



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Public Works and Government Services Canada  
ATB Place North Tower  
10025 Jasper Ave./10025 ave. Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6  
Bid Fax: (780) 497-3510

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

### Proposal To: Public Works and Government Services Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

### Proposition aux: Travaux Publics et Services Gouvernementaux Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

### Comments - Commentaires

### Vendor/Firm Name and Address

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

Public Works and Government Services Canada  
ATB Place North Tower  
10025 Jasper Ave./10025 ave Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

<b>Title - Sujet</b> TLE Legal Surveys	
<b>Solicitation No. - N° de l'invitation</b> EW128-191351/A	<b>Date</b> 2019-01-17
<b>Client Reference No. - N° de référence du client</b> ISC EW128-191351	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$EDM-100-11546	
<b>File No. - N° de dossier</b> EDM-8-41121 (100)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-02-04</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Standard Time MST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Fisher, Drew	<b>Buyer Id - Id de l'acheteur</b> edm100
<b>Telephone No. - N° de téléphone</b> (780) 901-4270 ( )	<b>FAX No. - N° de FAX</b> (780) 497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA ATB PLACE NORTH, 5TH FLOOR 10025 JASPER AVE EDMONTON Alberta T5J1S6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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EW128-191351/A  
Client Ref. No. - N° de réf. du client  
EW128-191351

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EDM-8-41121

Buyer ID - Id de l'acheteur  
EDM100  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Statement of Work**

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

### **1.2 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **1.3 Trade Agreements**

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

### **1.4 Canadian Content**

The requirement is limited to Canadian goods and/or services.

### **1.5 epost Connect service**

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **2.2 Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Public Works and Government Services Canada  
ATB Place North Tower  
10025 Jasper Ave./10025 ave. Jasper  
5th floor/5e étage  
Edmonton/AB  
T5J 1S6  
(780) 497-3510

[ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca](mailto:ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca) Bids/Offer will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.

Submissions faxed to PWGSC will be accepted.

### 2.3 Former Public Servant (*To be filled in by bidder*)

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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid 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 Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPSs 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, Bidders agree that the successful Bidder'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](#).

### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder 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 Applicable Taxes

### 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

### 2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy or 1 fax copy)  
Section II: Financial Bid (1 hard copy or 1 fax copy)  
Section III: Certifications (1 hard copy or 1 fax copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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## **Section I: Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

## **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment.

### **3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “E” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “E” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### **3.1.2 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

## **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Mandatory and point rated technical evaluation criteria are included in Annex “C”- Mandatory Technical Evaluation Criteria and Annex “D”- Point-rated Evaluation Criteria.

#### **4.1.2 Financial Evaluation**

The Total Bid Price will be calculated in the following method:

The unit price quoted for each item will be multiplied by the estimated quantity quoted to arrive at a total price per item. The total prices per item will be aggregated to determine the Total Assessed Bid Price.



## 4.2 Basis of Selection

### 4.2.1 Basis of Selection- Highest Combined Rating of Technical Merit and Price

4.2.1.1 To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation; and
- b) meet all mandatory criteria; and
- c) obtain the required minimum of **60** points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of **100** points.

4.2.1.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive.

4.2.1.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.

4.2.1.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.

4.2.1.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%

4.2.1.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

4.2.1.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

4.2.1.8 The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluation Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		83.84	75.56	80.89
Overall Rating		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

## 5.1 Certifications Required with the Bid

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

### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### 5.1.2 Additional Certifications Required with the Bid

#### 5.1.2.1 Canadian Content Certification (*To be filled in by bidder*)

This procurement is limited to Canadian services.

The Bidder certifies that:

**Yes ( )** the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

Bidders should submit this certification completed with their bid. If the certification is not completed and submitted with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to submit this completed certification. Failure to comply with the request of the Contracting Authority and submit the completed certification will render the bid non-responsive

**5.1.2.1.1** SACC Manual clause [A3050T](#) (2014-11-27), Canadian Content Definition

## 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of 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>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social](#)

Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### **5.2.3 Additional Certifications Precedent to Contract Award**

#### **5.2.3.1 Education and Experience**

**5.2.3.1.1** SACC Manual clause [A3010T](#) (2010-08-16), Education and Experience

## **PART 6 - RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### **6.1 Security Requirements**

**6.1.1** There is no security requirement applicable to the Contract.

### **6.2 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

### **6.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **6.3.1 General Conditions**

[2010B](#) (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The Work is to be performed during the period of Contract award to **2020-03-20**.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Drew Fisher  
Title: Procurement Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Western Region  
Address:

ATB Place, North Tower  
5<sup>th</sup> Floor – 10025 Jasper Avenue  
Edmonton, AB T5J 1S6

Telephone: 780-901-4270  
Facsimile: 780-497-3510  
E-mail address: drew.fisher@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 6.5.2 Project Authority (*To be released at contract award*)

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ \_\_\_\_ \_\_\_\_  
Facsimile: \_\_\_\_ \_\_\_\_ \_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Contractor's Representative (*To be filled in by bidder*)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone : \_\_\_\_ \_\_\_\_ \_\_\_\_  
Facsimile: \_\_\_\_ \_\_\_\_ \_\_\_\_

E-mail address: \_\_\_\_\_

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada

## 6.7 Payment

### 6.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of \$\_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

### 6.7.2 Limitation of Expenditure

**6.7.2.1** Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

**6.7.2.2** No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

**6.7.2.3** If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability

### 6.7.3 Milestone Payments - Not subject to holdback

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment using [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

- b. all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

#### 6.7.4 SACC Manual Clauses

[A9117C](#) (2007-11-30), T1204 - Direct Request by Customer Department

[C0705C](#) (2010-01-11), Discretionary Audit

#### 6.7.5 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

#### 6.8 Invoicing Instructions

**6.8.1** The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

**6.8.2** Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### 6.9 Certifications and Additional Information

##### 6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

##### 6.9.2 SACC Manual Clauses

[A3060C](#) (2008-05-12), Canadian Content Certification

#### 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

## 6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity)
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Mandatory Technical Evaluation Criteria;
- (f) Annex "D", Point-rated Evaluation Criteria;
- (g) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: " , as clarified on \_\_\_\_\_ " or " , as amended on \_\_\_\_\_ " and insert date(s) of clarification(s) or amendment(s)*)

## 6.12 SACC Manual Clauses

A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)  
B6800C (2007-11-30), List of Non-consumable Equipment and Material  
G1005C (2016-01-28), Insurance – No Specific Requirement

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## **ANNEX "A"**

### **STATEMENT OF WORK**

*(Attached as "Terms of Reference")*



ANNEX "B" BASIS OF PAYMENT

All rates/costs shown in the tables below are exclusive of GST/HST.

Following completion of the work, as described in the schedule, and the Technical Authority's acceptance of relevant requirements, as identified in the Terms of Reference, "Annex A", payment will be made as detailed in Section 1 for the Firm Price work and Section 2 Downtime, if incurred and supported to the satisfaction of the Technical Authority.

In the event that the bidder does not provide a price for a line item at solicitation closing, PWGSC will zero that line out and consider it as \$0.00 toward the final evaluation.

	Phase 1a Field work - Mobilization/demobilization & field survey								
Item	Resource Description	Unit	# of Units	Unit Rate	Extended Price Per Item Per Location:				
					Bolton Lake C	Costes Lake A	Hayes River Ridge A	Nelson River East Channel Addition	Painting Stone B Portage & Part Painting Stone Portage A
	Labour (Hourly Rate)								
1	Administrative Personnel	Hourly	____ hrs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2	Geomatics Technologist (CAD Drafting, Computations, GPS Processing) including equipment and software	Hourly	____ hrs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

3	Two(2) Person Survey Crew (including Total Station, level and Survey Equipment)	Hourly	____hrs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4	Land Surveyor/Professional Supervisor	Hourly	____hrs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5	Additional Survey Crew Helper	Hourly	____hrs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	Disbursements (Daily Rate)	Unit	# of Units	Unit Rate	Bolton Lake C	Costes Lake A	Hayes River Ridge A	Nelson River East Channel Addition	Painting Stone B Portage & Part Painting Stone Portage A
1	Vehicle (4x4)	Daily	____days	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2	All Terrain Vehicle (Quad or Snow Machine)	Daily	____days	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3	Dual Frequency Survey Grade GPS	Daily	____days	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	Disbursements (Lot Rate)								
1	Air fare	Lot	____lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2	Charter/Helicopter Costs	Lot	____lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3	Camp costs	Lot	____lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

4	Accommodation	Lot	_____ lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5	Meals	Lot	_____ lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6	Survey/Other Equipment costs (exclusive of GPS/Total Station/Level shown above)	Lot	_____ lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
7	Fuel	Lot	_____ lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8	Miscellaneous: fees/posts/freight etc.	Lot	_____ lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
9	Other: please provide details here:	Lot	_____ lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	<b>Total Cost for Phase 1a (Mob/demob &amp; field survey) for Each Location</b>			\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	<b>Phase 1b Field work - Line Cutting Costs</b>								

Item	Resource Description	Unit	# of Units	Unit Rate	Extended Price Per Item Per Location:		Extended Price Per Item Per Location:		
					Bolton Lake C	Costes Lake A	Hayes River Ridge A	Nelson River East Channel Addition	Painting Stone B Portage & Part Painting Stone Portage A
	<b>Labour (Hourly Rate)</b>								
1	Administrative Personnel	Hourly	____hrs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2	Geomatics Technologist (CAD Drafting, Computations, GPS Processing) including equipment and software	Hourly	____hrs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3	Two(2) Person Survey Crew (including Total Station, level	Hourly	____hrs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

	and Survey Equipment)																	
4	Land Surveyor/Professional Supervisor	Hourly																
5	Additional Survey Crew Helper	Hourly																
	<b>Disbursements (Daily Rate)</b>																	
1	Vehicle (4x4)	Daily																
2	All Terrain Vehicle (Quad or Snow Machine)	Daily																
3	Dual Frequency Survey Grade GPS	Daily																
	<b>Disbursements (Lot Rate)</b>																	
1	Air fare	Lot																
2	Charter/Helicopter Costs	Lot																
3	Camp costs	Lot																
4	Accommodation	Lot																

5	Meals	Lot	_____lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6	Survey/Other Equipment costs (exclusive of GPS/Total Station/Level shown above)	Lot	_____lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
7	Fuel	Lot	_____lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8	Miscellaneous: fees/posts/freight etc.	Lot	_____lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
9	Other: please provide details here:	Lot	_____lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	<b>Total Cost for Phase 1b - Line Cutting costs for Each Location</b>			\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	<b>Phase 1 - Total costs (Phase 1a &amp; 1b) for Each Location</b>			\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

	Phase 2 Field work - OHWM Survey									
Item	Resource Description	Unit	# of Units	Unit Rate	Extended Price Per Item Per Location:					
					Bolton Lake C	Costes Lake A	Hayes River Ridge A	Nelson River East Channel Addition	Painting Stone B Portage & Part Painting Stone Portage A	
	Labour (Hourly Rate)									
1	Administrative Personnel	Hourly	____ hrs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
2	Geomatics Technologist (CAD Drafting, Computations, GPS Processing) including equipment and software	Hourly	____ hrs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
3	Two(2) Person Survey Crew (including Total Station, level and Survey Equipment)	Hourly	____ hrs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
4	Land Surveyor/Professional Supervisor	Hourly	____ hrs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
5	Additional Survey Crew Helper	Hourly	____ hrs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
	Disbursements (Daily Rate)									

1	Vehicle (4x4)	Daily	_____ days	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2	All Terrain Vehicle (Quad or Snow Machine)	Daily	_____ days	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3	Dual Frequency Survey Grade GPS	Daily	_____ days	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	<b>Disbursements (Lot Rate)</b>			<b>Bolton Lake C</b>	<b>Costes Lake A</b>	<b>Hayes River Ridge A</b>	<b>Nelson River East Channel Addition</b>	<b>Painting Stone B Portage &amp; Part Painting Stone Portage A</b>
1	Air fare	Lot	_____ lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2	Charter/Helicopter Costs	Lot	_____ lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3	Camp costs	Lot	_____ lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4	Accommodation	Lot	_____ lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5	Meals	Lot	_____ lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6	Survey/Other Equipment costs (exclusive of GPS/Total Station/Level shown above)	Lot	_____ lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
7	Fuel	Lot	_____ lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____



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8	Miscellaneous: fees/posts/freight etc.	Lot	_____ lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
9	Aerial imagery costs if applicable	Lot	_____ lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
10	Other: please provide details here:	Lot								
	<b>Total Cost for Phase 2 (OHWM Survey) for Each Location</b>									

	Phase 3 Plan Preparation									
Item	Resource Description	Unit	# of Units	Unit Rate	Extended Price Per Item Per Location:					
					Bolton Lake C	Costes Lake A	Hayes River Ridge A	Nelson River East Channel Addition	Painting Stone B Portage & Part Painting Stone Portage A	
	<b>Labour (Hourly Rate)</b>									
1	Administrative Personnel	Hourly	____ hrs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
2	Geomatics Technologist (CAD Drafting, Computations, GPS Processing) including equipment and software	Hourly	____ hrs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
3	Two(2) Person Survey Crew (including Total Station, level and Survey Equipment)	Hourly	____ hrs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
4	Land Surveyor/Professional Supervisor	Hourly	____ hrs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
5	Additional Survey Crew Helper	Hourly	____ hrs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
	<b>Disbursements (Daily Rate)</b>									
1	Vehicle (4x4)	Daily	____ days	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	

2	All Terrain Vehicle (Quad or Snow Machine)	Daily	___ days	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3	Dual Frequency Survey Grade GPS	Daily	___ days	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	<b>Disbursements (Lot Rate)</b>								
1	Air fare	Lot	___ lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2	Charter/Helicopter Costs	Lot	___ lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3	Camp costs	Lot	___ lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4	Accommodation	Lot	___ lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5	Meals	Lot	___ lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6	Survey/Other Equipment costs (exclusive of GPS/Total Station/Level shown above)	Lot	___ lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
7	Fuel	Lot	___ lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8	Miscellaneous: fees/posts/freight etc.	Lot	___ lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
9	Other: please provide details here:	Lot	___ lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Total Cost for Phase 3 for Each Location			\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
			\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Phase 4 Plan Registration									
Item	Resource Description	Unit	# of Units	Unit Rate	Extended Price Per Item Per Location:				
					Bolton Lake C	Costes Lake A	Hayes River Ridge A	Nelson River East Channel Addition	Painting Stone B Portage & Part Painting Stone Portage A
	Labour (Hourly Rate)								
1	Administrative Personnel	Hourly	_____ hrs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2	Geomatics Technologist (CAD Drafting, GPS Computations, GPS Processing) including equipment and software	Hourly	_____ hrs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3	Two(2) Person Survey Crew (including Total Station, level and Survey Equipment)	Hourly	_____ hrs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

4	Land Surveyor/Professional Supervisor	Hourly	_____hrs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5	Additional Survey Crew Helper	Hourly	_____hrs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	<b>Disbursements (Daily Rate)</b>								
1	Vehicle (4x4)	Daily	_____days	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2	All Terrain Vehicle (Quad or Snow Machine)	Daily	_____days	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3	Dual Frequency Survey Grade GPS	Daily	_____days	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	<b>Disbursements (Lot Rate)</b>								
1	Air fare	Lot	_____lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2	Charter/Helicopter Costs	Lot	_____lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3	Camp costs	Lot	_____lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4	Accommodation	Lot	_____lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5	Meals	Lot	_____lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6	Survey/Other Equipment	Lot	_____lots	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____



## **Section 2 - Downtime**

In consideration of authorized down-time, payment shall be made for 50% of "actual costs" incurred in accordance with the pricing schedule shown below. Complete Annex "B" Section 2 below (showing the pricing and quantity of down days), which will form part of any resulting contract.

Down-Time compensation will cover only 50% of the following "actual costs":

- a) salaries and associated payroll cost, (excluding overhead);
- b) living expenses;
- c) rental charges for transportation and equipment

To be considered for reimbursement for each time that down-time is incurred, the Contractor must advise the Technical Authority as soon as possible (no later than three (3) working days from each down-day) of the amount and value of down-time being incurred. The Contractor is to submit a complete itemized report of down-time including costs, in accordance with this Annex, following the completion of the Phase 1 (Milestone payment #1) & Phase 2 (Milestone Payment #2).

Payment for down-time, or portion thereof, authorized by the Technical Authority, reasonably and properly incurred in the performance of the work, will be paid upon completion of demobilization. Payment will be in accordance with the following:

Item	Resource Description	Unit	Hours (daily)	Hourly Rate	Extended Price (per day)
<b>Labour</b>					
1	Administrative Personnel	Hourly	____ hrs	\$_____/hour	\$_____
2	Geomatics Technologist (CAD Drafting, Computations, GPS Processing) including equipment and software	Hourly	____ hrs	\$_____/hour	\$_____
3	Two (2) Person Survey Crew (including Total Station, Level and Survey Equipment)	Hourly	____ hrs	\$_____/hour	\$_____
4	Land Surveyor/Professional Supervisor	Hourly	____ hrs	\$_____/hour	\$_____
5	Additional Survey Crew Helper	Hourly	____ hrs	\$_____/hour	\$_____
<b>Disbursements</b>					
1	Vehicle (4X4)	Daily	____ day	\$_____/day	\$_____

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2	All Terrain Vehicle (Quad or Snowmobile)	Daily	____ day	\$_____/day	\$_____
3	Dual Frequency Survey Grade GPS	Daily	____ day	\$_____/day	\$_____
<b>Travel and Living Expenses (See below for details).</b>					
Accommodation and Meals		Daily	_____	\$_____/day	\$_____
Total maximum estimated cost for each down day					\$_____
Total estimated number of down days					_____
<b>TOTAL ESTIMATED COST FOR DOWN DAYS</b>					<b>\$_____</b>

#### Travel and living expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices

B, C and D of the Treasury Board Travel Directive.

All travel must have prior authorization of the Technical Authority. All payments are subject to Government audit.

All travel must have prior authorization of the Technical Authority.

All payments are subject to government audit.

[http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/TBM\\_113/td-dv\\_e.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv_e.asp)



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## ANNEX "C"

### MANDATORY TECHNICAL EVALUATION CRITERIA

#### Mandatory Technical requirements at Solicitation Closing

Failure to meet any of the following mandatory requirements will render your submission non-compliant and given no further consideration.

To aid in the evaluation, it is requested that Bidders indicate where in their bid that each of the following criteria be addressed.

If these documents have not been provided at bid closing, PSPC will notify the bidder, offeror or supplier that they are required to provide them within two business days following notification by PSPC. (Note: this time requirement reflects PSPC's expectation that these documents ought to be readily available to a bidder, offeror or supplier.)

Once notified, any bidder, offeror or supplier that fails to provide the required document(s) within two business days will be informed by the Department that their bid, offer or arrangement is non-responsive and that it will be given no further consideration.

1. The surveyor who will supervise the project must hold a current membership licence with Association of Manitoba Land Surveyors. Documentary proof is required for each individual.

MEETS \_\_\_\_\_ DOES NOT MEET \_\_\_\_\_ Reference page # \_\_\_\_\_

2. If the Bidder is a professional corporation, it must be a valid permit holder pursuant to The Land Surveyors and Related Amendments Act. Documentary proof is required.

MEETS \_\_\_\_\_ DOES NOT MEET \_\_\_\_\_ Reference page # \_\_\_\_\_

3. The Bidder must indicate employment opportunity will be made available to the local First Nation. At a bare minimum, one Norway House Cree Nation member must be hired to assist in the legal survey. The employment may take the form of survey assistant, labourer, line cutting crew, camp assistants or transportation provider etc. (this list is not exhaustive). Identification of more than one employment opportunity will be noted in evaluating the technical proposal – see Annex "D".

MEETS \_\_\_\_\_ DOES NOT MEET \_\_\_\_\_ Reference page # \_\_\_\_\_

## ANNEX "D"

### POINT-RATED EVALUATION CRITERIA

Each proposal which meets the mandatory criteria (Annex "C"), will be evaluated and scored in accordance with the following evaluation criteria.

Failure to meet any of the following point rated criteria at solicitation closing will render your submission non-compliant and given no further consideration.

#### Technical Proposal

- Identification of key personnel;
- Demonstrated understanding of work outlined in the Terms of Reference (Annex A) and the ability to perform the work to the proposed timelines; and
- Identification of Aboriginal Involvement within the project. It is very important to make a commitment to Aboriginal Involvement in the proposal so that a proper evaluation can be made. Avoid vaguely worded phrases such as "to the extent possible" or "as much as possible".

#### Experience

- On- site field survey crew must have experience in working in northern and remote locations. Northern and remote experience is experience gained on projects where the work site is isolated from essential services (medical, communication, food accommodation and fuel) and the environment is challenging in regard to terrain, wildlife and weather. The bidder is required to provide a summary of experience; and
- List of types of projects performed & key personnel involved.

To aid in the evaluation, it is requested that Bidders indicate where in their bid that each of the following criteria be addressed.

POINT RATED REQUIREMENTS	POINTS	Evaluation marking	SCORE	COMMENTS
<b>A. Technical Proposal</b>				
A1. Identification of key personnel	5	Key personnel identified in proposal Y/N Yes = 5 No = 0		
A2. Proposal clearly demonstrates how the Bidder will perform the work outlined in the Terms of Reference, and adhere to the proposed timelines.	50	Full demonstration = 50; ( proposal FULLY details TOR requirements, schedule and risks) Partial demonstration = 30 (TOR requirements not fully identified along with schedule and risks or poorly communicated) No Demonstration = 0 Any number in between 0-50 points depending on level of demonstration.		
A3. Indigenous Peoples Involvement	20	8 pts for specifying one (1) First Nation person/facility/contractor/supplier to be engaged in the project. All subsequent		

		Indigenous Peoples resources identified will be given 3 pts up to the maximum of 20.		
<b>B. Experience</b>				
B1. Northern and remote experience of field survey crew.	15	Personnel to be on project with northern/remote experience > 5 years = 6 pts Personnel with > 2 but < 5 years = 3 pts Personnel with < 2 years but >0 = 1 pt		
B2. List of relevant projects in northern or remote locations.	10	Each project listed demonstrating remote or northern locations = 2 pts to a maximum of 10.		
<b>MINIMUM POINT ACCEPTABLE</b>	<b>60</b>			
<b>MAXIMUM POSSIBLE SCORE</b>	<b>100</b>			

Each proposal must achieve a minimum score of **60%** of the maximum points available. Proposals that fail to achieve this score will be considered technically unacceptable and will be given no further consideration.

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Buyer ID - Id de l'acheteur  
EDM100  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "E" to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)



Serving  
**GOVERNMENT,**  
Serving  
**CANADIANS.**

Respect ♦ Integrity ♦ Excellence ♦ Leadership

# Architectural & Engineering Services - Geomatics **TERMS OF REFERENCE**

## Treaty Land Entitlement Surveys

For:  
**Indigenous Services Canada  
Five Selections For Norway  
House Cree Nation  
Manitoba**

PWGSC project #:  
**R.099892.005**

December 19, 2018



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## I PROJECT DESCRIPTION

### I.1 GENERAL

#### I.1.1 PURPOSE OF THE TERMS OF REFERENCE (TOR)

- .1 Public Works and Government Services Canada (PWGSC) requires the services of a Manitoba Land Surveying firm experienced in Treaty Land Entitlement (TLE) surveys in northern Manitoba.

#### I.1.2 PROJECT INFORMATION

Project Information	
Project Title:	Five TLE Selections for Norway House Cree Nation <ul style="list-style-type: none"><li>• Bolton Lake C</li><li>• Costes Lake A</li><li>• Hayes River Ridge A</li><li>• Nelson River East Channel Addition</li><li>• Painting Stone Portage B &amp; Part Painting Stone Portage A</li></ul>
Project Location:	<i>Bolton Lake C</i> – Township 61, Range 12, E.P.M. <i>Costes Lake A</i> – Township 55, Range 2, E.P.M. <i>Hayes River Ridge A</i> – Townships 63-64, Ranges 8-9, E.P.M. <i>Nelson River East Channel</i> – Townships 61-62, Ranges 1-2, W.P.M <i>Painting Stone Portage B</i> – Township 62, Range 6, E.P.M.
User Department:	Indigenous Services Canada (ISC)
User Department Representative:	Darryl Neufeld, Manager Additions to Reserves
PWGSC Project Manager	Gail Robertson
Solicitation Number:	EW128-20191351
Contract Number:	TBD
PWGSC Project Number:	R.099892.005
PWGSC Contracting Officer:	Drew Fisher

### I.2 BACKGROUND INFORMATION

#### I.2.1 BACKGROUND



- .1 As part of the implementation of the various Treaty Land Entitlement (TLE) Agreements between Her Majesty the Queen in right of Canada, Her Majesty the Queen in Right of Manitoba, the Treaty Land Entitlement Committee of Manitoba Inc. and certain First Nations, Canada will undertake jurisdictional boundary surveys of lands selected or certain lands acquired by First Nation Trusts under the terms of the various Agreements. The surveys are required to identify the lands with certainty, to describe the lands identified for the acceptance of Administration and Control by Canada and for setting the lands aside as Canada Lands for Indian Reserve. In accordance with the agreements, all land surveys conducted under the agreements shall meet the requirements set from time to time by the Surveyor General of Canada. In Manitoba, the Surveyor General is represented by the Manitoba Regional Office of the Surveyor General Branch (SGB), Natural Resources Canada (NRCAN).
- .2 The TLE Projects may be phased as follows (reference Section 1.5 for milestone details):
  - .1 PHASE I Boundary Fieldwork & Line Cutting
  - .2 PHASE II Natural Boundary Determination
  - .3 PHASE III Plan Preparation, and
  - .4 PHASE IV Submission of Final Returns

#### **1.2.2 USER DEPARTMENT**

- .1 The User Department referred to throughout the Terms of Reference (TOR) is Indigenous Services Canada (ISC).

#### **1.2.3 EXISTING CONDITIONS**

- .1 The main characteristics of the TLE surveys vary from:
  - .1 Unsurveyed Territory in Remote Northern Manitoba: lakeshore area, forested, rocky and marshy terrain with no road access; to
  - .2 Surveyed Territory, Southern Manitoba in mostly driveable locations.

#### **1.2.4 CHALLENGES AND CONSTRAINTS**

- .1 Project planning may involve complex logistical requirements to access remote or accessible sites;
- .2 Unsurveyed Territory selection parcels generally are large and may require line cutting along the boundaries, smaller acquisition parcels may require extensive retracement;
- .3 The project scope must be tailored to meet the User Department's budget and Schedule. Diligent cost estimating, scheduling and cost control is required. Time is of an essence;

#### **1.2.5 HAZARDOUS MATERIALS**

- .1 For this project no hazardous materials identified to date.

#### **1.2.6 PROJECT DELIVERY APPROACH**

- .1 The land survey returns will be used to create parcels for Indian Reserve.

### **1.3 SUMMARY OF WORK**

#### **1.3.1 OBJECTIVE**

The contractor shall prepare plans of survey with respect to certain TLE selections and acquisitions, in accordance with applicable laws and regulations governing land surveys on Crown Lands and other lands in the Province of Manitoba.

#### **1.3.2 LAND SURVEY WORK**

- .1 Demarcation and delineation, to applicable specifications, of exterior boundaries of First Nation TLE selections and acquisitions.





- .2 Preparation and submission of plans of survey, combined field books/reports, and digital (CAD) files suitable for recording in the Canada Lands Survey System (CLSS).

### **I.3.3 SPECIFIC REQUIREMENTS FOR SURVEYS**

- .1 Ensure compliance with all acts and regulations governing land surveying in Manitoba.
- .2 Ensure compliance with site specific instructions issued by the Director of Surveys if applicable.
- .3 Ensure compliance with project specific CLSS requirements;
- .4 Investigate registry offices and report on land dispositions/activity for each site to help ensure any additional requirements are met under the related Manitoba Regulations
- .5 A current and valid Provincial Work Permit is required for all surveys on provincial Crown Lands and is to be on site and available for presentation to the Conservation Officer upon request – The funding authority is responsible for the obtaining and signing the work permit.
- .6 Adhere to the accompanying Provincial Work Permit conditions, if applicable;
- .7 The contractor shall be responsible for obtaining camp and other permits as required;
- .8 Cutting and clearing of the boundaries may be requested by the First Nation, see Site Specific Requirements (Point 2.1) and the Director of Surveys instructions as applicable;
- .9 Liaise with appropriate authorities to ensure all provincial requirements are met;
- .10 Liaise with First Nation authorities prior to commencement of the field portion of the work to confirm the availability of: resources, qualified or trainable workers, assess and determine the best method of accessing the site(s)
- .11 Liaise with First Nation Representatives to the extent possible throughout the field portions of the surveys;
- .12 Liaise with other sources as required to accomplish the work in the allotted time frames.
- .13 TLE selection and acquisition Water Boundaries shall be the OHWM of a Navigable Waterway (1997 Framework Agreement (FA), Definitions - Section 1.01(62), (63), (65). To view an online version of the FA, see web link at Point 1.4.5.7 of this document;
- .14 The First Nation may select land above the OHWM and they may select beds of Non-navigable Waterways
- .15 Waterways within selections that are found to have both a Navigable Outlet and an OHWM are to be excluded.
- .16 Locate, verify and report on affected natural boundaries of the parcels being surveyed;
- .17 Place/Confirm required survey monuments (see .18 and .19) and related marker posts and plates in practical locations; near end points on each side of OHWM (navigable river/lake) crossings; and at deflections of new boundaries for the subject lands
- .18 Place/confirm ISP Type “E” iron posts (0.025 square by 0.914 long), at all required positions except at Geo-referenced Control Points (GCP), witness and rock post positions;
- .19 Place/confirm ISP Type “A” posts (Manitoba Government Survey Post – MGSP brass cap cemented in the requisite iron tube or rock) at GCP, witness and rock post positions, unless, during retracement, Type “E” posts are found and are in restorable condition;
- .20 Ensure each placed MGSP is identifiable by stamping: “I R” on the future Indian Reserve side of the monument, the radiating boundary line(s), the year, and the sequentially marked unique number, beginning at number “1” (one);
- .21 Ensure “Indian Reserve” strips are fastened on marker posts near boundary intersections with OHWM, trails and other places of visible access (strips available from Manitoba Regional Office of the SGB, NRCan).



- .22 Geo-reference the cadastral fabric in each survey following applicable CLSS geo-referencing standards. The preferred method of geo-referencing is by use of Geodetic Survey of Canada's Precise Point Positioning service (PPP). Refer to Provincial Instructions for PPP and CSRS requirements;
- .23 Locate and report on (with sketches as needed) found improvements within 5 metres of the boundaries
- .24 Report on improvements that may be found within the lands being surveyed (e.g. grave sites, camps, old occupation, etc.), generalizing their location, unless requested otherwise;
- .25 Prepare Plans of Survey of selections or acquisitions as shown bordered on the photomap(s) or described in ownership documents that accompany the work.
- .26 The Plans of Survey must be acceptable for recording in the Canada Lands Surveys Records (CLSR) See Section 1.3.4.
- .27 Prepare Field Book and Report returns to CLSS standards, for the project, (may be combined as required).
- .28 Prepare NAD83CSRS Geo-referenced Digital (AutoCAD) File and related Report returns to CLSS standards, for each selection, (CAD files and Geo-referencing Reports may be combined as required).

#### 1.3.4 SPECIFIC CLSS PLAN REQUIREMENTS

- .1 Plan Body:
  - .1 Show MGSP cap markings on the plan body;
  - .2 Show the area of each parcel and the total area of all parcels,
  - .3 If plan preparation is requested to perpetuate monuments relating to acquired or selected parcels, then enough measurements and calculations are to be collected to report and confirm parcel areas in the Field Notes/Report;
  - .4 Incorporate a NAD83CSRS grid bearing (use provincial Epoch requirement). The bearing is preferred to be on a rectilinear boundary line having an end point being one of the GCPs;
- .2 Title:
  - .1 For a selection survey, add, below "Plan of Survey", a line similar to: "Showing lands required for (Name of First/Cree/Ojibway) Nation", and a line similar to: "(Name or Names of each selection) Selection(s)". A First Nation name or site name is not required for an Acquisition or Perpetuating Monument survey;
  - .2 If one selection is shown on two plans, precede the selection name by "Part".
- .3 Notes:
  - .1 Include a CLSS type NAD83CSRS grid bearing statement in the notes section, referring to the observed stations.
  - .2 Include a line to the notes similar to "Support Information for this survey is contained in supplementary field notes and survey report recorded under Field Book Number FB\_\_\_\_\_ CLSR". The SGB Authority will be responsible in adding the Canada Lands Surveys Records Field Book number reference in the notes section subsequent to the submission of the final returns and prior to the Examiner of Surveys Approval signature.
- .4 Approval Memorials:
  - .1 Include a 5 cm x 10 cm blank space for future Canada Lands Survey Records memorial near the ISC memorial (below). The CLSR recording number and approval will be electronically added by SGB subsequent to the LTO registration of plan.



- .2 With the exception of a plan of survey perpetuating monuments, include an Indigenous Services Canada (ISC) approval memorial in the following format:  
INDIGENOUS SERVICES CANADA  
This Plan is satisfactory

\_\_\_\_\_  
Project Manager,  
Lands and Economic Development

\_\_\_\_\_  
Date

## **I.4 DELIVERABLES**

### **I.4.1 MOBILIZATION REPORT**

- .1 The contractor shall submit a sworn to report outlining the preparation and mobilization activities completed to date, which includes but is not limited to:
  - .1 Investigations prior to departure;
  - .2 List of personnel on the job, contacts made (including First Nation and Work Permit authorities);
  - .3 Deviations from the contractor's proposal clearly identified and reported with explanation;
  - .4 A copy of the written authority (Director of Surveys Instructions), required to carry out the survey, where applicable

### **I.4.2 PRELIMINARY RETURNS (PHASE I AND PHASE II - COMBINE IF FIELD WORK IS COMPLETED WITHIN SAME FISCAL YEAR E.G.: APRIL 2018 TO MARCH 2019)**

- .1 Phase I Returns:
  - .1 Sworn to Report of required work completed on site to date (personnel, contacts, lines surveyed, conditions, etc.) and time frames to complete the project, if differing from proposal.
  - .2 Sketch showing required survey work completed to date.
- .2 Phase II Returns:
  - .1 The combined preliminary Survey Report and Field Notes;
  - .2 Two full size paper prints of each preliminary plan and digital copy (compressed PDF format) as submitted to the Land Titles Office (LTO) for examination;
  - .3 Copies of plans or other documents pertaining to the survey that were obtained from sources other than the CLSS;
  - .4 Calibration or standardization results for instruments or equipment, computer print outs (least squares adjustments, etc.) are not to be submitted, but must be made available on request.

### **I.4.3 INTERIM SUBMISSIONS (SUBMIT AS THEY OCCUR)**

- .1 Copies of and replies to The Property Registry, Deposit Examination Memos.
- .2 Copies of and replies to Director of Surveys Correspondence.
- .3 Copies of digital CAD files as submitted to Director of Surveys.
- .4 Correspondence to AANDC with reasons noting undue approval delays.

### **I.4.4 FINAL RETURNS (PHASE IV)**

- .1 Plans of Survey, field notes and reports:



- .1 The Original final reproducible plan and mylar copies of each selection or acquisition to provincial requirements and to the specific Canada Lands Surveys Requirements (as noted in this document), ready for approval signatures; and
  - .2 The combined Original Field Book and Report of the completed project in a non-permanent binding: (include comments on procedures and reasons for any deviations from: this statement of work, Director of Surveys instructions, technical proposal, First Nation liaison requirements and any other information of significance). Do not include computer printouts, copies of Work Permits or D of S Instructions, etc.; and
  - .3 All Final Return reports and field notes to be filed in the CLSR are to be as succinct as possible.
- .2 Digital (CAD) File(s) and related Georeferencing Report:
- .1 The Final Geo-referenced (CAD) Digital file shall be in NAD83CSRS grid coordinates to CLSS specifications, including the main (three) GCPs with each of their Northing, Easting, Ellipsoidal Height and related/combined Scale Factor(s) listed.
  - .2 The Geo-referencing Report shall form part of the final Field Book and Report.
  - .3 The CLSS Layering scheme to use includes as a minimum, layers called: "0" (blank or empty), "CLSSBDRY" (rectilinear boundary), "CLSSBDRYNAT" (OHWM boundary), "CLSSGCP" (GCPs and GCP information table), "CLSSSTIE" (tie lines between: control and control, control and boundaries, boundaries and other boundaries, and boundaries and other surveys, etc.). Other information, such as theoretical cadastral may be placed on a later called "1" or your own layering scheme. A layer called "grid AREA" or similar named layer can be created (using data from the "CLSSBDRY" and "CLSSBDRYNAT" layers) for grid parcel coordinate polygons.

#### 1.4.5 MISCELLANEOUS INFORMATION

- .1 On TLE selection photomaps, the "water boundary" shown on supplied digital files and the approved site photomaps, although appearing to be the Ordinary High Water Mark (OHWM) is an office interpretation of where the water boundary may be. It is plotted from unrectified non-stereo imagery and will not necessarily indicate actual conditions. Landmarks on the photomap, if available, may be used to help identify the location of proposed on-ground rectilinear boundaries. The contractor must use accepted OHWM determination methods to plot the final OHWM boundaries. The contractor must consult with provincial authorities for imagery requirements for the plan's OHWM plot.
- .2 New photography, if acquired, may be stored with reference to Canada in the provincial air photo library.
- .3 Digital imagery, if acquired shall be submitted as part of the final returns in a suitable media (e.g. portable hard drive) and format acceptable to Canada;
- .4 Searching for and compiling documentary evidence pertaining to the project shall be the sole responsibility of the contractor.
- .5 Geo-referencing shall comply with provincial and CLSS standards.
- .6 If there is a mutually exclusive difference between any requirement in a statement of work for a contract and Manitoba's requirements, Manitoba's requirements shall take precedence, subject to agreement of the Project Authority with provincial consultation
- .7 Link to the 1997 Manitoba Framework Agreement is available at the bottom of this Provincial Web site: <https://www.gov.mb.ca/inr/treaty-land-entitlement/index.html>
- .8 Resources for CLSS/NRCan, SGB requirements noted in this document can be found at: <http://www.myclss.ca> as well as: <http://www.nrcan.gc.ca/earth-sciences/geomatics/canada-lands-surveys/10780> (the web sites have links and sub-links leading to: National Standards



for the Survey of Canada Lands, Accuracy Standards, related Addendum 1.3  
Georeferencing, Specimen Plans (PDF and CAD) for Jurisdictional Boundaries, required  
CAD layering scheme, Report Contents, Accuracy Requirements, Online Geodetic (PPP)  
Tools, Definitions (such as GCPs), etc.). Not all information in the links apply to this work.

## **1.5 SCHEDULE**

### **1.5.1 GENERAL**

- .1 The project is to be delivered, ready for acceptance in accordance with the project milestones identified below.
- .2 Completion dates shown are relative to an assumed start date of February 15, 2019.
- .3 Prepare a Project Schedule, in accordance with the milestone list.

### **1.5.2 ANTICIPATED MILESTONE DATES**

Project Phase	Milestone Completion Date
Consultant Contract award	February 15, 2019
Complete required field work (PHASE I) Note: PHASE II field work may be completed at same time if Contractor deems appropriate	March 25, 2019
Invoice for work done up to this milestone	March 27, 2019
Completed required field work (PHASE II) if not completed during PHASE I timeframe	September 30, 2019
Invoice for work done up to this milestone (if not completed at same time as Phase I)	October 11, 2019
Plan deposit to LTO (PHASE III) And invoice	October 31, 2019
Submission of Final Returns (PHASE IV) And invoice	March 20, 2020



## 2 REQUIRED SERVICES & PROJECT SPECIFIC INFORMATION

### 2.1 GENERAL SITE SPECIFIC REQUIREMENTS

#### 2.1.1 SITE SPECIFIC – BOLTON LAKE C SELECTION

- .1 The sites are remote, Northeastern Manitoba no road access, rocky/marshy terrain, along water systems
- .2 The sites are Bolton Lake C - land on NE side Bolton Lake, 9 km NE of Bolton Lake Lodge, 7.6 km East of Plan 101731 CLSR, 300 m East of Plan 36032 PLTO and 140 km ENE of the main community;
- .3 The selection boundaries to be surveyed are shown on the official (Tri-party), signed Photobase Maps Plan 2489 and see Reference Documentation.
- .4 The First Nation requested the Bolton Lake C rectilinear boundaries be cut and cleared;
- .5 Rectilinear boundary length - about 2.5 km;
- .6 Water Boundary - about 6.5 km;
- .7 Area - about 465 acres;
- .8 Use of the best means possible to orientate the Signed Photobase Map boundaries location relative to the ground
- .9 Some nearby surveys: Bolton Lake C - within 300 metres of NFA parcel (Plan 81727 CLSR - 36032 PLTO), tie in as required. Field Book Returns of other nearby surveys (Bolton Lake A and B - FB39653 CLSR) may provide insight in local conditions, Tie in other plans within 1 km (or as required);
- .10 Occupation: Bolton Lake C - unknown;
- .11 Ownership: Bolton Lake C: HMQ (Mb) (O/S) - title search dated July 3, 2001; Crown Land Permits not searched;
- .12 At least one meeting (by phone or in person) with the Technical Authority is required prior to the commencement of this work;
- .13 Working files (imagery and CAD layers) of the photobase map are available for information only and are not to be used in determining the boundary location;
- .14 NRCan Inspections: Bolton Lake C – Zipped group of JPGs – a 2009 water boundary fly-over Inspection, no notes;

#### 2.1.2 SITE SPECIFIC – COSTES LAKE A SELECTIONS

- .1 The sites are remote, Northeastern Manitoba no road access, rocky/marshy terrain, along water systems
- .2 The sites are: Costes Lake A – an island on the East side of Costes Lake, 4.7 km West of Plan 90653 CLSR (IR Norway House 17D-3) and 37 km SE of the main Community The two sites are about 115 km apart by air
- .3 The selection boundaries to be surveyed are shown on the official (Tri-party), signed Photobase Maps 2503 RSM – see Reference Documentation. Rectilinear boundary length - Bolton Lake C: about 2.5 km; Costes Lake A: none (island);
- .4 Water Boundary - about 2 km
- .5 Area: about 23 acres;
- .6 Use of the best means possible to orientate the Signed Photobase Map boundaries location relative to the ground
- .7 Some nearby surveys: Costes Lake A - 3.6 km West of Norway House 17D-3 IR (Plan 90653 CLSR); This is not a comprehensive list, searching registry offices is a requirement;



- .8 Occupation: Costes Lake A – First Nation (Steve Robertson) trapper cabin onsite (see FB35425 CLSR page 6);
- .9 Ownership: Costes Lake A HMQ (Mb) (O/S) - title search dated June 27, 2001; Crown Land Permits not searched;

### **2.1.3 SITE SPECIFIC – HAYES RIVER RIDGE A SELECTION**

- .1 The site is remote, east central Manitoba no road access, rocky/marshy terrain, along the Hayes River water system;
- .2 The site is about 120 km NE of Norway House Settlement, at least three recent TLE/NFA surveys: Plans 105688 CLSR & 105687 CLSR and Plan 55306 PLTO are within 1.0 km of the site and shall be tied in as required;
- .3 The selection boundaries to be surveyed are shown on the official (Tri-party), signed Photobase Map (Plan 2671 RSM – see Reference Documentation – map may not be to scale);
- .4 The selections boundaries shown as a yellow border on the photobase maps are based on the following limitations: Original NTS sheet selection map's pencilled lines and the OHWM to be determined in the field;
- .5 Other possible exceptions: water boundary of an unnamed lake must be determined whether it has an OHWM unto itself, and the lands under the waterway are to be excluded or included as determined in the field;
- .6 Attend, prior and subsequent to survey, the Director of Surveys Office to receive related: Crown Land survey direction and approval;
- .7 Submit site specific Crown Land Survey Instructions this work;
- .8 The selection's rectilinear boundaries are to be cut and cleared;
- .9 Past Forest Fires (2011 – 2017) for the area were not found on the Provincial Forest Fire map: <http://www.gov.mb.ca/sd/fire/Fire-Maps/index.html>;
- .10 Rectilinear boundaries, total: about 10.5 km;
- .11 Waterway (OHWM) Boundaries: about 16 km, plus waterway determination on small lake;
- .12 Area: about 2,150 acres;
- .13 Occupation: none. Locating unknown occupation is outside the scope of this work, however, report on occupation though site observations and liaison's comments;
- .14 Ownership: The Selection is held by HMQ (Mb), O/S, unsurveyed territory, the First Nation has a provincial exclusive use permit for the site;

### **2.1.4 SITE SPECIFIC – NELSON RIVER EAST CHANNEL ADDITION SELECTION**

- .1 The site is remote, east central Manitoba no road access, rocky/marshy terrain, along the Nelson River (East Channel);
- .2 The site is about 40 km N of Norway House Settlement: "Nelson River East Channel Addition" is about 6 – 10 km North of the Sea River Falls Ferry Crossing on the Nelson River (Provincial Road 373);
- .3 The selection boundaries to be surveyed are shown on the official (Tri-party), signed Photobase Maps Plan 2672 – see Reference Documentation – maps may not be to scale;
- .4 The selections boundaries shown as a yellow border on the photobase maps are based on the following limitations: original NTS sheet selection map pencilled lines, the OHWMs to be determined in the field and:
  - .1 Plan 2672 RSM: on the North, a possible creek and Plan 90718 CLSR; and on the South, Plan 101732 CLSR;





- .5 Other possible exceptions may be found relating to field investigations in determining existence of OHWM in waterways bounding the selections;
- .6 Attend, as required, the Director of Surveys Office to: 1) confirm their TLE survey requirements; 2) receive Crown Land survey direction for these sites;
- .7 Submit site specific Crown Land Survey Instructions
- .8 The selections new rectilinear boundaries are to be cut and cleared where they are not common to other CLSR plans (amounting to about 11 km);
- .9 The common boundaries to other surveys are required to be retraced but not cleared;
- .10 Past Forest Fires (2011 – 2017) for the area were not found on the Provincial Forest Fire map: <http://www.gov.mb.ca/sd/fire/Fire-Maps/index.html>;
- .11 Approx. New rectilinear boundaries (not including retracement): Nelson River East Channel Addition: 13 km;
- .12 Approx. OHWM Boundaries: Nelson R. E. Ch. Addn.: 17 km;
- .13 Use of the best means possible to orientate the Signed Photobase Map boundary locations relative to the ground;
- .14 Approx. Area: 830 acres;
- .15 Occupation: Nelson River East Channel Addition – locate, by sketch, image and coordinates, three named Manitoba Hydro Metering Stations, see enclosure;
- .16 Ownership: The Selection is held by HMQ (Mb), O/S, unsurveyed territory, the First Nation has an exclusive use permits for the sites

#### **2.1.5 SITE SPECIFIC – PAINTED STONE PORTAGE B AND PART PAINTED STONE PORTAGE SELECTION**

- .1 The site is remote, east central Manitoba no road access, rocky/marshy terrain, along the Echimamish River;
- .2 The site is about 90 km NE of Norway House Settlement.; “Painted Stone Portage B and Part Painted Stone Portage A” is 6 km West of the winter road crossing at the Echimamish River between Anderson and Hart Indian Reserves;
- .3 The selection boundaries to be surveyed are shown on the official (Tri-party), signed Photobase Map Plan 2673 RSM – see Reference Documentation – maps may not be to scale;
- .4 The selection boundaries shown as a yellow border on the photobase maps are based on the following limitations: original NTS sheet selection map pencilled lines, the OHWMs to be determined in the field and:
  - .1 Plan 2673 RSM: on the East, Plan 101048 CLSR; on the South, the Echimamish River and Anderson IR (Plan 94191 CLSR)
- .5 Other possible exceptions may be found relating to field investigations in determining existence of OHWM in waterways bounding the selections;
- .6 Attend, as required, the Director of Surveys Office to: 1) confirm their TLE survey requirements; 2) receive Crown Land survey direction for these sites;
- .7 Submit site specific Crown Land Survey Instructions;
- .8 The selections new rectilinear boundaries are to be cut and cleared where they are not common to other CLSR plans (amounting to about 1.4 km on Plan 2673);
- .9 The common boundaries to other surveys are required to be retraced but not cleared;
- .10 Past Forest Fires (2011 – 2017) for the area were not found on the Provincial Forest Fire map: <http://www.gov.mb.ca/sd/fire/Fire-Maps/index.html>;
- .11 New rectilinear boundaries (not including retracement): approximately 1.5 km;





- .12 OHWM Boundaries: approximately 2 km;
- .13 Use of the best means possible to orientate the Signed Photobase Map boundary locations relative to the ground;
- .14 Area: Approximately 65 acres;
- .15 Occupation: unknown. Liaise with the First Nation representative to help identify (report only generally) any other occupation of significance, if found;
- .16 Ownership: The Selection is held by HMQ (Mb), O/S, unsurveyed territory, the First Nation has an exclusive use permits for the sites;

#### **2.1.6 FEDERAL GOVERNMENT**

- .1 The federal authorities having jurisdiction over this project are:
  - .1 User Department for project program review (ISC);
  - .2 PWGSC.

#### **2.1.7 OFFICE PORTION**

- .1 Prepare Provincial Plan(s) of Survey suitable for LTO registration and CLSR recording of the subject lands, together with related Field Notes, Reports and digital CAD returns in the formats required:
  - .1 Submit Preliminary Returns and Interim Submissions in a timely manner;
  - .2 Submit Final Returns subsequent to Director of Surveys final tentative approval.

#### **2.1.8 CONTACT LIST**

- .1 First Point of Contact  
Norway House Cree Nation TLE Coordinator (First Point of Contact):  
Dennis Swanson, email: [dswanson@nhcn.ca](mailto:dswanson@nhcn.ca) ph. 204-359-4753, [dswanson@nhcn.ca](mailto:dswanson@nhcn.ca)
- .2 TLEC contact: Linda Reimer 204-795-2683 email: [lindareimer@tlecmb.ca](mailto:lindareimer@tlecmb.ca)
- .3 Work Permit Contact:  
Nick Bartmanovich, Conservation Officer, Norway House District, Sustainable Development, Prov. of Mb. , ph. (204) 359-6877, email: [Nick.Bartmanovich@gov.mb.ca](mailto:Nick.Bartmanovich@gov.mb.ca)
- .4 Canada Lands Surveys Technical Authority (CLS survey requirements):  
Taras Tataryn, Sr. Tech. /Keith Norek, MLS, Natural Resources Canada, Surveyor General Branch, Manitoba Regional Office 204-983-3743/204-983-3793;
- .5 PWGSC Technical Authority (PWGSC contract requirements):  
Joe Martin/Gail Robertson, Public Services & Procurement Canada, Professional & Technical Services, 780-918-3807/780-246-8590

#### **2.1.9 OTHER INFORMATION**

- .1 Obtain and confirm the Crown Land Survey Instructions.
- .2 Provincial Work Permit is to be administered through the Northeast Region Lands Manager's Office in Thompson. The TLE selections are in the Norway House District—attendance may be required at the Conservation Office, refer to the Work Permit for details.
- .3 Contractor is responsible to obtain a Provincial Camp Permit, if required.
- .4 At least one meeting (by phone or in person) with the NRCan Technical Authority is required with the winning contractor, **prior** to the commencement of this work;
- .5 Working files (imagery and CAD layers) of the photobase map are available for information only and are not to be used in determining the boundary location.



## 2.2 MITIGATION & ABORIGINAL INVOLVEMENT

### 2.2.1 MITIGATION MEASURES

- .1 Surveying activities are analyzed to determine the mitigation measures that may be implemented to lessen or eliminate the potential environmental effects.
  - .1 All on site fuel storage and handling shall conform to Manitoba Regulation, CCSM Cap. DI2-188/2001 with respect to the storage and handling of petroleum products.
  - .2 All camp setups shall conform to proper site management practices. All garbage and refuse is to be removed from campsites and survey area. A pack out policy is to be observed.
  - .3 All machinery is to follow existing paths and trails. New trails are to be kept to a minimum.
  - .4 If applicable all standards and practices noted in the Manual of Instructions for the Survey of Canada Lands with respect to the cutting out and blazing of lines, are to be observed.
  - .5 The First Nation shall be made aware of the presence, activity and scheduling of the survey crews.
  - .6 Contractors shall conform to all measures identified in the *Fisheries Act* respecting stream habitat loss and alteration.
  - .7 Contractors shall adhere to the terms and conditions set out in the Provincial Work Permit.
  - .8 Acquisition of camp permits is the responsibility of the contractor.

### 2.2.2 ABORIGINAL INVOLVEMENT IN LAND SURVEYING PROJECTS

A number of Federal government initiatives encourage the hiring of First Nation persons, their facilities and services when contractors are carrying out contracts for services for the Federal Crown. The Lands Directorate of Indian Affairs and Northern Development has in the past seen and will continue to see these initiatives as an important way to inject money into the local Aboriginal economy. Treaty Land Entitlement (TLE) legal surveys provide an ideal opportunity for First Nations people to contribute to the identification of their TLE selections while at the same time garnering some income from these activities.

#### IN PRACTICAL TERMS THIS MEANS:

- .1 The First Nation for whom the Treaty Land Entitlement survey is being carried out must always be approached first for workers, services, accommodation, etc. to determine whether they can provide whatever is required at competitive prices. All bidders are free to negotiate their own terms with the First Nation.
- .2 Bidders, as in any competitive situation, are at liberty to look at all possible sources for the services and workers. There are no restrictions.
- .3 Any bidder, on any survey contract, in order to be competitive in his price proposal, has the freedom to use whatever combination of Aboriginal and non-Aboriginal persons, services, etc. that he deems suitable, available and necessary in order to carry out the project as he proposes and meet the project deadlines except as noted in 4. below.
- .4 It is a requirement that at least one member of the First Nation whose land selection is being surveyed be hired to assist in the legal survey. This assistant/trainee is usually chosen by the First Nation but his/her suitability will be the surveyor's decision. The assistant/trainee should be given enough exposure to the survey and to basic surveying techniques that they may acquire a general knowledge of the survey.



### 3 REFERENCE DOCUMENTATION

#### 3.1 LIST OF ATTACHED DOCUMENTS

- .1 NHCN.kmz
- Bolton Lake C:*
- .2 Plan 2489 RSM.pdf
- .3 Plan 2489 RSM.dwg
- .4 Bolton Lake C Photos.pdf
- Costes Lake A:*
- .5 Plan 2503 RSM.pdf
- .6 Plan 2503 RSM.dwg
- Hayes River Ridge A:*
- .7 Plan 2671 RSM.pdf
- .8 Plan 2671 RSM.dwg
- Nelson River East Channel Addition:*
- .9 Plan 2672 RSM.pdf
- .10 Plan 2672 RSM.dwg
- .11 Manitoba Hydro Meter Station Locations.pdf
- Painting Stone Portage B & Part of Painting Stone Portage A:*
- .12 Plan 2673 RSM.pdf
- .13 Plan 2673 RSM.dwg

If there are any technical issues or additional information that can't be attached to the bid package can be requested to the PWGSC Technical Authority and transferred via FTP site.

### 4 PROJECT ADMINISTRATION

#### 4.1 GENERAL REQUIREMENTS

- .1 The administration requirements outlined in this section are applicable to all PWGSC projects in the Western Region, unless otherwise indicated in the TOR.
- .2 All team members must maintain a professional, cordial and collaborative relationship.

#### 4.2 LANGUAGE

- .1 All documents must be prepared in English.

#### 4.3 MEDIA

- .1 The Contractor shall not respond to any media inquiry.
- .2 Direct all media requests to the Departmental Representative.

#### 4.4 PROJECT MANAGEMENT

##### 4.4.1 GENERAL

- .1 PWGSC administers the project on behalf of Canada and exercises continual control over the project during all phases of development.
- .2 This project is to be organized, managed and implemented in a collaborative manner.



- .3 The PWGSC project management team, the Contractor, the First Nation and the User Department teams are to work cooperatively at every stage of the project process in order to assure the successful outcome; a legal survey plan that will form the descriptive basis of First Nation lands.
- .4 Under the leadership of the PWGSC Departmental Representative, all team members are responsible for establishing and maintaining a professional and cordial relationship.

#### **4.4.2 NATIONAL PROJECT MANAGEMENT SYSTEM**

- .1 PWGSC uses the National Project Management System (NPMS) for management of its projects in order to align with the Federal Government approvals processes. Refer to the PWGSC NPMS web site for more details.

.1 <http://www.tpsgc-pwgsc.gc.ca/biens-property/sngp-npms/index-eng.html>

#### **4.5 LINES OF COMMUNICATION**

- .1 All communications will be through the PWGSC Technical Authorities, unless directed otherwise.
- .2 This includes formal contact between the Contractor, the PWGSC Project Team, the NRCAN Technical Authorities, the First Nation and the User Department; EXCEPT as per 2.1.9.4 where a meeting is required with the NRCAN Technical Authorities prior to the commencement of the work.
- .3 Direct communication between members of the First Nation and the Contractor on field work or other matters may be required for Phases I & II of the project.
- .4 Direct communication between members of the PWGSC Project Team on routine matters may be required for resolution of technical issues.
- .5 However, this shall not alter project scope, budget or schedules, unless confirmed in writing by the Departmental Representative.

#### **4.6 MEETINGS**

##### **4.6.1 GENERAL**

- .1 The PWGSC Technical Authority(s) may arrange meetings throughout the project, with representatives from:
  - .1 The User Department;
  - .2 PWGSC;
  - .3 The Contractor, and;
  - .4 The First Nation
- .2 Standing agenda items shall include:
  - .1 Project Schedule;
  - .2 Cost;
  - .3 Risk;
  - .4 Quality, and;
  - .5 Health and Safety.
- .3 Project Start-up Meeting:
  - .1 As per 2.1.9.4, shall be arranged and facilitated by the NRCAN Technical Authorities, and;
  - .2 Includes the Contractor's project team and may include the PWGSC Technical Authorities.



## **4.7 CONTRACTOR RESPONSIBILITIES**

- .1 The Contractor's Team includes the Contractor's staff, sub-consultants and specialists.
  - .1 This team must maintain valid expertise for the duration of the project;
  - .2 The team must include qualified registered land survey professionals with extensive relevant experience and who are capable of providing all required services;
  - .3 Team members may be qualified to provide services in more than one discipline, and;
  - .4 The Contractor may expand the team to include additional disciplines.
- .2 The Contractor is responsible for:
  - .1 Obtaining NRCan Technical Authorities acceptance for each project phase, then PWGSC Technical Authorities approval before proceeding to the next phase;
  - .2 Accurately communicating project specifics, budget, and scheduling issues to staff, sub-consultants and specialists;

## **4.8 PWGSC RESPONSIBILITIES**

### **4.8.1 ADMINISTRATION**

- .1 PWGSC administers the project and exercises continual control over the project during all phases.

### **4.8.2 PWGSC PROJECT MANAGEMENT**

- .1 The Project Manager assigned to the project is the PWGSC Technical Authority.
- .2 The Departmental Representative is directly responsible for:
  - .1 The progress and administration of the project, on behalf of PWGSC;
  - .2 Day-to-day project management and is the Contractor's single point of contact for project direction, and;
  - .3 Providing authorizations to the Contractor on various tasks throughout the project.

## **4.9 USER DEPARTMENT RESPONSIBILITIES**

### **4.9.1 USER DEPARTMENT PROJECT LEADER**

- .1 Is accountable for the expenditure of public funds and delivery of the project in accordance with the terms accepted by the Treasury Board.
- .2 Reports to the senior User Department executive management.
- .3 Will play several critical roles for the successful implementation of the project, including:
  - .1 Coordination of the quality, timing and completeness of information and decisions relating to issues related to the project.



PHOTOBASE showing LAND SELECTION  
called BOLTON LAKE C  
in TOWNSHIP 61 RANGE 12 E.P.M.

TO BE SURVEYED FOR  
NORWAY HOUSE CREE NATION  
PROVINCE OF MANITOBA

N.T.S. MAP SHEET REFERENCE 53 L/5



BOUNDARIES SHOWN HEREON TO BE DEFINED  
BY OFFICIAL SURVEY

**FOR REFERENCE PURPOSE ONLY  
NOT TO BE USED FOR LAND TRANSACTIONS**

Selection shown bordered thus . . . . .

**Water Boundaries shall be the Ordinary High Water Mark**

THE UNDERSIGNED AGREE THAT THE PROPOSED BOUNDARIES SHOWN HEREON ARE CORRECT

NORWAY HOUSE CREE NATION, THIS

29th DAY OF July 2013

## ЗАКЛЮЧЕНИЕ

7/22/2011

**COUNCILLOR**



COUNCIL OF EUROPE

COUNCILLOR

COINTEGRATION

COUNCILLOR

3

✓

...THE PROV...

**FOR ABORIGIN**

PLAN No. 2489 R.S.M.

FOR ABORIGINAL AFFAIRS (DATE)  
AND NORTHERN DEVELOPMENT  
CANADA

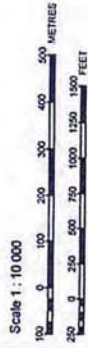




PHOTOBASE showing LAND SELECTION  
called COSTES LAKE A in  
TOWNSHIP 55 RANGE 2 E.P.M.

TO BE SURVEYED FOR  
NORWAY HOUSE CREE NATION  
PROVINCE OF MANITOBA

N.T.S. MAP SHEET REFERENCE 63 H/14



BOUNDARIES SHOWN HEREON TO BE DEFINED  
BY OFFICIAL SURVEY  
FOR REFERENCE PURPOSE ONLY  
NOT TO BE USED FOR LAND TRANSACTIONS

LEGEND

Selection shown bordered thus .....  
Water Boundaries shall be the Ordinary High Water Mark

THE UNDERSIGNED AGREE THAT THE PROPOSED BOUNDARIES  
SHOWN HEREON ARE CORRECT  
NORWAY HOUSE CREE NATION, THIS

DAY OF ....., 20.....

Chief  
COUNCILLOR

COUNCILLOR

COUNCILLOR

COUNCILLOR

COUNCILLOR

COUNCILLOR

FOR ORIGINAL AFFAIRS (DATE)  
AND NORTHERN DEVELOPMENT  
CANADA

PLAN No. 2503 R.S.M.



PHOTOBASE showing LAND SELECTION called  
HAYES RIVER RIDGE A in parts:  
Tp 63 Rge 8 & 9 EPM and Tp 64 Rge 9 EPM

TO BE SURVEYED FOR  
NORWAY HOUSE CREE NATION  
PROVINCE OF MANITOBA

N.T.S. MAP SHEETS REFERENCE 63 1/8 & 1/9



BOUNDARIES SHOWN HEREON TO BE DEFINED  
BY OFFICIAL SURVEY

FOR REFERENCE PURPOSE ONLY  
NOT TO BE USED FOR LAND TRANSACTIONS

LEGEND

Selection shown bordered thus .....  
 Other TLE Selections/Surveys shown thus .....  
 Water Boundaries shall be the Ordinary High Water Mark  
 Imagery Source: ESRI and related contributors  
 THE UNDERSIGNED AGREE THAT THE PROPOSED BOUNDARIES  
 SHOWN HEREON ARE CORRECT  
 NORWAY HOUSE CREE NATION, THIS

17 DAY OF April 2018

 COUNCILLOR	 COUNCILLOR
 COUNCILLOR	 COUNCILLOR
 COUNCILLOR	 COUNCILLOR
 COUNCILLOR	 COUNCILLOR

PLAN No. 2671 R.S.M.

traces original (1.65)



PHOTOBASE showing LAND SELECTION called  
NELSON RIVER EAST CHANNEL ADDITION in  
TOWNSHIPS 61 & 62, RANGES 1 & 2 W.P.M.

TO BE SURVEYED FOR  
NORWAY HOUSE CREE NATION  
PROVINCE OF MANITOBA

N.T.S. MAP SHEET REFERENCE 63 J/5



BOUNDARIES SHOWN HEREON TO BE DEFINED  
BY OFFICIAL SURVEY  
FOR REFERENCE PURPOSE ONLY  
NOT TO BE USED FOR LAND TRANSACTIONS

LEGEND/NOTES

Selection shown bordered thus [yellow line]  
Water boundaries shall be the Ordinary High Water Mark  
Imagery: ESRI Web Server

THE UNDERSIGNED AGREE THAT THE PROPOSED BOUNDARIES  
SHOWN HEREON ARE CORRECT  
NORWAY HOUSE CREE NATION, THIS

17 DAY OF April 2018

*[Signature]* CHIEF  
*[Signature]* COUNCILLOR  
*[Signature]* COUNCILLOR  
*[Signature]* COUNCILLOR  
*[Signature]* COUNCILLOR  
*[Signature]* COUNCILLOR

*[Signature]* May 4 2018  
FOR THE PROVINCE OF MANITOBA  
FOR INDIAN AFFAIRS AND  
NORTHERN DEVELOPMENT

PLAN No. 2672 R.S.M.



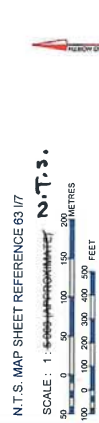
treat as original (143)





PHOTOBASE showing LAND SELECTION  
called PAINTED STONE PORTAGE B  
and Part Painted Stone Portage A (being land  
at Painted Stone Portage)  
in or about Township 62, Range 6, E.P.M.

TO BE SURVEYED FOR  
NORWAY HOUSE CREE NATION  
PROVINCE OF MANITOBA



BOUNDARIES SHOWN HEREON TO BE DEFINED  
BY OFFICIAL SURVEY  
FOR REFERENCE PURPOSE ONLY  
NOT TO BE USED FOR LAND TRANSACTIONS

LEGEND

Background Imagery:  
Photography: Roll A23314#s 136 - 137 Scale 1:50,000, 1979  
Photogrammetry: ATLAS Geomatics Ortho Image - uncompressed TIFF,  
Geo-referenced and Semi-Rectified to Triangulation points (NTS 63/17 & 68 NAC27)  
Selection shown bordered thus .....  
Water Boundaries shall be the Ordinary High Water Mark

THE UNDERSIGNED AGREE THAT THE PROPOSED BOUNDARIES  
SHOWN HEREON ARE CORRECT  
NORWAY HOUSE CREE NATION, THIS  
17 DAY OF April 2013

CHIEF  
COUNCILLOR  
COUNCILLOR  
COUNCILLOR  
COUNCILLOR  
COUNCILLOR  
COUNCILLOR  
COUNCILLOR

FOR THE PROVINCE  
OF MANITOBA  
17 May 2013  
FOR INDIGENOUS & NORTHERN (DATE)

PLAN No. Z673R.S.M.

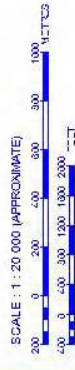
Treat as original 143



PHOTOBASE showing LAND SELECTION  
called BOLTON LAKE C  
in TOWNSHIP 61 RANGE 12 E.P.M.

TO BE SURVEYED FOR  
NORWAY HOUSE CREE NATION  
PROVINCE OF MANITOBA

N.T.S. MAP SHEET REFERENCE 63 U5



BOUNDARIES SHOWN HEREON TO BE DEFINED  
BY OFFICIAL SURVEY  
FOR REFERENCE PURPOSE ONLY  
NOT TO BE USED FOR LAND TRANSACTIONS

Selection shown bordered thus .....

Water Boundaries shall be the Ordinary High Water Mark

THE UNDERSIGNED AGREE THAT THE PROPOSED BOUNDARIES  
SHOWN HEREON ARE CORRECT  
NORWAY HOUSE CREE INDIAN, THIS

DAY OF ..... 20 .....

CHIEF .....

COUNCILLOR .....

COUNCILLOR .....

COUNCILLOR .....

COUNCILLOR .....

COUNCILLOR .....

COUNCILLOR .....

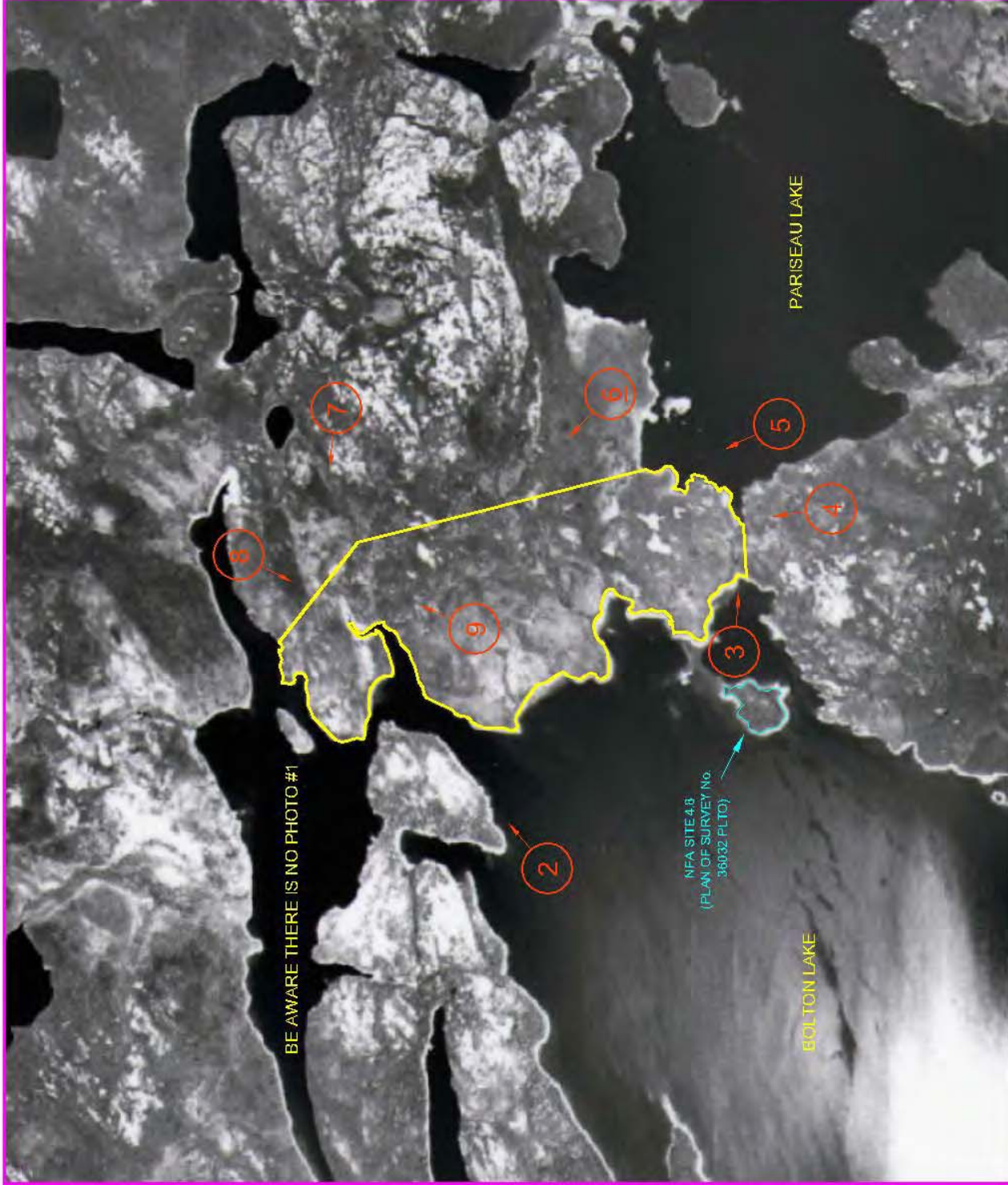
COUNCILLOR .....

COUNCILLOR .....

FOR THE PROVINCE  
OF MANITOBA

FOR INDIAN AND NORTHERN  
AFFAIRS CANADA

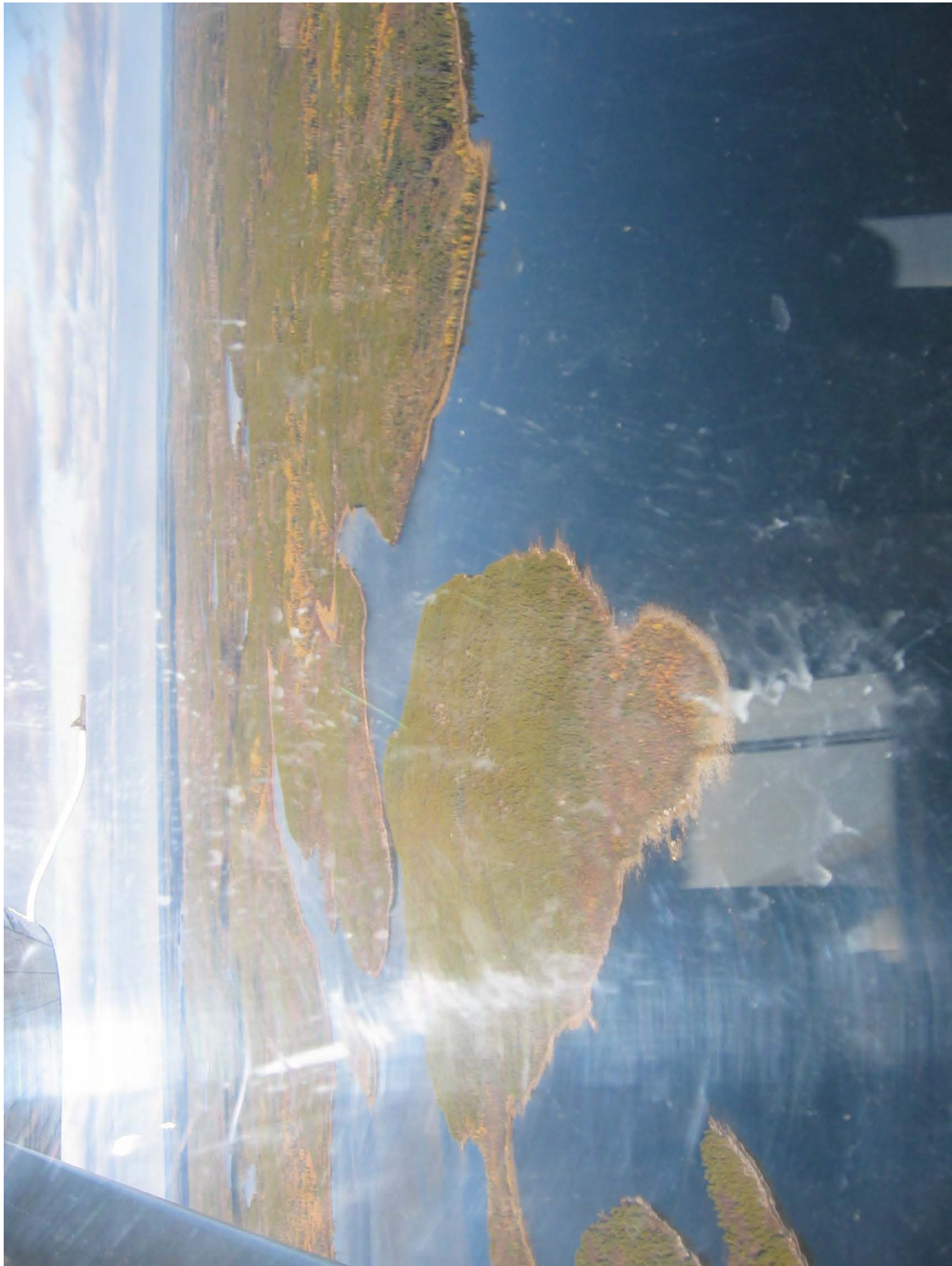
PLAN No. 2489 R.S.M.



























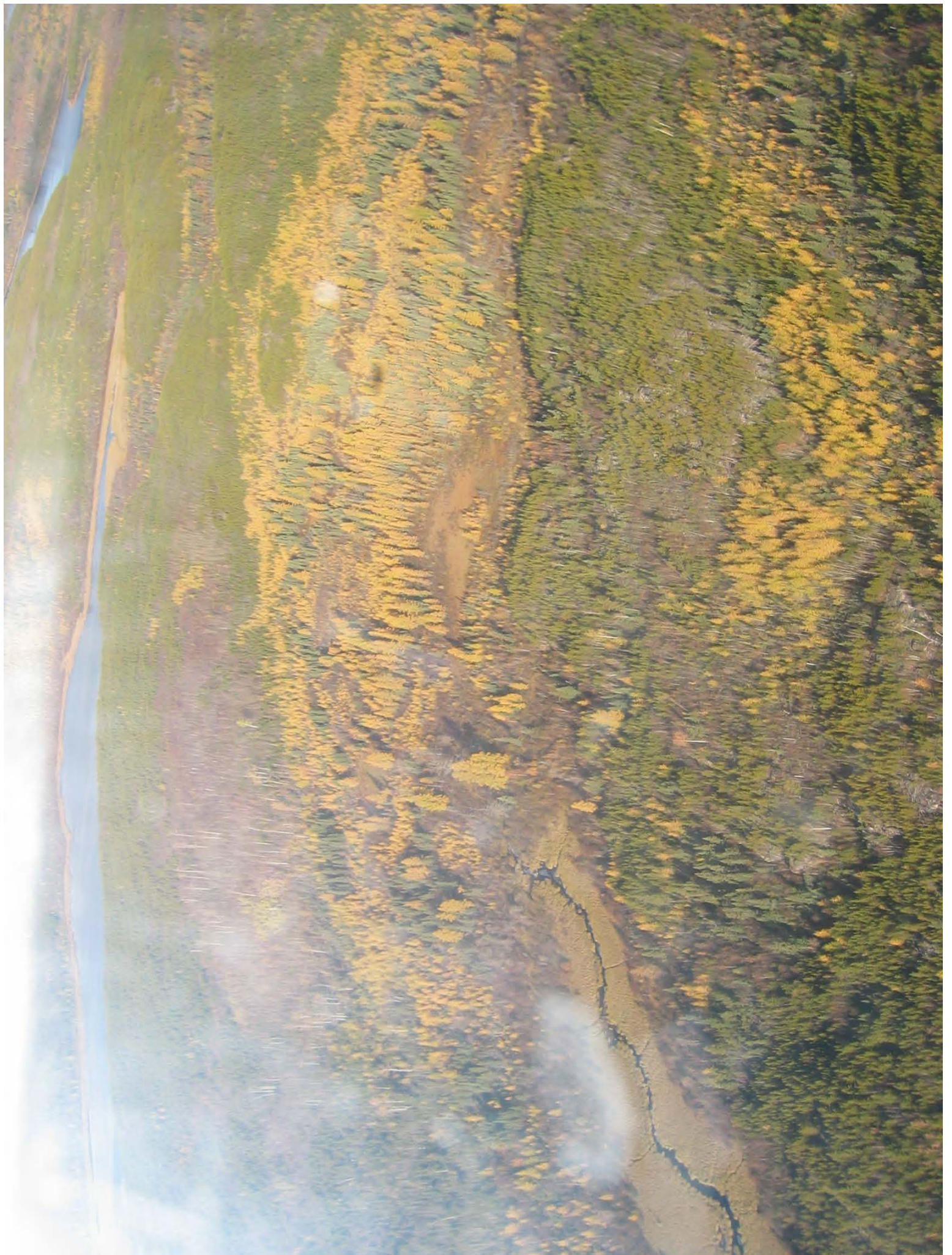




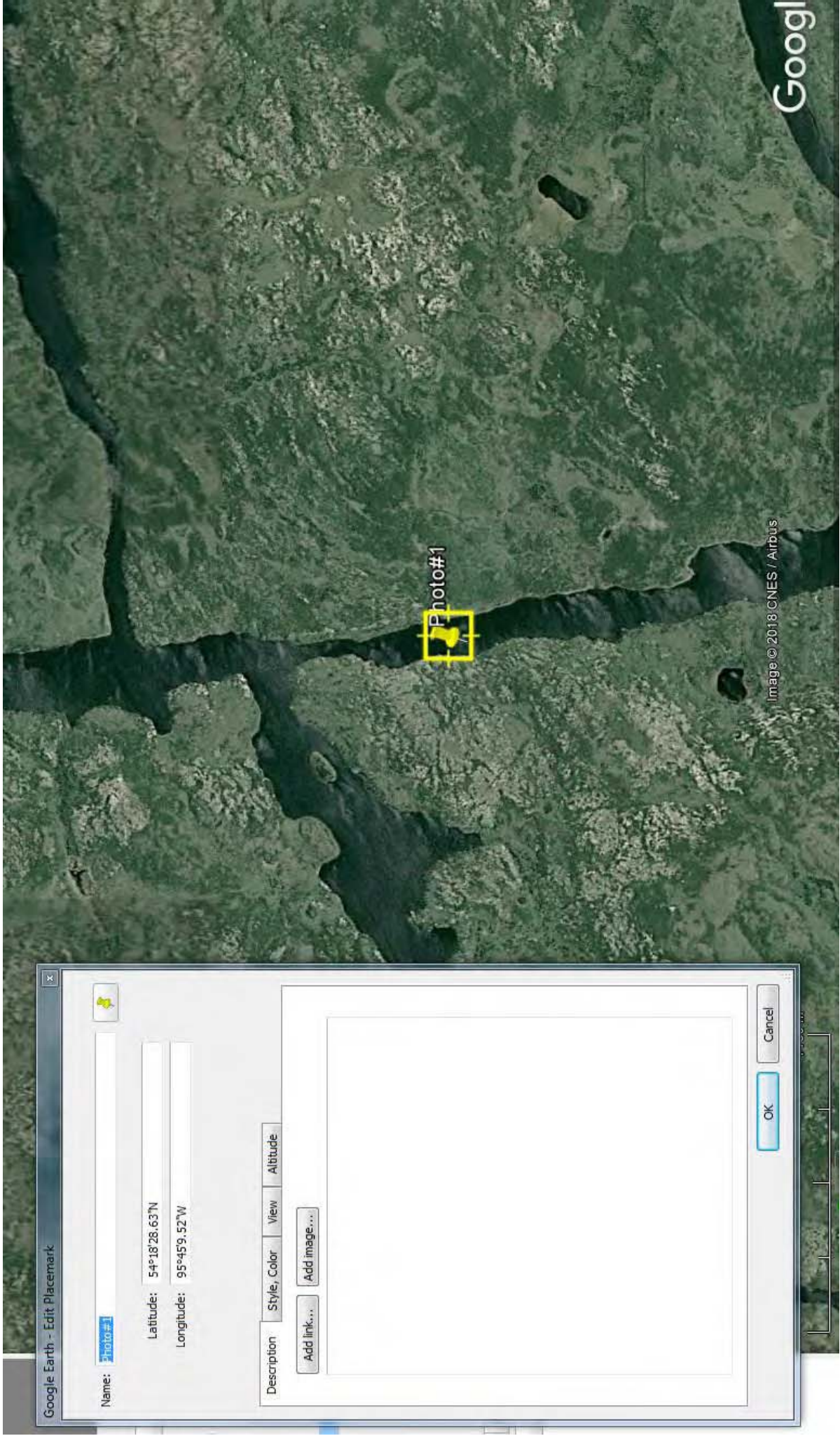












Google

Image © 2018 CNES / Airbus

Google Earth - Edit Placemark

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Latitude:

Longitude:

Description

Style, Color

View

Altitude

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