



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux
Canada

Place Bonaventure, portail Sud-Oue
800, rue de La Gauchetière Ouest
7e étage, suite 7300

Montréal
Québec

H5A 1L6

FAX pour soumissions: (514) 496-3822

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

Departmental Individual Standing Offer (DISO)

Offre à commandes individuelle du département(OCID)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Oue
800, rue de La Gauchetière Ouest
7e étage, suite 7300
Montréal
Québec
H5A 1L6

Title - Sujet SO Airport engineering - CLCA incl	
Solicitation No. - N° de l'invitation EF997-183032/A	Date 2018-03-06
Client Reference No. - N° de référence du client EF997-18-3032	GETS Ref. No. - N° de réf. de SEAG PW-\$MTC-560-14791
File No. - N° de dossier MTC-7-40377 (560)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-04-24	
Time Zone Fuseau horaire Heure Avancée de l'Est HAE	
Delivery Required - Livraison exigée .	
Address Enquiries to: - Adresser toutes questions à: Ghali, Camille	Buyer Id - Id de l'acheteur mtc560
Telephone No. - N° de téléphone (514)607-2190 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DES TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA ESC 1 - MPO/TRANSPORT CST 1 - DFO/TC 700 LEIGH CAPREOL DORVAL Québec H4Y1G7 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

Standing Offer - Airport engineering, including Set-aside (Inuit and CREE)

IMPORTANT NOTICE TO OFFERORS

This requirement is partially subject to the Comprehensive Land Claims Agreements (CLCA) entitled the Convention of the James Bay and Northern Quebec Agreement (JBNQA) - Inuit and CREE portion hereafter; Zone 2 & 3

For the requirements subject to the Comprehensive Land Claims Agreements (CLCA) entitled the Convention of the James Bay and Northern Quebec Agreement (JBNQA) - Inuit portion

For zone 2, this procurement initiative is reserved for beneficiaries of the following Comprehensive Land Claims Agreement (CLCA) titled the James Bay and Northern Quebec Agreement (JBNQA) as defined in chapter 28, clauses 28.10.3 and chapter 29, clauses 29.0.31 of this Agreement.

Further to Article 1802 of the Canadian Free Trade Agreement (CFTA), the CFTA does not apply to this procurement process.

This requirement is reserved for individuals defined as "Inuit", as defined in chapter 3 of the JBNQA (paragraphs 3.1.2, 3.2.4, 3.2.5 and 3.2.6). In respect to aboriginal Inuit business, they must be located to the north of the 55th parallel, as described in chapter 6 of the JBNQA.

Proponents must sign and complete the document entitled "Attestation for Program of Reserved Contracts for Aboriginal people" (see appendix D of the present document), understood here as «Inuits people» and beneficiaries of the JBNQA.

For the requirements subject to the Comprehensive Land Claims Agreements (CLCA) entitled the Convention of the James Bay and Northern Quebec Agreement (JBNQA) - CREE portion

For zone 3, this procurement initiative is reserved for beneficiaries of the following Comprehensive Land Claims Agreement (CLCA) titled the James Bay and Northern Quebec Agreement (JBNQA) as defined in chapter 28, clauses 28.10.3 and chapter 29, clauses 29.0.31 of this Agreement.

Further to Article 1802 of the Canadian Free Trade Agreement (CFTA), the CFTA does not apply to this procurement process.

This requirement is reserved for those individuals defined as "Cree", as defined in chapter 3 of the JBNQA (paragraphs 3.1.1, 3.2.1, 3.2.2 and 3.2.3). In respect to aboriginal Cree businesses, they must be located south of the 55th parallel or, for the Cree communities concerned, south of the 55.5th parallel, as described in chapter 5 of the JBNQA.

Proponents must sign and complete the document entitled "Attestation for Program of Reserved Contracts for Aboriginal people" (see appendix D of the present document), understood here as «CREE people» and beneficiaries of the JBNQA.

Where "Consultant" appears in this bid solicitation and the resulting Standing Offer and Call-Ups, this means "Offeror" and "Contractor" in the context of the Terms, Conditions and Instructions

Where "PWGSC" appears in this bid solicitation and the resulting Standing Offer and Call-Ups, this means "PSPC" in the context of the Terms, Conditions and Instructions

Where "Public Works and Government Services Canada" appears in this bid solicitation and the resulting Standing Offer and Call-Ups, this means "Public Service and Procurement Canada" in the context of the Terms, Conditions and Instructions

Standing Offer - Airport Engineering
REQUEST FOR STANDING OFFER (RFSO)

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SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

SI 1 Integrity Provisions – Declaration of Convicted Offences

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Proponent must provide **with its bid, as applicable**, to be given further consideration in the procurement process, the required documentation as per General instructions to Proponents (GI), Integrity Provisions – Proposal, **section 3b**.

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.

GENERAL INSTRUCTIONS TO PROPONENTS (GI)

Integrity Provisions – Proposal

1. The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the Request for Standing Offers (RFSO) is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the RFSO. The Proponent must comply with the Policy and Directives, which can be found at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>.
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier sub-consultants, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to be issued or is suspended from being issued a standing offer and to enter into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the Request for Standing Offers, the Proponent must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
 - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>.
4. Subject to subsection 5, by submitting a bid in response to this Request for Standing Offers, the Proponent certifies that:
 - a. it has read and understands the [Ineligibility and Suspension Policy](#);
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Proponent or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier sub-consultants; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Proponent is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>.

6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after issuance of the Standing Offer that the Proponent provided a false or misleading certification or declaration, Canada may set aside the Standing Offer and terminate for default any resulting contracts. Pursuant to the Policy, Canada may also determine the Proponent to be ineligible for issuance of a standing offer for providing a false or misleading certification or declaration.

GI 1 Definitions

In this Request for Standing Offers (RFSO), the following words or phrases have the corresponding meaning.

"Applicable Taxes":

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.

"Consultant Team":

The team of consultants, specialists and subconsultants, including the Proponent, proposed by the Proponent to perform the services required.

"Key Personnel":

Staff of the Proponent, subconsultants and specialists proposed to be assigned to this project.

"Price Rating":

A rating assigned to the price component of a proposal and subsequently used to establish a Price Score for inclusion as a percentage of the total score to be established following the evaluation and rating of technical proposals.

"Proponent":

"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.

"PWGSC Evaluation Board":

The board established to evaluate and rate proposals. Board members represent a broad cross-section of professional qualifications and experience.

"Technical Rating":

A rating assigned to the technical component of a proposal in the selection procedure and subsequently used to establish a Technical Score for inclusion as a percentage of the total score.

GI 2 Introduction

(i) Public Works and Government Services Canada (PWGSC) is inviting consulting firms with Airport Engineering expertise to submit proposals for Standing Offers. The selected consultants shall provide a range of services as identified in the Required Services section of this document for projects across the province of Quebec and in Inuit and Cree territories.

Zone 1: Across Quebec excluding zones 2 & 3 (excluding the NCR)

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

Zone 3: CREE Zone including, without restriction, Eastmain, Waskaganish, Wemindji, province of Quebec.

(ii) Proponents shall be licensed or eligible to be licensed to practise in the province of Québec. Firms should be able to demonstrate successful delivery of these services for a 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 and the quality of their relevant experience in this area, as well as the cost of the provision of these services.

(iii) It is PWGSC's intention to authorize up to six (6) Standing Offers, 2 for each zone, each for a period of two (2) years from the date of issuing the Standing Offers. The total dollar value of all Standing Offers is estimated to be \$8,000,000.00 (Applicable Tax Included) for the 2 years.

- **\$4 000 000** for across Quebec province excluding the zone 2 and 3 (excluding the NCR)
- **\$2 000 000** for Zone 2 INUITS and
- **\$2 000 000** for Zone 3 CREE

Individual call-ups will vary, up to a maximum of \$750,000.00 (Applicable Tax 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.

(iv) For zone **1**, this procurement is subject to the provisions of the North American Free Trade Agreement (NAFTA), World Trade Organization - Agreement on Government Procurement (WTO-AGP) and Canada-European Union Comprehensive Economic and Trade Agreement (CETA).

(v) For zones **2 & 3**, this procurement initiative is reserved for beneficiaries of the following Comprehensive Land Claims Agreement (CLCA) titled the James Bay and Northern Quebec Agreement (JBNQA) as defined in chapter 28, clauses 28.10.3 and chapter 29, clause 29.0.31 of this Agreement.

This request for standing offer related to zone 2 & 3, is excluded from international trade agreements under the provisions each agreement has set for small and minority businesses.

Further to Article 1802 of the Canadian Free Trade Agreement (CFTA), the CFTA does not apply to this procurement process.

Therefore:

• **Zone 2** is reserved for individuals defined as "Inuit", as defined in chapter 3 of the JBNQA (paragraphs 3.1.2, 3.2.4, 3.2.5 and 3.2.6). In respect to aboriginal Inuit business, they must be located to the north of the 55th parallel, as described in chapter 6 of the JBNQA. Proponents must sign and complete the document entitled "Attestation for Program of Reserved Contracts for Aboriginal people" (see appendix D of the present document), understood here as aboriginal Inuit businesses.

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

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

In other words, this procurement initiative is reserved exclusively for the targeted groups on condition that we receive at least one offer per zone, each zone being defined as mentioned here before.

If this is not the case, it will be necessary to initiate a new Call for Tenders which will be open to all businesses for either one or both of the zones, depending on the case.

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

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

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

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

GI 3 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 4 Contracting Authority and Departmental Representative

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

Camille Ghali, Supply Officer

Public Works and Government Services Canada
Real Property Contracting Directorate
Place Bonaventure, South-East Portal, Suite 7300
800, de La Gauchetière Street West
Montreal, Quebec H5A 1L6
Tel : 514-607-2190
Fax: 514-496-3822
camille.ghali@tpsgc.gc.ca

2. The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.
3. A Departmental Representative will be identified at time of each individual Call-Up.
4. 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 Legal Capacity

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, 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.

GI29 Code of Conduct for Procurement - Proposal

The Code of Conduct for Procurement provides that Proponents must respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the RFSO and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Proponent is certifying that it is complying with the Code of Conduct for Procurement (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>). Failure to comply with the Code of Conduct for Procurement may render the bid non-responsive

STANDING OFFER PARTICULARS (SP)

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.
4. 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 fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established.

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 two (2) years commencing from the start date identified on the Standing Offer.

If the Standing Offer is authorized for use beyond the initial period, the Consultant offers to extend its proposal for an additional 2 periods of 12 months each under the same conditions and at the rates or prices specified in the Standing Offer.

The Consultant will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Contracting Authority thirty (30) days before the expiry of the Standing Offer. A revision to the Standing Offer will be issued by the Contracting Authority.

SP 4 Call-Up Limitation

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$ 750,000.00 (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;

65% of the work given to the consultant ranked first;
35% for the consultant ranked second;

In the event that fewer than two (2) consultants are selected, the undistributed % of business will be redistributed amongst the selected offerors 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 fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established.
- 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 fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established in accordance with the hourly rate(s) established in the Standing Offer.
 - 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)

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;

Architectural and Engineering Services means services to provide a range of investigation and recommendation reports, planning, design, preparation, or supervision of the construction, repair, renovation or restoration of a work and includes contract administration services, for real property projects;

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 as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

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;

Construction Services means construction, repair, renovation or restoration of any work except a vessel and includes; the supply and erection of a prefabricated structure; dredging; demolition; environmental services related to a real property; or, the hire of equipment to be used in or incidentally to the execution of any construction services referred to above;

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 by a duly authorized departmental officer to perform the Departmental Representative's duties under the Agreement;

Facility Maintenance Services means services related to activities normally associated with the maintenance of a facility and keeping spaces, structures and infrastructure in proper operating condition in a routine, scheduled, or anticipated fashion to prevent failure and degradation including inspection, testing, servicing, classification as to serviceability, repairs, rebuilding and reclamation, as well as cleaning, waste removal, snow removal, lawn care, replacement of flooring, lighting or plumbing fixtures, painting and other minor works;

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 reduction in coverage."

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

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- (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 Performance evaluation - contract

1. The performance of the *Consultant* during and upon completion of the services will be evaluated by *Canada*. The evaluation includes all or some of the following criteria:
 - a. design
 - b. quality of Results
 - c. management

- d. time
 - e. cost
2. A weighting factor of 20 points will be assigned to each of the five criteria as follows:
- a. unacceptable: 0 to 5 points
 - b. not satisfactory: 6 to 10 points
 - c. satisfactory: 11 to 16 points
 - d. superior: 17 to 20 points
3. The consequences resulting from the performance evaluation are as follows:
- a. For an overall rating of 85% or higher, a congratulation letter is sent to the Consultant.
 - b. For an overall rating of between 51% and 84%, a standard “meets expectations”, letter is sent to the Consultant.
 - c. For an overall rating of between 30% and 50%, a warning letter is sent to the Consultant indicating that if, within the next two years from the date of the letter, they receive 50% or less on another evaluation, the Consultant may be suspended from any new Public Works and Government Services Canada (PWGSC) solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.
 - d. For an overall rating of less than 30%, a suspension letter is sent to the Consultant indicating that the Consultant is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year from the date of the letter.
 - e. When general average is between 30% and 50% and one of the rating is of 5 points or less on any one criterion, a suspension letter is sent to the Consultant indicating that the Consultant is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year from the date of the letter.

The form PWGSC-TPSGC 2913-1, Select - Consultant Performance Evaluation Report (CPERF), is used to record the performance.

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

The Ineligibility and Suspension Policy (the "Policy") and all related Directives incorporated by reference into the Request for Standing Offers on its closing date are incorporated into, and form a binding part of the Standing Offer and any resulting contracts. The Consultant must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>.

GC 28 Code of Conduct for Procurement – Standing Offer

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) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) and to be bound by its terms for the period of the Standing Offer and any resulting contracts.

0000DA SUPPLEMENTARY CONDITIONS (SC)

SC1 PSAB and/or CLCA

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

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

For zones 2 & 3 only, bidders must complete the certification in Appendix «D».

SC2 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, including translation of bidder's questions) shall be provided expeditiously in both languages, as necessary.
3. The Consultant's *services* during construction shall be provided in the language of choice of the *Contractor*. The successful Contractor will be asked to commit to one or other of Canada's official languages upon award of the *Construction Contract* and, thereafter construction and contract administration services will be conducted in the language chosen by the *Contractor*.
4. Other required services in both of Canada's official languages (such as construction documentation) are described in detail in the Standing Offer Brief.
5. The *Consultant* team, including the Prime *Consultant*, Sub-Consultants and Specialists Consultants shall ensure that the *services* being provided in either language shall be to a professional standard.

SC3 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)

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-cnmc.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)

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)

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.

STATEMENT OF REQUIREMENTS

ENGINEERING SERVICES RELATING TO PROJECTS IN AN AIRPORT ENVIRONMENT

(ZONE 1 GENERAL, ZONE 2 INUIT, ZONE 3 CREE)

QUEBEC REGION

- 1.0 Objectives
- 2.0 Background
- 3.0 General Description of Services
- 4.0 Management Services
- 5.0 Description of Services
 - 5.1 Pre-Design Study (RS 1)
 - 5.2 Conceptual Design (RS 2)
 - 5.3 Design Development (RS 3)
 - 5.4 Construction Documents (RS 4)
 - 5.5 Tender Call, Bid Evaluation and Contract Award (RS 5)
 - 5.6 Construction and Contract Administration and Post-Construction Warranty Review (RS 6)
 - 5.7 Resident Site Inspection Services (AS 1)
 - 5.8 Layout and Quantity Control (AS 2)
 - 5.9 Quality Assurance (Laboratory and Work-Site Services) (AS 3)
 - 5.10 Services of an External Cost Consultant (AS 4)

1.0 OBJECTIVES

The selected consulting engineering firms will be called on to provide professional services to assist PWGSC Real Property Branch, Quebec Region with project delivery and the provision of professional and technical services for airport projects carried out in Quebec on behalf of Transport Canada. The purpose of each call-up will be to assist a PWGSC project manager with a specific project and may include one or more of the services relating to airport engineering and in the areas of airport planning, development, operation and management which are listed and described in this document.

2.0 BACKGROUND

Transport Canada has 13 airports in Quebec: ten remote airports (Magdalen Islands, Schefferville, Dorval, Kuujuaq, Chevery, Blanc-Sablon, Eastmain, Wemindji and Waskaganish) and three regional airports (Sept-Iles, Nathasquan and Havre-St-Pierre). As part of its mandate, Transport Canada is required to maintain secure and efficient facilities. This involves carrying out a number of projects varying in scope and size every year. The projects relate mainly to the field of airport engineering (architecture, building and civil engineering and airport electrical engineering). The purpose of this request for proposals is to select the firms that will be called on, in a pre-determined order, to provide various professional services, from among the consulting engineering firms that meet the requirements of this standing offer.

Interested firms should take note that some projects carried out in the North may be reserved for Aboriginal enterprises in accordance with the Government of Canada's Land Claims Set-Aside Policy. This standing offer includes project-specific engineering services for Quebec's Inuit (Zone 2) and Cree (Zone 3) airports.

3.0 GENERAL DESCRIPTION OF SERVICES

In general, the services delivered to PWGSC shall be complete in that they will identify all major issues that will have a significant impact on the project. These services shall foster a surprise-free environment to ensure the successful implementation of the project. Note that the Government of Canada has adopted a series of measures to ensure that sustainable development principles are built into the policy of federal organizations. The PWGSC Real Property Branch has developed a strategy for integrating sustainable development principles into its policies and operations. The consulting engineer is expected to integrate sustainable design principles into the solutions it proposes for each project.

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

With respect to all services, the consulting engineer shall:

- attend the status meetings that will be held at regular intervals during this project, as specified during the call-up, chair the meetings, and prepare and distribute the minutes within the prescribed time frame;
- submit project status reports to the Departmental Representative according to the time intervals specified when the call-up is issued;
- when a client requests a change that could modify the scope of work or increase the cost of the project and/or services, secure the Departmental Representative's approval before incorporating it in the design;
- except as otherwise indicated in the call-up or in the standing offer, submit three (3) copies of all required documents, plus an electronic copy in each of the following electronic formats:
 - a copy of the original file in the software in which the documents were created, for example, Microsoft Word, Excel, AutoCAD, etc.;
 - a copy in "Portable Document Format" (PDF).

- Comply with the submission requirements contained in the document entitled "Doing Business with A&ES" which is appended to this standing offer.

4.0 MANAGEMENT SERVICES (Roles and responsibilities)

4.1 PROJECT MANAGER

The PWGSC project manager assigned to a specific project:

- is the Departmental Representative for the project;
- assumes overall responsibility for the progress of the project, including management, administration and coordination of activities specified in this document;
- liaises between the consulting engineer, PWGSC and the client department.

4.2 CONSULTING ENGINEER

The consulting engineer must:

- be able to understand, interpret and translate into technical terms the client department's requirements and set them out in the documents to be delivered under the project;
- establish and maintain for the duration of each project a project team that will be able to effectively provide the services described in this document;
- complete the project within the time frame and assigned budget in accordance with the plan approved by the project manager;
- following the issuance of a call-up, the consulting engineer will be responsible for producing all work described in the call-up document, in a conscientious and professional manner;
- take into account normal activities and the operational requirements of facilities, so as to minimize the impact of projects.
- coordinate the development and execution of the project, taking into work that is being planned or already in progress at the job site that is likely to interact with the project.

4.3 COORDINATION WITH TPSGC

The consulting engineer must:

- provide services in accordance with the approved documentation and the guidance provided by the project manager;
- correspond only with the project manager at the times and in the manner dictated by the project manager. The consulting engineer shall not communication with the client department unless so authorized in writing by the project manager;
- quote in all communications the title and number of the project and the PWGSC file number;
- inform the manager of any changes that could affect the schedule or the budget or that are inconsistent with the instructions or approvals already issued in writing. The consulting engineer will explain the scope of the changes and the reasons for them, in addition to obtaining written approval before making them.

4.4 RESPONSE TIME

4.4.1 Initial Project Meeting

The consulting engineer must be available to attend the initial project meeting with the project manager within three (3) business days after the date on which the consulting engineer is informed that his firm has been selected for the next call-up. The purpose of the meeting will be to review the project mandate, clarify the specific requirements and confirm acceptance of the call-up by the consulting engineer.

The consulting engineer will not be required to attend the initial project meeting if he declines the call-up before the meeting takes place. The consulting engineer could also decline the call-up at the time of the initial project meeting. In either case, the consulting engineer must confirm its intentions to the project manager in writing.

4.4.2 Project Proposal

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

The project proposal must meet all the applicable requirements of the standing offer and clearly identify the scope of work, the deliverables and the deadlines, in addition to meeting all other pertinent requirements set out in the call-up.

The consulting engineer must be able to demonstrate that he has enough qualified resources within the proposed project teams, to deliver the services described in the call-up within the specified time frame.

4.4.3 Availability during the Project

In all projects that are subject to a call-up, the principal consulting engineer and the sub-consultants, if any, must be available to attend meetings or respond to requests for information within 48 hours after the project manager makes the request, from the date of award of the call-up to the consulting engineer until final inspection and take-over.

4.5 OFFICIAL LANGUAGES

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

4.5.1 Bilingual Construction Documents

Unless otherwise specified by the project manager, the consulting engineer must:

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

The total amount to be paid for the preparation of bilingual construction documents should not exceed the amount specified in the service call-up, unless prior approval has been obtained from the Departmental Representative.

4.6 DESIGN PRINCIPLE

4.6.1 General

The Department expects the consulting engineer to maintain a high standard of quality, based upon recognized contemporary design principles. All aspects of a project and all disciplines involved in the project must be fully coordinated and consistent in adherence to good design principles.

Projects must be implemented in a manner that complies with federal, provincial and municipal environmental standards.

The quality of the materials and the construction methods shall be commensurate with the type of work and the budget. The use of experimental methods must be avoided. The life cycle costing of the facilities must be taken into account as well.

Maintenance and operating costs must be kept to a minimum. These costs must be taken into account in pre-design studies and every time materials and work methods need to be selected. In cases where several options are analyzed, prepare the cost/benefit analyses needed to support decision making.

The consulting engineer must prepare the specification based on the most recent version of the National Master Specification (NMS).

4.6.2 Specific Principles

The proposed facilities must comply with applicable industry accepted standards, guidelines and directives. Codes, regulations, bylaws and decisions of "authorities having jurisdiction" will be observed. In cases of overlap, the most stringent regulatory provisions will apply. The consulting engineer shall identify other statutory instruments and jurisdictions appropriate to the project.

All the design criteria must be consistent with the most recent versions of the applicable standards.

4.6.3 Sustainable Development

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

- addressing climate change and air quality challenges;
- maintaining water quality and availability;
- protecting nature and Canadians;
- Shrinking the environmental footprint.

Departments, including Public Works and Government Services Canada (PWGSC) and Transport Canada (TC), must still develop their own sustainable development strategy every three years. These new sustainable development strategies are aimed primarily at describing the efforts made by the departments to support the Federal Sustainable Development Strategy and the ways the departments are managing sustainable development.

The FSDS, together with links to the individual departments' sustainable development strategies, are available on Environment Canada's website (<http://www.ec.gc.ca/dd-sd/>).

4.6.4 Waste Management

The Real Property Branch (RPB) is bound by the Construction, Renovation, and Demolition (CRD) Non-hazardous Solid Waste Management Protocol. The protocol provides direction on undertakings related to the management of non-hazardous solid waste. The protocol is designed to meet the requirements of federal and provincial policies, and the commitments and immediate objectives of the RPS sustainable development strategy with respect to the management of non-hazardous solid waste generated in construction, renovation and demolition projects.

A solid waste management program must be put in place for all RPB projects. This is a regulated requirement in Ontario and exists as a policy everywhere else in Canada.

4.6.5 Risk Management

The consulting engineer must assist the project manager in identifying risks throughout the project life cycle. Please refer to the document "Doing Business with A&ES" which contains relevant definitions and the risk management checklist.

The risk management process includes (but is not limited to) the following elements:

- identify risks based on past experience and the proposed checklist or other available lists;
- qualify and quantify the probability of risk (low, medium or high) and the impact (low, medium or high);
- assign a priority to risks (by focusing on highly likely risks with a medium or high impact);
- Develop measures to prevent risks (i.e. evaluate the different alternatives for reducing the risk level. This is the real added-value of risk management.);
- Implement risk reduction measures.

A risk management strategy is crucial for PWGSC Project Management and integrates project planning into procurement planning. All project stakeholders will be an integral part of the risk management strategy, and will form an integrated production team.

4.6.6 Health and Safety

Public Works and Government Services Canada (PWGSC) recognizes that it has an obligation to protect the health and ensure the safety of all people who work on government construction projects. It also recognizes that federal government employees and private sector employees are entitled to receive the full protection afforded by occupational health and safety regulations.

To meet this requirement and enhance health and safety protection for all individuals on federal construction sites, PWGSC agrees to comply with provincial and territorial occupational health and safety acts and regulations, in addition to the *Canada Occupational Health and Safety Regulations*.

4.7 ISSUES

4.7.1 Major Cost Issues

Effective cost estimating and cost control is of prime importance and shall be provided by professional estimators. Cost estimates shall be submitted in elemental cost analysis format. The standard of acceptance for this format is the current issue of the elemental cost analysis format put out by the Canadian Institute of Quantity Surveyors.

Cost estimates shall have summary plus full back-up showing items of work, quantities, unit prices and amounts.

4.7.2 Major Time Issues

Notwithstanding the importance of quality and of remaining within budget, completing the work within the prescribed time frames is of critical importance in projects. At every stage of a project, the consulting engineer must make every reasonable effort to meet the deadlines set out in the project schedule.

4.8 DISCIPLINES/SPECIALTIES COVERED BY THE STANDING OFFER

The consulting engineer's team must be able to provide services in all airport engineering disciplines, including the following specialties:

Civil engineering:

- design and construction of surface structures; runway, taxiway and apron;
- the application of standards and recommendations concerning air zoning and the limitation or removal of obstacles;
- safety management systems;
- development of apron operation plan;
- the application of various aerodrome standards (Canadian and international);
- firefighting and protection systems;
- maintenance of the movement areas of an aerodrome and adjacent surfaces;
- the acquisition and operation of mobile equipment for the maintenance of an airport;
- aircraft hangars;
- the construction of roads and parking lots;
- signage and pavement marking;
- the development of roadside areas;
- surface and underground drainage;
- the management of the bird hazard;
- construction and operation of water and sewer systems;
- the treatment of wastewater; the treatment of drinking water;

Building engineering:

- heating / ventilation / air conditioning systems;
- systems ensuring the safety of restricted areas (fire alarm, sprinklers, access control, etc.);
- the structure of airport buildings; electrical networks / water / compressed air / natural gas / propane gas and vertical transport;
- plumbing;
- HVAC; Regulation; Refrigeration;
- Preventive maintenance program;
- Energy analysis

Electrical engineering for airports:

- visual aids to air navigation;
- Aerodrome power station;
- Auxiliary power supply;
- primary distribution;
- secondary distribution;

Architecture:

- development of functional and technical program;
- design and construction of an airport terminal including extension or redevelopment work;
- assessment of the condition of a building;
- analysis of the building envelope and other components;
- development of premises;
- signaling;

Airport Planning, Operations and Management:

- Airport planning in the short, medium and long term,
- The design and development of the airfield and infrastructures on the city side.
- Centralized management of maintenance and maintenance activities,
- The management system of preventive maintenance and coordination of interventions with operational teams
- Airport snow removal plan,
- Staff training plan,
- review of equipment and procedures vs. the expected service levels,
- Integration of deicing processes in winter operations
- emergency response plan, emergency management systems and practical exercises,
- safety management systems in restricted areas (terminal and airfield) and in public areas
- the analysis, implementation or optimization of baggage processes and technologies, such as self-labeling, activation of baggage tags, generic baggage deposit points, virtual inspection, process and passenger technologies, with the passage of customs in self-service, the traceability, the follow-up and the reconciliation of the passengers and their luggage, the evaluation of the wait times, the information and the alerts by SMS.

From time to time, the consulting engineer may need to hire consultants or specialists in specific areas of expertise in order to obtain all the technical information needed for design development or for decision making. The costs associated with the use of a specialist, in a discipline other than those specified in this standing offer, will be considered as disbursements and will be reimbursed in accordance with the conditions set out in the Basis of Payment.

If necessary, the consulting engineer may retain, for additional services (AS), a firm specializing in one of the following fields:

- Other specialties:
 - laboratory, geotechnical, environmental and material testing services;
- land survey, layout, work-site quantity control services;
- professional quantity surveyors (PQS) or construction estimators certified (CEC).

5.0 DESCRIPTION OF SERVICES (RS)

5.1 PRE-DESIGN STUDY (RS 1)

The objectives of this phase are as follows:

- prepare feasibility studies and analyze options;
- develop the implementation strategy and the preliminary implementation schedule;
- collect data and prepare condition reports on structures;
- prepare sustainable development strategies and the corresponding report;
- prepare the costing report (order of magnitude cost).

5.1.1 Feasibility Studies and Options Analysis

5.1.1.1 Objective

The objectives are to:

- study and analyze the construction materials and components, capacities, site conditions, including soil condition (the soil studies will be done at a later stage), etc.;
- analyze economic, regulatory, environmental and sustainability issues as well as technical problems;
- provide an overview of the research and analysis that will be required in the future to determine the feasibility of the project;
- develop options with cost estimates; and
- formulate recommendations.

5.1.1.2 Scope and Activities

Unless otherwise specified in the call-up, the scope and activities for the feasibility study and the analysis of options will consist of the following:

- Visit the site and study and analyze the elements that are likely to affect the feasibility of the project;
- Review the needs with respect to the facilities or structures concerned, particularly from the standpoint of established and new technologies.
- Analyze the project requirements/program;
- Examine all existing available materials related to the types of structures that already exist or are planned;
- Study and analyze all the existing codes, municipal and other regulations, and applicable standards;
- Evaluate the existing facilities in terms of compliance with the applicable codes and standards;
- Identify all authorities having jurisdiction and check all their requirements;
- 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);
- Prepare recommendations on the feasibility of the project.

- Develop at least two options, with Class D (order of magnitude) cost estimates, that are appropriate to the work and the problem to be solved.
- For each option, identify the benefits and drawbacks by emphasizing how and to what extent each option can address each problem and provide the rationale for recommending a given option.
- Analyze each option through a life-cycle assessment and a total cost analysis.

5.1.1.3 Deliverables

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

- A chapter on existing system elements including their condition, deficiencies and life expectancy;
- A chapter on all applicable codes, regulations, standards and authorities having jurisdiction;
- A chapter on environmental impacts and on feasibility, and where applicable, on the preliminary environmental assessment and CEAA screening report;
- A chapter on the recommendations and the options analysis, including the total cost analysis;
- description of problems, conflicts or other perceived information and identification of the options to be confirmed by the project manager;
- a chapter on class D (order of magnitude) costs for each option.

5.1.2 Implementation Strategy and Schedule

5.1.2.1 Objective

The objective is to develop an implementation strategy to achieve the project goals.

5.1.2.2 Scope and Activities

The responsibilities of the consulting engineer include (but are not limited to) the following:

- prepare a detailed implementation strategy that documents, in a report, all activities, milestones and deliverables required for the effective delivery of the project including time frames for submissions, reviews and approvals;
- prepare a project schedule in graph form, for example, using the critical path method (CPM), that identifies all the activities, milestones, critical timelines and long-lead items as well as the time frames for the effective production of documents related to the project, including time frames for submissions, reviews and approvals;
- the preliminary implementation strategy and schedule described below must include the following:
 - the time frame for phases;
 - coordination of activities with other work or normal site operations;
 - the construction strategy;
- advise the project manager of any changes to the scope of work that may affect schedule or are inconsistent with instructions or written approvals previously given. The consulting engineer shall specify the scope and reasons for the changes and obtain written approval before making them.
- submit the implementation schedule for review and revise them where necessary. Resubmit for final approval. The originally approved schedule will become the "baseline" schedule and will be used to monitor project progress;

- throughout the project, monitor critical path and deadlines for submissions, revisions and approvals. Submit weekly progress reports identifying documents produced, slippage and upcoming activities.

5.1.2.3 Deliverables

Prepare and submit the deliverables specified below:

- implementation strategy;
- time plan (schedule) for services and preliminary implementation plan.

5.1.3 Condition Reports on Existing Works or Facilities

5.1.3.1 Objective

The objective is to assess the condition of works or facilities to determine the most appropriate management strategy for the preservation, maintenance and (or) rehabilitation (or) retrofit/renewal of facilities, in order to satisfy current and future client requirements.

5.1.3.2 Report on building condition

As part of a mandate to complete a Building Condition Report, the consultant will carry out a range of activities, including:

- Review of existing documents and evaluation reports on building condition and operational and technical performance;
- Review of codes and standards applicable at the local, provincial and national level and of code compliance;
- Review of original drawings and as-built drawings;
- Review of existing maintenance contracts and of service levels; interviews with operating personnel to determine what type of maintenance is performed in-house and maintenance frequency through verification of available records;
- Review of annual and monthly maintenance schedules to ensure that all critical systems are properly maintained and tested. Assess the levels of maintenance to determine whether the equipment has the expected useful life;
- Ensure that sufficient maintenance is carried out to prevent failure of critical systems which could impact tenants;
- Ensure that life protection systems are evaluated for maintenance and testing, including randomly verifying the extinguisher maintenance, riser pressure etc.
- Research Phase

This phase consists of the site pre-inspection review of existing documentation, in order to confirm the range of information available and to identify any missing components or areas of concern which will require special attention during the next phase, that is, the condition survey.

The consulting engineer will carry out various activities, including:

- Review of existing documents and condition reports; review of codes and standards applicable in regions, provinces and across Canada, and analysis of code compliance;
- Review of original drawings and as-built drawings;

- Interviews with maintenance and operating personnel to enquire about specific issues that deserve consideration;

Some information may be supplied in the project brief prepared by the project manager. In other cases, efforts must be made to gather useful documentation to define and develop the project. The main data sources to be used are as follows:

- maps;
- digital plans and files;
- aerial photographs;
- data on traffic, traffic mix and loads;
- climatology and hydrology;
- construction history
- inventory of pavement structures.

Condition survey stage

The consulting engineer's team will conduct a detailed review of the condition of existing works:

5.1.3.3 Deliverables

Prepare and submit the deliverables specified below:

- Submit a report including a complete analysis of data related to condition, remaining useful life, code compliance, description of condition and the associated implications for the functioning of works.
- Append reports from experts, surveys or other results of analyses that support the recommendations.
- Submit a file of supporting photographs with the report.

5.1.4 Sustainable Development Strategies

5.1.4.1 Objective

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

- recycling and reuse of materials, systems and equipment;
- purchase of "green" materials;
- life-cycle cost calculation and cost/benefit analysis.

5.1.4.2 Scope and Activities

The tasks of the consulting engineer include (but are not limited to) the following:

- study and review the sustainable development strategies in relation to the project and make recommendations in that regard;
- prepare a detailed inventory of uncontaminated materials, systems and equipment with a view to reusing or recycling them. Identify target markets for recycled materials and make recommendations in this regard.
- conduct research on and identify "green" building materials that could potentially be used in the project, along with prospective suppliers. Revise as required.

- conduct a cost/benefit analysis and a life-cycle cost study on the project's sustainable development strategy, by drawing on all the recommendations.

5.1.4.3 Deliverables

Prepare and submit the deliverables specified below:

- Submit the sustainable development strategy in report form for review.

5.1.5 Reports on Class D (order of magnitude) Costs

5.1.5.1 Objective

The objective is to provide an indication of the total project cost, taking into account the user's functional requirements, to the extent possible at that point in time. This entails using historical cost data for similar work, suitably adjusted for such factors as effect of inflation, location, risk, quality, size and time. All related factors affecting cost are considered to the extent possible.

Such an estimate is strictly an indication (rough order of magnitude) of the project total cost and completion date. It is used to establish the indicative estimate required by Treasury Board for preliminary project approval.

5.1.5.2 Scope and Activities

Cost Planning

The tasks to be performed include (but are not limited to):

- Prepare cost plans from project briefs, preliminary concepts or other preliminary information;
- Prepare cost analyses;
- Prepare options analyses and "what if" scenarios;
- Provide advice and recommendations on project planning in order to achieve the most cost effective project sequence;
- Identify and quantify potential risks and make contingency recommendations in order to minimize negative cost impacts;
- Advise on alternative procurement and construction strategies to create efficiencies wherever possible;
- Identify, forecast and analyse project-related issues, including possible market shortages and potential price fluctuations.

Cost Estimating

Develop project cost estimates, including:

- Prepare class D (order of magnitude) cost estimates;
- Quantify design and construction costs, contingencies and risks;
- Prepare and investigate costing alternatives to assist in the identification of the most cost-effective design and/or construction approach;
- Investigate and report on life-cycle cost;
- Document all unit pricing, analysis, and valuation.

5.1.5.3 Deliverables

Prepare and submit the deliverables specified below:

Cost Planning

- Cost plans including cost analyses, and "what if" scenarios, cash flows and reports on alternative procurement and construction strategies or other project-related issues.

Cost Estimating

- Fully detailed cost estimates. Accuracy: class D (order of magnitude) estimate;
- Description of the methodology used for the estimates and any assumptions made;
- Reports on the investigation of costing alternatives;
- Reports on life-cycle costs.

5.2 CONCEPTUAL DESIGN (RS 2)

5.2.1 Objective

To translate the project requirements into design parameters in the most economical, environmentally responsible and sustainable manner. To explore design options and analyze them with respect to priorities and program objectives previously identified. Through this process, one option will be recommended to proceed to design development.

5.2.2 Scope and Activities

Provide alternative design options exploring possible technical and environmental strategies which are viable and have potential for development.

Analyze each solution with regard to the project goals including cost and schedule.

Write a preliminary project description report outlining the various components and system options;

Incorporate the recommendations and the mitigation measures contained in the environmental assessment and in CEAA environmental screening report, if applicable. Note that these recommendations will come from the client department.

Minimize the use of hazardous or toxic materials and products.

Recommend one design option for further development with all supporting background and technical justification.

Prepare a Class C estimate for the different options.

Prepare an implementation schedule including alternative procurement and construction strategies.

5.2.3 Complementary Studies

Based on the conceptual design, the consulting engineer must ask for complementary studies to obtain more specific and detailed information, notably on soil characteristics, structure condition and behaviour, on the demands placed on and the capacity/ability of the structures to meet current or future requirements. The main types of studies that may be requested are as follows;

- soil study
- aeronautical study
- spatial conceptualization study for air terminal
- management plan for traffic areas
- geophysical studies
- geological study
- geotechnical studies
- pavement rehabilitation studies
- contaminated land characterization study
- hydrological studies
- fill and slope stability studies
- signage study
- road safety study
- energy analysis
- study on strategy for interventions at a terminal with a view to reducing maintenance and operating costs, and ensuring the safety of employees and users, taking into account long-term projections of the volume of air movements.

5.2.4 Sustainable Development

Design and evaluate conceptual design options from the perspective of a positive environmental strategy.

Collaborate on the environmental assessment and on the preparation of the CEAA screening report (by providing comments on all design options).

5.2.5 Cost Plan

Prepare the preliminary cost plan for each conceptual design option;

Prepare the preliminary cost analysis;

Prepare the options analyses and "what if" scenarios;

Give advice and make recommendations on project planning in order to achieve the most cost effective project sequence;

Identify and quantify potential risks and make contingency recommendations in order to minimize negative cost impacts;

Provide advice on alternative procurement and construction strategies to create efficiencies wherever possible;

Identify, forecast and analyze project-related issues, including possible market shortages and potential price fluctuations.

5.2.6 Cost Estimating

Prepare the Class C cost estimates;

Quantify design and construction costs, contingencies and risks;

Prepare and investigate costing alternatives to assist in the identification of the most cost-effective design and/or construction approach;

Review and report on life-cycle costs;

Document all unit pricing, analysis, and valuation.

5.2.7 Time Plan (schedule)

Prepare the master project schedule;

Identify potential risks to be addressed in the schedule;

Provide advice on alternative procurement and construction strategies to create efficiencies wherever possible.

5.2.8 Deliverables

Prepare and submit the deliverables specified below:

- Description of options with recommendation of preferred solution;
- Conceptual design drawings including the details of typical sections;
- Report on waste management, if applicable;
- Audit plan and waste diversion action plan, if applicable;
- Report on environmental design changes;
- Report on the environmental assessment and recommendations for CEAA related decisions, if applicable;
- Cost plan including the cost analysis, "what if" scenarios, potential risks and alternative procurement and construction strategies;
- Class C cost estimate, including the estimation method, assumptions, alternative costing and life-cycle cost calculation.

5.3 DESIGN DEVELOPMENT (RS 3)

5.3.1 Objective

The consulting engineer must proceed with design development for one of the options presented at the conceptual design stage. The design development documents will consist of drawings and other documents describing the importance and nature of the entire project.

5.3.2 Scope and Activities

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

If modifications are necessary, describe all changes to be made, analyze the impact on all project components and resubmit everything for approval, if necessary.

Expand and clarify the goal of the conceptual design.

Present the design to government or local authorities whenever necessary.

Ensure coordination of all disciplines' design development;

Analyze construction sector capacity in relation to the project and provide advice on the process and the duration of construction work.

Based on all the materials available on the date of construction, prepare a milestone schedule for review, giving particular attention to impacts on tenants.

Continue to review all applicable statutes, regulations, codes and bylaws in relation to the design of the project.

Draw up a list of all sections to be consulted in the National Master Specification and produce a complete specification along with options related to sustainable development and greening.

5.3.3 Design

Based on the results and recommendations of the Building Condition Reports (BCRs), complementary studies and environmental assessments, the consulting engineer shall proceed with the design, taking into account the following non-exhaustive list of items:

Civil engineering:

- Elements of geometry:
 - route and profile;
 - cross-sections;
 - visibility distance.
- Pavement design:
 - sizing of the different layers of material in the pavement and road surface;
 - identification of treatments required for soils beneath infrastructure;
 - recovery and reuse of materials;
 - transitions;
 - road shoulder treatment.
- Design of stormwater, sewer and water system network:
 - sizing of networks and positioning of pipes, manholes, catch basins and accessories;
 - identification of work methods, support, stability of excavations;
 - underground drainage requirements;
 - sizing of engineering works.
- Environmental protection:
 - erosion and sediment control (reduction of TSS);
 - reduction of total phosphorus;
 - scour protection;
 - roadside development.
- Design of security elements:
 - Guardrails.

Building engineering:

- Building envelope
- Heating, ventilation and air conditioning systems
 - electric heating layout and schedule
 - energy analysis and energy budget

- Fire protection systems
- Complete plumbing system
- Single line diagram of power circuits with their metering and protection, including:
 - complete rating of equipment;
 - ratios and connections of CT's and PT's;
 - description of relays when used;
 - maximum short circuit levels on which design is based;
 - identification and size of services;
 - connected load and estimated maximum demand on each load centre.
- Building electrical plans
 - floor elevations and room identification;
 - legend of all symbols used; circuit numbers at outlets and control switching identified; all conduit and wire sizes except for maximum sizes which should be given in the specification; panel schedule with loading for each panel;
 - telephone conduits system layout for ceiling/floor distribution.
 - riser diagrams for lighting, power, telephone and telecommunication cable systems, fire alarm and other systems.
- Elementary control diagrams for each system.

Airport electrical engineering:

- Electrical plans
 - visual aids for air navigation;
 - aerodrome electric power plant
 - airport electric power supply and distribution
 - auxiliary electrical system
 - exterior lighting

Architecture:

- Site plan showing the existing and/or proposed building(s) and environmental elements including the traffic patterns for pedestrians, vehicles, public transportation, service roads.
- Parking: employees, visitors and offloading areas for service vehicles.
- Grading: existing and proposed grade elevations.
- Landscaping: main planting and grassed areas. Where possible show the location of underground utilities in relation to proposed plantings. Indicate the purpose of the plantings, such as windbreak, screen or erosion control.
- Cross-sections: prepare cross-sections through the site to show the relationship of existing buildings to proposed ground elevations and plantings, in order to illustrate the three-dimensional aspects of the site. Include simple perspective sketches of main features if necessary.
- Floor plans of each floor showing all accommodation required, including all necessary circulation areas (with travel route and distance to designated exits), stairs, elevators, etc., and ancillary spaces anticipated for service. Define areas relating to fall-out shelter space. Indicate building grids, modules, etc., and key dimensions.
- Furniture and equipment layout plans.
- Elevations of exterior building facades showing all doors and windows accurately sized and projected from the floor plans and sections. Indicate clear floor and ceiling levels and any concealed roof levels.
- Cross-sections through the building(s) to show floor levels, room heights, inner corridor or court elevations, etc.

Detail sections of walls or special design features requiring illustration and explanation at this stage, including fireproofing methods.

5.3.4 Sustainable Development

Develop the design and evaluate options focusing on beneficial environmental strategies.

Environmental assessment and CEAA screening report (which shall include comments on all design options).

5.3.5 Specification

Number and draft sections of the specification, for all NMS sections to be used.

Submit an outline specification for all works and the main construction components.

Highlight proposed "green" materials, components and systems.

5.3.6 Cost Plan

Update the cost plan.

Highlight changes from the preliminary cost plan.

Repeat cash flow analysis.

5.3.7 Cost Estimating

Present a Class B (substantive) cost estimate.

Highlight changes from the Class C cost estimate. Explain variances and justify overruns.

5.3.8 Time Plan (schedule)

Update the time plan (schedule).

Highlight changes from the previous version of the time plan.

5.3.9 Deliverables

Prepare and submit the deliverables specified below:

- Demolition plans;
- Location plan;
- Longitudinal and cross-sectional profiles of engineering works;
- Details and typical sections;
- Cost plan with updated cash flow;
- Class B cost estimate;
- Preliminary construction schedule, including elements with a long lead time;
- Project dossier detailing the basic assumptions of the project and the justifications for all major decisions;
- Updated sustainable development strategy report.
- Floor plans including all disciplines showing all floor elements and services to level of detail required to make all design decisions and to substantially estimate the cost of the project.

-
- Two (2) or three (3) building sections.
 - Architectural, structural, engineering, millwork and finishing details to determine choice of materials and finishes.
 - Reflective ceiling plans.
 - Elevations.
 - Site and building models as required.
 - Finished and colour schemes.
 - Report by the fire protection engineer encompassing the requirements, strategies or actions to ensure protection of the building and its occupants.
 - Project dossier detailing the basic assumptions of the project and the justifications for all major decisions.
 - Commissioning plan.

5.4 CONSTRUCTION DOCUMENTS (RS 4)

5.4.1 Objective

Based on the documents approved at the design development stage, the consulting engineer must prepare the drawings and specification setting forth in detail the requirements for the construction and final cost estimate for the project. Unless otherwise specified, the different completion stages for the construction documents are as follows:

- 33% stage: technical completeness of all working documents;
- 66% stage: substantial technical development of the project; well advanced engineering plans, details, schedules and specifications;
- 99% stage: submission of complete construction documents ready for tender call and for submission to local authorities for final approval;
- Final submission incorporates all revisions required in the 99% version and is intended to provide PWGSC with complete construction documents for tender call.

5.4.2 Scope and Activities

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

Requirements pertaining to such elements as format, type, content, number of copies, etc. for the preparation and submission of construction documents are presented in the section *Description of Services* and in Appendix C.

Clarify special procedures (e.g. phased construction).

Submit drawings and specifications at the required stages (33%, 66%, 99%, final)

At the final submission stage, all the drawings and specifications must be produced in Canada's two official languages.

Provide written response to all review comments and incorporate them into construction documents where required.

Advise as to the progress of cost estimates and submit updated cost estimates as the project moves forward.

Update the project time plan (schedule);

Prepare the Class A final cost estimate, along with a cost breakdown.

Review and approve material specifications and construction processes in order to meet the sustainable development objectives.

5.4.3 Technical and production meetings

Production of construction documents at the 33%, 66%, and 99% stages will be reviewed at the meetings arranged by the project manager and the consulting engineer.

Representatives of the client department and PWGSC support staff will attend these meetings in keeping with the arrangements made by the project manager.

The consulting engineer must ensure that his employees and representatives of sub-consultants attend the technical and production meetings whenever necessary.

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

The consulting engineer shall make arrangements related to all required data, progress reports, etc.

The consulting engineer will prepare the minutes of meetings and distribute copies to all participants.

5.4.4 Progress Review

As work progresses on construction drawings, the consulting engineer must submit the drawings, schedules, details, pertinent design data, and updated cost plan and project schedule as required.

5.4.5 Deliverables

Prepare and submit the deliverables specified in the Description of Services section. Deliverables are similar at all stages. Completeness of the project development should reflect the stage of a submission.

5.4.6 99% Submission

Complete specification and working drawings

One copy of site information, photographs, soil investigation report, borehole logs, etc.

One copy of support data, studies, calculations, etc., required by PWGSC engineering disciplines for final checking and records.

One copy of updated cost plan and project schedule.

5.4.7 Final Submission

This submission incorporates all revisions required by the review of the 99% submission. Provide the following:

- Complete set of originals of the working drawings;
- Complete sets of original specifications;
- Class A estimate.

As a safeguard against loss or damage to the originals, retain a complete set of drawings in reproducible form and one copy of the specification.

Inspection authorities submission (i.e. municipal building departments).

Submit and obtain approval of plans and specifications required by inspection authorities before tender call.

5.5 TENDER CALL, BID EVALUATION AND CONSTRUCTION CONTRACT AWARD (RS 5)

5.5.1 Objective

Prepare complete sets of tender documents based on the final version of the construction documents approved by the project manager. Solicit and evaluate bids from contractors for the project as per the tender documents. Recommend the award of the construction contract in accordance with government rules.

5.5.2 Scope and Activities

Tender Call

The Departmental Representative must produce the required number of tender documents and all other documents required for tender call purposes.

The consulting engineer must:

- Prepare, sign and seal complete sets of approved tender-ready, construction drawings and specifications. Requirements pertaining to number and types of copies of construction drawings and specifications are outlined in the Description of Services section;
- Provide project manager with all information required by tenderers to fully interpret the construction documents;
- Attend tenderers briefing meetings (job showing), on request;
- Prepare addenda based on questions arising at such meetings for issuance by the contracting authority;
- Keep full notes of all inquiries received during the bidding period and submit same to Departmental Representative at the end, for PWGSC records.

Bid Evaluation and Construction Contract Award

On request, the consulting engineer will assist in tender evaluation by providing advice on elements such as the following:

- The completeness of tender documents in all respects;
- The technical aspects of the tenders;
- The effect of alternatives and qualifications which may have been included in the tender;
- The tenderers' capacity to undertake the full scope of work;
- The availability of adequate equipment to carry out the work;
- Examine and report on any cost and schedule impacts created by the issue of tender/contract addenda;
- Information used to support price negotiations.

If PWGSC decides to re-tender the project, provide advice and assistance to the project manager.

5.5.3 Deliverables

Prepare and submit the deliverables specified below:

- Originals of drawings and specifications
- Electronic copies of drawings and specifications
- Addenda where needed;
- Complete notes on all inquiries during the bidding period;
- Changes to the documents, if re-tendering is necessary;
- Updated cost estimate or schedule

Submission Requirements for Construction Plans and Specifications

Provide three (3) complete sets of approved construction drawings, in accordance with the following requirements:

- one (1) hard copy, signed and sealed, and
- two (2) electronic copies (one in original format and one in PDF format)
- Provide three (3) complete sets of approved construction specifications as follows:
 - one (1) hard copy properly bound
 - two (2) electronic copies (one in original format and one in PDF format)

The electronic true copies of drawings and specifications is for tender purposes only and need not be signed and sealed.

The signed and sealed original hard copy of drawings and specifications will be the version used by the successful contractor for construction and building permit purposes.

Electronic Versions of Construction Drawings and Specifications

An electronic true copy of the final submission drawings and specification on one or multiple CD-ROMs 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 mentioned in Appendix D.

The PDF files should to the greatest extent possible be derived from the software in which they were created and must not have any password protection or printing restrictions. A reference manual entitled "Basic Reference guide on Converting Construction Drawing in Portable Document Format (PDF)" providing basic information on the conversion of construction drawings in PDF mentioned in Appendix D.

The electronic versions of the addenda, if necessary, are submitted in electronic format (PDF) without password protection or printing restrictions.

5.6 CONSTRUCTION AND CONTRACT ADMINISTRATION AND POST-CONSTRUCTION WARRANTY REVIEW (RS 6)

5.6.1 Objective

To implement the project in compliance with the contract documents and to direct and monitor all necessary or requested changes to the scope of work during construction.

5.6.2 Scope and Activities

During the implementation of the project, act on PWGSC's behalf to the extent provided in this document.

Carry out the review of work at intervals appropriate to determine if the work is in conformity with the contract documents.

Keep PWGSC informed of the progress and quality of the work and report any defects or deficiencies in the work observed during the course of the site review.

Determine the amounts owing to the contractor based on the progress of the work and certify payments to the contractor.

Act as interpreter of the requirements of the contract documents.

Provide cost advice during construction.

Submit to the PWGSC project manager for approval all potential changes to scope for the duration of project implementation.

Review the documents submitted by the contractor.

Prepare and justify change orders for issue by the Departmental Representative.

Indicate any changes or material/equipment substitutions on record documents.

During the twelve (12) month warranty period, investigate all defects and alleged defects and issue instructions to the Contractor.

Conduct a final warranty review.

5.6.3 Construction Meetings

Immediately after contract award, arrange a briefing meeting with the contractor and the Departmental Representative. Prepare minutes of the meeting and distribute copies to all participants and to other persons as agreed on with the project manager.

Call job meetings every two weeks, commencing with the construction briefing meeting. The meetings should include the job superintendent, the consulting engineer's resident site representative, the main sub-subcontractors, the sub-consultants concerned and PWGSC representatives.

Prepare minutes of the meeting and distribute copies to all participants. The project manager may invite client departments to attend the meeting.

5.6.4 Project Schedule

Obtain project schedule as soon as possible after contract award and ensure proper distribution.

Monitor the approved construction schedule, take the necessary steps to ensure that the schedule is maintained up to date, and submit a detailed report to the Department about delays.

Keep accurate records of causes of delays.

Make every effort to assist the contractor to avoid delays.

5.6.5 Time Extensions

Only the Department may approve any request for time extensions. Approval will be issued in writing by the project manager.

5.6.6 Cost Breakdown

Obtain from the contractor detail cost breakdown on the standard PWGSC form and submit to the Department with the first progress claim.

5.6.7 Changes to Sub-contractors

The contractor is required to use the sub-contractors listed on the tender form unless a change is authorized by the Department. Changes are only considered when they involve no increase in cost.

Review all requests for changes to sub-contractors, and submit recommendations to the project manager.

When sub-contractors have not been listed on the tender form, obtain the list from the general contractor no later than 10 working days after date of award.

5.6.8 Labour Requirements

The contractor is bound by the contract to maintain competent and suitable workers on the project and to comply with the labour conditions of the federal Department of Labour. Inform the Department of any labour situations that appear to require corrective action on its part.

The consulting engineer shall ensure that a copy of the labour conditions for the contract is posted in a conspicuous place at the job site.

5.6.9 Bylaw Compliance

Ensure that construction complies with applicable bylaws and regulations;

5.6.10 Construction Safety

All construction projects that are occupied by federal employees during construction are subject to the *Canada Occupational Safety and Health Act* and Regulations, which are administered by Health and Welfare Canada and/or provincial regulations, whichever is more restrictive;

Fire safety provisions during construction must comply with FCC Standards 301 and 302, administered by Fire Protection Engineering Services, Labour Program, Human Resources and Skills Development Canada, formerly known as the Fire Commissioner of Canada.

In addition to the above, the contractor must comply with the provincial and municipal safety laws and regulations, and with any instructions issued by the officers of these authorities having jurisdiction relating to construction safety.

Ensure that the contractor is mandated to provide all required coordination, isolation, protection and reinstatement of the fire protection and suppression systems throughout the period of construction.

Notify the property manager each time the fire protection and suppression systems are bypassed and advise of estimated reinstatement time.

Ensure that the contractor is mandated to provide Watchman Service as defined in FC 301 and by the Fire Commissioner.

5.6.11 Site Visits

Provide non-resident construction inspection services. Ensure compliance with contract documents.

Provide services of qualified personnel who are fully knowledgeable about the project technical and administrative requirements.

Establish a written understanding with contractor as to what stages or aspect of the work are to be inspected prior to being covered up.

Assess quality of work and identify in writing to the contractor and to the Department all defects and deficiencies observed at the time of such inspections.

Inspect materials and prefabricated assemblies and components at their source or assembly plant, as necessary for the progress of the project.

All directions, clarifications and deficiency lists shall be issued in writing to PWGSC.

5.6.12 Clarifications

Provide clarifications on plans and specifications or site conditions, as required, in order that project not be delayed.

Progress Reports

Report to the Department regularly on the progress of the work. Submit weekly reports.

5.6.13 Work Measurement

If work is based on unit prices, measure and record the quantities for verification of monthly progress claims and for the Final Certificate of Measurement. Measurements at the job site are usually part of the additional services consisting of layout and quantity control.

When a Contemplated Change Notice is to be issued based on unit prices, keep accurate account of the work. Record dimensions and quantities.

5.6.14 Detail Drawings

Provide for the Department's information any additional detail drawings as and when required to properly clarify or interpret the contract documents.

5.6.15 Shop Drawings

To avoid delaying the progress of work, check the shop drawings, data sheets and other technical documents submitted by the contractor as required in the plans and specifications. At the start of work, prepare a checklist for the documentation to be provided by the contractor and follow up on it weekly. The documentation submitted by the contractor must be checked and returned annotated, approved or refused within 72 hours after it is received.

On completion of project, forward three copies of reviewed shop drawings to the Department. Ensure that shop drawings include the project number and are recorded in sequence.

Verify the number of copies of shop drawings required. Consider additional copies for the client department review.

Shop drawings shall be stamped "Checked and Certified Correct for Construction" by the contractor and stamped "Reviewed" by the consulting engineer before return to the contractor.

Expedite the processing of shop drawings.

5.6.16 Inspection and Testing

Prior to tender, provide the Department with recommended list of tests to be undertaken, including on-site and factory testing.

When contract is awarded, assist Departmental Representative in briefing testing firm on required services, distribution of reports, communication lines, etc.

Review all test reports and take necessary action with contractor when work fails to comply with contract.

Immediately notify project manager when tests fail to meet project requirements and when corrective work will affect schedule.

Assist Departmental Representative in evaluating testing firm's invoices for services performed.

5.6.17 Construction Changes

The consulting engineer does not have authority to change the work or the price of the contract. However, the engineer will prepare Contemplated Changes Notices (CCNs) and Change Orders (COs).

Changes which affect cost or design concept must be approved by the Department.

Upon departmental approval, obtain detailed quotations from the contractor. Review prices and promptly forward recommendations to the Department.

The Department will issue CCNs and COs prepared by the consulting engineer to the contractor, with copy to the engineer.

All changes, including those not affecting the cost of the project, will be covered by Change Orders.

The practice of "trade offs" is not allowed.

5.6.18 Contractor's Progress Claims

Each month the contractor submits a progress claim for work and materials as required in the construction contract.

The claims are made by completing the following forms where applicable:

- Request for Construction Payment;
- Cost Breakdown for Unit and/or Combined Price Contract;
- Cost Breakdown for Fixed Price Contracts;
- Statutory Declaration Progress Claim;

Review and sign designated forms and promptly forward claims to the Department (project manager) for processing.

Submit with each progress claim:

- Updated schedule of the progress of the work;
- Photographs of the progress of the work.

5.6.19 Materials on Site

The contractor may claim for payment of material that is on-site but not yet incorporated in the work.

Materials must be stored in a secure place designated by the Departmental Representative.

A detailed list of materials with supplier's invoices showing the price of each item must accompany a claim; the consulting engineer shall check and verify this list (Detail Sheet).

As material is incorporated in the work, the cost must be added to the appropriate detail item and removed from the material list.

5.6.20 Acceptance Board

The consulting engineer will inform the Department Representative when satisfied that the project is substantially completed. He must ensure that his representative, the representatives of his sub-consultant, resident site representative, contractor and major sub-trades representatives shall form part of the project Acceptance Board and attend all meetings as organized by the Departmental Representative.

5.6.21 Interim Inspection

The Acceptance Board shall inspect the work and list all unacceptable and incomplete work on a designated form. The Board shall accept the project from the contractor subject to correction of the deficiencies and uncompleted work that have been listed with the associated cost.

5.6.22 Interim Certificates

Payment requires completion and signing, by the parties concerned, of the following documents:

- Substantial Certificate of Completion;
- Cost Breakdown for Fixed Price Contracts;
- Cost Breakdown for Unit and/or Combined Price Contracts;
- Inspection and Acceptance;
- Statutory Declaration Interim Certificate of Completion;
- Worker's Compensation Board Certificate.

Verify that all items are correctly stated and ensure that completed documents and any supporting documents are furnished to the Department for processing.

5.6.23 Occupancy

The acceptance date is normally that of the Interim Certificate of Completion issued to the contractor. As of the acceptance date, the contractor may cancel the contract insurance, and the Department or the client department (as the case may be) assumes responsibility for:

- Security of the work;
- Proper operation and use of equipment installed as part of the project;
- General maintenance and cleaning of structures;
- Maintenance of the site (except for maintenance work that is part of the contract).

5.6.24 Final Inspection

The consulting engineer shall notify the Departmental Representative when satisfied that all work under the contract has been completed, including the deficiency items. He shall handle the inspection and acceptance following the interim inspection.

The Departmental Representative reconvenes the Acceptance Board which makes a final inspection of the project. If everything is satisfactory the Board confirms final acceptance of the project from the contractor.

5.6.25 Final Certificate

The final payment requires completion and signing, by the parties concerned, of the following documents:

- Final Certificate of Completion;
- Cost Breakdown for Fixed Price Contracts;
- Inspection and Acceptance;
- Statutory Declaration: Final Certificate of Completion;
- Cost Breakdown for Unit and/or Combined Price Contracts;
- Workmen's Compensation Clearance Certificate;
- Hydro Certificate.

Verify that all items are correctly stated and ensure that completed documents and any supporting documents are furnished to the Department for processing.

5.6.26 Take-over

The official take-over of the project, or parts of the project, from the contractor is established by the PWGSC project team, which includes the consulting engineer and the client department. The date of the Interim Certificate of Completion and the Final Certificate of Completion signifies commencement of the 12-month warranty period for work completed on the date of each certificate concerned in accordance with the General Conditions of the Contract.

Provide the Department with original copy of contractor's warranties for all materials and work covered by an extended warranty or guarantee, according to the conditions of the specifications. Verify their completeness and extent of coverage.

5.6.27 Record Drawings and As-built Specifications

Following the take-over, obtain marked-up hard copies of the record drawings and as-built specifications from the contractor.

Show significant deviations in construction from the original contract drawings, including changes shown on post-contract drawings, changes resulting from Change Orders or from On-Site Instructions. Check and verify all as-built records for completeness and accuracy and submit to PWGSC.

Produce record drawings by incorporating as-built information into project drawings.

Submit Record Drawings and Specifications within 8 weeks of final acceptance.

Provide a complete set of final shop drawings.

5.6.28 Deliverables

Prepare and submit the deliverables specified below:

- Written reports from site visits including the names of persons involved.
- Written reports on the progress of the work and the cost of the project at the end of each month.

- Additional detail drawings when required to clarify, interpret or supplement the construction documents.
- Post-contract drawings.
- Interim or final certificates.
- Debrief of commissioning activities.
- As-built records.
- Warranty deficiency list.
- Report on Final Warranty Review.

5.7 RESIDENT SITE INSPECTION SERVICES (AS 1)

5.7.1 Objectives

The purpose of resident site inspection services is to ensure the presence of the consulting engineer's full-time representative on site to coordinate the inspections and testing carried out by third parties and to inspect and monitor all aspects of the work during construction of the facilities as well as to liaise with the contractor, Public Works and Government Services Canada and other agencies as appropriate to the work.

5.7.2 Scope and Activities

The consulting engineer's resident site representative is responsible for providing full-time on-site inspection services for all aspects of the project and for maintaining daily records of all construction in progress. The resident site representative will ensure ongoing communication between the PWGSC Real Property Manager, the project manager, design agencies, the contractor, Regional Fire Commissioner and the Provincial Department of Labour.

The resident site representative shall be directly responsible to the consulting engineer.

The resident site representative shall become familiar with the contract documents, and all applicable codes and standards, as well as with provincial and municipal standards pertaining to the health and safety of construction workers.

5.7.3 Duties and Responsibilities

The resident site representative will provide full-time resident inspection, co-ordination and monitoring services during the construction work and will report on same to the consulting engineer. The Departmental Representative may delegate additional responsibilities subject to the consulting engineer's agreement.

The resident site representative shall maintain daily records of all construction work placed and ensure constant communication among the PWGSC Property Manager, the project manager, the Regional Fire Commissioner, the principal consulting engineer, the contractor, the appropriate PWGSC construction representative and the consultants.

The resident site representative shall coordinate the activities of and provide any necessary instructions to an assistant approved by PWGSC.

In case of emergencies, the consulting engineer's resident site representative is empowered to stop the work, or give orders to protect the safety of the workers and Crown property.

5.7.4 Inspection and Reporting

The resident site representative is responsible for inspecting all phases of the work in progress, for the purpose of bringing to the attention of the contractor, after checking with the consulting engineer and the PWGSC construction representative, any discrepancies between the work, the contract documents and accepted construction procedures. The resident site representative will keep a daily log of such inspections and issue a weekly written report to the consulting engineer, for distribution purposes, in the form directed.

Record job-site data on a daily basis (number of workers, work performed, temperature, wind and precipitation conditions).

On a daily basis, answer relevant questions and take immediate action during construction work.

In collaboration with the contractor's superintendent, on a daily basis, take note of any discrepancies between the work and the plans and specifications.

The resident site representative will provide any reports or accounts as requested by the project manager through the consulting engineer.

5.7.5 Interpretation of Contract Documents

Interpretation of the contract documents shall be the responsibility of the consulting engineer. The consulting engineer may, however, may ask the resident site representative to provide him with information regarding job conditions and may require him to relay day-to-day instructions to the contractor.

The resident site representative is responsible for assisting the consulting engineer and informing same of any anticipated problems which may delay the progress of the work. The method of relaying such information shall be determined by the consulting engineer.

5.7.6 Changes in the Work

The resident site representative may not authorize or order any change in the work which constitutes a change in design or in the value of the contract except as delegated by the Departmental Representative.

The consulting engineer may ask the resident site representative to assist in the evaluation of changes in the work, where a knowledge of job conditions is required.

5.7.7 Communication and Liaison

The resident site representative shall:

Convey the instructions regarding the required standards of workmanship to the contractor(s).

Identify poor workmanship or work that does not adhere to the drawings and specifications, confer with the consulting engineer about these findings and obtain the engineer's guidance. The matter is then to be brought to the attention of the contractor's superintendent. Although informal discussions with sub-trade superintendents are usually permissible (but only with the agreement of the contractor), the resident site representative should not deal directly with foremen or trades people, or interfere with the progress of the work.

Communicate formally with the contractor via memorandum form only. When this form is issued, the resident site representatives must immediately file copies with PWGSC and the consulting engineer.

Contact the consulting engineer immediately when it is apparent that information or action is required of the engineer: general instructions, clarifications, sample of shop drawing approvals, requisitions, contemplated change orders, site instructions, details and drawings, etc.

Accompany PWGSC representatives on inspections and report requirements, comments or instructions from PWGSC staff to the consulting engineer. Note that the resident site representative should encourage the provision of such requirements, comments or instructions in writing.

Consider and evaluate any suggestions or modifications to the documents advanced by the contractor and immediately report these to the consulting engineer with comments.

Ensure that PWGSC and the consulting engineer are notified promptly when key pieces and/or components of material and equipment are delivered, so that these parties can arrange for the appropriate personnel to have an opportunity to inspect same prior to installation.

The resident site representative must investigate, schedule and approve in writing all temporary or permanent connections into any of the buildings' systems prior to the work being done and provide clarifications and advise the PWGSC Property Manager of any interruption of normal building services with a minimum of twenty-four (24) hours' notice prior to the work being undertaken, where this work cannot be done during silent hours.

5.7.8 Daily Log

The Resident Site Representative shall keep a daily log recording:

- Weather conditions, particularly unusual weather relative to construction activities in progress;
- Major material and equipment deliveries;
- Daily activities and major work done;
- Start, stop or completion of activities;
- Presence of inspection and testing firm employees, tests taken, results, etc;
- Unusual site conditions experienced;
- Significant developments, remarks, etc.;
- Special visitors on site;
- Authorities given to the contractor to undertake certain work or hazardous work;
- Environmental incidents;
- Reports and instructions from appropriate authorities regarding emergency response actions.

Note: The log is the personal property of the Resident Site Representative. Copies of the log book are to be provided to PWGSC and the consulting engineer at the end of the project.

5.7.9 Weekly Records

The resident site representative shall prepare weekly reports for the consulting engineer, in the specified format:

- Progress of work relative to schedule;

- Major activities commencing or completed during the week; main activities in progress;
- Major deliveries of materials and/or equipment;
- Difficulties which may cause delays in completion;
- Materials and labour required immediately;
- Cost estimates for work completed and materials delivered (cost plus contracts);
- Outstanding information or action required by consulting engineer or PWGSC;
- Work force;
- Weather;
- Remarks;
- Accidents on site;
- Life safety or building hazards caused by the work, the contractor or his agents.

5.7.10 Site Records

The resident site representative shall maintain orderly and updated files at the site for the use of PWGSC, the consulting engineer and himself, including the following:

- Contract documents and tender documents;
- Approved shop drawings;
- Approved samples;
- Site instructions;
- Contemplated change notices;
- Change orders;
- Memoranda;
- Test and deficiency reports;
- Correspondence and minutes of meetings;
- Names, addresses and phone numbers of representatives of the client, the consulting engineer and all contractors and of sub-trades key personnel associated with the contract; including home telephone numbers in case of emergencies.

In addition, the resident site representative shall maintain an updated progress schedule.

A reproduction of the original contract drawings shall be carefully preserved and shall be kept marked up to date with all memoranda, change orders, site instructions, details, as-built conditions, etc., issued subsequent to the award of the contract.

5.7.11 Inspection of the Work

The resident site representative shall make on-site observations and spot checks of the work to determine whether the work, material and equipment conform to the contract documents and supplementary conditions. The consulting engineer's resident site representative shall advise the contractor of any deficiencies or unapproved deviations via memorandum and report immediately to the consulting engineer and the PWGSC construction representative any of these on which the contractor is tardy or refuses to correct.

The resident site representative shall arrange for the consulting engineer's architectural, structural, mechanical, electrical and other consultants to make the periodic inspections required by the contract entered into with the consulting engineer, and for these inspections to be made in a timely manner with respect to the progress of the work.

The resident site representative shall also report if material and equipment are being incorporated into the project prior to approval of related shop drawings or samples.

The resident site representative shall assist in the preparation of all deficiency reports, interim, preliminary and final, in collaboration with the Department's and the consulting engineer's representatives.

The resident site representative shall be responsible for the measurement of all work to be done on a unit cost basis.

5.7.12 Site Meetings

The resident site representative shall attend all job-site meetings. The senior architect will lead the job-site meetings.

5.7.13 Inspection and Testing

The resident site representative must ensure that the tests and inspections required by the contract documents are conducted. In collaboration with the person in charge of the designated laboratory, the representative will coordinate the verifications, inspections and tests in keeping with the specification requirements and in a manner that will not delay the progress of work.

The resident site representative will quickly obtain the results of tests conducted at the site or by a laboratory. The consulting engineer must be notified if the test results do not meet the specified requirements, or if the contractor does not have tests undertaken as required.

5.7.14 Emergencies

In the case of an emergency where safety of persons or property is concerned, or work is endangered by the actions of the contractor, to safeguard the interests of PWGSC, the resident site representative shall give immediate written notice to the contractor of the potential hazard. Furthermore, if necessary, the resident site representative will stop the work or give orders for remedial work, and contact the consulting engineer for further instructions.

5.7.15 Restrictions

The resident site representative shall not:

- Authorize deviations from the contract documents;
- Conduct tests;
- Approve shop drawings or samples;
- Advise the user-client on any matter without obtaining guidance from the consulting engineer;
- Accept any work or portions of the building;
- Enter into the area of responsibility of the Contractor's superintendent;
- Stop the work unless convinced that an emergency exists as noted above.

5.7.16 Hazardous Construction Operations

It is the duty of the resident site representative to examine all site conditions and methods to be used by the contractor undertaking hazardous operations.

The resident site representative will give written authority to the contractor to undertake hazardous operations when fully satisfied that all necessary precautions and acts have been taken by the contractor to safeguard the life safety of the workers and building occupants and Crown property. This written authority shall be countersigned by the contractor to acknowledge that the latter is aware of the resident site representative's instructions and requirements. Both parties will retain copies of the authority document signed mutually by them.

The resident site representative will 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 representative stopping the work. All infractions or work stoppages ordered shall be reported in writing and verbally to the consulting engineer and the PWGSC construction superintendent.

5.7.17 Deliverables

Prepare and submit the deliverables specified below:

- Daily site log books
- Weekly records

5.8 LAYOUT AND QUANTITY CONTROL (AS 2)

5.8.1 Objectives

The purpose of layout and quantity control services is to ensure that construction work is carried out in accordance with the plans and profiles, within the specified tolerances. In the case of unit price contracts, these services also include all office-based preparation work, work-site measurements, and all work entailed in determining and documenting payable quantities.

5.8.2 Scope and Activities

Layout and quantity control services are usually delivered by a team that has at least one qualified, experienced land survey technician and that is led by the consulting engineer's resident site representative, assisted by the consultant's office staff, when necessary.

5.8.3 Duties and Responsibilities

The contractor is responsible for layout at the work site and for the surveys required to establish the elevations and levels for the structures to be built. The consultant retained to perform layout control is required to check and validate the field work and the contractor's calculations before the start of the construction work. The consultant's land surveying team may not at any time take on the role or responsibilities of the contractor by carrying out layout operations at the site.

The level of control and precision required for layout must be suited to and compatible with the tolerances specified for the work in the construction contract.

The objective of quantity control is twofold: to provide the project manager with the information needed to determine the quantities and amounts payable in relation to the work performed or completed, and to keep the project manager informed about the progress of work and the sufficiency of the estimated quantities in the unit price schedule, taking into account the amount of work completed. In the special case of paving work, these checks are made continuously, that is, on a daily basis.

5.8.4 Deliverables

- Supporting documents file

Upon completion of the work, the consultant must provide supporting documentation for each item in the unit price schedule, including all calculations, drawings and other clarifications required to support and justify the quantities and the amounts paid to the contractor. The supporting documentation file must be complete and contain sufficient detail to allow anyone who checks it to confirm that the amounts paid on completion of the work comply fully with the terms and conditions of the contract. In the case of materials paid by weight, provide the project manager with the compilation sheets and the weigh slips for materials delivered and incorporated in the work.

- Record drawings and as-built plans

On completion of the work, the contractor is required to submit a marked-up copy of the as-built plans. These plans must clearly show significant deviations in construction from the original contract drawings, including changes shown on post-contract drawings, changes resulting from Change Orders or from On-Site Instructions.

Check and verify all as-built records, including the coordinates and elevations, for completeness and accuracy and then submit to the representative of the consultant mandated to produce the record drawings and the as-built plans.

In the case of paving installation, prepare a plan that clearly shows the relationship between the various pavement strips or stretches and the quality control reports corresponding to individual lots, for the different layers of asphalt.

5.9 QUALITY ASSURANCE (laboratory and work-site Services) (AS 3)

5.9.1 Objectives

The purpose of the laboratory and work-site quality assurance services is to ensure the work is performed in accordance with the contract requirements and conforms to the reference standards mentioned in the contract as well as recognized industry practices.

5.9.2 Duties and Responsibilities

Quality assurance services are generally provided by a certified material testing laboratory that has been mandated by the consultant and is a member of the Association des consultants et laboratoires experts (ACLE). At the work site, the material testing laboratory shall be represented by at least one qualified technician with significant experience in similar work.

The contractor is responsible for developing and implementing his own quality control and testing plan. The material testing laboratory retained by the consultant must develop and implement a quality assurance plan and conduct the necessary checks, analyses and audits to ensure that the materials and their placement meet the applicable standards.

At the start of work, the professionals with the material testing laboratory retained by the consultant shall ensure that the materials, the corresponding quantities and the proposed construction equipment meet the contract requirements. During the construction stage, the material testing laboratory professionals and

the work-site technician will ensure that the materials and their placement meet the required standards. The material testing laboratory retained by the consultant is responsible for identifying the type of checks, tests and audits to be conducted, along with their frequency, so as to ensure that any questions about the quality of the work performed can be answered promptly for the PWGSC project manager and the client department's representative. To this end, the laboratory will maintain effective ongoing communication with the contractor's quality control staff so as to obtain the results of analyses as soon as they are available.

5.9.3 PWGSC Project Manager Approval of Quality Assurance Plan and of Laboratory

For these services, PWGSC recommends selecting a material testing laboratory based on expertise. This strategy involves first evaluating and comparing various bids using well-established methods and then selecting the one that best meets the needs clearly expressed by the consulting engineer. The quality assurance plan, the budget set aside for these services and the choice of a laboratory will be subject to the approval of the PWGSC project manager.

5.9.4 Deliverables

- Report on verifications and analyses prior to acceptance of material
- Final report on laboratory and work-site material testing with separate descriptions of the tests and verifications conducted by the contractor.

5.10 SERVICES OF AN EXTERNAL COST CONSULTANT (AS 4)

5.10.1 Objectives

In addition to the costing services normally provided by the consultant's office staff at the different stages of the project, at the time of tendering, the PWGSC project manager may ask the consultant to provide the services of an independent professional cost consultant. These services are generally delivered by a professional quantity surveyor (PQS) or a construction estimator (CEC) with knowledge of the construction field concerned. These additional services involve the preparation of Class A (pre-tender) construction cost estimates. To do this, the cost estimation specialist must review the tender documents and assess the costs associated with the work in the specific context of the project. A Class A estimate (or a "substantive" estimate in Treasury Board parlance) is an estimate based on completed construction drawings and specifications. This estimate must be sufficient to allow a detailed reconciliation and/or negotiation with any contractor's tender, prior to contract award.

In the case of unit price work, cost estimates are to be presented in a unit price schedule with items corresponding to specification requirements related to measurements used for payment purposes.

For lump-sum price work, present the cost estimates using the latest edition of the elemental cost analysis format and the trade division format 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.

5.10.2 Deliverables

The preliminary and final reports shall contain the following:

Summary of project cost estimates.

Cost estimates

Outline description of estimate basis.

Description of information used for estimates.

List of elements included.

- List of elements excluded.
- List of high risk items/aspects.
- Risk analysis. The cost estimate for the work must include and specify contingency allowances. The cost specialist must provide the necessary justification for the level and/or amount of these allowances.
- System International (SI) units must be used.

The preliminary report shall be submitted for comments prior to the final report, which shall incorporate the feedback received.

Schedule a meeting for the presentation of the preliminary report.

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 to Proponents (GI 9).

1.2 Submission of Proposals

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

1.3 Calculation of Total Score

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

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

SRE 2 PROPOSAL REQUIREMENTS

2.1 Requirement for Proposal Format

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

1. Submit one (1) bound original plus three (3) bound copies of the proposal
2. Paper size should be - 216mm x 279mm (8.5" x 11")
3. Minimum font size - 11 point Times or equal
4. Minimum margins - 12 mm left, right, top, and bottom
5. Double-sided submissions are preferred
6. One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper
7. 279mm x 432mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages.
8. The order of the proposals should follow the order of the Request for Standing Offer SRE 3 section.

Offerors that want to be qualified for set-asides must clearly indicate this fact in their documentation (on the envelope and first page of the bid) and must submit separate technical and financial offers.

The evaluation process will be based on the same criteria as for the non-set-aside contract, with separate ratings for each set-aside.

2.2 Specific Requirements for Proposal Format

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

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

- Covering letter
- Declaration/Certifications Form (Appendix A)
- Integrity Provisions –Required Documentation
- Front page of the Request for Standing Offer document
- Front page of revision(s) to the Request for Standing Offer document
- Price Proposal Form (Appendix B)

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

SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION

3.1 MANDATORY REQUIREMENTS

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

3.1.1 Declaration/Certifications Form

Proponents must complete, sign and submit the following:

- A. Appendix A, Declaration / Certifications Form as required.

3.1.2 Licensing, Certification or Authorization

The Proponent shall be authorized to provide Engineering or Architectural Services and must include an Architect, Electrical Engineer, Mechanical Engineer, Structural Engineer, Vertical Transportation Specialist, Cost Consultant and an Environment Specialist, licensed, or eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the province of Québec.

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

3.1.3 Integrity Provisions – Required documentation

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Proponent must provide, **as applicable**, to be given further consideration in the procurement process, the required documentation as per General instructions to Proponents (GI), Integrity Provisions – Proposal, **section 3a**.

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 Management Services

1. *What we are looking for:*

How the team will be organized in its approach and methodology in the delivery of the required services.

2. *What the proponent should provide:*

A description of:

- a) The reporting relationships and management of the proposed team. The duties and responsibilities of key personnel making up the proposed team. Back-up personnel, along with their competencies and their experience, shall also be described.
- b) The process used to determine the resource levels required for individual call-ups and for the assignment of team members;
- c) The team's understanding of relations with PWGSC, client departments and the coordination required to implement the project in an operational environment;
- d) How the team will meet the identified deadlines;
- e) Techniques that will be used for quality, cost and schedule control;
- f) Risk management methods.

3.2.2 Firm's previous experience

1. *What we are looking for:*

The proponent must demonstrate that over the past five (5) years, he or a partner in the team has participated in various design and construction projects requiring a full scope of services like those described in the Description of Services section.

The selected projects should illustrate the team's capacity to carry out a wide range of projects, including small-scale studies and major rehabilitation and renovation projects and new construction (modest or large projects). Special characteristics of projects, such as remoteness of the work site, difficult site conditions or tight deadlines, should be pointed out.

The selected projects should illustrate the team's capacity to provide the entire scope of services listed in one of the disciplines and specialties described in the Description of Services section.

2. *What the proponent should provide:*

-
- a) Brief description of a maximum of six (6) significant projects completed over the last five (5) years by the proponent or a partner on the team. Out of the six (6) projects described, choose at least one (1) project in each of the specialties below covering the full range of services mentioned:
 - Airport civil engineering: design and monitoring of rehabilitation of runway, taxiway or apron areas at an airport
 - Airport electrical engineering: design and monitoring of work to replace aerodrome visual aids, including lighting systems
 - Architecture: Construction, expansion or rehabilitation of an air terminal.
 - b) Scope of services rendered, project objectives, constraints and deliverables in the projects mentioned in a), as well as the dates on which those services were provided;
 - c) For multidisciplinary projects, provide a description of the projects and the services provided by the proponent or a partner on the team, clearly indicating the scope and budget of the services provided in relation to the overall project;
 - d) For the above projects, include the names of senior personnel and project personnel who were involved as part of the project team and their respective responsibilities;
 - e) For the projects described, indicate to what extent the objectives were met in terms of costs, quality and time frames;
 - f) Name, address, phone and fax of client contact at working level. Reference checks may be completed if deemed necessary.
 - g) In the case of a project carried out through a joint venture, indicate the responsibilities of each company that was a member of this joint venture.

3.2.3 Team Expertise and Experience

1. *What we are looking for:*

Demonstration that the personnel identified as members of the proposed team has the requisite abilities, experience and expertise to deliver the full range of listed services and to handle the types of projects listed in the Description of Services section.

2. *What the proponent should provide:*

Submit a maximum of six (6) resumes for proposed team members, including one (1) senior engineer and a minimum of one (1) senior engineer for each of the main disciplines covered by this Standing Offer, a (1) Airport Operations Specialist and one (1) Architect, who will perform the majority of the services required under different call-ups. Main disciplines include airport civil engineering, airport building engineering, airport electrical engineering and airport planning, operation and management.

Each curriculum vita must clearly indicate:

- a) Number of years of experience and how this experience relates to the type of services, projects and assets that are relevant to PWGSC's requirements;
- b) Number of years of service with the firm, current position and responsibilities;

- c) Professional accreditation;
- d) Involvement in technical committees and associations and experience in the development of policies, standards, guidelines and technical best practices.
- e) Special achievements and awards;
- f) The extent to which these people are available to provide services under this standing offer.

3.2.4 Hypothetical Project

1. *What we are looking for:*

Describe the approach and methodology that you would employ to deliver the hypothetical project.

The clarity of the answer will form part of the evaluation (use of language, document structure, conciseness and completeness of the response).

The use of key words from the description of objectives and the scope of services is not sufficient. For example, to demonstrate proficiency in approach and methodology, it would be insufficient to indicate “analysis of project requirements and program.” The expert must complete this assertion by providing information on how the analysis will be performed and what it will involve. Points will be awarded for the quality of and degree of detail included in the answers.

2. *What the proponent should provide for the hypothetical project:*

a) Description of the approach and methodology that would be employed to complete the mandate, taking into consideration factors such as:

- the remoteness factor for the site;
- the available information;
- the reference standards;
- adherence to the client department’s budget;
- adherence to the schedule.

Description of the work breakdown structure, specifically:

- scope of the mandate, resources assigned to project, time schedule and level of effort in terms of number of hours of all identified resources;
- detailed estimate of hours for each position for all the services required for the hypothetical project. Justify the suitability and the levels of effort required of the persons assigned to the project;

b) Estimate of anticipated disbursements associated with this mandate.

3. *Scenarios for hypothetical project:*

When addressing the following hypothetical situation, keep in mind that the information presented in the project scenario is fictitious. Reasonable assumptions may be advanced to complete the information presented in the scenario, if this will help the proponent focus on the key elements. Any such assumption must be clearly indicated and justified. Assumptions may not be used in an attempt to avoid examining options.

Hypothetical scenario: Development of a new commercial zone at a regional airport.

Various companies operating in an activity sector related to aviation want to set up shop at a regional airport and thus gain direct access to the airside area. At present, the intensive use and configuration of the apron at the airport preclude the acceptance of new tenants. To meet the growing demand, Transport Canada wants to study various scenarios for the development of a new commercial zone with direct access to the airport's apron. In view of the congestion problems affecting the existing apron and related safety and security issues, TC wants to develop and implement on a priority basis a plan for using and operating the existing apron, which might have to be revised following completion of the commercial zone development project.

With regard to development of the new commercial zone, Transport Canada has already completed opportunity or pre-design (RS 1) studies. Therefore, the needs have been specified. Similarly, TC has already finalized its decision related to the selected alternative, that is, the construction of a new taxiway for aircraft manoeuvring and for service vehicles that support freight loading and offloading activities as well as aircraft refuelling, maintenance and parking activities. The taxiway will provide a direct link between the apron and five distinct lots each covering a large enough surface area to permit the establishment of private aprons. The project also includes the construction of a general purpose building on one of these lots with outdoor parking areas intended for the use of the airport operator. The building will be used to maintain and store mobile equipment used for airport maintenance.

With regard to the development of a plan for the use and operation of the existing apron, Transport Canada has some information and statistics on airport traffic, frequentation and the type of aircraft normally operating at the airport. For this part of the mandate, pre-design studies will have to be carried out to validate and complete this information.

PWGSC has been mandated by Transport Canada to manage the conceptual design phase (RS 2). To this end, PWGSC wants to retain the services of a firm specializing in airport engineering, assisted by an architectural firm, to develop various scenarios based on the previously described selected alternative with a view to addressing the problems identified.

By referring to the Description of Services in this document and particularly the description of deliverables in stage RS 2, prepare a fictitious bid covering the full range of required services and all the specialties involved in the mandate.

In addition, highlight the experience and qualifications of the key personnel proposed to carry out the mandate and indicate the human and financial resources required for the mandate.

With regard to the hypothetical scenario, you will be evaluated on your understanding of the project objectives as well as the issues, constraints and other factors that could affect the project. In addition, your understanding of the scope of the mandate and the proposed work program, including the adequacy and suitability of the proposed resources, will be evaluated. The fictitious proposal will consist of a maximum of five pages, included in the 30 authorized pages. The financial proposal presented in response to the hypothetical scenario must use the billable hourly rates presented in the firm's proposal (Appendix B).

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	Weighting Factor	Rating	Weighted Rating
Management services	1,0	0 – 10	0 – 10
Firm's previous experience	3,0	0 – 10	0 – 30
Project personnel expertise and experience	3,0	0 – 10	0 – 30
Hypothetical project	3,0	0 – 10	0 – 30
Total	10,0		0 – 100

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 obtaining the pass mark of sixty (60) points.

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

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 are opened upon completion of the technical evaluation. When there are three or more responsive proposals, an average price is determined by adding all the price proposals together and dividing the total by the number of price proposals being opened. This calculation will not be conducted when one or two responsive proposals are received.

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

The remaining price proposals are rated as follows:

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

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

SRE 5 TOTAL SCORE

Total Scores will be established in accordance with the following:

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

The proposals will be ranked in order from the highest to the lowest using the total score (technical plus price). The proponents submitting the highest ranked proposals will be recommended for issuance of a standing offer. In the case of a tie, the Proponent submitting the lower price for the services will be selected. Canada reserves the right to issue up to two (2) Standing Offers for each zone.

The allocation of call-ups will be done according to the following ideal distribution:

65% of the work given to the consultant ranked first;
35% for the consultant ranked second;

SRE 6 SUBMISSION REQUIREMENTS - CHECKLIST

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

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

- Declaration / Certifications Form - completed and signed forms provided in Appendix A
- Integrity Provisions – Required documentation – **as applicable**, in accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per General instructions to Proponents (GI), Integrity Provisions – Proposal, **section 3a**.
- Integrity Provisions - Declaration of Convicted Offences – **with its bid, as applicable**, in accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per General instructions to Proponents (GI), Integrity Provisions – Proposal, **section 3b**.
- Proposal – one (1) original + three (3) copies [for each zone if applicable]
- 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 and submitted in a separate envelope [for each zone if applicable]

APPENDIX A

Declaration/Certifications Form

Declaration / Certifications Form (page 1 of 5)

Name of Proponent:

Street Address:

Mailing Address (if different than street address)

City:

City:

Prov./Terr./State:

Prov./Terr./State:

Postal/ZIP Code:

Postal/ZIP Code:

Telephone Number:()

Fax Number: ()

E-Mail:

Procurement Business Number:

Type of Organization

Sole Proprietorship

Partnership

Corporation

Joint Venture

Size of Organization

Number of Employees _____

Graduate Architects/ _____

Prof. Engineers:

Other Professionals _____

Technical Support _____

Other _____

Declaration / Certifications Form (page 2 of 5)

Federal Contractors Program 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 permanent full-time and/or permanent part-time employees.

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 Offer

APPENDIX B - PRICE OFFER

INSTRUCTIONS

1. Complete price offer form and submit in a separate sealed envelope, with the Proponent's name, Solicitation Number, and "Price Offer Form" typed on the outside.
2. Price offers are not to include GST/HST and will be evaluated in Canadian Dollars.
3. Proponents are not to alter or add information to the form.
4. In order to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to: **Proponents must provide an hourly all-inclusive rate for each listed position.** In the event that the firm consists of fewer personnel than listed, provide an hourly all-inclusive rate that corresponds with each position listed. The hourly all-inclusive rate provided must be equal to or greater than the hourly all-inclusive rate provided for the position listed below it. For example, if the firm does not have an Intermediate Personnel, the hourly all-inclusive rate provided must be equal to or greater than the hourly all-inclusive rate provided for the Junior Personnel. Failure to insert an hourly all-inclusive rate for each position listed will render your offer non-responsive.
5. The Proponent shall provide a single fixed hourly all-inclusive rate for each category of personnel of each sub-consultant and specialist during the whole Standing Offer period.
6. Travel and Living Expenses: Firms are advised that travel-related expenses will be paid (with prior approval of the Departmental Representative) in accordance with current Treasury Board Policy.
7. Training: Firms are advised that all training time is to be calculated as an integral part of the hourly all-inclusive rates, for all training provided by PWGSC.
8. Fixed hourly all-inclusive rates for each category are to be provided in column B and are then multiplied by the weight factor in column A (provided for evaluation purpose only).
9. In the summary table, Weighted Hourly Rates for each Discipline are to be entered in column B and then multiplied by the weight factor % in column A (provided for evaluation purposes only).
10. In the event that a mathematical error occurs in carrying over the totals, PWGSC will correct the totals to ensure the fairness of the Offers.

APPENDIX B – PRICE OFFER

Name of Offeror: _____

Address: _____

Table B-1: Applicable hourly rate for the first two years

Category of Personnel	Billable Hourly Rates Fixed	Weighting Factor (note 1)	Weighted Billable Hourly Rates
	(A)	(B)	(A x B)
Services rendered by office personnel			
Principal engineer (engineer who performs tasks entailing a high level of responsibility.)	\$ _____	.10	\$ _____
Senior engineer	\$ _____	.14	\$ _____
Intermediate engineer	\$ _____	.8	\$ _____
Junior engineer	\$ _____	.5	\$ _____
Senior technologist	\$ _____	.8	\$ _____
Intermediate technologist	\$ _____	.4	\$ _____
Junior technologist	\$ _____	.2	\$ _____
Senior architect	\$ _____	.10	\$ _____
Intermediate architect	\$ _____	.8	\$ _____
Junior architect	\$ _____	.4	\$ _____
Senior airport operation specialist	\$ _____	.8	\$ _____
Intermediate airport operation specialist	\$ _____	.6	
Draftsman	\$ _____	.2	\$ _____
Administrative support	\$ _____	.1	\$ _____
Services provided at work site (resident)			
Technologist site supervisor	\$ _____	.5	\$ _____
Land surveyor - construction	\$ _____	.3	\$ _____
Survey assistant	\$ _____	.2	\$ _____
Sum of weighted billable hourly rates		(note 1)	\$ _____

Table B-2: Applicable hourly rate for the two option years

Category of Personnel	Billable Hourly Rates Fixed	Weighting Factor (note 1)	Weighted Billable Hourly Rates
Services rendered by office personnel	(A)	(B)	(A x B)
Principal engineer (engineer who performs tasks entailing a high level of responsibility.)	\$ _____	.10	\$ _____
Senior engineer	\$ _____	.14	\$ _____
Intermediate engineer	\$ _____	.8	\$ _____
Junior engineer	\$ _____	.5	\$ _____
Senior technologist	\$ _____	.8	\$ _____
Intermediate technologist	\$ _____	.4	\$ _____
Junior technologist	\$ _____	.2	\$ _____
Senior architect	\$ _____	.10	\$ _____
Intermediate architect	\$ _____	.8	\$ _____
Junior architect	\$ _____	.4	\$ _____
Senior airport operation specialist	\$ _____	.8	\$ _____
Intermediate airport operation specialist	\$ _____	.6	
Draftsman	\$ _____	.2	\$ _____
Administrative support	\$ _____	.1	\$ _____
Services provided at work site (resident)			
Technologist site supervisor	\$ _____	.5	\$ _____
Land surveyor - construction	\$ _____	.3	\$ _____
Survey assistant	\$ _____	.2	\$ _____
Sum of weighted billable hourly rates		(note 1)	\$ _____

Note 1: The weighting factors and the total amount of the proposal will be used solely for evaluation purposes

Senior; more than 10 years of experience

Intermediate; 5 to 10 years of experience

Junior; up to 5 years of experience

Total amount of the financial offer

1. WEIGHTED TOTAL, Hourly Rate for First Two Years (Table B.1)	\$
2. WEIGHTED TOTAL, Hourly Rate for Option Years (Table B.2)	\$
TOTAL BASIS OF PAYMENT for the financial offer	\$

Signature of Consultant or Joint Venture Consultants

.....
 Signature

.....
 Signature

.....
 Capacity

.....
 Capacity

.....
 Signature

.....
 Signature

.....
 Capacity

.....
 Capacity

END OF PRICE OFFER FORM

APPENDIX C

DOING BUSINESS WITH QUEBEC

Attached PFD form

APPENDIX D

SET-ASIDE UNDER THE PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS / CERTIFICATION

Certifications Required with the Bid

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

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

Set-aside for Aboriginal Business

1. This procurement is set aside for Inuit Aboriginal business under the federal government Procurement Strategy for Aboriginal Business, For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#), Supply Manual.
2. The Bidder:
 - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
 - i. The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - ii. The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Bidder must check the applicable box below:
 - i. The Aboriginal business has fewer than six full-time employees.
OR
 - ii. The Aboriginal business has six or more full-time employees.
5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

NOTE - In the context of this Standing Offer, "Aboriginal" is understood as following: INUIT As defined in the James Bay and Northern Quebec Agreement and Complementary Agreements, paragraphs 3.1.2, 3.2.4, 3.2.5 and 3.2.6 of chapter 3 of the agreement.

Or whenever applicable

In the context of this request for proposal, "Aboriginal" is understood as following: CREE As defined in the James Bay and Northern Quebec Agreement and Complementary Agreements, paragraphs 3.1.1, 3.2.1, 3.2.2 and 3.2.3 of chapter 3 of the agreement.

Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (*insert "an owner" and/or "a full-time employee")*) of _____ (*insert name of business*), and an Aboriginal person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

The term «Aboriginal» in the context of this tender call is interpreted as «CREE»

Or whenever applicable

The term «Aboriginal» in the context of this tender call is interpreted as «Inuit»

Requirements for the Set-aside Program for Aboriginal Business (Supply manual:
Annex .4)

Who is eligible?

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

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

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

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

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

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

Yes

- a. In respect of a contract, (goods, service or construction), on which a supplier is making a proposal which involves subcontracting, the supplier must certify in its bid that at least thirty-three percent of the value of the work performed under the contract will be performed by an Aboriginal business. Value of the work performed is considered to be the total value of the contract less any materials directly purchased by the contractor for the performance of the contract. Therefore, the supplier must notify and, where applicable, bind the subcontractor in writing with respect to the requirements that the Aboriginal Set-Aside Program (the Program) may impose on the subcontractor or subcontractors.
- b. The supplier's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the supplier with information, substantiating its compliance with the Program, and authorize the supplier to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the supplier to exact or enforce such a provision will be deemed to be a breach of contract and subject to the civil consequences referred to in this document.
- c. As part of its bid, the supplier must complete the Certification of Requirements for the Set-Aside Program for Aboriginal Business(certification) stating that it:
 - i. meets the requirements for the Program and will continue to do so throughout the duration of the contract;

- ii. will, upon request, provide evidence that it meets the eligibility criteria;
- iii. is willing to be audited regarding the certification; and
- iv. acknowledges that if it is found NOT to meet the eligibility criteria, the supplier shall be subject to one or more of the civil consequences set out in the certification and the contract.

See Standard Acquisition Clauses and Conditions(SACC) Manual clauses [A3000T](#) , [M9030T](#) or [S3035T](#), as appropriate.

3. How must the business prove that it meets the requirements?
- a. It is not necessary to provide evidence of eligibility at the time the bid is submitted. However, the business should have evidence of eligibility ready in case it is audited.
 - b. The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the business.
4. What evidence may be required from the business?
- a. Ownership and control
 - i. Evidence of ownership and control of an Aboriginal business or joint venture may include incorporation documents, shareholders' or members' register; partnership agreements; joint venture agreements; business name registration; banking arrangements; governance documents; minutes of meetings of Board of Directors and Management Committees; or other legal documents.
 - ii. Ownership of an Aboriginal business refers to "beneficial ownership" i.e., who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business. (See [Appendix A Set-aside Program for Aboriginal Business](#) for a list of the factors, which may be considered by Canada.)
 - b. Employment and employees
 - i. Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least 33 percent of the full-time employees are Aboriginal, the business must, upon request by Canada, immediately provide a completed Owner/Employee Certification form for each full-time employee who is Aboriginal. See SACC Manual clauses [A3001T](#), [M3030T](#) or [S3036T](#), as appropriate.
 - ii. Evidence as to whether an employee is or is not full-time and evidence as to the number of full-time employees may include payroll records, written

offers for employment, and remittance and payroll information maintained for Canada Revenue Agency purposes as well as information related to pension and other benefit plans.

- iii. A full-time employee, for the purpose of this program, is one who is on the payroll, is entitled to all benefits that other full-time employees of the business receive, such as pension plan, vacation pay and sick leave allowance, and works at least 30 hours a week. It is the number of full-time employees on the payroll of the business at the date of bid submission that determines the ratio of Aboriginal to total employees of the business for the purpose of establishing eligibility under the Program.
- iv. Owners who are Aboriginal and full-time employees who are Aboriginal must be ready to provide evidence in support of such status. The Owner/Employee Certification to be completed by each owner and full-time employee who is Aboriginal shall state that the person meets the eligibility criteria and that the information supplied is true and complete. This certification shall provide the person's consent to the verification of the information submitted.

5. Subcontracts

- a. Evidence of the proportion of work done by subcontractors may include contracts between the contractor and subcontractors, invoices, and paid cheques.
- b. Evidence that a subcontractor is an Aboriginal business (where this is required to meet the minimum Aboriginal content of the contract) is the same as evidence that a prime contractor is an Aboriginal business.

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

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

Appendix A Set-aside Program for Aboriginal Business

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

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

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



Doing Business Quebec Region

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



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SECTION 1 INTRODUCTION

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

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

SECTION 2 PWGSC NATIONAL CADD STANDARD

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

Refer to:

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

For the Quebec region:

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

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

SECTION 3 - GUIDE TO PREPARATION OF CONSTRUCTION DOCUMENTS FOR PWGSC

1 Purpose

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

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

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



2 Principles of PWGSC Contract Documents

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

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

3 Quality Assurance

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

SPECIFICATIONS

1 National Master Specification

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

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

2 Specification Organization

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

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

3 Terminology

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

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

4 Dimensions

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

5 Standards

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

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

The NMS website (<http://www.tpsgc-pwgsc.gc.ca/biens-property/ddn-nms/index-eng.html>) also links to other documents references in the NMS under its "Links" feature.

6 Specifying Materials

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

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

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

Acceptable Materials: set up the paragraph format as follows:

Acceptable Materials:

1. ABC Co. Model [_____].
2. DEF Co. Model [_____].
3. GHI Co. Model [_____].
4. Alternative Materials: Approved by addendum in accordance with Instructions to Tenderers.

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

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

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

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

Sole Sourcing: Sole sourcing for materials and work can be used for proprietary systems (ie. fire alarm systems, EMCS – Energy Monitoring and Control Systems). A justification will be required in this context.

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

“Designated Contractor

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

Wording for the sole source of Energy Monitoring and Control Systems (EMCS) should be in Part 1 as:

“Designated Contractor

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

and in Part 2 as “Materials

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

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

“Acceptable materials

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

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

7 Unit Prices

Unit prices are used where the quantity cannot be precisely estimated (eg. earth work). The approval of the Project Manager must be sought in advance of their use.

Use the following wording:

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

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

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

8 Cash Allowances

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

9 Warranties

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

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

Delete all references to manufacturers' guarantees.

10 Scope of Work

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

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

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

12 Related Sections

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

13 Index

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

14 Regional requirements

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

15 Health and Safety

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

16 Designated Substances Report

Include "Section 01 14 25 - Designated Substances Report"

17 Subsurface Investigation Reports

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

Subsurface investigation report(s)

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

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

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

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

18 Experience and Qualifications

Remove experience and qualification requirements from specification sections.

19 Prequalification and Pre-award submissions

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

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

20 Contracting Issues

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

Remove all references within the specifications, to the following:

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

DRAWINGS

1 Title Blocks

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

2 Dimensions

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

3 Trade Names

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

4 Specification Notes

No specification type notes are to appear on any drawing.

5 Terminology

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

Notes such as: "verify on site", "as instructed", "to match existing", "example", "equal to" or "equivalent to", "to be determined on site by "Departmental Representative", should not appear on drawings as this promotes inaccurate and inflated bids. Drawings must allow bidders to calculate all quantities and bid accurately. In exceptional cases, where quantities are impossible to quantify (i.e. cracks to be repaired), refer to indications contained in section 3, Specifications, 3 Terminology.

6 Information to be included

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

7 Drawing Numbers: Sets of drawings shall be numbered according to the type of drawing and the discipline involved, as indicated in the PWGSC NATIONAL CADD STANDARD.

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

8 Presentation Requirements: Present drawings in sets comprising the applicable civil, architectural, structural, mechanical and electrical drawings in that order. All drawings should be of uniform standard size.

9 Prints: Print with black lines on white paper. Confirm with Project Manager the size of prints to be provided for review purposes.

- 
- 10 Binding:** Staple or otherwise bind prints into sets. Where presentations exceed 20 sheets, the drawings for each discipline may be bound separately for convenience and ease of handling.
- 11 Legends:** Provide a legend of symbols, abbreviations, references, etc., on the front sheet of each set of drawings or, in large sets of drawings, immediately after the title sheet and index sheets.
- 12 Schedules:** Where schedules occupy entire sheets, locate them on top of each set of drawings for convenient reference. See *CGSB 33-GP-7 Architectural Drawing Practices for schedule arrangements*.
- 13 North Points:** On all plans include a north point. Orient all plans in the same direction for easy cross-referencing. Wherever possible, lay out plans so that the north point is at the top of the sheet.
- 14 Drawing Symbols:** Follow generally accepted drawing conventions, understandable by the construction trades, and in accordance with PWGSC publications.

ADDENDA

1 Format

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

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

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

2 Content

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

DOCUMENTS FOR TENDER CALLS

1 Translation

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

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

2 Consultant shall provide:

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

3 PWGSC shall provide:

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

SECTION 4 CLASSES OF CONSTRUCTION COST ESTIMATES USED BY PWGSC

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

Class 'D' (Indicative) Estimate:

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

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

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

Class 'C' Estimate:

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

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

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

Class 'B' (Substantive) Estimate:

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

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

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



Class 'A' (Pre-Tender) Estimate:

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

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

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

SECTION 5 TIME MANAGEMENT

5 Time Management, Planning, and Control

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

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

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

5.1 Schedule Design

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

When building a Control System you must consider:

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

5.2 Schedule Development

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

Work Breakdown Structure

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

The WBS is as follows:

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

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

Major and Minor Milestones

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

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

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

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

Activities

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

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

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

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

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

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

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

Project Logic

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

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

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

Activity Duration

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

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

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

Activity List

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

Milestone List

A Milestone List identifies all project Major and Minor milestones.

Master Schedule

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

Detailed Project Schedule

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

5.3 Schedule Review and Approval

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

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

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

5.4 Schedule Monitoring and Control

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

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

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

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

Progress Reports

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

The Progress Report includes:

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

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

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

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

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

Exception Report

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

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

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

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

5.5 Standard issue of documents

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

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

5.6 Schedule Outputs and Reporting Formats

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

Progress Reports

Paper Size: Letter
Paper Format: Portrait
Title Format: Project Title; Report Type; Print Date; Data Date; Revision Block
Body Text: Narratives for each report to match other reports generated in the D.S.S.
Variance Report Columns: Activity ID, Activity Name, Planned Finish, Revised Finish, Variance, Activity % Complete,
Criticality Report Columns: Activity ID, Activity Name, Duration, Start, Finish, Activity % Complete, Total Float.

Exception Reports

Paper Size: Letter
Paper Format: Portrait
Title Format: Project Title; Report Type; Print Date; Data Date; Revision
Body Text: Narrative to match other reports generated in the D.S.S.
Paper Size: Letter
Paper Format: Landscape
Title Format: Project Title; Report Type; Print Date; Data Date; Revision
Columns: Activity ID, Activity Name, Duration, Remaining Duration, Start, Finish, Total Float.

Work Breakdown Structure (indent tree):

Paper Size: Letter
Paper Format: Portrait
Columns: WBS Code, WBS Name, Duration, Cost estimate, start and finish dates.
Footer Format: Project Title; Report Type; Print Date; Data Date; Revision Block

Activity Lists

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

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

Milestone Lists

Paper Size: Letter

Paper Format: Portrait

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

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

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

Master Schedule (Bar Chart)

Paper Size: 11X17

Paper Format: Landscape

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

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

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

Detailed Project Schedules (Bar Chart)

Paper Size: 11X17

Paper Format: Landscape

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

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

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

SECTION 6 RISK MANAGEMENT

6.1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.2 RISK MANAGEMENT CHECKLIST

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

Resources External to Project Management Team

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

Project Scope Delivery

- ◆ Delivery of Specified Requirement
 - accuracy of client requirements in terms of cost/ schedule / performance / quality and ability to interface with existing environment
 - conflicting client priorities
 - low level of client knowledge
- ◆ Unstated Client Requirements
 - completeness of client requirements in terms of cost/ schedule / performance / quality and ability to interface with existing environment
 - restricted working conditions
 - opportunities for changes / positive impact
- ◆ Stakeholder Requirements, Stated and Unstated
 - low involvement of user groups in scope of definition
 - interface with existing systems
 - restricted working conditions
 - operational needs

Site / Asset / Building Actual Conditions

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

Government / PWGSC / Client / Context

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

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

Last updated 2011-07-28

Date:	
Project Title:	Project Location:
Project Number:	Contract Number:
Consultant's Name:	PWGSC Project Manager:
Review Stage: 66% <input type="checkbox"/> 99% <input type="checkbox"/> 100% <input type="checkbox"/>	

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

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

Item	Verified by:	Comments:	Action by:
Specifications:			
14 Regional requirements			
14a General Instructions are included (Section 01 11 01 for Quebec region).			
15 Health and Safety			
15a Section 01 35 29.06 - Health and Safety Requirements is included.			
16 Designated Substances Report			
16 a Section 01 14 25 - Designated Substances Report is included.			
17 Subsurface Investigation Reports			
17a Subsurface Investigation Reports are included in Division 31.			
18 Experience and qualifications			
18a Experience and qualification requirements do not appear in the specification sections			
19 Pre-qualifications			
19a There are no mandatory contractor and/or subcontractor pre-qualification requirements or references to certificates, transcripts or license numbers of a trade or subcontractor being included in the bid.			
20 Contracting Issues			
20a Contracting issues do not appear in the specifications.			
20b Division 00 of the NMS is not used.			
21 Quality Issues			
21a There are no specification clauses with square brackets “[]” or lines “__” indicating that the document is incomplete or missing information.			

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

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

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

Consultant's Representative: _____

Firm name: _____

Signature: _____ Date: _____

APPENDIX 'B' - Sample of Addendum

Last updated April 22, 2008

ADDENDUM No. _____

Project Number: _____

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

DRAWINGS

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

- 1 A1 Architectural
- .1

SPECIFICATIONS

SPEC NOTE: indicate section number and title.

- 1 Section 01 11 01 – Work related general information

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

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

APPENDIX 'C' - Sample of Index for Drawings and Specifications

Last updated April 22, 2008

Project No: _____

Index
Page 1 of ____

DRAWINGS AND SPECIFICATIONS

SPECIFICATIONS:

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

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

DRAWINGS:

SPEC NOTE: List all Drawings by number and title.

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

APPENDIX 'D'

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

Issued by:

Real Property Contracting Directorate

PWGSC

May 2005

Last Updated: June 3, 2008

Version 1.0

PREFACE

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

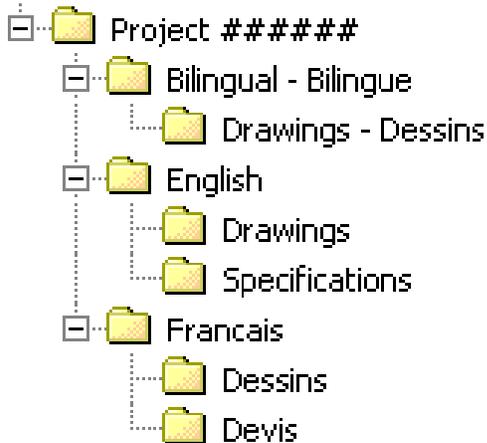
There is therefore a need to adopt a common directory structure and file-naming convention to ensure that the information made available to contractors electronically and in hard (printed) copy is in accordance with the sequence adopted in the real property industries, both for design and construction.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

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

1. DIRECTORY STRUCTURE

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

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



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

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

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

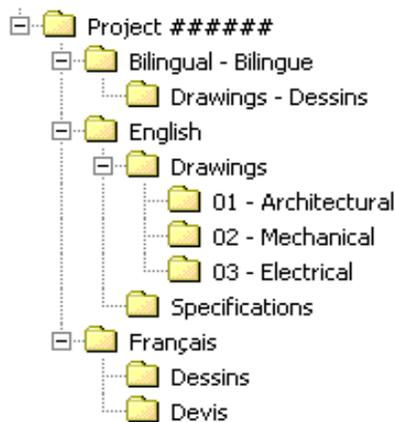
1.2 4th Tier Sub-Folders for Drawings

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

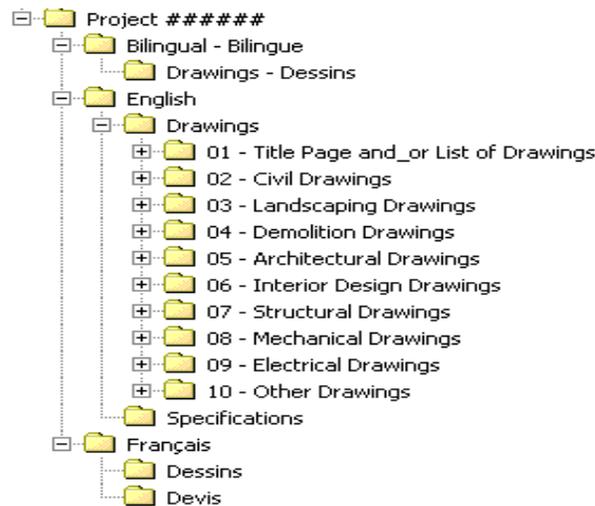
Because the order of appearance of the sub-folders on the screen will also determine the order of printing, it is necessary to start with a number the identification name of the sub-folders in the “*Drawings – Dessins*”, “*Drawings*” and “*Dessins*” folders.

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

Examples of 4th Tier sub-folders for drawings:



or



1.2.1 Naming Convention

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

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

- Y

Where:

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

Y = The title of the folder

Example: 03 – Mechanical

For the “*Drawings - Dessins*” folder:

- Y - Z

Where:

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

Y = The English title of the folder

Z = The French title of the folder

Example: 04 - Electrical - Électricité

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

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

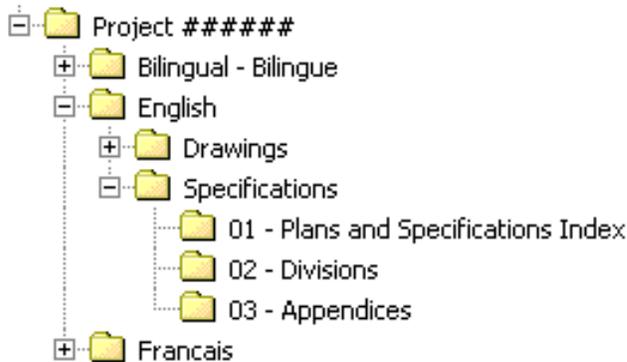
- The alphanumerical sorting is done on an ascending order;
- The alphanumerical order of the sub-folders determines the order of appearance on the screen as well as the order of printing (as an example: all the drawing PDF files in the 01 sub-folder will be printed in alphanumerical order before the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

1.3 4th Tier Sub-Folders for Specifications

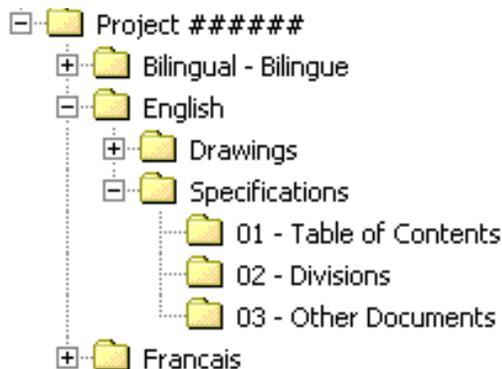
The “*Specifications*” and “*Devis*” folders must have 4th Tier sub-folders created to reflect the various elements of the specifications.

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

Examples of 4th Tier sub-folders for specifications:



or



1.3.1 Naming Convention

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

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

- Y

Where:

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

Example: 02 – Divisions

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

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

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

2. NAMING CONVENTION FOR PDF FILES

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

2.1 Drawings

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

X### - Y

Where:

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

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

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

Example: A001 - First Floor Details

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

The following important points about drawings are to be noted:

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

- Y

Where:

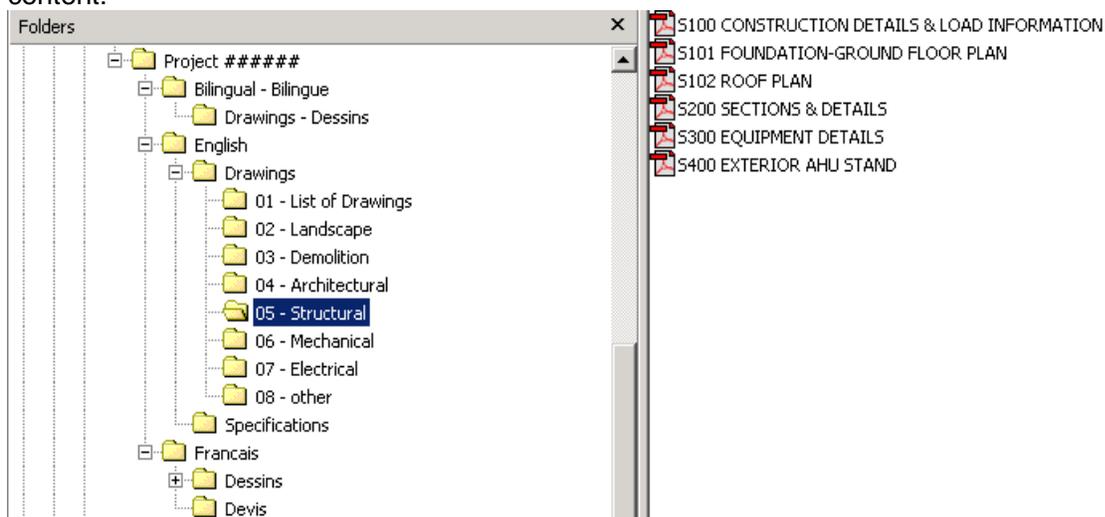
= A two digit number ranging from 01 to 99 (leading zeros must be included)

Y = The name of the drawing

Example: 01 - Title Page
02 - List of Drawings

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

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



2.2. Specifications

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

2.2.1 Documents other than Specifications Divisions

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

- Y

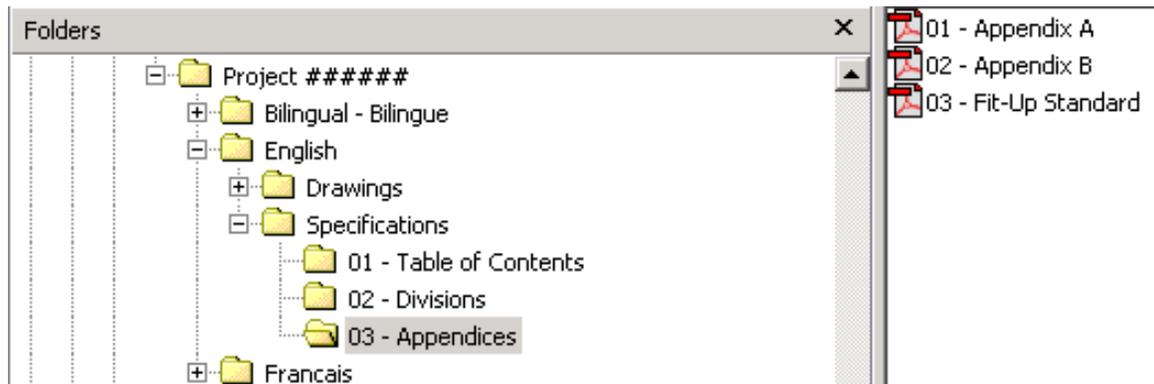
Where:

= Two digit number ranging from 01 to 99 with leading zeros required

Y = Name of the document

Example: 01 - Plans and Specifications Index

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



2.2.2 Specifications Divisions

The Specifications Divisions must be named as follows:

Division ## - Y

Where:

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

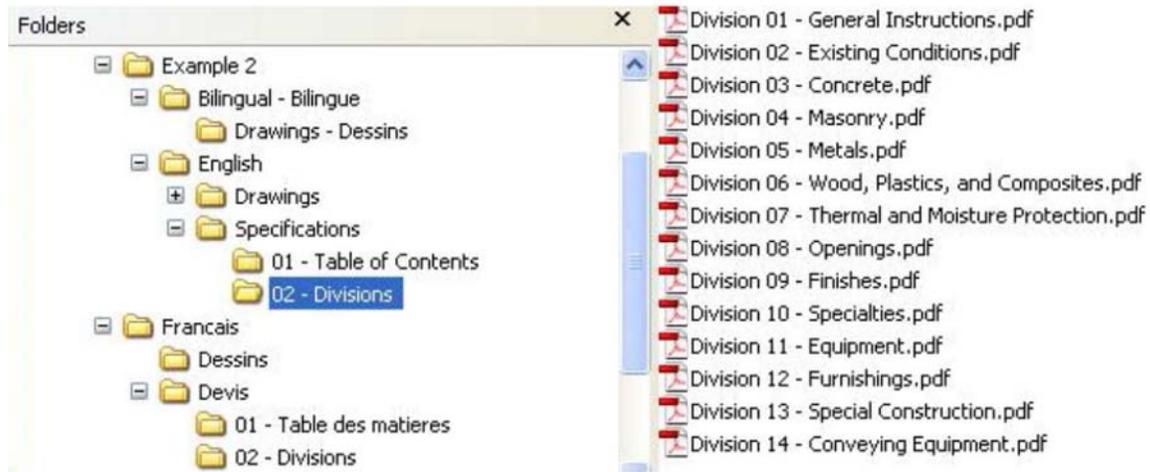
Y = Name of the Specifications Division as per **CSC/CSI MasterFormat™**

Example: Division 05 – Metals

The following important point about specifications is to be noted:

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

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



3. CD-ROM LABEL

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

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

Example:

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

APPENDIX 'E'

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

Issued by:

Real Property Contracting Directorate

PWGSC

May 2005 Last Updated: May 3, 2005

Version 1.0

PREFACE

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

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

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

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

1.0 PRINTER DRIVERS

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

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

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

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

2.0 PRINTER CONFIGURATION

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

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

3.0 CREATING PDF FILES

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

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

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

4.0 PDF FILES SETTINGS

4.1 Security

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

4.2 Drawing Orientation

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

4.3 Font Type

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

4.4 Resolution

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

4.5 Scale

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

5.0 SCANNING

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

6.0 FINAL CHECKLIST

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

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

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

7.0 ADDITIONAL INFORMATION

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