and verbally to the Consultant and Departmental Representative;
 - Record keeping work (log book, photographic records). The logbook shall record daily activities and major work done: health & safety, Contractor presence, environmental conditions, material testing, shutdowns, temperature, weather, major material deliveries, issues. The logbook shall be updated on a daily basis and available for review by the Project Manager. Submit logbook entries on a daily basis to Project Manager;
 - Monitoring of progress of the work. Keeping record of work performed and materials used. Keeping up to date records of progress of work, unit price work, unit price repair designations, and quantities of unit price work completed;
 - Assistance in gathering information required for production of record documents and commissioning;
 - Preparing bound document of logbook for submission at end of project.

6.1.5.6 Commissioning:

In collaboration with all relevant disciplines and PWGSC, the Consultant shall:

Operator oriented (O&M):

- Ensure compliance with and implementation of the commissioning and training plans. Update plans as necessary throughout the construction and commissioning phases of the project;
- Witness and certify all testing, including testing off-hours or off-site;
- Prepare and post operating instructions;
- Finalize the design intent brief to reflect the as-built and as-commissioned work;
- Debrief and submit project records to PWGSC.

Material Maintenance:

- Heritage recording of work through record of documents, CAD drawings, detailed description of repairs and conservation treatments, material field test results;

- Maintenance requirements for building envelope components;
- Review, package and organize Contractor as-built drawings, specifications, shop drawings submittals, samples, etc.

6.1.5.7 Post Construction:

- Prior to the end of the one (1) year period following the date of substantial performance of the work, review any defects and/or deficiencies which have been observed and reported during that period, and notify PWGSC, in writing, of those items requiring attention by the Contractor to complete the work in accordance with the contract;
- Conduct a final warranty review. Identify all other items which have an extended warranty period and identify review date(s) for each item. Submit documentation to PWGSC;
- Advise and assist facility operations personnel on sustainable design aspects of the design and operations to ensure an ongoing sustainable operation.

6.2 Deliverables

Deliverables for Construction and Contract Administration stage include the following:

- Minutes of meetings;
- Copy of building permit issued;
- Copy of notice of project with the Workplace Safety Inspection Board (WSIB);
- Copies of notification to relevant inspection agencies;
- Updated tendered tender documents - drawings and specifications - including all revisions which have occurred as a result of addenda issued during the tender period;
- Confirmation that all addenda have been integrated into the tender documents - issued for construction - prior to distribution;
- Bound document of Log Book;
- Progress reports;
- Site instructions and site visit reports;
- Two (2) copies of reviewed shop drawings;
- One copy of all Contractor submittals, samples, data sheets;
- Contractor progress claims and Consultant recommendations for payments;
- Cost, schedule, scope impact, risk and mitigation strategies reports: Updated at the end of each month;
- Documentation (graphic, written, etc.) for CCN's (CCN's and CO's are issued by PWGSC);
- Commissioning – Operations & Maintenance Manual (building operator oriented):
 - Summaries of implementation of the commissioning and training plans. Update plans as necessary throughout the construction and commissioning stages of the project;
 - Certified and dated performance verification (PV) results;
 - Certifications for all testing, including testing off-hours or off-site report;
 - Operating instructions report;
 - Debrief commissioning activities;
 - List of spare parts.
- Commissioning – Material Maintenance Manual:
 - Heritage recording of work through record documents, record CAD drawings, detailed written and graphic description of repairs and conservation treatments, materials, mortar mixes, material field test results;
 - Review, package and organize Contractor as-built drawings, specifications, shop drawings, submittals and samples;
 - Maintenance requirements for building envelope components;
- Interim and final certificates of completion including respective reviews and acceptances;

- Contractor as-built drawings, specifications, shop drawings, submittals and samples;
- Final updated originals (hard copy and electronic) Consultant record drawings;
- Warranty deficiency list;
- Final warranty review and report including extended warranty documentation;
- Summary of advice and assistance provided to facility operations personnel on sustainable design aspects of the design and operations; and,
- Post-construction evaluation.

Appendix F

Submission Requirements and Evaluation

Submission Requirements and Evaluation (SRE)

SRE 1 GENERAL INFORMATION

1.1 Reference to the Selection Procedure

An 'Overview of the Selection Procedure' can be found in 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 (GI 10).

1.3 Calculation of Total Score

For this project the Total Score will be established as follows:

$$\begin{array}{rcl} \text{Technical Rating x 90\%} & = & \text{Technical Score (Points)} \\ \text{Price Rating x 10\%} & = & \text{Price Score (Points)} \\ \hline \text{Total Score} & = & \text{Max. 100 Points} \end{array}$$

SRE 2 PROPOSAL REQUIREMENTS

2.1 Requirement for Proposal Format

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

- Submit one (1) bound signed original plus five (5) bound copies of the proposal;
- Paper size should be - 216mm x 279mm (8.5" x 11");
- Minimum font size - 11 point Times New Roman or equal;
- Minimum margins - 12 mm left, right, top, and bottom;
- Double-sided submissions are preferred;
- One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper;
- 279mm x 432 mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages; and
- 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 fifty (50) pages.

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

- Covering letter

- 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
- Declaration/Certifications Form (Appendix A)
- Price Proposal Form (Appendix B)
- Team Identification Form (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 Licensing, Certification or Authorization

The Proponent shall be an architect licensed or eligible to be licensed to provide the necessary professional services to the full extent that may be required by provincial law in the province of Ontario and Quebec. If the Proponent is licensed to practice in only one of the two provinces then that Proponent must be eligible and willing to be licensed in the province in which they are not licensed.

You must indicate current license or how you intend to meet the provincial licensing requirements.

3.1.2 Consultant Team Identification

The core conservation team to be identified at the time of the submission must include the following:

Prime Consultant (the Proponent):

- Architect with Heritage Conservation Experience

Sub-Consultants:

- Structural Engineer with Heritage Conservation Experience
- Masonry Conservator
- Wood and Window Conservator
- Metal Conservator

In the case of a joint venture identify the existing or proposed legal form of the joint venture (refer to General Instructions – Limitation of Submissions).

Proponents must complete the following:

- Team Identification Form found in Appendix C.

3.1.3 Declaration/Certifications Form(s)

Proponents must complete, sign and submit the following:

- Declaration Form found in Appendix A.

3.1.4 Integrity Provisions – Associated Information

Proponents who are incorporated, including those submitting proposals as a joint venture, must provide 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. 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 provide the names within the time frame specified 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 Achievements of Prime Consultant (the Proponent)

Describe the Proponent's achievements as prime consultant on projects.

Present **four (4) conservation projects for which services were rendered between 2009 and 2014**. Projects best suited for submission shall reflect a full scope of services in accordance with the Required Services (RS) section. Of these 4 conservation projects, no more than one (1) can be a study/report/analysis type of mandate. Joint venture submissions are not to exceed the maximum number of projects.

Information that should be supplied for each project:

- Project title;
- Required services;
- Photographs or graphic illustrations;
- Heritage designation of the asset (if applicable);
- Brief project description and project objectives;
- Specific Conservation challenges and how they were resolved;
- List of key deliverables submitted;
- Awards (if applicable);

- Value of professional fees; and
- Names of key personnel (maximum of 4) responsible for project delivery (indicate one of the following level for each individual: partner, senior, intermediate or junior and their specific contribution to the project).

3.2.2 Achievements Sub-Consultants

Describe the achievements and experience either as prime consultant or in a sub-consultant capacity on projects.

If the Prime Consultant (the Proponent) proposes to provide multi-disciplinary services, which might otherwise be performed by a sub-consultant, this should be reflected here. Projects best suited for submission shall reflect services identified in the Required Services (RS) section.

Present **three (3) conservation projects for which services were rendered between 2009 and 2014** per key sub-consultant or specialist. If a sub-consultant is proposed for multi-disciplinary services, 3 conservation projects should be selected per discipline.

Information that should be supplied for each project:

- Project title;
- Required services;
- Photographs or graphic illustrations;
- Heritage designation of the asset (if applicable);
- Brief project description and project objectives;
- Specific Conservation challenges and how they were resolved;
- List of key deliverables submitted;
- Awards (if applicable);
- Value of professional fees; and
- Names of key personnel (maximum of 4) responsible for project delivery (indicate one of the following levels for each individual: partner, senior, intermediate or junior and their specific contribution to the project).

3.2.3 Achievements of Key Personnel - Prime Consultant

Describe the experience and achievements of Key Personnel of the Prime Consultant to be assigned to this Standing Offer. This is the opportunity to emphasize the strengths of the individuals on the team, and to recognize past responsibilities, commitments and achievements.

Information that should be supplied for each key personnel:

- Professional accreditation;
- Achievements/awards;
- Relevant experience;
- Expertise;

- Number of years of experience;
- Level of the individual within the firm (either partner, senior, intermediate or junior).

3.2.4 Achievements of Key Personnel - Sub-Consultants

Describe the experience and achievements of Key Personnel of the Sub-Consultants to be assigned to this Standing Offer. This is the opportunity to emphasize the strengths of the individuals on the team, and to recognize past responsibilities, commitments and achievements.

Information that should be supplied for each key personnel:

- Professional accreditation;
- Achievements/awards;
- Relevant experience;
- Expertise;
- Number of years of experience;
- Role, responsibility and degree of involvement of individual in past projects; and
- Level of the individual within the firm (either partner, senior, intermediate or junior).

3.2.5 Hypothetical Project - Rehabilitation of a Classified Federal Heritage Building

Project Background

PWGSC not having any more sufficient internal professional resources has decided to outsource the rehabilitation and expansion project of a prominent classified federal heritage building located in Ottawa. The asset has been vacant for several years and has suffered from a lack of proper maintenance. Nevertheless, the building still has several exterior character defining elements such as its elaborate masonry, architectural metal work and metal windows. It should be noted that these features are in poor condition. The interior of the building still boasts frescoes and original furniture, some of which may not be required by the potential tenant. Previous building condition assessments have outlined that the building does not meet various building code requirements including seismic requirements. Unfortunately, few and perhaps inaccurate drawings of the asset have been found so far. Some information about the history of the building has been found, but little regarding modifications made to the asset over the years.

Project Objectives

After assessing the demanding preliminary functional program established by the potential tenant, it is clear that a multi-story addition will be required as the total area of the existing building will not be sufficient to accommodate all the functional requirements. There is sufficient adjacent land to expand the building, but it has been reported that archaeological remains may exist on that empty lot. The PWGSC project manager has been told that both FHBRO and NCC will have to be consulted during the elaboration of this project. The potential tenant has identified a budget for this project,

but PWGSC wants to make sure it is realistic. Finally, the potential tenant has stringent security requirements and has reminded PWGSC to not forget this important aspect of their organisation.

Required Services

As a prime architectural consultant specialising in heritage conservation, PWGSC is asking you to submit a Proposal for Services for this project. Your proposal should cover the services RS 1A (Pre-Design Services) as described in this RFSO that in your opinion should be provided for this project. It should include the services to be provided by your sub-consultants who are part of your standing offer team as well as the services of other conservation specialists, or other consultants, that you consider should also be on your team for this particular project.

Conservation Design Philosophy and Approach

As the prime consultant, in your Proposal for Services you must elaborate on your proposed overall design philosophy, heritage conservation approach and methodology for this project. In addition, you must demonstrate in your opinion which key 'Standards and Guidelines for the Conservation of Historic Places in Canada' would apply to this project. This will be the opportunity for you and your team of consultants to present the team's overall design philosophy for this project as well as your approach to resolving design issues inherent to the addition of a new wing to a "Classified" federal heritage building. Also, an approach and rationale to conserving deteriorated building assemblies and addressing structural deficiencies should be mentioned in your Proposal for Services. Considerations which influence decisions on material selection and design as well as strategies for addressing potential competing objectives must be outlined.

Management of Services

As the prime consultant, you should describe in your Proposal for Services how you propose to perform the services. You must describe how you will:

- Manage the services to ensure continuing and consistent quality control of deliverables;
- Assign tasks between joint venture colleagues (if this is applicable to your Request for Standing Offer submission) and sub-consultants; and
- Communicate efficiently with client and sub-consultants.

Detailed Team Composition

As this is a hypothetical project, it is not necessary to include a fee proposal in your Proposal for Services. However, a detailed description of your team composition **should** be included. Using the names of your actual Key Personnel (as described in section SRE 3.2.3) identify which individuals from your actual firm you would assign to this project and specify their role and tasks. The same information **should** be included for each of your sub-consultants part of your standing offer team. If you propose other sub-consultants not part of your standing offer team (for example an interior designer), you don't have to provide their names but just specify their discipline.

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
3.2.1	Achievements of Proponent on Projects	2.0	0 - 10	0 - 20
3.2.2	Achievements of Sub-consultants on Projects	2.0	0 - 10	0 - 20
3.2.3	Achievements of Key Personnel (Proponent)	1.0	0 - 10	0 - 10
3.2.4	Achievements of Key Personnel (Sub-Consultants)	1.0	0 - 10	0 - 10
3.2.5	Hypothetical Project	4.0	0 - 10	0 - 40
	Technical Rating	10.00		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 Technical Rating of sixty (60) points out of the hundred (100) points available as specified above.

No further consideration will be given to Proponents not achieving the pass mark of sixty (60) points.

SRE 4 PRICE OF SERVICES

All price proposal envelopes corresponding to responsive proposals, which have achieved the pass mark of sixty (60) points, will be 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 receive no further consideration.

The remaining price proposals are rated as follows:

- The lowest price proposal receives a Price Rating of 100;
- The second, third, fourth, and fifth lowest prices receive Price Ratings of 80, 60, 40, and 20 respectively. All other price proposals receive a Price Rating of 0;
- On the rare occasions where two (or more) price proposals are identical, the matching price proposals receive the same rating and the corresponding number of following ratings are skipped.

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

SRE 5 TOTAL SCORE

Total Scores will be established in accordance with the following:

Rating	Possible Range	% of Total Score	Score (Points)
Technical Rating	50 - 100	90	45 - 90
Price Rating	0 - 100	10	0 - 10
Total Score		100	45 - 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. The Crown reserves the right to issue up to four (4) Standing Offers.

SRE 6 SUBMISSION REQUIREMENTS - CHECKLIST

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

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

- Declaration / Certifications Form - completed and signed form provided in Appendix A
- Integrity Provisions – Associated Information - list of directors / owners
- Proposal - Submit one (1) bound signed original plus five (5) bound copies
- Front page of Request for Standing Offer
- Front page of Revision(s) to a Request for Standing Offer

In a separate envelope:

- Price Proposal Form - one (1) completed, signed and submitted in a separate envelope.

END of SRE