

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving - PWGSC / Réception des
soumissions → TPSGC
10th Floor, 4900 Yonge Street /
10e étage, 4900 rue Yonge
Toronto
Ontario
M2N 6A6**

Request For a Standing Offer Demande d'offre à commandes

Departmental Individual Standing Offer (DISO)

Offre à commandes individuelle du département(OCID)

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

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

Comments - Commentaires

Enquires to: cindy.marshall@pwgsc-tpsgc.gc.ca

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
Ontario Region
10th Floor, 4900 Yonge Street
Toronto
Ontario
M2N 6A6

Title - Sujet Geotechnical Eng/ Materials Testing	
Solicitation No. - N° de l'invitation EQ754-201826/A	Date 2019-12-04
Client Reference No. - N° de référence du client EQ754-201826	GETS Ref. No. - N° de réf. de SEAG PW-\$PWL-048-2507
File No. - N° de dossier PWL-9-42073 (048)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-01-16	Time Zone Fuseau horaire Eastern Standard Time EST
Delivery Required - Livraison exigée	
Address Enquiries to: - Adresser toutes questions à: Marshall, Cindy	Buyer Id - Id de l'acheteur pwl048
Telephone No. - N° de téléphone (647)405-4245 ()	FAX No. - N° de FAX (416)952-1257
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Ontario Region	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

REQUEST FOR STANDING OFFER (RFSO)

GEOTECHNICAL ENGINEERING AND MATERIALS TESTINGS SERVICES

Solicitation No. EQ754-201826/A

Public Works and Government Services Canada Contracting Authority:

Cindy Marshall
4900 Yonge Street
Toronto, Ontario M2N 6A6
Telephone: 647-405-4245
Facsimile: 416-952-1257
cindy.marshall@pwgsc-tpsgc.gc.ca

GEOTECHNICAL ENGINEERING AND MATERIALS TESTING SERVICES

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SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

SI 1 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

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

SI 2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

By submitting a proposal, the Proponent certifies that the Proponent, and any of the Proponent's members if the Proponent is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list 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 proposal non-responsive, or to set-aside a Standing Offer, if the Proponent, or any member of the Proponent if the Proponent is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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

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

SI 3 SECURITY REQUIREMENTS

Proponents are hereby informed that there is a strong possibility that some call-ups against the Standing Offers might require that the consultants and their personnel possesses a Designated Organization Screening (DOS) at the RELIABILITY level issued by the Contract Security Program of Public Works and Government Services Canada (PWGSC).

Should a Proponent not have the level of security indicated above, the security clearance process can be initiated by the Proponent by contracting the PWGSC Security Advisor at the coordinates below:

Regional Chief Security and Emergency Preparedness

Telephone: 647-642-3329

E-mail: OntSecurity.Securite@pwgsc-tpsgc.gc.ca

Successful proponent(s) issued a standing offer as a result of this RFSO, not possessing the required security clearance at time of call up, will be bypassed and PWGSC will proceed to the next consultant who possesses the required security clearance and it is furthest away from the ideal business distribution. Refer to the Standing Offer Particulars SP 5.1 a. for information regarding ideal business distribution.

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GENERAL INSTRUCTIONS TO PROPONENTS

Integrity Provisions – Proposal

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

5. Where a Proponent is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>.
6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after issuance of the Standing Offer that the Proponent provided a false or misleading certification or declaration, Canada may set aside the Standing Offer and terminate for default any resulting contracts. Pursuant to the Policy, Canada may also determine the Proponent to be ineligible for issuance of a standing offer for providing a false or misleading certification or declaration.

GI 1 DEFINITION

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

"Applicable Taxes":

The Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

"Consultant Team":

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

"Key Personnel":

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

"Price Rating":

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

"Proponent":

"Proponent" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to provide services under a call-up resulting from a standing offer. It does not include the parent, subsidiaries or other affiliates of the Proponent, or its sub-consultants.

"PWGSC Evaluation Board":

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

"Technical Rating":

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

GI 2 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) is inviting consulting firms with Geotechnical Engineering expertise to submit proposals for Standing Offers. The selected consultants shall provide a range of services as identified in the Required Services section of this document for geotechnical and material testing projects in the Ontario Region, including, but not limited to the following:
 - Bridges
 - Dams

- Buildings
- Airport facilities
- Water and Sewage Treatment Plant
- Municipal Infrastructure facilities
- Road, pavements
- Small Craft Harbour facilities
- Ferry terminal, public wharves, docks and piers, shore protection, river bank naturalization and stabilization
- Breakwaters and retaining structures
- Dredging material analysis
- timber crib, steel sheet piling and H-piling, reinforced concrete support structures (e.g. pile caps, beams, fascia, retaining walls and wharf decks
- Utility Telecommunication towers
- Light houses
- Heritage Structures

2. The Consultant Team must be capable of providing the following services:

- Site characterization and hazard mapping
- Utility locates, permits and clearances and Traffic Control Plans
- Subsurface investigations and baseline reports for boreholes and test pits for both land and underwater and comprehensive laboratory services
- Groundwater Monitoring and Instrumentation
- Temporary and Permanent Dewatering
- Hydro geological Studies
- Geotechnical Analysis - seepage, bearing capacity, settlement, slope stability analysis, instrumentation and monitoring
- Seismic risk analysis, liquefaction assessment and earthquake engineering
- Design of shallow and deep foundations, including various types of piles
- Deep foundations full scale static and dynamic load testing
- Aggregate Management - prospecting and selection of borrow areas
- Concrete mix designs and testing and report for air, slump, concrete compressive strength and field concrete coring, testing and reporting.
- Aggregate grain size analysis, petrographic and attrition testing. Alkali aggregate reactivity testing.
- Soil Corrosivity testing.
- Mortar / grout cubes testing and report
- Soil and aggregate compaction testing including nuclear densometer testing
- Field sampling of asphalt materials, asphalt plate sample, field asphalt compaction testing
- Laboratory soil testing including but not limited to sieve analysis, standard proctor test, and modified proctor test
- Asphalt testing – asphalt content and gradation test, full Marshall testing, laboratory percent air void test and Superpave Performance Grade (PG) asphalt testing
- Contaminates soil and groundwater testing and analysis
- Reinforcement steel and anchor inspection before concreting as required
- Structural steel inspection including welding and bolting, galvanizing, painting, inspection and report
- Structural steel coupon sampling and testing.
- Alternative and new reinforcing material testing.

3. Proponents shall be licensed or eligible to be licensed to practise in the province of Ontario. Firms should be able to demonstrate successful delivery of these services for a broad variety of projects over the last five (5) years. In general, the firm and its personnel will be evaluated on the basis of their demonstrated understanding of the scope of services, their approach and methodology to providing those services, the quality of their relevant experience in this area, as well as the cost of the provision of the services.

4. It is PWGSC's intention to authorize up to four (4) Standing Offers, each for a period of three (3) years from the date of issuing the Standing Offers. The total dollar value of all Standing Offers is estimated to be \$6,000,000.00 (Applicable Taxes included). Individual call-ups will vary, up to a maximum of \$1,000,000.00 (Applicable Taxes included). Proponents should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SP5, CALL-UP PROCEDURE.
5. This procurement is subject to the provisions of the North American Free Trade Agreement (NAFTA), World Trade Organization - Agreement on Government Procurement (WTO-AGP), Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and Canadian Free Trade Agreement (CFTA).

GI 3 PROCUREMENT BUSINESS NUMBER

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

GI 4 CONTRACTING AUTHORITY AND DEPARTMENTAL REPRESENTATIVE

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

Cindy Marshall, Contracting Authority
Public Works and Government Services Canada
Real Property Contracting
4900 Yonge Street, 10th Floor
Toronto, ON
M2N 6A6
Tel: (647) 405-4245
Fax: (416) 952-1257
E-mail address: cindy.marshall@pwgsc-tpsgc.gc.ca
2. The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.
3. A Departmental Representative will be identified at time of each individual Call-Up.
4. The Departmental Representative will be responsible for all matters concerning the technical content of the work under the Call-Up.

GI 5 QUANTITY

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

GI 6 PWGSC OBLIGATION

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

GI 7 RESPONSIVE PROPOSALS

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

GI 8 COMMUNICATIONS - SOLICITATION PERIOD

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

GI 9 OVERVIEW OF SELECTION PROCESS

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

GI 10 SUBMISSION OF PROPOSAL

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

-
- b) submit an original of the proposal plus the specified number of copies, duly completed, IN THE FORMAT REQUESTED, on or before the closing date and time set for receipt of proposals;
 - c) send its proposal only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the Request for Standing Offer;
 - d) ensure that the Proponent's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the proposal; and
 - e) provide a comprehensive and sufficiently detailed proposal that will permit a complete evaluation in accordance with the criteria set out in the Request for Standing Offer.
3. The technical and price components of the proposal must be submitted in separate, easily identified envelopes in accordance with the instructions contained in the proposal document. Both envelopes shall be submitted as one package which shall clearly and conspicuously display and indicate on the outside of the package the information identified in paragraph 2. d) above.
 4. Timely and correct delivery of proposals to the office designated for receipt of proposals is the sole responsibility of the Proponent. Public Works and Government Services Canada will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of proposals are the responsibility of the Proponent.
 5. The evaluation of proposals may result in authorization to utilize one or more Standing Offers in whole or in part, taking into consideration the evaluation criteria and selection method stated herein. The lowest or any proposal will not necessarily be authorized. In case of error in the calculation of prices, the unit prices will govern.
 6. The proposal should completely and thoroughly address each element of the requirements as enumerated in the Request for Standing Offer. It is also essential that the elements contained in the proposal be stated in a clear and concise manner.
 7. Proposal documents and supporting information may be submitted in either English or French.
 8. Canada will make available Notices of Proposed Procurement (NPP), RFSOs and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, RFSO or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using GETS. It is the sole responsibility of the Proponent to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Proponent's part nor for notification services offered by a third party.

GI 11 NON-ACCEPTANCE OF ELECTRONICALLY TRANSMITTED PROPOSALS

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

GI 12 EVALUATION OF PRICE

The price proposal must be submitted in Canadian dollars and will be evaluated excluding Applicable Taxes.

GI 13 LIMITATION OF SUBMISSIONS

1. A Proponent may not submit more than one proposal. This limitation also applies to the persons or entities in the case of a joint venture. If more than one proposal is received from a Proponent (or, in the case of a joint venture, from the persons or entities), all such proposals shall be rejected and no further consideration shall be given.
2. A joint venture is defined as an association of two or more parties which combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise.
3. An arrangement whereby Canada contracts directly with a consultant who may retain sub-consultants or specialist consultants to perform portions of the services is not a joint venture arrangement. A sub-consultant or specialist consultant may, therefore, be proposed as part of the consultant team by more than one Proponent. The Proponent warrants that it has written permission from such sub-consultant or specialist consultant to propose their services in relation to the services to be performed.
4. Notwithstanding paragraph 3. above, in order to avoid any conflict of interest, or any perception of conflict of interest, a Proponent shall not include in its submission another Proponent as a member of its consultant team, as a sub-consultant or specialist consultant.
5. Any joint venture entered into for the provision of professional services or other services must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

GI 14 LICENSING REQUIREMENTS

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

GI 15 REJECTION OF PROPOSAL

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

- (e) evidence satisfactory to Canada that based on past conduct or behavior, the Proponent, a sub-consultant, a specialist consultant or a person who is to perform the Services is unsuitable or has conducted himself/herself improperly;
- (f) with respect to current or prior transactions with the Government of Canada,
 - (i) Canada has exercised its contractual remedies of taking the services out of the consultant's hands, suspension or termination for default with respect to a contract with the Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;
 - (ii) Canada determines that the Proponent's performance on other contracts, including the quality of the services provided and the quality and timeliness of the delivery of the project, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

2. Where Canada intends to reject a proposal pursuant to subsection 1.(f), the Contracting Authority will so inform the Proponent and provide the Proponent ten (10) days within which to make representations, before making a final decision on the proposal rejection.

GI 16 NOT APPLICABLE

GI 17 INSURANCE REQUIREMENTS

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

GI 18 JOINT VENTURE

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

confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the standing offer.

GI 19 LATE SUBMISSIONS

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

GI 20 LEGAL CAPACITY

The Proponent must have the legal capacity to contract. If the Proponent is a sole proprietorship, a partnership or a corporate body, the Proponent must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to proponents submitting a proposal as a joint venture.

GI 21 DEBRIEFING

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

GI 22 FINANCIAL CAPABILITY

1. Financial Capability Requirement: The Proponent must have the financial capability to fulfill this requirement. To determine the Proponent's financial capability, the Contracting Authority may, by written notice to the Proponent, require the submission of some or all of the financial information detailed below during the evaluation of proposals. The Proponent must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:
 - (a) Audited financial statements, if available, or the unaudited financial statements (prepared by the Proponent's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Proponent's last three fiscal years, or for the years that the Proponent has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - (b) If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Proponent must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
 - (c) If the Proponent has not been in business for at least one full fiscal year, the following must be provided:
 - (i) the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and

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- (ii) the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
 - (d) A certification from the Chief Financial Officer or an authorized signing officer of the Proponent that the financial information provided is complete and accurate.
 - (e) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Proponent outlining the total of lines of credit granted to the Proponent and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
 - 2. If the Proponent is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
 - 3. If the Proponent is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Proponent, and the financial capability of a parent cannot be substituted for the financial capability of the Proponent itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
 - 4. Financial Information Already Provided to PWGSC: The Proponent is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
 - (a) the Proponent identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - (b) the Proponent authorizes the use of the information for this requirement.

It is the Proponent's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.
 - 5. Other Information: Canada reserves the right to request from the Proponent any other information that Canada requires to conduct a complete financial capability assessment of the Proponent.
 - 6. Confidentiality: If the Proponent provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c. A-1, Section 20(1) (b) and (c).
 - 7. Security: In determining the Proponent's financial capability to fulfill this requirement, Canada may consider any security the Proponent is capable of providing, at the Proponent's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).
 - 8. In the event that a proposal is found to be non-compliant on the basis that the Proponent is considered NOT to be financially capable of performing the subject requirement, official notification shall be provided to the Proponent.

GI 23 REVISION OF PROPOSAL

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

GI 24 PERFORMANCE EVALUATION

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

GI 25 PROPOSAL COSTS

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

GI 26 CONFLICT OF INTEREST - UNFAIR ADVANTAGE

1. In order to protect the integrity of the procurement process, proponents are advised that Canada may reject a proposal in the following circumstances:
 - (a) if the Proponent, any of its sub-consultants, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - (b) if the Proponent, any of its sub-consultants, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other proponents and that would, in Canada's opinion, give or appear to give the Proponent an unfair advantage.
2. The experience acquired by a Proponent who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Proponent remains however subject to the criteria established above.
3. Where Canada intends to reject a proposal under this section, the Contracting Authority will inform the Proponent and provide the Proponent an opportunity to make representations before making a final decision. Proponents who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a proposal, the Proponent represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Proponent acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

GI 27 LIMITATION OF LIABILITY

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

GI 28 STATUS AND AVAILABILITY OF RESOURCES

The Proponent certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its proposal will be available to perform the Services resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If the Proponent is unable to provide the services of an individual named in its proposal, the Proponent may propose a substitute with at least the same qualifications and experience, expertise. The Proponent must advise the Contracting Authority of the reason for the substitution and provide the name, demonstrate equivalency of qualifications, experience and expertise of the proposed replacement for Canada's approval in its sole discretion.

GI 29 CODE OF CONDUCT FOR PROCUREMENT – PROPOSAL

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

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EQ754-201826/A

N° de la modif - Amd. No.

Id de l'acheteur - Buyer ID
pw1048

N° de réf. du client - Client Ref. No.
20201826

File No. - N° du dossier
PWL-9-42073

N° CCC / CCC No./ N° VME - FMS

STANDING OFFER PARTICULARS (SP)

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

STANDING OFFER PARTICULARS

SP 1 GENERAL

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

SP 2 WITHDRAWAL/REVISION

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

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

SP 3 PERIOD OF THE STANDING OFFER

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

SP 4 CALL-UP LIMITATION

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

SP 5 CALL-UP PROCEDURE

1. Services will be called-up as follows:
 - a) The Departmental Representative will establish the scope of services to be performed. For each individual Call-Up, consultants will be considered using a computerized distribution

system. This system will track all call-ups assigned to each consultant and will maintain a running total of the dollar value of business distributed. The system will contain for each consultant an ideal business distribution percentage which has been established as follows; 37% of the business for the top ranked consultant, 26% for the 2nd ranked consultant, 21% for the 3rd ranked consultant, 16% for the 4th ranked consultant. In the event fewer than four (4) consultants are successful, the undistributed % of business will be redistributed amongst the offerors being recommended using the following formula:

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

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

- b) Unless otherwise stated by the Departmental Representative, the Consultant is required to respond within five (5) working days in writing to the Departmental Representative to confirm acceptance or refusal of the Call-Up. Failure to respond within the five (5) working day deadline will constitute the Consultant's declination to the Call-up.

If accepted, the Consultant will be provided the scope of services and given a reasonable deadline for submission of a proposal. The proposal submission deadline will be established by the Departmental Representative and will be based on the size and complexity of project.

Should the Consultant fail to meet the response or proposal submission deadline, Canada reserves the right not to further consider the Consultant for the call-up, and select the next consultant who is furthest away from the ideal business distribution.

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

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- f) A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established in accordance with the hourly rate(s) established in the Standing Offer.
- g) Standing Offer holders not possessing the required security clearance at time of call up, will be bypassed and PWGSC will proceed to the next consultant who possesses the required security clearance and it is furthest away from the ideal business distribution.
2. The Consultant will be authorized in writing by the Contracting Authority to proceed with the services by issuance of a Call-up against the Standing Offer.
3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

SP 6 INVOICING

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

Amount this invoice	(1)	Fees + Applicable Taxes = Total
Total previous invoices	(2)	Fees + Applicable Taxes = Total
Total invoiced to date	(1+2) =(3)	Fees + Applicable Taxes = Total
Agreed fees	(4)	Fees + Applicable Taxes = Total
Amount to complete	(4-3) =(5)	Fees + Applicable Taxes = Total
% Services completed this stage	(6)	
 - e) Authorized signatures of the consultant and the date.
2. Include with each invoice for authorized disbursements, receipt of original invoices (or legible copies if originals cannot be supplied) for all items claimed.
3. The cost of As-built Record Documentation is to be 5% of the total value of the consulting fees on every individual construction project call-up, unless specified otherwise in the Project Brief.

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Id de l'acheteur - Buyer ID
pw1048

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20201826

File No. - N° du dossier
PWL-9-42073

N° CCC / CCC No./ N° VME - FMS

TERMS AND CONDITIONS

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

0220DA GENERAL CONDITIONS

GC 1	Definitions
GC 2	Interpretations
GC 3	Not applicable
GC 4	Assignment
GC 5	Indemnification
GC 6	Notices
GC 7	Suspension
GC 8	Termination
GC 9	Taking the Services Out of the Consultant's Hands
GC 10	Time and Cost Records to be Kept by the Consultant
GC 11	National or Departmental Security
GC 12	Rights to Intellectual Property
GC 13	Conflict of Interest and Values and Ethics Codes for the Public Service
GC 14	Status of Consultant
GC 15	Declaration by Consultant
GC 16	Insurance Requirements
GC 17	Resolution of Disagreements
GC 18	Amendments
GC 19	Entire Agreement
GC 20	Contingency Fees
GC 21	Harassment in the Workplace
GC 22	Taxes
GC 23	Changes in the Consultant Team
GC 24	Joint and Several Liability
GC 25	Performance evaluation - contract
GC 26	International Sanctions
GC 27	Integrity Provisions - Standing Offer
GC 28	Code of Conduct for Procurement – Standing Offer
GC 29	Transition to an E-Procurement Solution (EPS)

GC 1 Definitions

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

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

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

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

Canada, Crown, Her Majesty or the Government

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

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

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

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

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

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

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

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

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

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

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

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

Departmental Representative means the officer or employee of Canada identified to the consultant in writing by a duly authorized departmental officer to perform the Departmental Representative's duties under the Agreement;

Experience means accumulated, over an extended period of time, involvement in a specific type of technical/managerial activity.

Expertise means the sum of knowledge, skills, know-how, proficiency and capability possessed by an expert in a particular technical/managerial field and/or speciality.

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

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

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

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

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

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

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

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

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

GC 2 Interpretations

1. Words importing the singular only also include the plural, and vice versa, where the context requires;

2. Headings or notes in the Standing Offer shall not be deemed to be part thereof, or be taken into consideration in its interpretation;
3. "Herein", "hereby", "hereof", "hereunder" and similar expressions refer to the Standing Offer as a whole and not to any particular subdivision or part thereof.

GC 3 Not Applicable

GC 4 Assignment

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

GC 5 Indemnification

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

GC 6 Notices

1. Any notice, request, direction, consent, decision, or other communication that is required to be given or made by either party pursuant to the Standing Offer, shall be in writing, and shall be deemed to have been effectively given when:
 - (a) served personally, on the day it is delivered;
 - (b) forwarded by registered mail, on the day the postal receipt is acknowledged by the other party; or
 - (c) forwarded by facsimile or other electronic means of transmission, one working day after it was transmitted.
2. The address of either party, or the person authorized to receive notices, may be changed by notice in the manner set out in this provision.

GC 7 Suspension

1. Canada may, in Canada's sole and absolute discretion, suspend the *Services* being provided, or any part thereof, for a specified or unspecified period, by giving notice of suspension in writing to the *Consultant*. The *Consultant* shall not be entitled to be paid any amount whatsoever for a suspension, other than such amount, if any, payable to the *Consultant* in accordance with Suspension Costs provisions in TP8 of clause 9998DA, Terms of Payment.
2. If a period of suspension does not exceed sixty (60) days and when taken together with other periods of suspension does not exceed ninety (90) days, the *Consultant* shall, upon the expiration of that period, resume the performance of the *Services* in accordance with the terms of the Standing Offer and the relevant Call-up.
3. If a period of suspension exceeds sixty (60) days, or when taken together with other periods of suspension the total exceeds ninety (90) days, Canada and the *Consultant* may agree that the

performance of the Services shall be continued by the Consultant, and the Consultant shall resume performance of the Services, subject only to such terms and conditions agreed upon by Canada and the Consultant in writing.

If Canada and the Consultant do not agree that performance of the Services shall be continued by the Consultant, or upon the terms and conditions under which the Consultant shall continue the Services, the notice of suspension shall be deemed to be a notice of termination in accordance with the terms of GC 8. For clarity, Termination Costs in TP 9 of clause 9998DA, Terms of Payment shall be without duplication of Suspension Costs provisions in TP8 of clause 9998DA, Terms of Payment.

GC 8 Termination

Canada may, in Canada's sole and absolute discretion, terminate any Call-up at any time by giving notice of termination in writing to the Consultant. The Consultant shall not be paid any amount whatsoever for a termination, other than such amount, if any, payable to the Consultant in accordance with the Termination Costs provisions in TP 9 of clause 9998DA, Terms of Payment.

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

1. Canada may take all or any part of the *Services* out of the *Consultant's* hands and may employ reasonable means necessary to complete such *Services* in the event that:
 - (a) The *Consultant* has become insolvent or has committed an act of bankruptcy, and has neither made a proposal to the *Consultant's* creditors nor filed a notice of intention to make such a proposal, pursuant to the *Bankruptcy and Insolvency Act*, or
 - (b) the *Consultant* fails to perform any of the *Consultant's* obligations under the Standing Offer or any of the Call-ups or, in Canada's opinion, so fails to make progress as to endanger performance of the Standing Offer or any of its call-ups, in accordance with its terms.
2. If the *Consultant* has become insolvent or has committed an act of bankruptcy, and has either made a proposal to the *Consultant's* creditors or filed a notice of intention to make such a proposal, pursuant to the *Bankruptcy and Insolvency Act*, the *Consultant* shall immediately forward a copy of the proposal or the notice of intention to the *Contracting Authority*.
3. Before the *Services* or any part thereof are taken out of the *Consultant's* hands under GC 9.1(b), the *Departmental Representative* will provide notice to the *Consultant*, and may require such failure of performance or progress to be corrected. If within fourteen (14) days after receipt of notice the default is not corrected or corrective action is not initiated to correct such fault, Canada may, by notice, without limiting any other right or remedy, take all or any part of the *Services* out of the *Consultant's* hands.
4. If the *Services* or any part thereof have been taken out of the *Consultant's* hands, the *Consultant* will be liable for, and upon demand pay to *Canada*, an amount equal to all loss and damage suffered by *Canada* by reason of the non-completion of the *Services* by the *Consultant*.
5. If the *Consultant* fails to pay on demand for the loss or damage as a result of GC 9.4, *Canada* will be entitled to deduct and withhold the same from any payments due and payable to the *Consultant*.
6. If the *Services* or any part thereof are taken out of the *Consultant's* hands as a result of GC 9.1(b) and GC 9.3, the amount referred to in GC 9.5 shall remain in the Consolidated Revenue Fund until an agreement is reached or a decision of a court or tribunal is rendered. At that time the amount, or any part of it, which may become payable to the *Consultant* shall be paid together with interest from the due date referred to in TP 2 of clause 9998DA, Terms of Payment, and in accordance with the terms of the Standing Offer.

7. The taking of the *Services*, or any part thereof, out of the *Consultant's* hands does not relieve or discharge the *Consultant* from any obligation under the Standing Offer, the Call-up, or imposed upon the *Consultant* by law, in respect to the *Services* or any part thereof that the *Consultant* has performed.

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

1. Time charged and the accuracy of the *Consultant's* time recording system may be verified by the *Departmental Representative* before or after payment is made to the *Consultant* under the terms and conditions of the Call up.
2. The *Consultant* shall keep accurate time and cost records and, if required for the purposes of the Standing Offer, shall make these documents available to the *Departmental Representative* who may make copies and take extracts therefrom.
3. The *Consultant* shall afford facilities for audit and inspection upon request and shall provide the *Departmental Representative* with such information as may be required from time to time with reference to the documents referred to in GC 10.2.
4. The *Consultant* shall, unless otherwise specified, keep the time sheets and cost records available for audit and inspection for a period of at least six (6) years following completion of the *Services*.
5. If the verification is done after payment by Canada, the *Consultant* agrees to repay any overpayment immediately upon demand.

GC 11 National or Departmental Security

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

GC 12 Rights to Intellectual Property

1. Definitions

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

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

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

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

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

2. Identification and Disclosure of Foreground

The *Consultant* shall:

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

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

3. IP Rights Vest with *Consultant*

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

4. Ownership Rights in Deliverables

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

5. Licence to Foreground

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

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

6. Licence to Foreground for Other Projects

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

7. Licence to Background

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

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

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

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

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

9. *Consultant's Right to Grant Licence*

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

10. *Trade Secrets and Confidential Information*

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

11. *Canada Supplied Information*

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

12. *Transfer of IP Rights*

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

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

1. The *Consultant* declares that the *Consultant* has no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out the *Services*, and should such an interest be acquired during the life of the Standing Offer, the *Consultant* shall declare it immediately to the *Departmental Representative*.
2. The *Consultant* shall not have any tests or investigations carried out by any persons, firms, or corporations, that may have a direct or indirect financial interest in the results of those tests or investigations.
3. The *Consultant* shall not submit, either directly or indirectly, a bid for any Construction Contract related to the Project.
4. The *Consultant* acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s.2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Services, or all other codes of values and ethics

applicable within specific organizations cannot derive any direct benefit resulting from the Standing Offer or subsequent Call-ups.

5. (a) The Consultant shall not be eligible to compete as a consultant or sub-consultant for a project which may result from the provision of the Services if the Consultant is involved in the development of a Project Brief or Terms of Reference, a Request for Proposal or similar documents for such project.
- (b) The Consultant providing certain pre-design services (e.g. studies, analysis, schematic and design) that do not involve the development of a Project Brief or Terms of Reference, a Request for Proposal or similar documents for such project may be eligible to compete as a consultant or sub-consultant for a project which may result from the provision of these services. The experience acquired by a Consultant who has only provided pre-design services, where the information / documentation resulting from these services is made available to other proponents, will not be considered by Canada as conferring an unfair advantage or creating a conflict of interest.

GC 14 Status of Consultant

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

GC 15 Declaration by Consultant

The *Consultant* declares that:

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

GC 16 Insurance Requirements

1. General

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

- d) Any insurance coverages additional to those required herein that the Consultant and the other members of the consultant team may deem necessary for their own protection or to fulfill their obligations shall be at their own discretion and expense.

2. Commercial General Liability

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

3. Professional Liability

- a) The Professional Liability insurance coverage shall be in an amount usual for the nature and scope of the Services but, shall have a limit of liability of not less than \$1,000,000 per claim, and be continually maintained from the commencement of performance of the Services until five (5) years after their completion.
- b) Notice of Cancellation of Insurance Coverage: The Consultant shall immediately advise the Contracting Authority in writing upon being informed or in receipt of any notification of a pending cancellation of its professional Liability insurance or of any reduction to the claim limits it maintains.

GC 17 Resolution of Disagreements

- 1. In the event of a disagreement regarding any aspect of the *Services* or any instructions given under the Standing Offer and subsequent Call-ups:
 - (a) The *Consultant* may give a notice of disagreement to the *Departmental Representative*. Such notice shall be promptly given and contain the particulars of the disagreement, any changes in time or amounts claimed, and reference to the relevant clauses of the Standing Offer and Call-up;
 - (b) The *Consultant* shall continue to perform the *Services* in accordance with the instructions of the *Departmental Representative*; and
 - (c) The *Consultant* and the *Departmental Representative* shall attempt to resolve the disagreement by negotiations conducted in good faith. The negotiations shall be conducted, first, at the level of the *Consultant's* project representative and the *Departmental Representative* and, secondly and if necessary, at the level of a principal of the *Consultant* firm and a senior departmental manager.
- 2. The *Consultant's* continued performance of the *Services* in accordance with the instructions of the *Departmental Representative* shall not jeopardize the legal position of the *Consultant* in any disagreement.
- 3. If it was subsequently agreed or determined that the instructions given were in error or contrary to the Standing Offer or Call-up, *Canada* shall pay the *Consultant* those fees the *Consultant* shall have earned as a result of the change(s) in the *Services* provided, together with those reasonable disbursements arising from the change(s) and which have been authorized by the *Departmental Representative*.

4. The fees mentioned in GC 17.3 shall be calculated in accordance with the Terms of Payment set out in the Standing Offer and the relevant Call-up.
5. If the disagreement is not settled, the *Consultant* may make a request to the *Departmental Representative* for a written departmental decision and the *Departmental Representative* shall give notice of the departmental decision within fourteen (14) *days* of receiving the request, setting out the particulars of the response and any relevant clauses of the Standing Offer or Call-up.
6. Within fourteen (14) *days* of receipt of the written departmental decision, the *Consultant* shall notify the *Departmental Representative* if the *Consultant* accepts or rejects the decision.
7. If the *Consultant* rejects the departmental decision, the *Consultant*, by notice may refer the disagreement to *Mediation*.
8. If the disagreement is referred to *Mediation*, the *Mediation* shall be conducted with the assistance of a skilled and experienced mediator chosen by the *Consultant* from a list of mediators proposed by Canada, and departmental *Mediation* procedures shall be used unless the parties agree otherwise.
9. Negotiations conducted under the Standing Offer and any resulting Call-up, including those conducted during *Mediation*, shall be without prejudice.

GC 18 Amendments

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

GC 19 Entire Agreement

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

GC 20 Contingency Fees

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

GC 21 Harassment in the Workplace

1. The Consultant acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Treasury Board policy, the Policy on the Prevention and Resolution of Harassment in the Workplace, which is also applicable to the Consultant, is available on the Treasury Board Web site.
2. The Consultant must not, either as an individual, or as a corporate or unincorporated entity, through its employees or sub-consultants, harass, abuse, threaten, discriminate against or intimidate any employee, consultant or other individual employed by, or under contract with Canada. The Consultant will be advised in writing of any complaint and will have the right to

respond in writing. Upon receipt of the Consultant's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

GC 22 Taxes

1. Federal government departments and agencies are required to pay *Applicable Taxes*.
2. *Applicable Taxes* will be paid by Canada as provided in the invoice submission. *Applicable Taxes* must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which these *Applicable Taxes* do not apply must be identified as such on all invoices. It is the sole responsibility of the Consultant to charge *Applicable Taxes* at the correct rate in accordance with applicable legislation. The Consultant agrees to remit to appropriate tax authorities any amounts of *Applicable Taxes* paid or due.
3. The Consultant is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Consultant must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where *Applicable Taxes*, customs duties, and excise taxes are included in the *Contract Price*, the *Contract Price* will be adjusted to reflect any increase, or decrease, of *Applicable Taxes*, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the *Contract Price* if public notice of the change was given before bid submission date in sufficient detail to have permitted the Consultant to calculate the effect of the change.
5. Tax Withholding of 15 Percent - Canada Revenue Agency

Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Consultant in respect of services provided in Canada if the Consultant is not a resident of Canada, unless the Consultant obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Consultant in respect to any tax liability which may be owed to Canada.

GC 23 Changes in the Consultant team

1. Should an entity or person named in the Consultant's proposal as an entity or person who is to perform the *Services* or part of the *Services* be unable to perform or complete the *Services*, the *Consultant* shall obtain the concurrence of the *Departmental Representative* prior to performing or completing the *Services*, or entering into an agreement with another equally qualified entity or person to perform or complete the *Services*, such concurrence not to be unreasonably withheld.
2. In seeking to obtain the concurrence of the *Departmental Representative* referred to in paragraph 1, the *Consultant* shall provide notice in writing to the *Departmental Representative* containing:
 - (a) the reason for the inability of the entity or person to perform the *Services*;
 - (b) the name, demonstration of equivalent qualifications, experience and expertise of the proposed replacement entity or person, and
 - (c) if applicable, proof that the entity or person has the required security clearance granted by *Canada*.
3. The *Consultant* shall not, in any event, allow performance of any part of the *Services* by unauthorized replacement entities or persons, and acceptance of a replacement entity or person

by the *Departmental Representative* shall not relieve the *Consultant* from responsibility to perform the *Services*.

4. The *Departmental Representative*, with the authority of Canada, may order the removal from the *Consultant* team of any unauthorized replacement entity or person and the *Consultant* shall immediately remove the entity or person from the performance of the *Services* and shall, in accordance with paragraphs 1. and 2., secure a further replacement.
5. The fact that the *Departmental Representative* does not order the removal of a replacement entity or person from the performance of the *Services* shall not relieve the *Consultant* from the Consultant's responsibility to meet all the Consultant's obligations in the performance of the *Services*.

GC 24 Joint and Several Liability

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

GC 25 Performance Evaluation - Contract

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

- d. For an overall rating of less than 30%, a suspension letter is sent to the Consultant indicating that the Consultant is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year from the date of the letter.
- e. When general average is between 30% and 50% and one of the rating is of 5 points or less on any one criterion, a suspension letter is sent to the Consultant indicating that the Consultant is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year from the date of the letter.

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

GC 26 International Sanctions

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

GC 27 Integrity Provisions - Standing Offer

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

GC 28 Code of Conduct for Procurement – Standing Offer

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

GC 29 Transition to an E-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services.

Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

N° de l'invitation - Solicitation No.
EQ754-201826/A

N° de la modif - Amd. No.

Id de l'acheteur - Buyer ID
pw1048

N° de réf. du client - Client Ref. No.
20201826

File No. - N° du dossier
PWL-9-42073

N° CCC / CCC No./ N° VME - FMS

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support. If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

0000DA SUPPLEMENTARY CONDITIONS

SC1 Federal Contractors Program for Employment Equity - Setting aside and Default by the Consultant

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

9998DA TERMS OF PAYMENT

TP 1 Fees

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

TP 2 Payments to the Consultant

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

TP 3 Delayed Payment

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

TP 4 Claims Against, and Obligations of, the Consultant

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

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

TP 5 No Payment for Errors and Omissions

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

TP 6 Payment for Changes and Revisions

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

TP 7 Extension of Time

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

TP 8 Suspension Costs

1. In the event of a suspension of any *Services* pursuant to GC 7 of clause 0220DA, General Conditions, *Canada* shall pay:
 - (a) for clarity, an amount based on these Terms of Payment, for *Services* satisfactorily performed before the date of suspension; and
 - (b) those out-of-pocket costs and expenses that, in the opinion of *Canada*, are substantiated as having been reasonably incurred during the suspension period, as more particularly provided for in TP 8.2, .3, and .4.
2. The Consultant shall minimize all TP8 1(b) out-of-pocket costs and expenses.
3. Within fourteen (14) days of notice of such suspension, the Consultant shall submit to the Departmental Representative a schedule of all out-of-pocket costs and expenses, if any, that the Consultant expects to incur during the period of suspension, and for which the Consultant will request reimbursement, failing which, the Consultant shall, for all purposes, be deemed to have no such costs and expenses.

4. Save and except for the specified payment provided for in TP8 (1b), if any, the Consultant shall not be paid and has no claim for damages, compensation, loss of profit, loss of opportunity, allowance or otherwise by reason of, or directly or indirectly arising out of, the suspension of Services pursuant to GC 7 of clause 0220DA, General Conditions.

TP 9 Termination Costs

1. In the event of termination of any Call-up pursuant to GC 8 of clause 0220DA, General Conditions, Canada shall pay, and the Consultant shall accept in full settlement:
 - (a) an amount based on these Terms of Payment, for Services satisfactorily performed before the date of termination; and
 - (b) the reasonable out-of-pocket costs and expenses that, in the opinion of Canada, are substantiated as having been reasonably incurred to terminate the Call-Up, as more particularly provided for in TP9 (2), (3), (4) and (5).
2. The Consultant shall minimize all TP 9(1)(b) out-of-pocket costs and expenses.
3. Within fourteen (14) days of notice of such termination, the Consultant shall submit to the Departmental Representative a schedule of all out-of-pocket costs and expenses, if any, reasonably incurred after the date of termination, failing which, the Consultant shall, for all purposes, be deemed to have no such costs and expenses.
4. Payment shall be made to the Consultant only for those out-of-pocket costs and expenses that in the opinion of Canada are substantiated as having been reasonably incurred after the date of termination of the Call-Up.
5. Save and except for the specified payment provided for in TP 9(1), if any, the Consultant shall not be paid any amount and has no claim for damages, compensation, loss of profit, loss of opportunity, allowance or otherwise by reason of, or directly or indirectly arising out of, the termination of any Call-up pursuant to GC 8 of clause 0220DA, General Conditions.

TP 10 Disbursements

1. Subject to any provisions specifically to the contrary in the Supplementary Conditions, the following costs shall be included in the fees required to deliver the consultant services and shall not be reimbursed separately;
 - (a) reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation specified in the Standing Offer Brief;
 - (b) standard office expenses such as any photocopying, computer costs, Internet, cellular phone costs, long distance telephone and fax costs, including that between the Consultant's main office and branch offices or between the Consultant's offices and other team members offices;
 - (c) transportation costs for material samples and models, and courier and delivery charges for deliverables specified in the Standing Offer Brief;
 - (d) plotting;
 - (e) presentation material;
 - (f) parking fees;
 - (g) taxi charges;

- (h) travel time; and
- (i) local project office.

2. Subject to any provisions specifically to the contrary in the Supplementary Conditions, the following disbursements reasonably incurred by the Consultant, that are related to the Services and approved by the Departmental Representative, shall be reimbursed to the Consultant at actual cost:

- (a) reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation additional to that specified in the Standing Offer Brief;
- (b) transportation costs for material samples and models and courier and delivery charges, additional to that specified in the Standing Offer Brief;
- (c) Travel and Living Expenses: Firms are advised that any travel-related expenses associated with the delivery of services will be calculated from the applicable government location (listed below) and/or from the consultant's closest branch office to the project site, whichever is closer. Travel-related expenses will be paid (with prior approval of the Departmental Representative) in accordance with current National Joint Council (NJC) Travel Directive: (http://www.njc-cnm.gc.ca/directive/index.php?dlabel=travel-voyage&lang=eng&did=10&m_erge=2); and

The central government locations as identified in Appendix "F" that will be used to calculate disbursements related to travel and living expenses to the project site are listed below:

Central Ontario: 4900 Yonge Street, Toronto, Ontario
Eastern Ontario: 86 Clarence Street, Kingston, Ontario
South Western Ontario: 457 Richmond Street, London, Ontario
Northern Ontario: 19 Lisgar St., Sudbury for projects east of 86o longitude ie. Sault Ste Marie, Sudbury, North Bay, Timmins and Kirkland Lake; 130 South Syndicate Ave., Thunder Bay for projects west of 86o longitude ie. Thunder Bay, Kenora, Fort Frances, Red Lake

and

- (d) Additional services' disbursements as authorised by the Departmental Representative, including Sub-Consultants and Specialists, required in support of the requested services under a call-up and which cannot be covered under the fixed hourly rate established under the Standing Offer such as diving inspections, drilling/coring Contractor, barge rental, material and/or in-situ testing services, etc. The cost for these services shall be administered as follows;
 - i) Unless otherwise authorized by the Departmental Representative, the above mentioned disbursements shall be obtained through competitive bidding with a minimum of two (2) quotes. Copies of all quotes shall be submitted together with the Consultant proposal for the call-up; or
 - ii) The disbursements shall be evaluated such that, in the event that competitive quotes are not obtained, the Consultant shall submit copies of invoices from other projects to help demonstrate the quote to be a fair, reasonable and competitive price.
- (e) other disbursements made with the prior approval and authorization of the Departmental Representative.

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3. Disbursements shall be Project related and shall not include expenses that are related to the normal operation of the Consultant's business. The amounts payable, shall not exceed the amount entered in the Call-up, without the prior authorization of the Departmental Representative.

9999DA CONSULTANT SERVICES

CS 1 Services

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

CS 2 Standard of Care

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

CS 3 Time Schedule

The *Consultant* shall:

- (a) submit in a timely manner to the *Departmental Representative*, for approval, a time schedule for the *Services* to be performed, in detail appropriate to the size and complexity of the Project, and in a format as requested by the *Departmental Representative*;
- (b) adhere to the approved time schedule and, if changes in the approved time schedule become necessary, indicate the extent of, and the reasons and justifications for such changes, and obtain a written approval of the *Departmental Representative*. If deemed not sufficiently justified or unavoidable, the *Departmental Representative* may deny Consultant's request for schedule change(s);
- (c) ensure personnel availability at all times. Shortfall in availability of originally designated personnel or of additional personnel at the Consultant's branch office(s), and/or underperformance/delays caused by external sub-Consultants and/or Specialists may not constitute sufficient grounds for delivery schedule revision, as the Consultant's Standing Offer Manager (refer to AA 1.1.2.1) is to take all the necessary steps and efforts, including mobilisation of additional personnel and/or appropriate substitutions of employees and firms, to achieve the original, approved time schedule.

CS 4 Project Information, Decisions, Acceptances, Approvals

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

CS 5 Changes in Services

The *Consultant* shall:

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

CS 6 Codes, By-Laws, Licences, Permits

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

CS 7 Provision of Staff

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

CS 8 Sub-Consultants

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

CS 9 Cost Control

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

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

revisions shall be undertaken by the *Consultant* at *Canada's* expense, and the cost involved shall become an amount to be mutually agreed, prior to performance of the said changes or revisions.

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

2000DA CALCULATION OF FEES

CF 1 Fee Arrangement(s) for Services

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

CF 2 Payments for Services

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

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STANDING OFFER BRIEF

Agreement Description (AD)
Agreement Administration (AA)
Required Services (RS)

AGREEMENT DESCRIPTION (AD)

AD 1 Introduction

AD 1.1 General Objectives

AD 1.2 Consultant Team

AD 1 INTRODUCTION

AD 1.1 GENERAL OBJECTIVES

The services rendered by the Consultant will be in support of PWGSC Civil/Geotechnical Engineering and Material Testing services for civil structures and projects in the Ontario Region. Individual commissions will provide support to Government of Canada (GC) Departments and Agencies and may include one or more of the Required Services listed in RS 2 related to Civil/Geotechnical Engineering and Material Testing. Firms will provide expertise in all of the Required Services listed in RS 2.

Please be advised that, in general, any Civil/Geotechnical Engineering and Material Testing Services provided must be complete and conclusive in that they identify all major issues that will have a significant impact on the project. This will promote a surprise-free environment which will enhance the success of project implementation. Also, please note that the Canadian Federal Government continues to ensure that sustainable development principles are built into the policy of the federal organizations. The Consultant will be expected to incorporate sustainable design principles in their project solutions.

AD 1.2 CONSULTANT TEAM

1. The Consultant Team for this Standing Offer must be capable of providing Geotechnical Engineering and Material Testing Services to carry out inspections, investigations, monitoring, testing analyses and reporting of civil works of all materials (concrete, steel, wood, stone, soil etc.) including all components such as approaches, embankments, abutments, wing walls, slopes, retaining walls, slabs, columns, beams, decks, superstructures, substructures, foundations, granular material, steel reinforcement, sheet piles, barriers, railings, curbs, mooring system, berthing system etc. The Consultant Team must be capable of developing support for civil engineering tender documents for the design of new and/or repair/rehabilitation of existing civil engineering works including but not limited to the following:
 - Bridges
 - Dams
 - Buildings
 - Airport facilities
 - Water and sewage Treatment Plant
 - Storm Water Management facilities
 - Road, pavements
 - Small Craft Harbour facilities
 - Ferry terminal, public wharves, docks and piers shore protection, river bank naturalization and stabilization
 - Breakwaters and retaining structures
 - Dredging material analysis
 - Timber crib, steel sheet piling and H-piling, reinforced concrete support structures (e.g. pile caps, beams, fascia, retaining walls and wharf decks
 - Utility
2. The Consultant Team must be capable of providing the following services, including, but not limited to the following:

- Site characterization and hazard mapping
- Utility locates, permits and clearances and Traffic Control Plans
- Subsurface investigations and baseline reports for boreholes and test pits for both land and underwater and comprehensive laboratory services
- Groundwater Monitoring and Instrumentation
- Temporary and Permanent Dewatering
- Hydro geological Studies
- Geotechnical Analysis - seepage, bearing capacity, settlement, slope stability analysis, instrumentation and monitoring
- Seismic risk analysis, liquefaction assessment and earthquake engineering
- Design of shallow and deep foundations, including various types of piles
- Deep foundations full scale static and dynamic load testing
- Aggregate Management - prospecting and selection of borrow areas
- Aggregate gradation and testing, alkali aggregate reactivity and other tests.
- Concrete mix designs and testing and report for air, slump, concrete compressive strength and field concrete coring
- Mortar / grout cubes testing and report
- Concrete coring, non-destructive testing, chloride, permeability and compressive strength testing•
- Soil and aggregate compaction testing including nuclear densometer.
- Field sampling of asphalt materials, asphalt plate sample, field asphalt compaction Testing
- Laboratory soil testing including but not limited to sieve analysis, standard proctor test, and modified proctor test.
- Asphalt testing – asphalt content and gradation test, full Marshall testing, laboratory percent air void test and Superpave Performance Grade (PG) asphalt testing
- Pavement Design, construction and testing.
- Contaminates soil and groundwater testing and analysis
- Reinforcing steel inspection before concreting as required
- Structural steel inspection including welding and bolting inspection and report
- Testing of other new and innovative construction materials in the market.

AGREEMENT ADMINISTRATION (AA)

AA 1 General Information

- AA 1.1 Roles and Responsibilities
- AA 1.2 Coordination with Departmental Representative
- AA 1.3 Health and Safety
- AA 1.4 Project Response Time Requirements
- AA 1.5 Official Languages

AA 2 Functional Requirements

- AA 2.1 Design Codes, Regulations and Reference Documents
- AA 2.2 Project Delivery Approach
- AA 2.3 Media
- AA 2.4 General Project Deliverable
- AA 2.5 Acceptance of Project Deliverables

AA 1 GENERAL INFORMATION

AA 1.1 ROLES AND RESPONSIBILITIES

AA 1.1.1 DEPARTMENTAL REPRESENTATIVE

1. The Project Manager assigned to the project is the Departmental Representative.
2. The Departmental Representative, as determined on a project by project basis, has overall responsibility for the progress of the project, including management, administration and coordination of the activities as set out in this document and in a Project Brief or Terms of Reference which have previously been reviewed and accepted.

AA 1.1.2 CONSULTANT

1. The Consultant shall be responsible for the project delivery of the Consultant Team's services, including management, administration, coordination and reporting of the activities by the Consultant Team as set out in this document.
2. The Consultant shall be responsible for gathering and identifying the needs of the client department/agency and incorporating those needs into the required project deliverables once written acceptance is issued by the Departmental Representative.
3. The Consultant shall establish and maintain, throughout the duration of each project, a team capable of effectively delivering the services described in this document.
4. The Consultant shall deliver the project within the time frame and assigned budget in accordance with the approved plan agreed to by the Departmental Representative.
5. Upon execution of the Consultant Call-Up, the Consultant shall be responsible for producing all work described in the Call-up document, in a conscientious and professional manner.
6. The Consultant shall coordinate project requirements with any other adjacent and site work that may be underway.

AA 1.1.2.1 CONSULTANT STANDING OFFER MANAGER

The Consultant Standing Offer Manager, who is permanently based at the Consultant's location, and holds a Senior Executive position in the Consultant's organization, at minimum shall:

1. Be the primary contact and the recipient of individual call-ups under the Standing Offer, and be the formal issuer of Consultant's proposal or refusal in regards to all call-ups;
2. Ensure that each individual call-up is responded to with a binding "yes" or a "no" within five (5) working days of its issue to the Consultant. Ensure that call-up proposal is submitted by the Consultant by the deadline stipulated by the Departmental Representative, of the call-up issue;
3. Be the primary contact for the Departmental Representative regarding performance and/or quality issues arising during a call-up project execution by the Consultant Team. A maximum response/contact time of 72 hours is required at all times from the Standing Offer Manager and their team;
4. Disseminate performance and quality issues to pertinent parties within the Consultant Team and ensure that problems and difficulties are quickly and permanently resolved;
5. Ensure high quality of work delivered by the Consultant Team at all times, through on-going internal Quality Reviews. Ensure proper coordination of work and deliverables between all disciplines;
6. Ensure a comprehensive, in-depth approach to all matters pertaining to public safety and to the mandate of a call-up;
7. Ensure timely commencement and deliveries of every portion of all projects, and timely overall project completion on each call-up;
8. Ensure quick response time, prompt execution and on-schedule completion of all work by all members of the Consultant Team, including, if necessary, rapid replacement of notably under-performing personnel and/or sub-consultants;
9. Ensure on-going fiscal responsibility of all members of the Consultant Team;

The Contracting Authority and the Departmental Representative must be informed in writing by the Consultant of a departure of Consultant's Standing Offer Manager within five (5) working days of such departure.

AA 1.1.2.2 Consultant's Call-up Team Leader

1. For each accepted call-up, a Call-up Team Leader is to be designated from among senior staff of the Consultant's firm unless otherwise specified by the Departmental Representative.
2. The designated Call-up Team Leader is to be in full control of call-up project time assignments for each individual member of the Consultant's Team proposed for a specific call-up, irrespective of and overriding member's physical location, departmental designation and otherwise normal supervisor/manager assignment.

AA 1.1.3 GENERAL INSTRUCTIONS

For any of the Required Services listed in RS 2, the Consultant shall:

1. Attend/Chair regular project status meetings during the life of the project and prepare and distribute minutes in a timely fashion within 3 business days.
2. Submit weekly project progress reports to the Departmental Representative.
3. **When the client requests a change that may alter the scope of work or add to the cost of the project, and/or the cost of services, request approval of the Departmental Representative prior to incorporation in the design.**

AA 1.2 COORDINATION WITH DEPARTMENTAL REPRESENTATIVE

The Consultant shall:

1. Carry out services in accordance with approved documents and directions given by the Departmental Representative.
2. Correspond only with the Departmental Representative at the times and in the manner dictated by the Departmental Representative.
3. Ensure all communications carry the appropriate Project Title, Project Number and File Number depending on the project particulars.
4. Advise the Departmental Representative of any changes, that may affect schedule or budget or are inconsistent with instructions or written approvals previously given. The Consultant shall detail the extent and reasons for the changes and obtain written approval before proceeding.

AA 1.3 HEALTH AND SAFETY

1. PWGSC recognizes its obligation to protect health and ensure safety of all persons working on projects for which it manages consultant and construction contracts. It also recognizes that federal occupational health and safety legislation places certain specific responsibilities upon PWGSC as the employer and on Other Government Departments as owners of the work place.
2. In order to meet those responsibilities, PWGSC insists that their consultants implement due diligence to help ensure that roles and responsibilities assigned under Part II of the Canada Labour Code and the Canada Occupational Health and Safety Regulations are implemented and observed when involving consultant staff to undertake works on federal sites and work places.

AA 1.4 PROJECT RESPONSE TIME REQUIREMENTS

1. Unless otherwise stated by the Departmental Representative, the Consultant is required to respond within five (5) working days in writing to the Departmental Representative to confirm acceptance or refusal of the Call-Up. Failure to respond within the five (5) working day deadline will constitute the Consultant's refusal to accept the Call-up.

If accepted, the Consultant will be provided the scope of services and given a reasonable deadline for submission of a proposal. The proposal submission deadline will be established by the Departmental Representative and will be based on the size and complexity of project.

Canada reserves the right to contract separately with other firms/consultants should the Consultant fail to meet either the response deadline or the submission deadline in a timely manner.

2. The consultant must be able to demonstrate the availability of adequate resources within their proposed team(s) to deliver the scope of services outlined in this Standing Offer in a timely fashion.
3. It is a requirement of all projects covered under this Standing Offer that the prime consultant and their proposed sub-consultants be personally available to attend meetings and respond to inquiries within 72 hours of being given notice by the Departmental Representative.

AA 1.5 OFFICIAL LANGUAGES

This Standing Offer requires services in the English language.

AA 2 FUNCTIONAL REQUIREMENTS

AA 2.1 DESIGN CODES, REGULATIONS AND REFERENCE DOCUMENTS

1. The standards, codes and regulations to be used for the design and construction of civil works shall be the latest edition of the following (including all amendments, supplements and revisions thereto):
 - National Building Code of Canada 2015 (NBCC 2015)
 - Ontario Building Code 2017
 - Canadian Standards Association Publications
 - Canadian Geotechnical Society (CGS) Publications
 - Canadian Foundation Engineering Manual 2006, 4th ed. (CFEM 4th ed.)
 - American Society for Testing and Materials (ASTM) Publications
 - International Society for Rock Mechanics (ISRM) Publications
 - CAN/CSA-S6 - 2014 Canadian Highway Bridge Design Code
 - CAN/CSA-S413 – 2014 Parking Structures
 - Guidelines Inspection and Maintenance of Marine Facilities
 - PWGSC Bridge Inspection manual 2010, (BIM)
 - Canada and Provincial Occupational Health and Safety Regulations
 - Federal and Provincial Environmental Regulations
 - CAN/CSA-A23.3 - 2014 Design of Concrete Structures
 - CAN/CSA-S16 - 2014: Limit States Design of Steel Structures
 - CSA-086 - 2014: Engineering Design in Wood
 - Canada Labour Code, Part II Occupational Health and Safety (including latest revisions of all regulations)
 - Provincial and Municipal Traffic Acts and Regulations
 - Navigable Waters Protection Act
 - Dam Safety Guidelines 2007(2013 Edition) / latest version
2. Unless otherwise directed, Consultant shall comply with Appendix "D" Doing Business with PWGSC Documentation and Deliverables Manual document. The Consultant shall comply with all statutes, codes, regulations, and by-laws applicable to the design and where necessary, shall review the design with those public authorities having jurisdiction in order that the consents, approvals, licenses and permits required for the project may be applied for and obtained.

3. The Consultant has the option of consulting other design codes and is expected to utilize new developments in Civil / Geotechnical and Materials Testing Engineering whenever they appear appropriate in accordance with proper engineering judgment and practice but must provide documented evidence of suitability satisfactory to the Departmental Representative.

AA 2.2 PROJECT DELIVERY APPROACH

1. Unless otherwise specified in the Call-Up, the traditional design-tender-build approach will be used. The Consultant may be required to prepare the tender package and ensure full coordination.
2. PWGSC will tender contracts through several contracting authorities.

AA 2.3 MEDIA

1. The Consultant shall not respond to requests for project related information or questions from the media. Such inquiries are to be directed to the Departmental Representative.

AA 2.4 GENERAL PROJECT DELIVERABLE

1. Where deliverables and submissions are required under the Call-Ups, they shall be submitted in accordance with the Standing Offer. Additional details and/or requirements may be specified in the Call-Up.
2. All specifications and drawings will be generated and distributed in the format using layering and file protocols as prescribed in the "Doing Business with PWGSC Documentation and Deliverables Manual", Appendix D to the Standing Offer.
3. Unless otherwise indicated in the Call-Up or in the Standing Offer, provide four (4) copies of all deliverables plus one electronic version in a format using PWGSC operational platforms such as: Microsoft office (Word, Excel, Access), AutoCADD latest version and National Master Specifications NMS latest version. In addition, provide PDF electronic copy of all final reports and contract documents. All submissions and electronic documents shall be signed, sealed and dated by a **Professional Engineer (P.ENG)** licensed in the province of Ontario.

All documents (drawings and specification) are to be produced in accordance with PWGSC document "Doing Business with PWGSC Documentation and Deliverables Manual" attached at Appendix D or the applicable document depending on project requirements. All documents are to be produced in the amounts and types shown below and at the project delivery stage described in each individual Call-up.

Design Concept Documents

No. of copies:

hard copies	CADD files	PDF File
.....6.....	..... 1.....	..... 1.....

hard copies	CADD files	PDF File
.....6.....	..... 1.....	..... 1.....

Design Concept Documents

No. of copies:

N° de l'invitation - Solicitation No.
EQ754-201826/A

N° de la modif - Amd. No.

Id de l'acheteur - Buyer ID
pwl048

N° de réf. du client - Client Ref. No.
20201826

File No. - N° du dossier
PWL-9-42073

N° CCC / CCC No./ N° VME - FMS

Design Development Documents
No. of copies:

hard copies	CADD files	PDF File
..... 6.....	..... 1.....	..... 1.....

Construction Documents
No. of copies:

hard copies	CADD files	PDF File	NMS spp file
.....3.....	..... 1.....	..... 1.....	
..... 3.....	..... 1.....	..... 1.....	..... 1.....
..... 3.....	..... 1.....	..... 1.....	..... 1.....
..... 3.....	..... 1.....	..... 1.....	..... 1.....

Tender Documents
No. of copies:

	hard copies	CADD files	PDF File	NMS spp file
Drawings	.....1.....	..... 1.....	..... 1.....	
Specifications	.. 1 bound..	..... 1.....	..... 1.....	..... 1.....
Specifications	.. 1 unbound..			

Record Documents
No. of copies

hard copies	CADD files	PDF File	NMS spp file
..... 1.....	..... 1.....	..... 1.....	..... 1.....

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

AA 2.5 ACCEPTANCE OF PROJECT DELIVERABLES

1. While PWGSC acknowledges the Consultant's obligations to meet project requirements, the project delivery process entitles PWGSC to review work. PWGSC reserves the right to reject undesirable or unsatisfactory work. The Consultant must obtain Departmental Representative acceptances during each of the project stages.

PWGSC may provide comments / feedback and ask questions or requests for information, documentation, engineering calculations, justification and basis of engineering decisions from the Consultant. All such comments, questions and requests must be addressed by the Consultant in the final revised submission. All engineering calculations, supporting documentation and computer models developed and used by the Consultant shall be provided to PWGSC together with final submission or whenever requested.

2. Acceptances indicate that based on a general review of material for specific issues, the material is considered to comply with governmental and departmental objectives and practices, and that overall project objectives are being satisfied.
3. The acceptance does not relieve the Consultant of professional responsibility for the work and compliance with the contract.
4. PWGSC acceptances do not prohibit rejection of work, which is determined to be unsatisfactory at later stages of review. If progressive design development or time / cost / risk updates or technical investigation reveals that earlier acceptances must be withdrawn (as a result of undiscovered Consultant mistake, error or disregard of requirements/requests), the Consultant is responsible for redesigning work and resubmitting for acceptance at the Consultant's cost.
5. Acceptances by the Client / Users and other agencies and levels of government must be obtained to supplement PWGSC acceptances. The Consultant shall assist the Departmental Representative in securing all such acceptances and adjust all documentation as required by such authorities when securing acceptance.

REQUIRED SERVICES (RS)

RS 1 INTRODUCTION

1. Call-Ups may include any or all of the following services. Specific services will be identified in each Call-up:

- RS 2.1 Required Services
 - RS 2.1.1 Investigations, Studies and Reports
 - RS 2.1.2 Design Concept
 - RS 2.1.3 Design Development
 - RS 2.1.4 Construction Documents, Pre-Tender Construction Cost Estimate and Project Schedule
 - RS 2.1.5 Tender Call, Bid Evaluation and Construction Contract Award
 - RS 2.1.6 Construction and Contract Administration
 - RS 2.1.7 Post Construction Warranty Review
 - RS 2.1.8 Additional Services
 - RS 2.1.9 Sub-Consultant / Specialist Coordination

RS1.1 General

All design criteria shall be in accordance with the current edition of reference codes and standards in effect on the date of tendering.

For material properties (both physical and chemical), methods of fabrication, tests, etc. reference should be made to the latest editions of CSA the Canadian Standards Association Standards and CGSB the Canadian General Standards Board Specifications, give the standard number and date of the issue, etc.

RS1.2 Regulations

Design shall comply with applicable Federal, Provincial and Municipal regulations and codes. In case of conflict, the most stringent requirements apply.

RS1.3 Review, Investigation and Design

All geotechnical, material and testing reports must be reviewed by PWGSC, all comments and requirements satisfactorily addressed by Consultant, and conform to the requirements of the Project Brief and/or Terms of Reference.

RS1.4 Design for Geotechnical Engineering

PWGSC Review: The design alternatives and costs shall first be reviewed by PWGSC who will involve other regulatory bodies in the review as required.

All Geotechnical Engineering must comply with current Federal and Provincial Acts, Codes, Regulations, Guidelines and Codes of Practice including but not limited to: as specified in AA 2.1

- National Building Code of Canada (NBC).
- Ontario Building Code (OBC).
- Canadian Standards Association (CSA).
- Canadian Geotechnical Society (CGS).
- American Society for Testing and Materials (ASTM).

The Consultant shall discuss proposed design loads and structures with Public Works and Government Services Canada before formulating their proposals.

The Consultant shall submit geotechnical proposals for consideration and review by Public Works and Government Services Canada. These proposals shall contain the following information:

- General description of the project. Site characteristics
- Proposed building or structure possible layouts
- Expected geo environmental history of site
- Feasible foundation options
- Extent of geotechnical investigation proposed
- Depth and number of boreholes required
- Other available historical investigation reports for the site.
- Cost of investigation and reports
- Design soil capacity.
- Comparative cost analysis of alternative layouts.
- Recommended layout.

Prior to commencement of working drawings, the Consultant shall submit for consideration by Departmental Representative the following data:

- Design criteria.
- Investigation reports with recommendations
- Site access and dredging and dredge disposal alternatives.
- Design soil capacity.
- Comparative cost analysis of alternative layouts.
- Recommended layout.
- Other relevant information as necessary.

The Consultant shall include on the drawings:

- Design criteria and assumptions.
- Design loads for the structures.
- Foundation design bearing pressures and skin friction as appropriate.

RS1.5 Soils Investigation

A soils report and/or sediment sampling report will be prepared for PWGSC. PWGSC will require the geotechnical consultant to establish what additional soil testing information is required immediately after approval of the concept design. The consultant shall arrange for final soils investigator acceptable to the Department.

RS1.6 Drawings

Drawings shall be produced in accordance with Appendix D, Doing Business with PWGSC Documentation and Deliverables Manual.

RS1.7 Specifications

Specifications in accordance with Appendix D, Doing Business with PWGSC Documentation and Deliverables Manual.

RS1.8 Testing and Inspection

A Departmental Representative may be appointed and engaged by PWGSC to ensure that the work is performed in accordance with Plans and Specifications and to maintain records, for example, the blow counts for each pile, pile toe elevation, etc.

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20201826

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PWL-9-42073

N° CCC / CCC No. / N° VME - FMS

A testing company will be engaged for testing materials used in the works, including environmental testing, where necessary.

RS1.9 As-Built and Record Information

As-built information shall be submitted by the Contractor and shall contain drawings, specifications, shop drawings, submittals, samples, etc. As-built submittals shall be noted as such by the Contractor.

Record drawings and specifications are updated originals prepared by the Consultant based on the information supplied by the Contractor in the as-built.

Provide an Environmental Mitigation Record report for the project.

RS1.10 Work Measurement for Unit Price Contracts

Measure and record quantities of labour and materials involved, if work is based on unit prices, for verification of monthly progress claims and the Final Certificate of Measurement.

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

Record number of workers on site and hours worked daily.

RS1.11 Bid Documents Format

Bid documents format shall be produced in accordance with Appendix D, Doing Business with PWGSC Documentation and Deliverables Manual.

RS 2 SCOPE OF SERVICES

RS 2.1 REQUIRED SERVICES

RS 2.1.1 INVESTIGATIONS, STUDIES AND REPORTS

Note: This Service(s) could consist of (A) a Preliminary Investigation, or (B) a Detailed Investigation, or (C) Special Studies, or any combination, as specified in the Terms of Reference.

RS 2.1.1.A Preliminary Investigation

RS 2.1.1.A.1 Existing data

The Consultant shall:

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

RS 2.1.1.A.2 Data Collection and Analysis

The Consultant shall:

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

RS 2.1.1.A.3 Technical Report, Options and Cost Estimates

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

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

RS 2.1.1.B Detailed Investigation

RS 2.1.1.B.1 Existing data

The Consultant shall:

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

RS 2.1.1.B.2 Data Collection and Analysis

The Consultant shall, unless specified otherwise, carry out data collection and analysis according to RS 2.1.1.A.2:

Specifically, geotechnical site investigation will consist of:

a. Field work

- Drilling sampling
- Excavating test pits and sampling
- Field testing
- Geophysical testing
- Ground water monitoring and testing
- Pile load testing

b. Laboratory work to establish:

- Soil and rock index properties
- Strength and deformation characteristics
- Hydraulic conductivity

RS 2.1.1.B.3 Technical Report, Options and Cost Estimates

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

1. Describes the approach and results of investigations, studies, inspections, surveys, measurements, evaluations;
2. Presents the results of all data analyses and compliance verifications;
3. Provides recommendations for input to the design of the specified built works including but not limited to:

- Type of foundations and optimum founding elevation – Deep or shallow
- Bearing capacity for shallow and deep foundations and an estimate of settlement
- Soil bearing capacities and skin friction values
- Types of deep foundations and suitability to the site – concrete, steel, screw piles etc.
- Types of shallow foundations and suitability to the site
- Methods of foundation installation, construction and retrofit
- Frost protection
- Underground structures
- Stabilization of existing foundation members (e.g. underpinning)
- Excavation in soils and rocks and any limitations due to adverse soil/rock conditions
- Lateral support parameters for earth retaining structures

- Lateral earth retaining structure design options and suitability
- Sheet pile design and depth of embedment
- Mitigating effects of excavation on adjacent structures
- Pavement design of roads and parking lots
- De-watering of excavations
- Slope stability (in soils, embankments and rocks)
- Stability of river banks and scour protection in water bodies
- Seismic parameters
- Soil stabilization/improvement
- Foundation strengthening and seismic retrofit design
- Soil compaction
- Instrumentation

4. Identifies a minimum of 3 options or alternative remedial measures, to deal with deficiencies and meet project requirements;

5. Describes, in broad terms, the pros and cons of each option and how well each one responds to project requirements;

6. Provides Class D estimates (order of magnitude) of engineering and construction costs, including life-cycle costs, associated with each option;

7. Describes, in broad terms, project scheduling implications associated with each option; and

8. Provides recommendation on next steps, additional study needs, etc.

RS 2.1.1.C Special Studies

RS 2.1.1.C.1 Services

The Consultant shall, as required, conduct special studies such as:

- Special dynamic analysis such as ground/foundation response
- Numerical analysis of stresses and deformations (2-D and 3-D) in foundations
- Blasting test
- Site selection
- Slope stability
- Foundation strengthening
- Seismic retrofit
- Sheet pile design and retrofit
- Monitoring requirements

RS 2.1.1.C.2 Technical Report, Options and Cost Estimates

The Consultant shall prepare and submit to the Departmental Representative for approval, a technical report that contains all services as in RS 2.1.1.A.3 applicable to the special study.

RS 2.1.1.D Verification (when RS 2.1.1.A / RS2.1.1.B / RS2.1.1.C has been prepared by Others).As directed by the Departmental Representative, the work below will sometimes be in support of other Consultants contracted separately with the Departmental Representative. In such cases, the Consultant shall first review all previous Preliminary and Detailed investigations on the site, and subsequently propose any further study required to supplement the existing information for the purposes of the subject project.

RS 2.1.1.D.1 Analysis of Project Requirements

The Consultant shall first review all previous Preliminary and Detailed investigations on the site, and subsequently propose any further study required to supplement the existing information for the purposes of the subject project, as listed in RS 2.1.1.A.

RS 2.1.1.D.2 Deliverables

1. Review results of all previous Preliminary and Detailed investigations on the site, and prepare a report summarizing conclusions;
2. Prepare as required, a proposal for any further geotechnical investigation required to supplement the existing information for the purposes of the subject project, as listed in RS 2.1.1.A; and 2.1.1.B
3. Update investigation, if required. Submit for review, revise, re-submit for final approval.
4. Perform Data Collection and Analysis as per RS 2.1.1.B.2
5. Submit Technical Report, Options and Cost Estimate as specified in RS 2.1.1.B.3

RS 2.1.2 CONCEPT DESIGN

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

RS 2.1.2.1 General Requirements

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

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

RS 2.1.2.2 Option Analysis

The Consultant shall:

1. Review the options identified at the Pre-design stage and recommend, for the Departmental Representative's approval, any other option that should be explored and analysed further;
2. For each option to be further explored, as confirmed by the Departmental Representative:
 - complete a detailed analysis and describe how the option responds to project requirements, as well as Client functional needs;
 - explore possible technical and environmental strategies which are viable and have potential for development;
 - identify and quantify potential risks and make contingency recommendations in order to minimize negative cost impacts and adverse impact on user department;
 - advise on alternative procurement and construction strategies to create efficiencies wherever possible;
 - produce class 'C' cost estimates for the various options, including life-cycle costs;
 - assess the impacts the option may have on the Project Implementation Strategy; and schedule including constructability, project phasing and duration.
3. Recommend one option for further Design Development with all supporting background and technical justifications.

RS 2.1.2.3 Concept Design Deliverables

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

1. A detailed option analysis report covering the elements outlined in RS 2.1.2.2 Option Analysis;
2. Concept design drawings of geotechnical elements such as foundations and retaining structures including: plan views, elevations, sections, explanatory sketches and notes, analytical diagrams, construction methods and specifications, etc.;
3. Class C estimates of engineering and construction costs, as well as life-cycle costs, associated with each option; and

4. A preliminary Project Implementation Strategy and Schedule that include, without being limited to, such elements as:

- Key activities and milestones including critical deadlines, delivery items requiring long lead time, etc., that are required for the effective delivery of the project deliverables
- Time frames for submissions, reviews and approvals;
- The co-ordination with work of other disciplines (architectural, structural, mechanical, etc.)
- An assessment of the impacts the various options may have on Project Implementation Strategy and Schedule including constructability, project phasing and duration.

RS 2.1.3 DESIGN DEVELOPMENT

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

RS 2.1.3.1 General Requirements

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

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

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

RS 2.1.3.2 Design Deliverables

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

1. Design development drawings as further described under RS 2.1.3.3;
2. A list of all National Master Specifications (NMS) sections to be used;
3. A Class "B" Construction Cost Estimate based on the Design Development Documents;
4. An updated Cost Plan including an assessment of potential project risks and mitigation measures;
5. Presentation material needed to obtain any design approvals that may be required from government officials, Clients, or any other authorities having jurisdiction; and
6. A detailed Project Implementation Strategy and Schedule that includes, without being limited to, such elements as:

- Key activities and milestones including critical deadlines, delivery items requiring long lead time, etc., that are required for the effective delivery of the project deliverables;
- Time frames for submissions, reviews and approvals;
- Co-ordination with work of other disciplines, as applicable (architectural, structural, etc.);
- Constructability assessment and advice on construction strategy and duration;
- Recommendations on project phasing

RS 2.1.3.3 Design Development Drawings

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

1. Include plans, elevations, sections and perspectives views of all foundation elements and support systems for rock excavation (underground and open) to be detailed in Construction Drawings; embankments, lateral retaining structures, sheet piling etc.

2. Indicate modifications to existing structures or new structural systems, connection details, types of foundation, and all other pertinent details;
3. Identify geotechnical constraints that may affect construction;
4. Present, in the general notes, a summary of the results of any earthquake resistance assessments that may have been done, as well as actions included in the design to improve earthquake resistance; and
5. Include, as required, supporting drawings from other disciplines that may affect the geotechnical design development (e.g. architectural, structural, etc.).

RS 2.1.4 CONSTRUCTION DOCUMENTS, PRE-TENDER CONSTRUCTION COST ESTIMATE AND PROJECT SCHEDULE

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

RS 2.1.4.1 Stages of Document Preparation

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

Stages of Construction Document preparation are defined as follows:

1. 33% indicates technical completeness of all working documents; usually achieved at Conceptual Design stage;
2. 66% indicates substantial technical development of the project - well advanced engineering plans, details, schedules and specifications; usually achieved at Detailed Design development stage;
3. 99% is the submission of complete Construction Documents ready for final technical reviews and approvals; usually achieved at pre-tender stage; and
4. Final Submission incorporates all revisions required in the 99% review and is intended to provide PWGSC with complete Construction Documents for tender call.

RS 2.1.4.2 Document Development and Reviews (all Stages)

The Consultant shall, for each document preparation stage described in RS 2.1.4.1:

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

RS 2.1.4.3 Final Construction Document Submission

The Consultant shall submit:

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

RS 2.1.5 TENDER CALL, BID EVALUATION & CONSTRUCTION CONTRACT AWARD

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

RS 2.1.5.1 Tender Documents

The Departmental Representative shall be responsible for the production of the required number of copies of the tender documents and for such other documents as are necessary for tender call purposes. After acceptance of the final submission of the Construction Documents by the Departmental Representative, the Consultant shall prepare and provide:

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

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

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

RS 2.1.5.2 Tender Call

The Consultant shall:

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

RS 2.1.5.3 Bid Evaluation and Construction Contract Award

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

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

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

RS 2.1.6 CONSTRUCTION & CONTRACT ADMINISTRATION

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

RS 2.1.6.1 Intent

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

RS 2.1.6.2 Construction Schedule

The Consultant shall:

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

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

RS 2.1.6.3 Construction Meetings

The Consultant shall:

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

RS 2.1.6.4 Clarification and Interpretation

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

RS 2.1.6.5 Shop Drawings

The Consultant shall:

1. On behalf of the Departmental Representative, request and obtain from the Contractor all shop drawings as specified in the construction documents;
2. Review in a timely manner the shop drawings provided by the Contractor to determine conformity with the general concept and intent of the construction documents and indicate to the Contractor such conformance with the general concept or lack thereof;
3. Provide the Departmental Representative with one (1) copy when such conformity is confirmed; and
4. On completion of project, forward three (3) copies of reviewed and approved shop drawings to the Departmental Representative. Ensure that shop drawings include the project number and are recorded in sequence.

RS 2.1.6.6 Testing and Inspections

The Consultant shall:

1. Recommend the need for, and review, test reports of materials or construction;
2. Recommend quality assurance testing to be undertaken during construction, evaluate the results and advise the Departmental Representative accordingly;

3. Advise the Departmental Representative when portions of the work must be inspected prior to being covered up. Conduct these inspections in a timely manner at the request of the Departmental Representative;
4. Advise the Departmental Representative when observed material or construction fails to comply with the requirements of the Construction Contract;
5. Assist the Departmental Representative in evaluating invoices from testing firms for services performed; and
6. Typical required services will include (as applicable to the requirements of each Call-Up):
Quality assurance testing and inspections:
 - Foundation Subgrade Inspection
 - Pile DrivingInspection - Load Test
Supervision - Fill
Compaction Testing
 - Pavement Subgrade Testing
 - Field and laboratory testing of soils and rocks
 - Monitoring contaminates soil and groundwater testing and analysis
 - Reinforcement steel inspection before concreting as required
 - Structural steel inspection including welding and bolting inspection and report
 - Concrete core testing
 - Evaluation of concrete mixes and properties for conformance with Construction Documents
 - Survey of foundation and site for conformance to Construction Drawings
 - Slope Stability Monitoring
 - Field Instrumentation-Settlement
 - Blast monitoring during excavation and/or seismic risk analysis
 - Evaluation of instrumentation data
 - Survey of existing buildings and structures prior to and during construction -- -
 - Monitoring - during construction and long-term (e.g. vibration during excavation)
 - Design changes
 - Geotechnical engineering work resulting from changes to the project, such as changes in scope, complexity, diversity or magnitude of the project;
 - Review of design drawings or specifications prepared by others to determine suitability - Review of alternative designs or products after completion of the Contract Documents
 - Review of the Contractor's methods, procedures and construction equipment with respect to the effect on the project;
 - Review of construction methodology and reporting to the owner
 - Evaluation of Contractor's proposed method of foundations, review of shop drawings, shoring, etc
 - Review of alternative designs or products after completion of the Contract Documents
 - Work resulting from corrections or revisions required because of errors or omissions in construction by the Contractor
 - Special specifications - the geotechnical engineer may provide special clauses to be included in the specifications where unusual soil, rock or groundwater conditions exist
 - Design review or field observations of shoring or bracing for excavations and building or underpinning of adjacent structures

RS 2.1.6.7 Site Visits

The Consultant shall:

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

RS 2.1.6.8 Changes to Construction Contract

The Consultant shall:

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

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

RS 2.1.6.9 Contractor's Progress Claim

The Consultant shall on behalf of the Departmental Representative:

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

RS 2.1.6.10 Interim Completion of the Project

The Consultant shall:

1. Review the construction with the Departmental Representative and the Contractor, and record all unacceptable and incomplete work detected;
2. Request from the Contractor, review for completeness and adequacy and provide the Departmental Representative with, all operation and maintenance manuals and any other documents or items to be provided by the Contractor, in accordance with the Construction Contract; and
3. Prepare and submit to the Departmental Representative for approval and processing, and as a basis for payment to the Contractor, an Interim Certificate of Completion as required by the Construction Contract, together with supporting documents properly signed and certified.

RS 2.1.6.11 As-built and Record Drawings

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

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

RS 2.1.6.12 Final Completion of the Project

The Consultant shall:

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

RS 2.1.6.13 Resident Site Services During Construction

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

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

1. Represent the full time or part time presence of the Consultant on the construction site;
2. Inspect and monitor all phases of the construction work, and report any discrepancies to the Departmental Representative for appropriate action;
3. Neither authorize nor request any change in the work which would constitute a change in design or in the value of the contract. Any requests for such changes must be submitted to the Departmental Representative for approval;
4. Verify quantities of materials received on site and record work progress, including photographs as required;
5. Maintain a daily log of inspections and issue a weekly written report to the Consultant for distribution as directed by the Departmental Representative;
6. Prepare other reports or surveys as may be requested by the Departmental Representative through the Consultant; and
7. Supervise installation of instruments which monitor behaviour of the structure during construction and after its completion.
8. Provide report on materials testing, inspection and compaction during construction to the Departmental Representative for quality assurance.

RS 2.1.7 POST-CONSTRUCTION WARRANTY REVIEW

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

The Consultant shall:

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

RS 2.1.8 ADDITIONAL SERVICES

If required, any additional services will be identified at the time of each individual Call-up, and the Consultant will be responsible for the provision and management of these additional services.

These services may include but not limited to the following:

- 1) Topographic and / or Bathymetry survey;
- 2) Underwater Inspection and report;
- 3) Simple Superstructure design and related construction services;
- 4) Minor civil, mechanical, electrical, architectural and landscape services (less than 40% of the call-up value); and
- 5) Contaminated soil testing and report.

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N° de la modif - Amd. No.

Id de l'acheteur - Buyer ID
pwl048

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20201826

File No. - N° du dossier
PWL-9-42073

N° CCC / CCC No. / N° VME - FMS

6) Hydro-geological investigation and study

RS 2.1.9 SUB-CONSULTANT / SPECIALIST COORDINATION

The Consultant shall coordinate and manage the services of sub-Consultants / specialists* required to complete project requirements in support of the requested services under a Call-up.

*Sub-consultants and Specialists refers to consultants outside of those included in the Sub-consultant's Team Identification, attached at Appendix C, and as identified under TP10.2.(d) Disbursements.

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SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

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

SUBMISSION REQUIREMENTS AND EVALUATION

SRE 1 GENERAL INFORMATION

1.1 Reference to the Selection Procedure

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

1.2 Submission of Proposals

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

1.3 Calculation of Total Score

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

Technical Rating x 70%	=	Technical Score (Points)
<u>Price Rating x 30%</u>	=	<u>Price Score (Points)</u>
Total Score		Max. 100 Points

SRE 2 PROPOSAL REQUIREMENTS

2.1 Requirement for Proposal Format

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

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

2.2 Specific Requirements for Proposal Format

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

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

- Covering letter
- Covering page
- Table of Contents
- Tabs / Page Dividers (provided they are free of text and/or graphics)
- Declaration/Certifications Form (Appendix A)
- Integrity Provisions – Required Documentation
- Price Proposal Form (Appendix B)
- Team Identification (Appendix C)
- Front page of the Request for Standing Offer (RFSO) document
- Front page of revision(s) to the RFSO
- Licensing, Certification and Authorization

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

SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION

3.1 MANDATORY REQUIREMENTS

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

3.1.1 Declaration/Certifications Form

Proponents must complete, sign and submit the following:

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

3.1.2 Licensing, Certification or Authorization

The Proponent shall be authorized to provide Civil/Geotechnical Engineering services and must be licensed, or eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the province of Ontario.

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

3.1.3 Integrity Provisions – Required documentation

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

3.1.4 Consultant Team Identification

The consultant team to be identified must include the following: Proponent

(Prime Consultant) - Civil / Geotechnical engineer

Information required - name of firm, key personnel to be assigned to the standing offer for its duration. For the prime and sub-consultant/specialist(s) indicate current professional license and/or how you intend to meet the Ontario provincial licensing requirements without generating any project delays. In the case of a joint venture identify the existing or proposed legal form of the joint venture (refer to General Instructions - Limitation of Submissions).

The consultant team is to be identified in Appendix C - Team Identification.

3.2 RATED REQUIREMENTS

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

3.2.1 Comprehension of the Scope of Services

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

3.2.2 Team Approach / Management of Services

1. *What we are looking for:*
How the team will be organized in its approach and methodology in the delivery of the Required Services.
2. *What the Proponent should provide:*
A description of:
 - a) Roles and responsibilities of key personnel;
 - b) Assignment of the resources and availability of back-up personnel;
 - c) Management and organization (reporting structure);
 - d) The firm's approach to responding to the individual call-ups which will arise as a result of this standing offer;
 - e) The design, investigation, inspection and testing technologies which the firm will apply to develop design documents and facilitate construction;
 - f) Quality control techniques and coordination of the design work between all required disciplines;
 - g) Demonstration of how the team intends to meet the "Project Response Time Requirements";
 - h) Conflict resolution methods.

3.2.3 Past Experience

1. *What we are looking for:*
Demonstration that over at least the past five (5) years, the Proponent has participated in a range of projects requiring a full scope of services in accordance with the Required Services (RS) section. The Proponent's participation in these projects should have involved the scope of services listed in the Required Services (RS) section.
2. *What the Proponent should provide:*
 - a) A brief description of a maximum of three (3) significant projects completed over the last five (5) years by the Proponent;
 - b) For the above projects, include the names of senior personnel and project personnel who were involved as part of the project team and their respective responsibilities, as well as the scope, and budget per discipline;
 - c) Indicate the dates the services were provided for the listed projects;

- d) Scope of services rendered, project objectives, constraints and deliverables; and
 - e) Client references - name, address, phone and fax of client contact at working level. Reference checks may be completed if deemed necessary.
3. The Proponent (as defined in General Instructions GI 1) must possess the knowledge on the above projects. Past project experience from entities other than the Proponent will not be considered in the evaluation unless these entities form part of a joint venture Proponent.
 4. Please indicate those projects which were carried out in joint venture and the responsibilities of each of the involved entities in each project.

3.2.4 Senior Personnel Expertise and Experience

1. *What we are looking for:*
A demonstration that the Proponent has senior personnel in-house with the capability, capacity and expertise in each area listed in the Required Services (RS) section.
2. *What the Proponent should provide: (approximately two (2) pages **per** senior personnel)*
 - a) submit a maximum of two (2) c.v.'s of senior personnel. Each curriculum vitae should clearly indicate the years of experience the senior personnel has in the provision of the services specified in the Required Services (RS) section; and
 - b) Identify the personnel's years of experience, the number of years with the firm; and
 - c) professional accreditation; and
 - d) accomplishments/achievements/awards.
3. In-house personnel means personnel within the Proponent's organization (see definition of Proponent in General Instructions GI 1). Past expertise and experience of personnel not within the Proponent's (or joint venture Proponent's) organization will not be considered in the evaluation.

3.2.5 Project Personnel Expertise and Experience

1. *What we are looking for:*
A demonstration that the Proponent has project personnel in-house with the capability, capacity and expertise to provide the required services and deliverables listed in the Required Services (RS) section.
2. *What the Proponent should provide:*
 - a) submit a maximum of two (2) c.v.'s of project personnel which will perform the majority of the work resulting from the individual Call-ups. Each curriculum vitae should clearly indicate the years of experience the project personnel has in the provision of the services specified in the Required Services (RS) section;
 - b) Identify the personnel's years of experience, the number of years with the firm;
 - c) professional accreditation; and
 - d) accomplishments/achievements/awards.
3. In-house personnel means personnel within the Proponent's organization (see definition of Proponent in General Instructions GI 1). Past expertise and experience of personnel not within the Proponent's (or joint venture Proponent's) organization will not be considered in the evaluation.

3.2.6 Hypothetical Projects

1. *What we are looking for:*

Describe the approach and methodology that you would employ to deliver the project in a general written response only.

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

2. *What the Proponent should provide for each hypothetical project:*

- a) description of the approach and methodology that you would employ to solve the problem;
- b) summary of your proposed work breakdown structure, i.e. scope of work, resources assigned, time schedule, level of effort in terms of number of hours of all identified resources;
- c) appropriateness of assigned resources;
- d) level of effort;
- e) project management approach to working with PWGSC (understanding of PWGSC management structure, CSU/Client environment, standing offer process, working with the government in general);
- f) problem-solving methodology (client involvement, PWGSC involvement, other government agency involvement, creative approaches to solving problems).

Calculation of a fee for the provision of these services is not required.

3. *The Facts:*

When responding to the following hypothetical fact situations, be advised that the hypothetical is to be used for evaluation purposes only. Areas and details in the hypothetical are provided only to give the Proponent sufficient material from which to develop an outline of their approach and methodology to the resolution of the issues.

PROJECT 1

1. Situation

A hundred year old bridge of 50 m span with four lanes of traffic over a stream/river needs to be replaced with a new bridge. The bridge site has history of being used as a railway bridge in the past with a fuel storage tank close to the East abutment and a creosote plant close to the West abutment. The bridge is a major artery connecting a historical neighbourhood to the City centre. There are overhead power lines crossing the stream parallel to the bridge and sewer, water and gas lines criss-crossing the roadway and crossing under the river. The existing bridge does not meet the clearance requirement of current hydrological high flood level as required by the Canadian Highway Bridge Design Code and needs to be raised by one metre necessitating higher bridge embankments and raised roadway profile. Floods in the recent past have caused scouring of the river banks with steep almost vertical slopes. Environmental requirements require minimizing the extent of in-stream works. There is a pathway parallel to the river passing under the bridge on the East bank. Floods have damaged this pathway as well and is in need of restoration for use by bikers and pedestrian traffic. The pathway sits precariously over 3 m above a failing river bank. The site is surrounded by well grown trees and vegetation. There is a historical building at the north east end of the bridge abutment, which may be impacted by the new road grades. The site may have archeological significance due to the history of the location.

A geotechnical and civil engineering study and investigation plan is desired from the Consultant to select the bridge location, foundation, pathway and slope stability repairs.

2. General Requirements

- The bridge project is on a tight timeline for replacement and traffic needs to be maintained during construction.
- The bridge cannot be closed for extended period of time and limited nightly closures may be allowed.
- The new bridge needs to meet the current design code provisions.
- The bridge needs to meet sustainability in design providing safe all weather travel across the river.
- The river banks need to be restored with minimal intrusion into the stream.
- The site has history of contaminants and utilities that needs to be coordinated with investigations and design.
- The raised bridge requires realignment of roadway and regrading.
- A temporary bridge needs to be provided during construction to maintain traffic.
- Some utility relocation may be necessary.

3. Scope of Work

A proposal is sought from the Geotechnical Consultant outlining the detailed plan of action to facilitate the replacement of the bridge foundations, repairs of pathway, river bank stability and temporary bridge construction.

What are the information that need to be gathered and how would they impact in a cross-disciplinary environment? How would you coordinate the geotechnical work with other disciplines? What special precautions and provisions you would include in your investigation program?

Provide conceptual design options for the bridge foundations, river bank stabilization and pathway reinforcement.

What types of investigations would you recommend at which stage of the project and why? How would you help meet budget and schedule constraints?

- Review foundation design
- Review general progress and procedures used by the contractors, including labour and equipment on site.
- Scheduling constraints
- Recommend methods to determine founding conditions directly below the footings
- Solutions to rectify footings founded on wet and possibly disturbed soil
- Recommendations for the construction of piles founded on a denser stratum at 12 m depth which are planned in the next phase.
- Recommendations to solve the issue of lower than specified compressive strength of concrete. Comment on future long term geotechnical problems with the building.

PROJECT 2

1. Situation

A First Nation's community is located at the top of a hill about 20 m high with relatively steep slopes running down to a small stream. There is a 2 km long public pathway along the perimeter of the hill leading into natural ravine for recreational purposes. The pathway is paved, but is showing signs of deterioration with broken pavements and grade subsidence. The pavement is also cracked at several locations. A few residents who own properties next to the pathway have noticed and complained of cracks in the walls and misalignment of wooden deck in their backyard. Repairs of the pathway grade and pavement have been done in the recent past 3 years ago, but the situation seems to have reappeared.

Residents and the community have been demanding a permanent solution and claiming that their properties and their value are at stake due to the cracking and ongoing ground and pavement issues.

What could be the problem and the underlying issues here? What are the investigations and studies you would recommend to be undertaken in order to diagnose the problem and design a permanent solution? What schedule would you recommend for the investigation diagnosis, design and construction phases? How would you use the data to arrive at a conclusion of the possible problems and feasible solutions? How much time and budget would you estimate for the work? What are the other related issues and concerns you would have for the residents and what are the risks involved? A geotechnical and civil engineering study, investigation plan, and a solution design is desired from the Consultant. The Consultant is expected to present at least three feasible solutions to the problem and provide an order of magnitude cost and schedule estimate and a path forward for the future.

2. General Requirements

- The project is sensitive due to its impact to a community and involvement of several residents, hence, due care and attention is required to minimize damages.
- The public pathway needs to be maintained to Accessibility standards to accommodate all users.
- The community and residents are deeply concerned that stop gap measures have been implemented in the past and no permanent fix to the problem has been provided. Hence, a long lasting, sustainable and cost effective solution is desired from the consultant.

3. Scope of Work

A proposal is sought from the Geotechnical Consultant outlining the detailed plan of action to investigate and diagnose the root cause of the problem, design the solution and present three feasible design options with cost and schedule to facilitate the repairs of pathway, houses and embankment.

What information needs to be gathered and how would they impact in a cross-disciplinary environment? How would you coordinate the geotechnical work with other disciplines? What special precautions and provisions you would include in your investigation program to enable you to create three design options?

Provide conceptual design options for the stabilization and pathway reinforcement. Ensure longevity and sustainability of the solution.

3.3 EVALUATION AND RATING

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

Criterion	Weight Factor	Rating	Weighted Rating
Comprehension of the Scope of Services	1.5	0 - 10	0 – 15
Team Approach / Management of Services	1.5	0 - 10	0 – 15
Past Experience	1.5	0 - 10	0 – 15
Senior Personnel Expertise and Experience	2.0	0 - 10	0 – 20
Project Personnel Expertise and Experience	1.5	0 - 10	0 – 15
Hypothetical Project 1	1.0	0 - 10	0 – 10
Hypothetical Project 2	1.0	0 - 10	0 – 10
Total	10.0		0 - 100

Generic Evaluation Table

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

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

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

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

SRE 4 PRICE OF SERVICES

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

All price proposals which are greater than 25 percent above the average price will cause their respective complete proposals to be set aside and receive no further consideration.

The remaining price proposals are rated as follows:

1. The lowest price proposal receives a Price Rating/maximum Score of 30;
2. Other price proposals will receive a Score based on the following formula:

$$\frac{\text{Lowest Price Proposal}}{\text{Proponent Price Proposal}} \times 30 \text{ points} = \text{Price Rating/Score}$$

SRE 5 TOTAL SCORE

Total Scores will be established in accordance with the following:

Rating	Possible Range	% of Total Score	Score (Points)
Technical Rating	0 - 100	70	0 – 70
Price Rating	0 - 100	30	0 – 30
Total Score		100	0 – 100

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

SRE 6 SUBMISSION REQUIREMENTS - CHECKLIST

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

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

- ☐ Declaration / Certifications Form – completed and signed form provided in Appendix A
- ☐ Integrity Provisions – Appendix A, Annex AA - list of directors / owners
- ☐ Integrity Provisions – declaration form (as applicable, pursuant to subsection Declaration of Convicted Offences, of the Integrity Provisions – Proposal section, of the General Instructions)
- ☐ Proposal – 1 original + 3 copies
- ☐ Front page of Request for Standing Offer
- ☐ Front page of Revision(s) to a Request for Standing Offer

In a separate envelope:

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☐ Price Proposal Form
envelope

– one (1) completed and submitted in a separate

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APPENDIX A

Declaration/Certifications Form

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Declaration / Certifications Form (page 1 of 5)

Name of Proponent:

Street Address:

Mailing Address (if different than street address)

City:

City:

Prov./Terr./State:

Prov./Terr./State:

Postal/ZIP Code:

Postal/ZIP Code:

Telephone Number:()

Fax Number: ()

E-Mail:

Procurement Business Number:

Type of Organization

___ Sole Proprietorship

___ Partnership

___ Corporation

___ Joint Venture

Size of Organization

Number of Employees _____

Graduate Architects/ _____

Prof. Engineers: _____

Other Professionals _____

Technical Support _____

Other _____

Declaration / Certifications Form (page 2 of 5)

Federal Contractors Program for Employment Equity - Certification

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

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

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

Complete both A and B.

A. Check one of the following:

- ☐ A1. The Proponent certifies having no work force in Canada.
- ☐ A2. The Proponent certifies being a public sector employer.
- ☐ A3. The Proponent certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- ☐ A4. The Proponent certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Proponent certifies having a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Proponent certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

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

B. Check only one of the following:

- ☐ B1. The Proponent is not a Joint Venture.

OR

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

Declaration / Certifications Form (page 3 of 5)

Former Public Servant (FPS) - Certification

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, proponents must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of proposals is completed, Canada will inform the Proponent of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the proposal non-responsive.

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, proponents agree that the successful Proponent's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of

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the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

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Declaration / Certifications Form (page 4 of 5)

Work Force Adjustment Directive

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

If so, the Proponent must provide the following information:

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

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

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Declaration / Certifications Form (page 5 of 5)

Name of Proponent:

This Declaration forms part of the offer.

Education, Professional Accreditation and Experience:

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

DECLARATION:

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

Name (print): _____

Capacity: _____

Signature _____

Telephone Number: () _____

Fax Number: () _____

E-mail: _____

Date: _____

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

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

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APPENDIX B

Price Proposal Form

APPENDIX B - PRICE PROPOSAL

INSTRUCTIONS

1. Complete price proposal form and submit in a separate sealed envelope, with the Proponent's name, Solicitation Number, and "Price Proposal Form" typed on the outside.
2. Price proposals are not to include Applicable Taxes and will be evaluated in Canadian Dollars.
3. Proponents are not to alter or add information to the form.
4. In order to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to: proponents must provide an hourly rate for each listed position. In the event that the firm consists of fewer personnel than listed, provide an hourly rate that corresponds with each position listed. The hourly rate provided must be equal to or greater than the hourly rate provided for the position listed below it. For example, if the firm does not have an Intermediate Personnel, the hourly rate provided must be equal to or greater than the hourly rate provided for the Junior Personnel. The hourly rate for any given category of personnel cannot be \$0 or nil value. Failure to insert an hourly rate for each position listed will render your proposal non-responsive.
5. In order to ensure that fair and competitive unit prices are received, the following requirements must be strictly adhered to: Proponents must provide a Fixed Hourly Rate for each Unit Price for each Category of Service and must provide a Unit Price for each Laboratory Service. There must be neither \$0 value nor NIL value. Failure to insert an hourly rate and unit price for each category of personnel/service will render your proposal non-responsive.
6. The Fixed Hourly Rates and Unit Prices shall govern in establishing the Total Extended Amounts and/or Subtotals. Any arithmetical errors in this Appendix will be corrected by Canada
7. The hourly rates identified for all disciplines, including sub-consultants and specialists and unit prices for all laboratory services will be for the duration of the Standing Offer.
8. Fixed hourly rates for each Category of Personnel are to be provided in columns B and D and multiplied by the weight factor % in column A (provided for evaluation purpose only). Sub-totals of columns C and E are then multiplied by the identified weight factor % of each period and the results are added for evaluation purposes.
9. **Calculation of Total Evaluated Price**
For this Standing Offer the Total Evaluated Price (Price Proposal) will be established as follows:

	Labour Category Subtotal x 70%
+	Laboratory Services Subtotal x 30%
=	Total Evaluated Price

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ONTARIO REGION

Name of Proponent: _____

Address: _____

1. LABOUR CATEGORY

Category of Personnel	Weight Factor (A)	Fixed Hourly Rate (B)	Total (A X B)
1.1 Project Manager/Principal Engineer	5	\$	\$
1.2 Senior Engineer	20	\$	\$
1.3 Intermediate Engineer	30	\$	\$
1.4 Junior Engineer	15	\$	\$
1.5 Geologist/Hydrogeologist	10	\$	\$
1.6 Technologist	15	\$	\$
1.7 Administrative Support	5	\$	\$
Subtotal for 1. Labour Category	100		\$

2. LABORATORY SERVICES

Category of Service	Unit Price
A. Soils and Aggregates	Cost
2.1 Standard Proctor (6 in. Test, total 6 tests)	\$
2.2 Sieve Analysis (Per Test)	\$
2.3 Hydrometer Analysis (Per Test)	\$
2.4 Water Content (Per Test)	\$
B. Concrete	Cost
2.5 Compressive Strength Tests and Reports (Assume 10 compressive strength test reports, 3 cast cylinder per test)	\$
C. Asphalt	Cost
2.6 Asphalt Content (Per Test)	\$
2.7 Aggregate Gradation (Per Test)	\$
2.8 Full Marshal Compaction and Bulk Density (Per Test)	\$
2.9 Asphalt Air Voids (Per Test)	\$
D. Equipment Rental – Field Testing	Cost
3.0 Drilling (Rig) Mobilization per km (assume 200 km)	\$
3.1 Drilling (Rig) Daily Rental Charges, for two (2) eight (8) hour days	\$

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Subtotal for 2. Laboratory Services (A+B+C+D)	\$
--	----

TOTAL EVALUATED PRICE

	Sub-Total	Weight Factor	Total
1. Labour Category	\$	70	\$
2. Laboratory Services	\$	30	\$
Total Evaluated Price (Price Proposal)			\$

Signature of Consultant or Joint Venture Consultants.

.....
Signature signature

.....
Capacity capacity

.....
Signature signature

.....
. Capacity capacity

END OF PRICE PROPOSAL FORM

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APPENDIX C

TEAM IDENTIFICATION

APPENDIX C

TEAM IDENTIFICATION

INSTRUCTIONS

1. Complete the Consultant Team Identification in the format provided below, including the following information for each identified team member of the Consultant Team; Name, Category Personnel and Provincial Professional Licensing Status.
2. Provide short C.V.s for each identified team member. C.V's should have sufficient detail to explain experience in the respective discipline(s).
3. C.V's provided under Appendix C - Team Identification, will not form part of the evaluation or page limitation identified under the SRE 3.2 Rated Requirements section, and are to appear under the Appendix C section only.

Please note, the SRE 3.2 Rated Requirements section has a separate requirement which includes the provision of C.V's for evaluation purposes (SRE 3.2.4 and 3.2.5).

I. Prime Consultant (Proponent): Civil/Geotechnical Engineer

Firm:

Name

Key Individuals:

1. Name
2. Category of Personnel (i.e. Principal, Senior, Intermediate)
3. Provincial professional licensing status.
.....
.....

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APPENDIX D

DOING BUSINESS WITH PWGSC DOCUMENTATION AND DELIVERABLES MANUAL (see attached)

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APPENDIX E

PERFORMANCE EVALUATION

CONSULTANT PERFORMANCE EVALUATION REPORT FROM

(CPERF)

(see attached)

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The performance of the Consultant during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria: Design, Quality of Results, Management, Time and Cost. Should the Consultant's performance be considered unsatisfactory, the Consultant may be declared ineligible for future contracts. The form PWGSC-TPSGC 2913-1, SELECT - Consultant Performance Evaluation Report

(<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf>), is used to record the performance

APPENDIX F

ONTARIO REGION -

GEOGRAPHIC BOUNDARIES BY COUNTY

REGIONS OF ONTARIO

CENTRAL	EASTERN	SOUTH WESTERN	NORTHERN
Dufferin	Frontenac	Brant	Sault Ste Marie
Durham	Hastings	Bruce	North Bay
Haliburton	Lanark	Elgin	Timmins
Kawartha Lakes	Leeds and Grenville	Essex	Kirkland Lake
Muskoka	Lennox and Addington	Grey	Kenora
Nippising	Prescott and Russell	Haldimand	Fort Frances
Northumberland	Stormont Dundas and Glengarry	Hamilton Wentworth	Red Lake
Peel	Prince Edward	Waterloo	
Peterborough	Renfrew	Wellington	
Simcoe		Halton	
Toronto		Huron	
Victoria		Ken	
York		Lambton	
Cochrane		Middlesex	
Sudbury		Niagara	
Timiskaming		Oxford	
		Perth	
		Manitoulin	
		Algoma	
		Kenora	
		Rainy River	
		Thunder Bay	

Excludes the municipality of Ottawa-Carleton



Doing Business with PWGSC

Documentation and Deliverables Manual



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Revisions

Version	Date	Description
0.1	August 14, 2017	Draft version for consultation.
1.0	January 12, 2018	Original Issuance

1 General

1.1 Effective Date

January 12, 2018

1.2 Authority

This manual is issued by the authority of the Director General, Technical Services, Real Property Branch (RPB), Public Works and Government Services Canada (PWGSC).

1.3 Purpose

This document provides architectural and engineering (A&E) consultants with the requirements for producing deliverables for PWGSC projects in order to ensure a well-documented design process, and facilitate review by PWGSC staff.

1.4 Scope

This document shall apply to design-bid-build projects undertaken by PWGSC on its own behalf as well as for other government departments (OGDs). It is applicable to all regions of PWGSC and can be supplemented with regional addendum.

1.5 Harmonization with Terms of Reference

This document shall be used in conjunction with the project's Project Brief / Terms of Reference (TOR). In case of a conflict between documents, the requirements of the TOR prevail over those of this document.

1.6 Departmental Name Change

In the fall of 2015, Public Works and Government Services Canada (PWGSC) was renamed Public Services and Procurement Canada (PSPC).

This name change is occurring in a phased approach, and for most documents PSPC should be used. However, all contract documents shall use the legal name Public Works and Government Services Canada (PWGSC) until the name has been changed in legislation.

1.7 Terminology

This document utilizes the following terminology:

- “shall” is used to express a requirement, a provision the Consultant is obligated to meet;
- “should” is used to express a recommendation; and
- “may” is used to express an option or that which is permissible within the limits of this document.

1.8 Definitions

Addenda: Changes to the construction documents or tendering procedures, issued during the tendering process.

Construction Documents: The drawings and specifications (including addenda).

Drawings: The graphic means of showing work to be done, as they depict shape, dimension, location, quantity of materials and relationship between building components.

Reports: Written account given of a particular matter after thorough investigation or consideration prepared by the Consultant.

Specifications: Written descriptions of materials and construction processes in relation to quality, colour, pattern, performance and characteristics of materials, installation and quality of work requirements.

2 Construction Documents

2.1 General

This section provides direction to Consultant firms on the preparation of construction documents (namely specifications and drawings) to be submitted to PWGSC for real property projects across Canada.

Specifications, drawings, and addenda shall be complete and clear so that contractors can prepare bids without guesswork.

2.1.1 Principles of PWGSC Contract Documents

Contact documents shall be prepared based on common public procurement principles. PWGSC does not use Canadian Construction Documents Committee (CCDC) documents.

PWGSC is responsible for preparing and issuing the construction contract and the terms and conditions as well as all other related bidding and contractual documents. For detailed information, the standard acquisition clauses and conditions commonly used by PWGSC in the contracting process are available on the buyandsell.gc.ca website.

2.1.2 Translation

When bilingual documents are required in the Terms of Reference, all documentation including drawings, specifications, reports as well as all bidder questions shall be in both official languages.

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

2.1.3 Construction Documents Definitions

Unless otherwise indicated in the Project Brief / Terms of Reference, construction document submissions (33%, 50 or 66%, 99%, and 100% / final) shall meet the definitions outlined below. Further discipline based requirements may be included in the TOR.

- 33%: shall demonstrate general intent of design and compliance and alignment with relevant standards. Summary specification required, but not a full specification.
- 50% or 66%: shall show full system, all components, requirements, and lack only minor details on drawings. Specifications shall be well advanced and contain major work and material requirements and lack only minor details.
- 99%: shall be for final review by PWGSC, lacking no detail and complete with a project specific specification.
- 100% (or final): shall address comments by PWGSC as required, signed and sealed by the responsible design professional in compliance with various provincial jurisdiction requirements, ready for tender.

2.1.4 Quality Assurance

It is the sole responsibility of the Consultant firms to undertake their own quality control process and to review, correct, and coordinate their documents (between disciplines). The Consultant shall also ensure the constructability of their design.

2.1.5 Quality Assurance Deliverables

For every construction document submission (33 %, 50 % or 66 %, 99 % and 100 %), the Consultant shall provide:

- a completed and signed Checklist for the Submission of Construction Documents (see Appendix A); and
- an index as per Appendix B.

2.1.6 Terminology & Quantities

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

Notations such as “verify on site,” “as instructed,” “to match existing,” “example,” “equal to,” “equivalent to,” and “to be determined on site by Departmental Representative” shall not be indicated in specifications nor in drawings, as such wording promotes inaccurate and inflated bids.

Construction documents shall permit bidders to bid accurately. If a precise quantity is impossible to identify (e.g. cracks to be repaired), then provide an estimated quantity for bidding purposes (to be used in conjunction with unit prices). Ensure that the terminology used throughout construction documents is consistent and does not contradict applicable codes and standards.

2.1.7 Units of Measure

All units of measure within drawings and specifications shall be based on the International System of Units (SI).

2.2 Drawings

2.2.1 General

Drawings shall be prepared in accordance with the [PWGSC National CADD Standard](#) and the Canadian Standards Association CSA B78.5-93: *Computer-Aided Design Drafting (Buildings)*. Drawing shall also meet the following criteria:

- dimensions shall be in metric only (no dual dimensioning);
- no trade names present on any drawings; and
- no specification-type notes are on any drawing.

2.2.2 Information to be Included

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

2.2.3 Title Blocks and Revision Notes

PWGSC title block shall be used for drawings and sketches (including addenda).

The percent of drawing completion should be included in the revision notes. Revision notes shall be inputted during design development, but cleared for 100% complete drawing (ready for tender).

2.2.4 Drawing Numbers

Drawings should be numbered in sets according to the type of drawing and the discipline involved as indicated in the following table. The requirements of the *PWGSC National CADD Standard* supersede these requirements, where warranted.

Discipline	Drawing
Demolition	D01, D02, etc.
Architecture	A01, A02, etc.
Civil	C01, C02, etc.
Landscaping	L01, L02, etc.
Mechanical	M01, M02, etc.
Electrical	E01, E02, etc.
Structural	S01, S02, etc.
Interior Design	ID01, ID02, etc.

2.2.5 Presentation Requirements

Present the drawings in sets, providing the applicable demolition, site plan, civil, landscaping, architecture, structural, mechanical, and electrical drawings in that order. All drawings should be of uniform standard size.

2.2.6 Legends

Provide a legend of symbols, abbreviations, references, etc., on the front sheet of each set of drawings, or in the case of large sets of drawings, provided the legend immediately after the title sheet and index sheets.

2.2.7 Schedules and Tables

Where schedules or tables occupy entire sheets, locate them at the back of each set of drawings for convenient reference.

2.2.8 North Arrow

Include a north arrow on all plans. Orient all plans in the same direction for easy cross-referencing. Wherever possible, lay out plans so that the north point is at the top of the sheet.

2.2.9 Drawing Symbols

Follow generally accepted drawing conventions, understandable by the construction trades and in accordance with PWGSC publications.

2.2.10 As-Built Drawings

As-built drawings are official record drawings and shall represent as constructed conditions including location and size of equipment, devices, plumbing lines, mechanical and electrical equipment, structural elements etc. As-built drawings shall be updated in CAD, handwritten notes are not acceptable.

2.2.11 Submission Format

Unless otherwise stated in the Terms of Reference, drawing submissions shall be in electronic and hard copy format.

2.2.11.1 Drawing Hard Copy Deliverable Format

Drawing submitted in hard copy shall be:

- printed to scale with black lines on white paper;
- bound with staple or other means into sets, where presentations exceed 50 sheets, the drawings for each discipline may be bound separately for convenience and ease of handling; and
- of a paper size as agreed to with the Departmental Representative.

2.2.11.2 Drawing Electronic Copy Deliverable Format

Drawing submitted electronically shall be provided:

- without password protection or printing restrictions;
- in two formats:
 - PDF/E-1 (in compliance with ISO 24517-1);
 - .dwg format; and
- in accordance with Appendix D.

2.3 Building Information Modelling (BIM)

PWGSC is committed to using non-proprietary or “OpenBIM” standards. As such, the Consultant is not required to use any specific proprietary software format. For the sake of legacy information quality, the Consultant shall use the international standards of interoperability for BIM (IFC) in all cases where models are submitted. Consultants shall work with software that is compliant to this standard.

Where used, BIM shall not replace the submission requirements outlined by this document. Rather, consultants shall submit models in addition requirements outlined herein.

Where BIM is used, models and modelled information shall be submitted in the following two formats:

- .native (whichever format is native to the Modelling software used by the Consultant);
- .ifc (Industry Foundation Classification – IFC4 – [ISO 16739:2013](#)); and

All Modelled Information, and Model Information Exchanges shall conform to:

- Project-specific requirements, such as they are laid out in the Project Execution Plan, Project Documentation and Model Element Table; and
- The project-identified BIM Standards & Guidelines.

Models for electronic submissions shall be organized as per Appendix D.

2.4 Specifications

2.4.1 National Master Specification

Specifications prepared for PWGSC shall follow the most current version of the [National Master Specification \(NMS\)](#) format offered by the National Research Council.

The Consultant has overriding responsibility for the content of construction project specifications. For each specification, he or she shall edit, amend, and supplement the NMS template as deemed necessary to produce an appropriate project specification free of conflict and ambiguity. The Consultant should refer to the latest *NMS User's Guide* and *NMS Development Guide* issued by the National Research Council for further guidance on using the NMS.

2.4.2 Index

Specifications shall include an index which list all specification sections, including numbers of pages, as well as the division and section names in the format shown in Appendix B.

2.4.3 Specification Organization

Narrow scope sections describing single units of work should be used for complex work. Broad scope sections may be used for less complex work. The Consultant shall use consistently for the entire specification either the NMS 1/3 page format, the NMS 2/3-page format or the Construction Specifications Canada (CSC) full-page format.

Start each section on a new right hand page and show the PWGSC project number, NMS section title, NMS section number, page number, and specification date on each page. The project title, and Consultant's name are not to be indicated.

2.4.4 Standards

Code and standard references in the NMS may not be up to date, the Consultant shall ensure that the project specification use the current applicable edition of all references quoted.

2.4.5 Specifying Materials

Specifications should make use of generic names in referencing construction materials. The Consultant should refer to the latest version of the *NMS Development Guide* issued by the National Research Council for further details. The term "Acceptable Manufacturers" shall not be used, as this restricts competition and does not ensure the actual material or product will be acceptable.

2.4.5.1 Alternate Products and Materials

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

2.4.5.2 Sole Sourcing

Sole sourcing of materials and/or work is only allowed in exceptional and justifiable circumstances. Prior to including sole source materials and/or work, the Consultant shall contact the Departmental Representative to obtain approval for the sole sourcing. Consultants shall provide proper justification for all individual sole source requirements.

Sole sourcing for materials and work may be required when performing work on existing proprietary systems, such as fire alarm systems, building automation systems (BAS) etc.

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

Designated Contractor

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

Wording for the sole source of building automation system should be in Part 1 as follows:

Designated Contractor

- .1 Retain the services of [_____] or its authorized representative to complete the work of all building automation system sections.

Wording for the sole source of building automation system should be in Part 2 as follows:

Materials

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

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

Acceptable Materials

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

2.4.6 Measurement for Payment

The measurement for payment shall be provided in lump sum or unit prices.

2.4.6.1 Unit Prices

Unit prices should only be used in instances where the quantity can only be roughly estimated (e.g. earth work). The approval of the Departmental Representative shall be sought in advance of their use. In each applicable NMS section where unit prices are used, add new or replace paragraph title “Measurement for Payment” with “Unit Prices.” and use the following wording:

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

Provide a unit price table, sample shown below, to designate the work to which a unit price arrangement applies. The table shall include:

- the price per unit and the estimated total price for each item listed;
- a complete description of each type of work covered; and
- items as described in the referenced specification section.

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity	Price per Unit GST/HST extra	Estimated Total Price GST / HST extra
TOTAL ESTIMATED AMOUNT						

2.4.7 Cash Allowances

Construction documents shall be complete and contain all of the requirements for the contractual work. Cash allowances are to be used only under exceptional circumstances (i.e. utility companies, municipalities), where no other method of specifying pricing is appropriate.

To include cash allowances, obtain approval from the Departmental Representative in advance, and use Section 01 21 00 – Allowances of the NMS to specify the criteria.

2.4.8 Warranties

The 12-month warranty period specified in PWGSC’s standard acquisition clauses and conditions with regard to the contract should typically be retained as is. Extended warranties should only be used where experience has shown that serious defects are likely to appear after expiry of the standard one-year warranty period. When necessary to extend beyond the 12 month warranty period,

use the following wording in Part 1 of the applicable technical sections, under the heading “Extended Warranty”:

For the work of this Section [____], the 12 month warranty period is extended to [____] months.

Where the extended warranty is intended to apply to a particular part of a specification section, modify the previous text as follows:

For [____], the 12 month warranty period is extended to [____] months.

2.4.9 Miscellaneous Requirements

Paragraphs noted as “Scope of Work” shall not be included. Within Part 1 – General of specifications, the paragraphs “Summary” and “Section Includes” shall not be utilized.

2.4.10 Specification Coordination

All sections of the specifications shall be coordinated, including the “Related Sections” portion of specifications and appendices. References to non-existent sections shall not be present within the specifications.

2.4.11 Regional Guide

The Consultant should contact the Departmental Representative to obtain the region’s requirements for Division 01 (General Requirements) or other short-form specifications as appropriate.

2.4.12 Health and Safety

All project specifications are required to include Section 01 35 29 – Health and Safety Requirements. Confirm with the Departmental Representative to determine if there are any instructions to meet regional requirements.

2.4.13 Subsurface Investigation Reports

If required, subsurface investigation report(s) shall be included after Section 31, and the following paragraph added to Section 31:

Subsurface Investigation Report(s)

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

If the Departmental Representative determines that it is not practical to include the subsurface investigation report(s), alternate instructions will be provided.

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

In addition to providing the subsurface investigation report(s), the foundation information required by the current *National Building Code of Canada* (Division C, Part 2, 2.2.4.6) shall be included on foundation drawings.

2.4.14 Prequalification and Pre-Award Submissions

Do not include in the specifications any mandatory contractor and/or subcontractor prequalification or pre-award submission requirements that could become a contract award condition. If a

prequalification process or a pre-award submission is required, contact the Departmental Representative.

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

2.4.15 Contracting Issues

Specifications describe the workmanship and quality of the work and shall not contain any contracting issues. Division 00 of the NMS is not used by PWGSC, except for the Seals page 00 01 07 and the Table of Contents 00 01 10. In specifications, remove all references to the following:

- general instructions to bidders;
- general conditions;
- Canadian Construction Documents Committee (CCDC) documents;
- priority of documents;
- security clauses and clearances;
- terms of payment or holdback;
- the tendering process;
- bonding requirements;
- insurance requirements;
- alternative and separate pricing;
- site visits (mandatory or optional); and
- the release of lien and deficiency holdbacks.

2.4.16 Specification Submission Format

Unless otherwise stated in the Terms of Reference, specification submissions shall be in electronic and hard copy format.

2.4.16.1 Specification Hard Copy Deliverable Format

Specifications submitted in hard copy shall be printed on both sides of 216 mm x 280 mm white bond paper.

2.4.16.2 Specification Electronic Copy Deliverable Format

Specifications submitted electronically shall be:

- provided in PDF/A (in compliance with ISO 19005) format, without password protection and printing restrictions; and
- in accordance with Appendix D.

2.5 Addenda

2.5.1 Format

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

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

No Consultant information (name, address, phone #, Consultant project #, etc.) should appear in addenda or their attachments (except on sketches).

2.5.2 Content

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

Where there are many or major changes to a section or drawing, consider deleting the entire section or drawing and replacing it with a new version.

3 Cost Estimates

3.1 Cost Estimates Submission Formats

3.1.1 Format

Construction cost estimates for projects shall be prepared in the elemental analysis format, which is in accordance with the latest edition issued by the Canadian Institute of Quantity Surveyors (CIQS) for all PWGSC regions excluding Quebec. Within Quebec region the cost estimates shall be prepared in the Unifomat II format.

3.1.2 Contents

All cost estimates shall contain the following:

- introduction narrative complete with an outline description of the cost estimate basis;
- description of information obtained and used in the cost estimate including the date received;
- listing of notable inclusions;
- listing of notable exclusions;
- listing of items/issues carrying significant risk;
- summary of the itemized cost estimate;
- itemized breakdown of cost estimate by elemental analysis for Class B, C, and D; and
- itemized breakdown of costs estimate in both elemental analysis and National Master Specification division format for Class A, including measured quantities, unit rate pricings and amounts for each item of work.

Allowances, if deemed necessary by Consultant, shall contain the following:

- design allowance to cover unforeseen items during design phase;
- escalation allowance for changes in market conditions between the date of the cost estimate and the date tender is called;
- construction allowance to cover unforeseen items during construction; and
- the basis of calculations of the above allowances.

3.2 Classes of Cost Estimates for Construction Projects

PWGSC applies a detailed, four-level classification using the terms Class A, B, C and D. Apply these estimate classifications at the project stages as defined in the TOR. For projects required to be submitted to Treasury Board (TB) for approval: an indicative estimate shall be at least a Class D and a Substantive Estimate shall be at least a Class B.

3.2.1 Class D (Indicative) Estimate

Based upon a comprehensive statement of requirements, an outline of potential solutions and/or functional program, this estimate is to provide an indication of the final project cost that will enable ranking to be made for all the options being considered. This cost estimate shall be prepared in elemental analysis format. The level of accuracy of a Class D cost estimate shall be such that no more than a 20% design allowance is required.

3.2.2 Class C Estimate

Based on schematic/conceptual design and/or comprehensive list of project requirements, this estimate shall be adequately detailed and shall be sufficient for making the correct investment decision. This cost estimate shall be based on measured quantities of all items of work and prepared

in elemental analysis format. The level of accuracy of a Class C cost estimate shall be such that no more than a 15% design allowance is required.

3.2.3 Class B (Substantive) Estimate

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

This cost estimate shall be based on measured quantities of all items of work and prepared in elemental analysis format. The level of accuracy of a Class B cost estimate shall be such that no more than a 10% design allowance is required.

3.2.4 Class A (Pre-Tender) Estimate

Based on completed construction drawings and specifications prepared prior to calling competitive tenders, this estimate shall be sufficient to allow a detailed reconciliation and/or negotiation with any contractor's tender submission. This cost estimate shall be based on fully measured quantities of all items of work and prepared in both elemental analysis and Trade division format as per MasterFormat™. The level of accuracy of a Class A cost estimate shall be such that no more than a 5% design allowance is required.

4 Project Schedules

4.1 Schedule Format

Project schedules shall be submitted in the .mpp file extension (compatible with MS Project). The schedule shall include:

- major and minor milestones;
- activities representing discrete elements of work assigned to one person which:
 - are named using verb-noun combination (i.e. Review Design Development Report);
 - contain realistic durations in days;
- project logic linking activities with appropriate relationships finish-start (FS), finish-finish (FF), start-start (SS); and
- Identification of the critical path activities.

4.2 Progress Report

The progress report shall detail the progress of each activity up to the date of the report. It shall also include any logic changes made, both historic and planned; projections of progress and completion; as well as the actual start and finish dates of all activities being monitored.

The contents of each progress report will vary depending on the requirements at each project phase. A progress report should include:

- an executive summary;
- a narrative report;
- a variance report;
- a criticality report;
- an exception report (as required);
- the master schedule with cash flow projections; and
- the detailed project schedule (network diagram or bar charts).

4.2.1 Executive Summary

The executive summary should provide a synopsis of narrative, variance, criticality and exception report, and is not to exceed one page.

4.2.2 Narrative Report

The project narrative shall detail the work performed to date, comparing work progress to planned, and presenting current forecasts. This report should summarize the progress to date, explaining current and possible deviations and delays and the required actions to resolve delays and problems with respect to the Detailed Schedule, and Critical Paths.

4.2.3 Variance Report

The variance report, with supporting schedule documentation, should detail the work performed to date and compare work progress to work planned. It should summarize the progress to date and explain all causes of deviations and delays and the required actions to resolve delays and problems with respect to the detailed schedule and critical paths. The variance report shall be presented in the following format:

Paper size: Letter
Paper format: Portrait
Title format: Project Title, Report Type, Print Date, Data Date, Revision Block
Body text: Narratives for each report to match other reports
Columns: Activity ID, Activity Name, Planned Finish, Revised Finish, Variance, Activity % Complete

4.2.4 Criticality Report

The criticality report identifies all activities and milestones with negative, zero, and up to five days' Total Float. It is used as a first sort for ready identification of the critical paths, or near-critical paths, through the entire project. The criticality report shall be presented in the following format:

Paper size: Letter
Orientation: Portrait
Title format: Project Title, Report Type, Print Date, Data Date, Revision Block
Body text: Narratives for each report to match other reports
Columns: Activity ID, Activity Name, Duration, Start, Finish, Activity % Complete, Total Float

4.2.5 Exception Report

The exception report shall be provided when unforeseen or critical issues arise. The Consultant shall advise the Departmental Representative and submit the details and proposed solutions in the form of an exception report. The report shall include sufficient description and detail to clearly identify:

- scope changes, including identifying the nature, reason, and total impact of all identified and potential project scope changes affecting the project;
- delays and accelerations, including identifying the nature, reason, and total impact of all identified and potential duration variations; and
- options enabling a return to the project baseline, including Identifying the nature and potential effects of all proposed options for returning the project within the baselined duration.

The exception report shall be provided in the following format:

Paper size: Letter
Orientation: Portrait
Title format: Project Title, Report Type, Print Date, Data Date, Revision
Body text: Narrative to match other reports

Paper size: Letter
Orientation: Landscape
Title format: Project Title, Report Type, Print Date, Data Date, Revision
Columns: Activity ID, Activity Name, Duration, Remaining Duration, Start, Finish, Total Float

4.2.6 Master Schedule

A master schedule including cash projection shall be provided in the following format:

Paper size: 11X17
Orientation: Landscape
Columns: Activity ID, Activity Name, Duration, Activity % Complete, Start, Finish,
Total Float
Footer format: Project Title, Report Type, Print Date, Data Date, Revision Block
Sorting: Early Start, then Early Finish, then Activity ID based on the WBS.

4.2.7 Detailed Project Schedule

A detailed project schedule shall be provided along with a network diagram or bar charts in the following format:

Paper size: 11X17
Orientation: Landscape
Columns: Activity ID, Activity Name, Duration, Activity % Complete, Start, Finish,
Total Float
Footer format: Project Title, Report Type, Print Date, Data Date, Revision Block
Sorting: Early Start, then Early Finish, then Activity ID based on the WBS.

Appendix A Checklist for the Submission of Construction Documents

Date:	
Project Title:	Project Location:
Project Number:	Contract Number:
Consultant's Name:	PWGSC Departmental Representative
Review Stage (stages may vary at discretion of project team): 33% <input type="checkbox"/> 50% or 66% <input type="checkbox"/> 99% <input type="checkbox"/> 100% <input type="checkbox"/>	

Drawings\Design			
Item	Verified by	Explanations	Action By
1 Index			
1a The index shows a complete listing of drawing titles and numbers.			
2 Title Blocks			
2a The title block is as per the <i>PWGSC National CADD Standard</i> .			
3 Units			
3a All units of measure are metric.			
4 Trade Names			
4a Trade names are not used.			
5 Specification Notes			
5a There are no specification-type notes.			
6 Terminology			
6a The term "Departmental Representative" is used instead of "Engineer," "PWGSC," "Owner," "Consultant," or "Architect."			
6b Notations such as "verify on site," "as instructed," "to match existing," "example," "equal to," "equivalent to," and "to be determined on site by" are not used.			
7 Information to be included			
7a The project quantities, configurations, dimensions, and construction details are included.			
7b References to future work and elements not in the tender documents do not appear or are kept to an absolute minimum and clearly marked.			

Drawings\Design			
Item	Verified by	Explanations	Action By
8 Quality Assurance			
8a Coordination review of the design between various disciplines has been completed by the Consultant.			
8b Constructability review of design has been performed.			
9 Signing and Sealing			
9a Every final drawing bears the seal and signature of the responsible design professional in compliance with various provincial jurisdiction requirements.			

Specifications			
Item	Verified by	Explanations	Action by
1 National Master Specification			
1a The current edition of the National Master Specification (NMS) has been used.			
1b Sections have been included for all work identified on drawings and sections have been edited.			
2 Index			
2a The index shows a complete list of specifications sections with the correct number of pages.			
3 Organization			
3a Either the NMS 1/3- or 2/3-page format or the Construction Specifications Canada full-page format is used consistently for the entire specifications.			
3b Each section starts on a new page and the project number, section title, section number, page number and date is shown on each page.			
3c The Consultant's name is not indicated.			
4 Terminology			
4a The term "Departmental Representative" is used instead of "Engineer," "PWGSC," "Owner," "Consultant," or "Architect."			
4b Notations such as "verify on site," "as instructed," "to match existing," "example," "equal to," "equivalent to," and "to be determined on site by" are not used.			
5 Dimensions			
5a Dimensions are provided in metric only.			
6 Standards			
6a The current edition of all references quoted is used.			
7 Specifications Materials			
7a The method of specifying materials uses recognized standards. Actual brand names and model numbers are not specified.			
7b Materials are specified using standards and performance criteria.			

Specifications			
Item	Verified by	Explanations	Action by
7c Non-restrictive, non-trade name "prescription" or "performance" specifications are used throughout.			
7d The term "Acceptable Manufacturers" is not used.			
7e No sole sourcing has been used.			
7f If sole sourcing has been used, the correct wording has been used and a justification, estimate, and specification have been provided to the Departmental Representative for the sole-sourced products.			
8 Measurement for Payment			
8a Unit prices are used only for work that is difficult to estimate.			
9 Cash Allowances			
9a No cash allowances have been used or if they have, approval from the Departmental Representative has been received.			
10 Miscellaneous Requirements			
10a No paragraphs noted as "Scope of Work" are included.			
10b In Part 1 - General of any section, the paragraphs "Summary" and "Section Includes" are not used.			
11 Specification Coordination			
11a The list of related sections and appendices are coordinated.			
12 Health and Safety			
12a Section 01 35 29.06 – Health and Safety Requirements is included.			
13 Subsurface Investigation Reports			
13a Subsurface investigation reports are included after Section 31.			
14 Prequalifications			
14a There are no mandatory contractor and/or subcontractor prequalification requirements or references to certificates, transcripts, licence numbers of a trade or subcontractor, or other such documentation or item included in the bid.			

Specifications			
Item	Verified by	Explanations	Action by
15 Contracting Issues			
15a Contracting issues do not appear in the specifications.			
15b Division 00 of the NMS is not used except 00 01 07 (Seals Page) and 00 01 10 (Table of Contents).			
16 Quality Assurance			
16a There are no specification clauses with square brackets “[]” or lines “—” indicating that the document is incomplete or missing information.			
17 Signing and Sealing			
17a Every final specification bears the seal and signature of the responsible design professional as required. Seals and signatures shall be shown in NMS section 00 01 07.			

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

Consultant's Representative: _____

Firm name: _____

Signature: _____ Date: _____

Appendix B Drawings and Specifications Table of Contents Template

B.1 General

List all drawings by number and title.

For specifications, list all divisions, sections (by number and title), and the number of pages in each section.

B.2 Sample Table of Contents

Project No: _____ **Table of Contents** **Index**
Page 1 of _____

DRAWINGS:

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

SPECIFICATIONS:

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

Appendix C Addenda Formatting Template

C.1 Instructions

To re-issue a drawing with an addendum:

- indicate the drawing number and title; and
- list the changes or indicate the revision number and date.

To re-issue a specification with an addendum:

- indicate the section number and title; and
- list all changes (i.e. deletions, additions, and replacements) by article or paragraph.

The addendum, drawings and specifications should be sent as separate files.

C.2 Sample Addendum

Date: _____

Addendum Number: _____

Project Number: _____

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

DRAWINGS:

- 1 A1 Architecture
.1

SPECIFICATIONS:

- 1 Section 01 00 10 – General Instructions
 - .1 Delete article (xx) entirely.
 - .2 Refer to paragraph (xx.x),
delete the following: ...
and replace with the following: ...
- 2 Section 23 05 00 – Common Work Results - Mechanical
 - .1 Add new article (x) as follows:

Appendix D Directory Structure and Naming Convention Standards for Construction Tender Documents

D.1 Electronic Submissions

Electronic submittals of drawings, specification and models shall be in the following format unless otherwise specified in the Terms of Reference or instructed by the Departmental Representative:

- On media burned to read only memory (ROM) on either CD-ROM or DVD+R where:
 - CD-ROMs comply with ISO 9660:1988 standards;
 - DVD+Rs are 4.7 GB, single-sided, single-layer and comply with ISO/IEC 17344:2006 standards;
 - media is “closed” upon completion of burning; and
 - media is usable in such a way that files may be accessed and copied from it.

If BIM model size is greater than storage capacity of a DVD, refer to Terms of Reference or contact the Departmental Representative for transmission instructions.

Some projects may require the Consultant to upload files to an electronic system outlined in the Terms of Reference or as instructed by the Departmental Representative.

D.2 Directory Structure

D.2.1 1st Tier Subfolder

The 1st tier of the directory structure shall be “Project #####” where ##### represents each digit of the Project Number. The Project Number must always be used to name the 1st tier folder and it is always required. Free text can be added following the Project Number, to include such things as a brief description or the project title.

D.2.2 2nd Tier Subfolder

The 2nd tier of the directory structure shall consist of: “Bilingual - Bilingue”, “English” and “Français” folders. The folders of the 2nd tier cannot be given any other names since the Government Electronic Tendering System (GETS) uses these names for validation purposes. At least one of the “Bilingual - Bilingue”, “English” and “Français” folders is always required, and these must always have one of the applicable subfolders of the 3rd tier.

D.2.3 3rd Tier Subfolder

The 3rd tier of the directory structure shall consist of: “Drawings - Dessins”, “Drawings”, “Models”, “Specifications”, “Reports”, “Dessins”, “Modèles”, “Devis” and “Rapports”. The folders of the 3rd tier cannot be given any other names since GETS also uses these names for validation purposes. There must be always at least one of the applicable 3rd tier folder in each document.

D.2.4 4th Tier Subfolder - Drawings

The 4th-tier subfolders for Drawings should reflect the various disciplines of the set of drawings. Because the order of appearance of the subfolders on the screen will also determine the order of printing, it is necessary to start with a number the identification name of the subfolders in the “Drawings – Dessins”, “Drawings” and “Dessins” folders. The first subfolder must be always reserved for the Title Page and/or the List of Drawings unless the first drawing of the set is an actual numbered discipline drawing.

The 4th tier “Drawings” and “Dessins” folder shall follow the naming convention:

- Y

Where:

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

Y = the title of the folder Example: 03 – Mechanical

For the “Drawings - Dessins” folder:

= Y - Z

Where:

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

Y = the English title of the folder

Z = the French title of the folder

Example:

04 - Electrical – Électrique

The numbering of the 4th tier subfolders is for sorting purposes only and is not tied to a specific discipline. For example, “Architecture” could be numbered 05 for a project where there is four other disciplines before “Architecture” in the set of drawings or 01 in another project where it’s the first discipline appearing in the set.

The order of the drawings shall be the same as in the hard copy set. GETS will sort each drawing for both screen display and printing as per the following rules:

- The alphanumerical sorting is done on an ascending order;
- The alphanumerical order of the subfolders determines the order of appearance on the screen as well as the order of printing (as an example: all the drawing PDF files in the 01 sub-older will be printed in alphanumerical order before the drawings in the 02 sub- folder etc.);

Each drawing PDF file within each subfolder will also be sorted alphanumerically. This will determine the order of appearance on the screen as well as the order of printing (i.e. Drawing A001 will be printed before Drawing A002, Drawing M02 before Drawing M03, etc.).

D.2.5 4th-Tier Subfolders for Specifications

The “Specifications” and “Devis” folders must have 4th tier subfolders created to reflect the various elements of the specifications. Because the order of appearance of the subfolders on the screen will also determine the order of printing, it is necessary to start with a number the identification name of the subfolders in the “Specifications” and “Devis” folders.

The 4th tier subfolders for specifications must adhere to the following standard naming convention for the “Specifications” and “Devis” folders:

- Y

Where:

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

Y = the title of the folder

Example:

02 – Divisions

Numbering of the 4th tier subfolders is for sorting purposes only and is not tied to an element of the specifications.

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

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

D.2.6 Directory Structure Example

The following is an example of the directory structure for the tender document, refer to previous sections for requirements, and use only sections applicable to the given project:

```
Project #####
  Bilingual – Bilingue
    Drawings – Dessins
      01 - Drawing List – Liste des dessins
      02 – Demolition – Démolition
      03 – Architecture – Architectural
      04 – Civil – Civil
      05 – Landscaping - Aménagement paysager
      06 – Mechanical – Mécanique
      07 – Electrical – Électricité
      08 – Structural - Structural
      09 – Interior Design – Aménagement intérieur
  English
    Drawings
      01 - Drawing List
      02 – Demolition
      03 – Architecture
      04 – Civil
      05 – Landscaping
      06 – Mechanical
      07 – Electrical
      08 – Structural
      09 – Interior Design
    ...
    Models
    Specifications
      01 – Index
      02 – Divisions
      03 – Appendices
    Reports
  Français
    Dessins
    Modèles
    Devis
    Rapports
```

D.3 Naming Convention for PDF Files

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

D.3.1 Drawing File Names

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

X### - Y

Where:

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

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

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

Example:

A001 - First Floor Details

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

The following important points about drawings are to be noted:

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

D.3.2 Specifications

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

D.3.3 Documents Other Than Specifications Divisions

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

- Y

Where:

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

Y = Name of the document

Example:

01 – Drawings and Specifications Index

D.3.4 Specifications Divisions

The specifications divisions must be named as follows:

Division ## - Y

Where:

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

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

Example:

Division 05 – Metals

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

D.4 Media Label

The CD-ROM or DVD+R shall be labeled with the following information:

Project Number / Numéro de projet

Project Title / Titre du projet

Documents for Tender / Documents pour appel d'offres

Disk X of/de X

Example:

Project 123456 / Projet 123456

Repair Alexandra Bridge / Réparation du pont Alexandra

Documents for Tender / Documents pour appel d'offres

Disk 1 of/de 1



SELECT - CONSULTANT PERFORMANCE EVALUATION REPORT FORM (CPEF)
SELECT - FORMULAIRE DU RAPPORT D'ÉVALUATION DU RENDEMENT DE L'EXPERT-CONSEIL (FREREC)

Contract Number - N° du contrat	Project Number - N° du projet	Client Reference Number - N° de référence du client
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Description of work - Description des travaux

Firm's Name - Nom de l'entreprise

Firm's Address - Adresse de l'entreprise

Project Manager - Gestionnaire de projet		Contract Information - Information sur le contrat	
Name - Nom		Contract Award Amount Montant du marché adjugé	Contract Award Date Date de l'adjudication du marché
Telephone No. - N° de téléphone	Fax No. - N° de télécopieur	Final Amount - Montant Final	Contract Completion Date Date d'achèvement du contrat
Cell No. - N° de cellulaire			
E-Mail Address - Adresse électronique		No. of Amendments - Nombre de modifications	

DESIGN - CONCEPTION	Category - Catégorie	Scale Échelle	Points Pointage
This is the rating of the quality of the design. Voici l'évaluation de la qualité de la conception.	Unacceptable - Inacceptable	0 - 5	<input type="text"/> <input type="checkbox"/> N/A S/O
	Not Satisfactory - Non satisfaisant	6 - 10	
	Satisfactory - Satisfaisant	11 - 16	
	Superior - Supérieur	17 - 20	
QUALITY OF RESULTS - QUALITÉ DES RÉSULTATS			
This is the rating of the quality of not only the final deliverable but also the deliverables throughout the various stages of the project. Voici l'évaluation de la qualité du produit final, mais aussi des produits à livrer aux diverses étapes du projet.	Unacceptable - Inacceptable	0 - 5	<input type="text"/> <input type="checkbox"/> N/A S/O
	Not Satisfactory - Non satisfaisant	6 - 10	
	Satisfactory - Satisfaisant	11 - 16	
	Superior - Supérieur	17 - 20	
MANAGEMENT - GESTION			
This is the rating of how the project was managed including the project delivery, and overall consultant services. Voici l'évaluation de la façon dont le projet a été géré, y compris l'exécution du projet et la prestation de l'ensemble des services d'expert-conseil.	Unacceptable - Inacceptable	0 - 5	<input type="text"/> <input type="checkbox"/> N/A S/O
	Not Satisfactory - Non satisfaisant	6 - 10	
	Satisfactory - Satisfaisant	11 - 16	
	Superior - Supérieur	17 - 20	
TIME - DÉLAIS			
This is the rating of time planning and schedule control. Voici l'évaluation de la planification du temps et du contrôle du calendrier.	Unacceptable - Inacceptable	0 - 5	<input type="text"/> <input type="checkbox"/> N/A S/O
	Late - En retard	6 - 10	
	On time - À temps	11 - 16	
	Ahead of Schedule - En avance sur le calendrier	17 - 20	
COST - COÛT			
This is the rating of the quality of cost planning and control during the life of the project. Voici l'évaluation de la qualité de la planification et du contrôle des coûts pendant la durée du projet.	Unacceptable - Inacceptable	0 - 5	<input type="text"/> <input type="checkbox"/> N/A S/O
	Not Satisfactory - Non satisfaisant	6 - 10	
	Satisfactory - Satisfaisant	11 - 16	
	Superior - Supérieur	17 - 20	
Total points Total du pointage			0 / 100

Comments - Commentaires

PWGSC TPSGC	Name - Nom	Title - Titre	Signature	Date
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INSTRUCTIONS AND ADDITIONAL INFORMATION (SELECT - Consultant Performance Evaluation Report)
INSTRUCTIONS ET RENSEIGNEMENTS SUPPLÉMENTAIRES (SELECT - Rapport d'évaluation du rendement de l'expert-conseil)

DESIGN - CONCEPTION

The following items should be considered:

- Understanding of the project objectives and constraints
- Thoroughness of and logical approach in problem analysis and exploration of alternatives
- Appropriateness of concept and sensitivity to context (physical and non-physical, image, site, geography, function, client, etc.)
- Functional/technical requirements: effectiveness of concept in providing for functional and technical requirements, including flexibility and expansion
- Aesthetic/spatial qualities and/or engineering "elegance"
- Functional performance for users: efficiency, safety, comfort and convenience, ease of operation and maintenance including engineering and architectural support elements/services
- Building science and engineering technology: equipment and construction systems, materials selections and detailing conducive to efficient construction and good life-cycle performance/economics; judgment in balancing between use of new technology vs. reliance on proven technology

Il faut tenir compte des éléments suivants :

- Compréhension des objectifs et des contraintes du projet
- Rigueur de l'analyse des problèmes et de l'approche logique utilisée et recherche de solutions de rechange
- Pertinence du concept et sensibilité au contexte (physique et non physique, image, site, géographie, fonction, client, etc.)
- Exigences fonctionnelles et techniques : efficacité du concept pour répondre aux exigences fonctionnelles et techniques, y compris la souplesse et l'expansion
- Qualités relatives à l'esthétique et à l'espace et/ou «élégance» technique
- Rendement fonctionnel pour les utilisateurs : efficacité, sécurité, confort, commodité, facilité de fonctionnement et d'entretien, y compris les éléments ou services de soutien à l'architecture et au génie
- Science du bâtiment et techniques de l'ingénieur : équipement et procédés de construction, sélection et description des matériaux favorisant la construction efficace et un bon rapport rendement/prix pendant la durée de vie; jugement pour équilibrer l'utilisation de nouvelles technologies et de technologies éprouvées

QUALITY OF RESULTS - QUALITÉS DES RÉSULTATS

The following items should be considered:

- Responsiveness to PWGSC/Client input
- Coverage of all aspects of process (all technical issues addressed, approval authorities, departmental procedures, etc.)
- Quality of studies including: comprehensive investigation work, logical analysis, firm and substantiated recommendations, clarity of presentation
- Quality of working documents (completeness, accuracy, co-ordination)
- Quality control on construction
- Contract administration - correctness, timeliness

Il faut tenir compte des éléments suivants :

- Réceptivité aux suggestions de TPSGC et du client
- Traitement de tous les aspects du processus (toutes les questions techniques, les pouvoirs d'approbation, les procédures ministérielles, etc.)
- Qualité des études, y compris : examen complet des travaux à effectuer, analyse logique, recommandations fermes et justifiées, clarté de la présentation
- Qualité des documents de travail (complets, exacts et coordonnés)
- Contrôle de la qualité relative à la construction
- Administration du contrat - exactitude, rapidité

MANAGEMENT - GESTION

The extent to which the firm takes charge of and effectively manages the work has a direct effect on the inputs required of PWGSC. Consideration should be given to:

- Delivery of a comprehensive, reliable and effective service in a responsive, orderly and "surprise free" manner
- Appropriate understanding of the Consultant role, within the context of PWGSC's operating environment and objectives and of the needs of the project
- Application of initiative, judgement and attentiveness in providing services
- Management of Consultant team: leadership, efficiency, fairness, and ensuring proper level of service
- Co-ordination of sub-consultants, if applicable
- Sensitivity of external factors: awareness of current conditions in the building industry and in the local community, and use of this information for the benefit of the project

La mesure dans laquelle l'entrepreneur assume efficacement la gestion des travaux a une incidence directe sur les services qu'on attend de TPSGC. Il faut tenir compte des éléments suivants :

- Prestation d'un service complet, fiable et efficace de façon souple, ordonnée et «sans surprise»
- Bonne compréhension du rôle de l'expert-conseil dans le contexte de l'environnement opérationnel de TPSGC et compte tenu des objectifs et des impératifs du projet
- Initiative, jugement et attention dans la fourniture des services
- Gestion de l'équipe d'experts-conseils : leadership, efficacité, équité et prestation d'un niveau de service adéquat
- Coordination du travail des sous-expert-conseil, s'il y a lieu
- Sensibilité aux facteurs externes : connaissance des conditions actuelles dans l'industrie du bâtiment et dans la collectivité locale et utilisation de cette connaissance dans l'intérêt du projet

TIME - DÉLAIS

For the purpose of evaluating the firm's time performance, consideration must be given to conditions beyond the firm's control including PWGSC / Contractor / Client Performance. The Project Manager is to consider whether the following was provided:

- Timely and accurate progress reporting
- On-schedule delivery of services in every stage

En ce qui a trait à l'évaluation du respect des délais par l'entreprise, il faut tenir compte des conditions indépendantes de la volonté de celle-ci, y compris du rendement de TPSGC, de l'entrepreneur et du client. Le gestionnaire de projet doit évaluer si les éléments suivants ont été fournis :

- Présentation de rapports d'avancement précis dans les délais prescrits
- Prestation des services dans les délais requis à toutes les étapes

COST - COÛT

The following items should be considered:

- Management of the design development within cost plan
- Timeliness of estimating and cost plan monitoring
- Final project estimate vs. Actual (established at award)
- Application of value engineering to design decisions, if applicable
- Appropriate balance of cost between estimate elements

Il faut tenir compte des éléments suivants :

- Gestion de l'élaboration de la conception dans le cadre du plan financier
- Rapidité de l'estimation et surveillance du respect du plan financier
- Estimation finale par rapport à l'estimation actuelle (faite au moment de l'attribution du contrat)
- Application de l'ingénierie de la valeur aux décisions de conception, s'il y a lieu
- Bon équilibre des coûts entre les éléments de l'estimation