



**Request for Tenders**  
**01B46-13-0055**

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**To: Agriculture and Agri-Food Canada (AAFC)**

**Project Title:**

**Hydraulic Elevator Modernization Project**

At: the Greenhouse and Processing Crops Research Center in Harrow, Ontario

Tenders **must** be received **by: 2:00 PM**, Eastern Daylight Time

***On: August 29th, 2013*** at the following address:

Agriculture and Agri-Food Canada

Corporate Management Branch  
Assets Team – Eastern Service Centre

**TENDER RECEIVING UNIT**

2001 University St., Suite 671-TEN  
Montreal, QC  
H3A 3N2

**Note: Tenders received at a location other than this one  
will be rejected.**

Request for Tenders

01B46-13-0055

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## -INSTRUCTIONS TO TENDERERS

- Invitation** 1. Sealed tenders will be received up to the local time, on the date, and at the location indicated on the Tender Form, for the construction of the described works.
- Information on Site Conditions** 2. Each tenderer must fully inform themselves of the conditions relating to the work to be performed and shall inspect the site and be thoroughly familiar with the Plans Specifications and all terms and covenants of the tender documents. Failure to do so will not relieve the successful tenderer of their obligations to enter into the contract and to carry out the work for the consideration as set forth in their offer.
- Pre-Tender Meeting** 3. A pre-tender information meeting, followed by a site visit is scheduled for 10:00 am, August 20th, 2013 at the Greenhouse and Processing Crops Research Centre located on 2585 County Road 20, Harrow, Ontario. Tenderers are requested to be present at the reception desk at least 10 minutes prior to the meeting. No other pre-tender meeting will be scheduled during the tender process. Attendance by interested tenderers is non-mandatory.
- Explanations and Modifications** 4. Tenderers will be asked to sign the attendance sheet during the visit. All bids received from tenderers that have not signed the attendance sheet will be discarded.
- Any explanation desired by tenderers regarding the meaning or interpretation of the tender documents must be requested in writing and with sufficient time allowed for a reply to reach them before the submission of their tenders. Verbal explanations or instructions given before the award of the contract will not be binding. Any request for explanation must be directed ONLY to the Contracting Authority named below:
- Ms Carol Rahal  
Agriculture and Agri-Food Canada  
2001 University, 671 -TEN  
Montreal, Quebec  
Telephone : 514 315-6143  
Facsimile : 514 283-3143  
[carol.rahall@agr.gc.ca](mailto:carol.rahall@agr.gc.ca)
- Canada reserves the right to revise or amend the tender documents prior to the date set for opening tenders. Such revisions and amendments, if any, will be announced by an addendum or addenda to the documents.
- Tenderers are required to acknowledge receipt of all addenda to the tender documents on the Tender Form in the space provided. Failure to acknowledge all addenda may cause the tender to be rejected.
- Tender Security** 5. Tenders must be accompanied by security having one of the following three forms :
- (a) A Bid Bond generally in the form prescribed in Appendix "1" of the Instructions annexed hereto, executed by the tenderer and a Surety named in Appendix "4" in the Instructions annexed hereto, in the amount of 10% of the total tender.
- or alternatively**
- (b) A Security Deposit in an amount of 10% of the amount of the tender to a value of \$250,000.00, plus 5% of the amount by which the amount of the tender exceeds \$250,000.00. The Security Deposit shall take the form of either
- (i) a certified cheque payable to the Receiver General for Canada as follows :
- (A) certified cheques drawn on chartered banks, including Canadian branches of foreign banks, are acceptable as security deposits without confirmation,
- (B) certified cheques drawn on Province of Alberta Treasury Branches are acceptable as security deposits without confirmation,
- (C) certified cheques, drawn on trust companies or credit unions,



provided as tender and/or contract security must be accompanied by a written statement from the institution on which the cheque is drawn that the institution :

- if a trust company, is a member of the Canadian Payments Association;
- if a credit union, is a member of a central which is a member of the Canadian Payments Association, or is itself a member either individually or through a provincial central;

or

- (ii) bonds of the Government of Canada or unconditionally guaranteed as to principal and interest by the Government of Canada, if such bonds are :

- (A) payable to bearer,
- (B) accompanied by a duly executed instrument of transfer to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations, or
- (C) registered as to principal or as to principal and interest in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations.

**or alternatively**

- (c) An irrevocable bid support Letter of Credit in the form prescribed in Appendix "5" of the Instructions annexed hereto, in the amount of not less than 10% of the total tender.

**Preparation of  
Tenders**

6. Tenders must be submitted on the printed form provided and must be accompanied by tender security of a form described in the immediately preceding paragraph 4.

The Tender Form provides for quotation of prices only on the scheduled items. Tenderers must quote on each item in the Unit Price Table, and failure to do so may disqualify the tender. Alternative tenders will not be considered unless specifically called for. Any alteration or additions to the pre-printed part of the Tender Form may be cause to reject the tender.

Tenders shall be submitted in sealed envelopes. The following information shall be clearly marked on the outside of the envelope :

- (i) it is a tender,
- (ii) the name of the project,
- (iii) the name and address of the tenderer.

Telegraphic or facsimile tenders will not be considered. Modifications by letter, telegraph or facsimile (514 283-3143) of tenders already submitted will be considered if received prior to the time fixed for receipt of tenders; such modifications **must only state** :

- (i) the item or items to be modified,
- (ii) the amount each item is to be modified,
- (iii) the total amount of the modification.

However, such modifications by letter, telegram or facsimile shall not reveal the amount of the original or the revised total tender.

**Signature of  
Tender Form**

7. (a) Tenders must be properly completed in full compliance with the requirements indicated herein.





- (b) The signature of persons tendering must be in their respective handwriting.
- (c) The tenderer, or the person or persons duly authorized to sign on their behalf, must initial and date each and every correction, change, erasure or alteration contained in the completed tender.
- (d) LIMITED COMPANY: If the tender is made by a limited, the tender must be signed in the name of the company by the authorised signing officers should be printed in the spaces provided therefore
- (e) PARTNERSHIP: If the tender is made by a partnership, the tender must be signed in the name of the partnership by the authorised signing officer(s) of the partnership. In addition, the name of the partnership and the name(s) and title(s) of the signing officer(s) should be printed in the spaces provided therefore.
- (f) SOLE PROPRIETORSHIP: If the tender is made by an individual carrying on business as a non-limited company using their own name, a name other than their own or a firm name, the tender must be signed by the individual of the authorized signing officer(s) of the firm. . In addition, the name of the individual or of the firm and the name(s) of the signing officer(s) should be printed in the spaces provided therefore.

**Withdrawal  
Of Tenders**

8. Tenders may be withdrawn on written, telegraphic or facsimile ((514) 283-3143) request received from tenders prior to the time fixed for receipt of tenders. Negligence on the part of the tender in preparing the tender confers no right for the tender after it has been opened.

**Rejection of  
Tenders**

9. Canada reserves the right to reject any and all tenders when such rejection is in the interest of Canada.

**Award of  
Contract**

10. The contract will be awarded as soon as possible after tenders are received, provided that the lowest or any tender will not necessarily be accepted. All tender security may be held until a contract is awarded, or if no contract is awarded, until so decided by the Minister or his/ her representative.

**Contract  
Security**

11. The Contractor whose tender is accepted will be required to furnish to the Minister Contract Security in accordance with the conditions as outlined in Appendix "F", entitled "Contract Security Conditions".

When provided, any Performance Bond and Labour and Material Payment Bond shall be in the form prescribed in Appendices "2" and "3" respectively of the Instructions annexed hereto. These Bonds must be issued by one or more of the Sureties named in Appendix "4" of the Instructions annexed hereto.

When provided, any Irrevocable Contract Support Letter of Credit shall be in the form provided in Appendix "5".

Upon approval of the Minister, a Performance Bond and a Labour and Material Payment bond in the form prescribed above, executed by the successful tenderer and approved Surety, or alternatively, an Irrevocable Contract Support Letter of Credit, may be substituted for the Security Deposit deposited as tender security.

**Approved  
Equals**

12. Requests for "Approved Equals" shall be made in writing and shall be received at least seven (7) working days prior to tender closing.

**Goods and  
Services  
Tax (GST)**

13. For the purpose of establishing the amount of taxes that are to be included in the tender price, the Tenderer must take into account all applicable taxes.

The Goods and Services Tax (GST), implemented January 1, 1991, is NOT to be considered an applicable tax for purposes of this tender.

Any amount to be levied in respect of the GST will be billed as a separate item with each request for progress payment submitted by the Contractor. The GST levy will be paid to the Contractor in addition to the amount approved by the Engineer for work performed under the



contract and will, therefore, not affect the amount of the contract. The Contractor's GST registration number must be shown on all requests for progress payments. No GST levy will be paid to the Contractor if the Contractor does not have a GST registration number.

The Contractor will be required to make the appropriate remittance to Revenue Canada in accordance with the legislation.

**Income Tax  
Requirement**

14. Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable contracts (including contracts involving a mix of goods and services) must be reported on a T4A supplementary slip. To comply with this requirement, contractors are required to provide certification on the form shown in Appendix "6" in the Instructions annexed hereto within fourteen (14) calendar days of notification of contract award and within fourteen (14) calendar days immediately following any change to the information already provided under the Contract.



## APPENDIX "1" OF INSTRUCTIONS TO TENDERERS

### BID BOND

Bond No. : \_\_\_\_\_

Amount: \_\_\_\_\_ \$

KNOW ALL MEN BY THESE PRESENTS, that

as Principal, hereinafter called the Principal, and

as Surety, hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto Her Majesty the Queen in Right of Canada, Represented by the Minister of Agriculture and Agri-Food as Obligee, hereinafter called the Crown, in the amount of \_\_\_\_\_ dollars ( \$ \_\_\_\_\_), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, the Principal has submitted a written tender to the Crown, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if:

- (a) the Principal, should his tender be accepted within the period be specified by the Crown, or, if no period be specified, within sixty (60) days after closing date of the tender, does execute within a period specified by the Crown, or, if no period be specified therein, within fourteen (14) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the tender as accepted, and does furnish a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract price and satisfactory to the Crown, or other security acceptable to the Crown, or
- (b) the Principal does pay to the Crown the difference between the amount of the Principal's tender and the amount of the Contract entered into by the Crown for the work, supplies and services which were specified in the said tender, if the latter amount be in excess of the former, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that the Surety and the Principal shall not be liable to the Crown for an amount greater than the amount specified in this bond.

PROVIDED FURTHER that the Surety shall not be subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED  
in the presence of :

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety

**Note: Affix Corporate seal, if applicable.**



## APPENDIX "2" OF INSTRUCTIONS TO TENDERERS

### PERFORMANCE BOND

Bond No. : \_\_\_\_\_

Amount: \_\_\_\_\_ \$

KNOW ALL MEN BY THESE PRESENTS, that

as Principal, hereinafter called the Principal, and

as Surety, hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto Her Majesty the Queen in Right of Canada, Represented by the Minister of Agriculture and Agri-Food as Obligee, hereinafter called the Crown, in the amount of : \_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, the Principal has submitted a written tender to the Crown, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well and faithfully observe and perform all the obligations on the part of the Principal to be observed and performed in connection with the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) Whenever the Principal shall be, and declared by the Crown to be, in default under the Contract, the Surety shall
  - (a) if the work is not taken out of the Principal's hands, remedy the default of the Principal,
  - (b) if the work is taken out of the Principal's hands and the Crown directs the Surety to undertake the completion of the work, complete the work in accordance with the Contract provided that if a contract is entered into for the completion of the work
    - (i) it shall be between the Surety and the Completing Contractor, and
    - (ii) the selection of such completing contractor shall be subject to the approval of the Crown,
  - (c) if the work is taken out of the Principal's hands and the Crown, after reasonable notice to the Surety, does not direct the Surety to undertake the completion of the work, assume the financial responsibility for the cost of completion in excess of the moneys available to the Crown under the Contract,
  - (d) be liable for and pay all the excess costs of completion of the Contract, and
  - (e) not be entitled to any Contract moneys earned by the Principal, up to the date of his default on the Contract and any holdbacks relating to such earned Contract moneys held by the Crown, and the liability of the Surety under this Bond shall remain unchanged provided, however, and without restricting the generality of the foregoing, upon the completion of the Contract to the satisfaction of the Crown, any Contract moneys earned by the Principal or holdbacks related thereto held by the Crown may be paid to the Surety by the Crown.
- (2) The Surety shall not be liable for a greater sum than the amount specified in this Bond.
- (3) No suit or action shall be instituted by the Crown herein against the Surety pursuant to these presents after the expiration of two (2) years from the date on which final payment under the Contract is payable.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and first above written.

SIGNED, SEALED AND DELIVERED  
in the presence of :

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

**Note: Affix Corporate seal if applicable.**



## APPENDIX "3" OF INSTRUCTIONS TO TENDERERS

### LABOUR AND MATERIAL PAYMENT BOND

Bond No. : \_\_\_\_\_

Amount: \_\_\_\_\_ \$

KNOW ALL MEN BY THESE PRESENTS, that

as Principal, hereinafter called the Principal, and

as Surety, hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto Her Majesty the Queen in Right of Canada, Represented by the Minister of Agriculture and Agri-Food as Oblige, hereinafter called the Crown, in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WHEREAS, the Principal has submitted a written tender to the Crown, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, for

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if payment is promptly made to all Claimants who have performed labour or services or supplied material in connection with the Contract and any and all duly authorized modifications and extensions of the Contract that may hereafter be made, notice of which modifications and extensions to the Surety being hereby waived, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions :

- (1) For the purpose of this bond, a Claimant is defined as one having a direct contract with the Principal or any Sub-Contractor of the Principal for labour, material or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone services or rental of equipment (but excluding rental of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract.
- (2) For the purpose of this Bond, no payment is required to be made in respect of a claim for payment for labour or services performed or material supplied in connection with the Contract that represents a capital expenditure, overhead or general administration costs incurred by the Principal during the currency or in respect of the Contract.
- (3) The Principal and the Surety hereby jointly and severally agree with the Crown that if any Claimant has not been paid as provided for under the terms of his contract with the Principal or a Sub-Contractor of the Principal before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's labour or service was done or performed or materials were supplied by such Claimant, the Crown may sue on this bond, have the right to prosecute the suit to final judgment for such sum or sums as may be due and have execution thereon; and such right of the Crown is assigned by virtue of Part VIII of the Financial Administration Act to such Claimant.
- (4) For the purpose of this bond the liability of the Surety and the Principal to make payment to any claimant not having a contract directly with the Principal shall be limited to that amount which the Principal would have been obliged to pay to such claimant had the provisions of the applicable provincial or territorial legislation on lien or privileges been applicable to the work. A claimant need not comply with provisions of such legislation setting out steps by way of notice, registration or otherwise as might have been necessary to preserve or perfect any claim for lien or privilege which the claimant might have had. Any such claimant shall be entitled to pursue a claim and to recover judgment hereunder subject to the terms and notification provisions of the Bond.



- (5) Any material change in the Contract between the Principal and the Crown shall not prejudice the rights or interest of any Claimant under this Bond who is not instrumental in bringing about or has not caused such change.
- (6) No suit or action shall be commenced hereunder by any Claimant:
- (a) Unless such Claimant shall have given written notice within the time limits hereinafter set forth to the Principal and the Surety above named, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal and the Surety at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the Contract is located. Such notice shall be given
    - (i) in respect of any claim for the amount or any portion thereof required to be held back from the Claimant by the Principal or by the Sub-Contractor of the Principal under either the terms of the Claimant's Contract with the Principal or the Claimant's Contract with the Sub-Contractor of the Principal within one hundred and twenty (120) days after such Claimant should have been paid in full under this Contract,
    - (ii) in respect of any claim other than for the holdback or portion thereof referred to above within one hundred and twenty (120) days after the date upon which such Claimant did or performed the last of the service, work or labour or furnished the last of the materials for which such claim is made under the Claimant's Contract with the Principal or a Sub-Contractor of the Principal,
  - (b) After the expiration of one (1) year following the date on which the Principal ceased work on the said Contract, including work performed under the guarantees provided in the Contract,
  - (c) Other than in a court of competent jurisdiction in the province or district of Canada in which the subject matter of the Contract or any part thereof is situated and not elsewhere, and the parties hereto hereby agree to submit to the jurisdiction of such court.
- (7) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.
- (8) The Surety shall not be entitled to claim any moneys relating to the Contract and the liability of the Surety under this Bond shall remain unchanged and, without restricting the generality of the foregoing, the Surety shall pay all valid claims of Claimants under this Bond before any moneys relating to the Contract held by the Crown are paid to the Surety by the Crown.
- (9) The Surety shall not be liable for a greater sum than the amount specified in this bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and first above written.

SIGNED, SEALED AND DELIVERED  
in the presence of :

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Witness

**Note:** Affix Corporate seal, if applicable.



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## APPENDIX "4" OF INSTRUCTIONS TO TENDERERS

### LIST OF COMPANIES WHOSE GUARANTEE BONDS ARE ACCEPTABLE BY GOVERNMENT OF CANADA

#### 1. Canadian Companies

ACE INA Insurance  
Allstate Insurance Company of Canada  
Ascentus Insurance Ltd. (Surety only)  
Aviva Insurance Company of Canada  
AXA Insurance (Canada)  
AXA Pacific Insurance Company  
Canadian Northern Shield Insurance Company  
Certas Direct Insurance Company (Surety only)  
Chartis Insurance Company of Canada (formerly AIG Commercial Insurance Company of Canada)  
Chubb Insurance Company of Canada  
Commonwealth Insurance Company  
Co-operators General Insurance Company  
CUMIS General Insurance Company  
The Dominion of Canada General Insurance Company  
Echelon General Insurance Company (Surety only)  
Economical Mutual Insurance Company  
Elite Insurance Company  
Everest Insurance Company of Canada  
Federated Insurance Company of Canada  
Federation Insurance Company of Canada  
Gore Mutual Insurance Company  
Grain Insurance and Guarantee Company  
The Guarantee Company of North America  
Industrial Alliance Pacific General Insurance Corporation  
Intact Insurance Company  
Jevco Insurance Company (Surety only)  
Lombard General Insurance Company of Canada  
Lombard Insurance Company  
Markel Insurance Company of Canada  
The Missisquoi Insurance Company  
The Nordic Insurance Company of Canada  
The North Waterloo Farmers Mutual Insurance Company (Fidelity only)  
Novex Insurance Company (Fidelity only)  
The Personal Insurance Company  
Pilot Insurance Company  
Quebec Assurance Company  
Royal & Sun Alliance Insurance Company of Canada  
Saskatchewan Mutual Insurance Company  
Scottish & York Insurance Co. Limited  
The Sovereign General Insurance Company  
TD General Insurance Company  
Temple Insurance Company  
Traders General Insurance Company  
Travelers Guarantee Company of Canada  
Trisura Guarantee Insurance Company  
The Wawanesa Mutual Insurance Company  
Waterloo Insurance Company  
Western Assurance Company  
Western Surety Company



## 2. Provincial Companies

Surety bonds issued by the following companies may be accepted provided that the contract of suretyship was executed in a province in which the company is licensed to do business as indicated in brackets.

AXA Boreal Insurance Company (P.E.I., N.B., Que., Ont., Man., B.C.)  
AXA Boreal Insurance Company (P.E.I., N.B., Que., Ont., Man., B.C.)  
ALPHA, Compagnie d'Assurances Inc. (Que.)  
Canada West Insurance Company (Ont., Man., Sask., Alta., B.C., N.W.T.) (Surety only)  
The Canadian Union Assurance Company (Que.)  
La Capitale General Insurance Inc. (Nfld. & Lab., N.S., P.E.I., Que.(Surety only), Man., Sask., Alta., B.C., Nun., N.W.T., Yuk.)  
Coachman Insurance Company (Ont.)  
Continental Casualty Company (Nfld. & Lab., N.S., P.E.I., N.B., Que., Ont., Man., Sask., Alta., B.C., Nun., N.W.T., Yuk.)  
GCAN Insurance Company (Nfld. & Lab., N.S., P.E.I., N.B., Que., Ont., Man., Sask., Alta., B.C., Nun., N.W.T., Yuk.)  
The Insurance Company of Prince Edward Island (N.S., P.E.I., N.B.)  
Kingsway General Insurance Company (N.S., N.B., Que., Ont., Man., Sask., Alta., and B.C.)  
Liberty Mutual Insurance Company (Nfld. & Lab., N.S., P.E.I., N.B., Que., Ont., Man., Sask., Alta., B.C., Nun., N.W.T., Yuk.)  
Manitoba Public Insurance Corporation (Man.)  
Norgroupe Assurance Générales Inc.  
Orleans General Insurance Company (N.B., Que., Ont.)  
Saskatchewan Government Insurance Office (Sask.)  
SGI CANADA Insurance Services Ltd. (Ont., Man., Sask., Alta.)  
L'Unique General Insurance Inc. (Nfld. & Lab., N.S., P.E.I., N.B., Que.(Surety only), Ont.(Surety only), Man., Sask., Alta., B.C.(Surety only), Nun., N.W.T., Yuk.)

## 3. Foreign Companies

Aspen Insurance UK Limited  
Compagnie Française d'Assurance pour le Commerce Extérieur (Fidelity only)  
Eagle Star Insurance Company Limited  
Ecclesiastical Insurance Office Public Limited Company (Fidelity only)  
Lloyd's Underwriters  
Mitsui Sumitomo Insurance Company, Limited  
NIPPONKOA Insurance Company, Limited  
Sompo Japan Insurance Inc.  
Tokio Marine & Nichido Fire Insurance Co., Ltd.  
XL Insurance Company Limited (Surety only)  
Zurich Insurance Company Ltd

**Revised - September, 2010**





## APPENDIX "5" OF INSTRUCTIONS TO TENDERERS

Use of Irrevocable Letters of Credit for Tender or Contract Security for Federal Government Contracts.

### 1. Definitions

For the purpose of these instructions:

- 1.1 a Letter of Credit means any arrangement, however named or described, whereby a financial institution, acting at the request and on the instructions of a Contractor, or on its own behalf, is to make a payment to or to the order of Her Majesty, as the beneficiary, or is to accept and pay bills of exchange drawn by Her Majesty, provided that the terms and conditions of the letter of credit are complied with.
- 1.2 a Bid Support Letter of Credit is a letter of credit pursuant to which demand may be made if the proposed Contractor refuses or fails to enter into a written contract in accordance with the terms and conditions of the bid or fails to provide the required contract security.
- 1.3 a Contract Support Letter of Credit is a letter of credit pursuant to which demand may be made if the Contractor, having entered into a contract with Her Majesty, does not perform the contract in accordance with the terms and conditions of that contract.
- 1.4 the expression "Member of the Canadian Payments Association", is defined in the Canadian Payments Association Act.
- 1.5 the expression "UCP" means the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication No. 500.

### 2. Form of Letter of Credit

2.1 A letter of credit shall:

- (a) clearly specify that it is irrevocable or is deemed to be irrevocable pursuant to article 6 (c) of the UCP;
- (b) be issued by a financial institution which is a member of the Canadian Payments Association or issued by a financial institution confirmed by a financial institution that is a member of the Canadian Payments Association;
- (c) state the face amount which may be drawn against it;
- (d) state its expiry date (date to be 60 days beyond the specified contract completion date);
- (e) provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her officer;
- (f) provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the Letter of Credit;
- (g) provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication No. 500.



3. Payment of a Letter of Credit

3.1 After an offer is accepted within the specified time after the closing date for bidding, and if the contractor

refuses to enter into the contract or refuses or is unable to furnish any required contract security or contract support letter of credit, Her Majesty may demand payment under the bid support letter of credit in accordance with its terms. Proceeds from the letter of credit shall be applied in accordance with the terms and conditions governing the bid solicitation.

3.2 During the performance of a contract, if the contractor does not comply with all the terms and conditions of the contract, Her Majesty may demand payment under the contract support letter of credit in accordance with its terms. Proceeds from the letter of credit shall be applied in accordance with the terms and conditions of the contract.



## APPENDIX "6" OF INSTRUCTIONS TO TENDERERS

The Contractor shall complete and submit this T4-A Certification within fourteen (14) calendar days of Notification of Contract award and within fourteen (14) calendar days immediately following any change to the information already provided under the Contract. Failure to provide this information or failure to provide the correct information shall result in a fundamental breach of the Contract.

1. **The Contractor shall enter a [ x ] in one of the boxes below opposite the description that best describes its status.**

- ☐ A business incorporated either federally or provincially;  
☐ An unincorporated business, either as a sole proprietor or a partnership; or  
☐ An individual.

**Note:** The information provided in Section 2 must correspond with that provided in Section 1.

**Corporate or unincorporated business or individual's name:** \_\_\_\_\_

Street Name or Box #: \_\_\_\_\_

City, Town or Village: \_\_\_\_\_

Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_

2. **Contractor shall complete Section 2(a) or 2(b) or 2(c), whichever is applicable to its situation.**

- (a) If incorporated:

Business Number (BN): \_\_\_\_\_, or  
GST / HST Number: \_\_\_\_\_, or  
T2 Corporation Tax Number (T2N): \_\_\_\_\_, whichever is applicable

- (b) If unincorporated:

Social Insurance Number (SIN): \_\_\_\_\_, and  
Business Number (BN): \_\_\_\_\_, or  
GST / HST Number: \_\_\_\_\_, whichever is applicable

**Note:** The Unincorporated Business Name must be the same as the name associated with the Revenue Canada Business Number or the GST Number.

- (c) If individual:

Social Insurance Number (SIN): \_\_\_\_\_, and  
Business Number (BN): \_\_\_\_\_, or  
GST / HST Number: \_\_\_\_\_, whichever is applicable

**Note:** The Individual's Name must be the same as the name associated with the Social Insurance Number.

3. **WE HEREBY CERTIFY that I/We have examined the information provided above, including the legal name, address and Revenue Canada identifier (SIN, BN, GST / HST No., T2N), as applicable, and that it is correct and complete, and fully discloses my/our identification.**

\_\_\_\_\_  
Contractor's signature

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
Date



## Appendix "A"

### SPECIFICATIONS

Please note:

- 1) Specification 1.16 / Occupied building
  - a. .7 : Because of the location of the elevator in the building, elevation work will only be possible to general contractor and its sub-contractors from 7:00 PM to 7:00 AM to avoid any problem to AAFC ongoing operations
  - b. .8 : AAFC will have to provide commissionaire site security services during the work phase from 7 :00 PM to 7:00 AM
  - c. .9 : To reduce commissionaire site security services requirement, general contractor will be allowed to start elevation demolition & construction phases when and only when all required equipment are available to proceed; when started, site work will not be allowed to stop
  
- 2) Specification 3.2 / Jack hole drilling
  - a. .1 Submit a separate price to drill or excavate a jack hole under normal soil conditions
  - b. .1.1.1 Any drilling or excavation into bedrock is not part of this contract; bedrock removal (if needed) will be dealt as an extra to contract
  - c. .1.2.1 Any existing soil de-contamination requirements are not part of this contract; soil de-contamination (if required) will be dealt with as an extra to contract

2585 County Road 20  
Harrow, Ontario

Hydraulic Jack Replacement and Upgrade Work  
specifications

216246  
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2012-10

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**Section 14 00 00**

**1 General**

**1.1 Scope**

- .1 Provide labour, materials, products, equipment and services necessary for the Hydraulic Jack Replacement and Upgrade Work of the elevator (installation number 10814) at 2585 County Road 20 in Harrow, Ontario.

**1.2 Definitions of terms**

- .1 The term "Owner", as used herein, refers to Agriculture and Agri-Food Canada.
- .2 The term "Inspecting Authorities", as used herein, refers to authorized agents of governments and of insurance groups that are charged with the responsibility of carrying out periodic inspections and tests on vertical transportation equipment.
- .3 The term "Consultant", as used herein, means KJA Consultants Inc. or such other entity selected by the Owner to fulfill the role of Consultant.
- .4 The term "provide", as used herein, means to supply and install new equipment.
- .5 The term "arrange", as used herein, means to provide the required features.
- .6 The term "unit", as used herein, means any Elevator, Escalator, Dumbwaiter, Moving Walk, Material Lift or similar device mentioned in this Specification.
- .7 The term "Code" as used herein refers to the CAN/CSA-B44-10 Safety Code for Elevators and Escalators with updates and including Nonmandatory Appendices (which are deemed mandatory herein).
- .8 The terms in the Specifications that are not otherwise defined shall have the definitions as given in the Code.

### **1.3 Singular and plural**

- .1 In all cases singular and plural shall be interchangeable and shall be applied as required to meet the sense and intent of the Specifications.
- .2 Where the singular is employed it shall be interpreted as necessary, unless otherwise indicated, to apply to all equipment and devices required to produce a complete installation.

### **1.4 Certificates of inspection**

- .1 Obtain and pay for certificates of approval and all other necessary permits and inspections.
- .2 Prior to Substantial Performance, arrange for and pay for a safety inspection of the equipment by a government authority or, if that is not available, by a recognized independent private professional inspection organization.
- .3 As a minimum, ensure that this inspection includes:
  - .1 Full load overspeed car safety tests if car safeties are provided;
  - .2 Empty car overspeed counterweight safety tests if counterweight safeties are provided;
  - .3 Pressure tests for hydraulic elevators;
  - .4 Full load full speed car buffer tests if oil buffers are provided;
  - .5 Empty car full speed counterweight buffer tests if counterweight oil buffers are provided;
  - .6 Full load full speed down direction brake tests if a traction machine is provided;
  - .7 Electrical safety circuit check;
  - .8 Door pressure tests;
  - .9 Tests of any other safety devices.
- .4 Submit, prior to Substantial Performance inspection, the approved safety inspection report.

- .5 Should more than one inspection for a licence or approval be required due to deficient work by others give sufficient advance notice of such deficient work to allow the Work to be completed prior to the time of the subsequent inspection.
- .6 If sufficient advance notice of such deficient work has not been given, assume the cost of the additional inspections.

#### **1.5 Materials and workmanship**

- .1 Provide all new materials and equipment.
- .2 Install equipment in a neat, accurate, workmanlike manner.

#### **1.6 Organization chart**

- .1 Provide to the Owner an organization chart from the local supervisory level up.
- .2 Provide to the Owner the names, positions and experience of the field and supervisory personnel associated with this project.
- .3 During the course of the work when organization changes are made, provide the Owner with updated information.

#### **1.7 Preliminary information**

- .1 Submit, within 30 working days after awarding of contract, the information and details, including reactions, power requirements, ventilation requirements, cutouts, access requirements, light and outlet locations, quantity, location and size of external wires required to inter-connect the equipment, and all other information required to complete the work to be performed by others in conjunction with the installation of the equipment.

#### **1.8 Information with proposal**

- .1 Provide the following information, where relevant, with the proposal:
  - .1 The model and manufacturer of such items as solid state drives, fixtures, control systems, door operators and other purchased material (with the exception of miscellaneous minor items);
  - .2 The current rating of the solid state drives;
  - .3 The KVA rating of the transformers feeding the solid state drives;

- .4 Certification from an independent testing laboratory detailing the line pollution generated by the solid state drives;
- .5 Certification from an independent testing laboratory detailing the extent to which the control systems are protected against external electromagnetic radiation;
- .6 Brochures, descriptions and manuals (where applicable) for the major items;
- .7 Renderings or samples of the fixtures and exposed materials;
- .8 Detailed completion schedule for the work;
- .9 A copy of your safety policy as issued to your employees;
- .10 Mechanic and team regular and overtime hourly rates.

#### **1.9 Work by other trades**

- .1 No work by other trades will be provided; should any such work be necessary provide it as part of the elevator contract.
- .2 Work by other trades will consist of the following:
  - .1 Cutting and patching of pit floor as required;
  - .2 GFCI receptacles in the pit and machine room;
  - .3 Guarding for the pit and machine room lighting;
  - .4 In the machine room, one 120 VAC 15 amp single phase circuit breaker for the elevator, located adjacent to the lock side of the machine room door, to power cab ventilation and lighting equipment.
  - .5 Any other work necessary to complete the scope of work.

#### **1.10 Materials validity check**

- .1 Perform a general materials validity check of components and fastenings that under failure might create a dangerous situation, including, but not limited to, sheave bolts, welds, car slings, gears, worm shafts, sheave shafts, brakes, safeties, guide rails, car platform and any other retained component.

#### **1.11 Warranty of work**

- .1 Warrant that the materials, performance and workmanship are in accordance with the industry standard in every respect.
- .2 Make good defects not due to improper use which may develop within one year from the date of Substantial Performance of the project.
- .3 Warrant that the equipment performs to the standards set out herein.
- .4 Neither the final payment nor any provision of the Contract Documents diminishes the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law.
- .5 Upon written notice remedy defects and pay expenses for damage to others resulting from defects.

#### **1.12 Acceleration of the Work**

- .1 If the Work falls behind the schedule, take action as necessary to meet the schedule, including, but not limited to, extra personnel and overtime work.
- .2 Pay any costs associated with this action unless the delay is caused by acts of government, riot, civil commotion, war, malicious mischief, act of God or any cause beyond the control of the contractor.

#### **1.13 Overtime work**

- .1 Perform the work in overtime during the hours from 17:00 to 1:00 Monday to Thursday and from 17:00 on Friday to 1:00 on Monday.

#### **1.14 Overtime provisions**

- .1 Include overtime labour for work necessary to complete the job, such as emergency power testing, fire alarm testing, wiring of hall stations into dispatchers and work that will cause a major disruption of service to the building.

#### **1.15 Completion schedule**

- .1 Submit with the proposal, a detailed completion schedule including equipment delivery times and anticipated completion date.
- .2 During the modernization period give the following information to the Consultant:
  - .1 Revisions, if necessary, to the completion schedule;
  - .2 A progress report every week showing the progress being made and the percentage of the job completed;
  - .3 One week advance notice for inspection by the Consultant.
- .3 Schedule a job site meeting with the Owner every two weeks during the modernization period.

#### **1.16 Occupied building**

- .1 This is an occupied building and normal building routine will have to carry on while this work is being done.
- .2 Take proper care to avoid unnecessary noise, clutter or obstruction in pedestrian areas, and arrange for storage of materials and tools where they will cause minimum inconvenience.
- .3 Where excessive noise or obstruction is in certain cases unavoidable, advise the Owner ahead of time and make suitable arrangements.
- .4 The Owner will allow access to the building and to the work site at times designated by the Owner.
- .5 The Owner will assign storage space, if available, for materials and tools.
- .6 The Owner will allow the contractor's personnel to use designated washrooms.

- .7 Perform work which interferes with tenant comfort at the times specified by the Owner.

#### **1.17 Personnel**

- .1 Supervise your personnel so that they present a neat appearance and their movement in the building is within the requirements of their work.
- .2 Provide uniforms and photo identification for personnel.
- .3 The Owner reserves the right to reject or refuse access to personnel or contractors at its sole discretion.
- .4 Assign and maintain a dedicated service representative to the work, this representative to be responsible for liaison with the Owner and the Consultant.
- .5 Assign and maintain a dedicated service supervisor to the work, this supervisor to be responsible for technical communications with the Owner and the Consultant.

#### **1.18 Removal of existing equipment**

- .1 Remove and take possession of any existing equipment that is replaced in the course of the execution of the work.
- .2 Remove equipment with prior permission of, and only at times specified by, the Owner.
- .3 Remove and transfer to the Owner equipment that the Owner elects to retain for the Owner's use.

#### **1.19 Existing equipment: refurbishing**

- .1 Refurbish the retained existing equipment; cleaning, reworking or replacing worn parts, refinishing and adjusting so that the appearance and performance of the equipment are as new and so that the completed modernization is the equivalent of a new installation.

#### **1.20 Equipment moving**

- .1 Provide floor protection and bracing so that equipment moving causes no damage to the building.

#### **1.21 Protection of the Work and property**

- .1 Maintain protection of the Work and protect the Owner's property from injury or loss arising out of the execution of this contract.
- .2 Make good any injury or loss caused by your agents or employees.
- .3 Take all necessary precautions to ensure that the Work is done in a manner that does not endanger any person.

#### **1.22 Hoistway protection**

- .1 Provide, maintain and, after the Work is complete, remove any partitions required in the hoistway.
- .2 Provide, maintain and, after the Work is complete, remove protective hoarding required at openings into the hoistway.
- .3 Submit the design and finish of the protective hoarding for review.

#### **1.23 Work site protection**

- .1 Provide, maintain and, after the work is complete, remove protective hoarding around the work site.
- .2 Arrange the protective hoarding so as to prevent public access to the work site.

#### **1.24 Removal of rubbish**

- .1 Remove rubbish, keep the building and premises clean during the progress of the work, and leave the premises at completion in perfect condition as far as the work under the specifications is concerned.



### **1.25 Retained equipment**

- .1 In the event that retained equipment is in conflict with or incompatible with the new equipment, or is in conflict with alteration Code requirements, note this on the proposal form.
- .2 If no conflicts are noted on the proposal form, pay for any changes or necessary equipment that may be required to complete the work.

### **1.26 Existing drawings**

- .1 The Owner will provide, if available, existing equipment layout drawings.

### **1.27 Drawing and sample submittals**

- .1 Drawing and sample submittals are required for exposed finishes and fixtures.
- .2 Submit for review samples of metals, glass, paint colours, plastic laminates and finishes, of 200 mm (8") by 300 mm (12") approximate size, properly identified as to project, location and material.
- .3 Submit for review, as a minimum, the following:
  - .1 General arrangements;
  - .2 Details of areas where the work joins the work of other trades;
  - .3 Machine room layouts showing the location of the equipment;
  - .4 Hoistway layouts showing the location of the equipment, car platform dimensions, cab interior dimensions and net inside cab area;
  - .5 Hoistway sections showing overhead, pit equipment, car and frame and entrances;
  - .6 Cab details including the cab shell, platform, interior panels, ceiling, entrance, lighting and finishes;
  - .7 Details of control panels such as central control consoles or fire control panels showing the layout and detailing the design of switches and indicator lights;
  - .8 Details of intercom system station types detailing the controls;

- .9 Details of any display devices complete with examples of proposed displays, symbols and layout;
- .10 Fixture brochures.
- .4 Show on the general arrangement or separately, details of frames, doors, sills and supports, lanterns and gongs, including views showing the relationship of hall stations, lanterns and entrances.
- .5 Provide as built information at job completion prior to Substantial Performance.
- .6 Reviews do not include the checking of measurements and do not imply approval of variations from the specifications.

#### **1.28 Operation by persons with physical disabilities**

- .1 Ensure that controls and fixtures comply with Appendix E of the Code.

#### **1.29 Electrical diagrams**

- .1 Supply wiring diagrams and data as required for the execution of the Work including schematics for speed control, dispatching system, interfaces, printed circuit boards.
- .2 Incorporate, as part of the schematic diagrams, a reference index ('road map') giving the location of electrical components and wiring interconnections for relay coils, relay contacts, field equipment, integrated circuits and other such devices, so that the position on the schematics of any of these items can be readily determined.
- .3 Supply, prior to the Substantial Performance inspection, three prints and one reproducible of the wiring and schematic diagrams revised to show changes that have been made.
- .4 If changes are subsequently made to the wiring or control, supply an additional two sets of marked-up prints of the schematics and field wiring diagrams showing the changes.

### **1.30 Operation manual: elevator**

- .1 Supply to the Owner prior to the Substantial Performance inspection, a manual describing in detail the operation of the equipment including special features, dispatching sequences, and such items as intercom systems and security systems.
- .2 Set out in step by step form the operation for special features such as Firefighters' Emergency Operation, Independent service and Emergency Power service.
- .3 Supply, as part of the manual, as built diagrams and drawings of operating panels (e.g. car panels, central control consoles) with descriptions of the function of switches and indicators.
- .4 Supply one copy of the manual in PDF format on digital media acceptable to the Owner.

### **1.31 Maintenance manual**

- .1 Supply to the Owner prior to the Substantial Performance inspection, a maintenance manual in PDF format.
- .2 Incorporate in the manual a description of the controller user interface, fault and error codes, troubleshooting and diagnostic procedures, methods of use and the adjustment of programmable parameters together with their settings at the time of final adjustment.

### **1.32 Technical seminar**

- .1 At the time of Substantial Performance, arrange with the Owner to provide a seminar for the Owner's staff.
- .2 Include in the seminar a complete review of the documentation, operation of the equipment and demonstration of any special features.

### **1.33 Parts**

- .1 Supply parts on request for a period of fifteen years subsequent to Substantial Performance of the project, at then prevailing prices.
- .2 Where purchased components are used, ensure that the original manufacturer's name and component designation are clearly marked on the part or in the parts catalogue.

### **1.34 Generic maintenance**

- .1 Arrange that the equipment can be maintained and adjusted by any competent elevator company without the use of proprietary tools, information or equipment or, if such tools, information or equipment are required, provide them (these shall become the property of the Owner).
- .2 Do not incorporate any running time, cycle counters or trip counters that would cause the equipment to shut down or alter its operation in any way.

### **1.35 Fixture type**

- .1 Provide, unless otherwise indicated in the Specifications or Drawings, signal fixtures as manufactured by Dupar or MAD.
- .2 Submit samples or illustrations of those types available.

### **1.36 Finishes: stainless steel**

- .1 Provide, unless otherwise indicated in the Specifications or Drawings, stainless steel number four finish for visible natural metal finishes.
- .2 Arrange, unless otherwise indicated in the Specifications or Drawings, that the brush or grain direction of finishes of visible natural metals be in the direction of the longer surface dimension.

### **1.37 Measurements**

- .1 In the execution of the work, verify all dimensions with the actual conditions in order to do a perfect job.

### **1.38 Operating environment**

- .1 Provide material and equipment to function normally within the requirements of the specifications when the ambient temperature is between 3.5 and 36.0 degrees Celsius (38 and 97 degrees Fahrenheit).
- .2 Provide material and equipment to function normally and within the requirements of the specifications when the ambient relative humidity is between 25% and 100%.
- .3 Provide material and equipment to function normally and within the requirements of the specifications when the supply voltage is within minus 15% and plus 10% of the nominal voltage and the frequency is within 5% of the nominal frequency.

### **1.39 Pre-inspection check list**

- .1 Upon completion review each page of the specifications and initial each page at the bottom left to indicate that the work has been completed in compliance with the Specifications.
- .2 Submit this initialled copy of the Specifications to the Consultant prior to requesting an inspection by the Consultant.

### **1.40 Inspection and acceptance**

- .1 When completed, carry out an inspection, witnessed by the Consultant, to see that the work is in compliance with the Specifications.
- .2 Furnish a team of competent personnel, for one working day per unit, to assist in making these inspections.
- .3 If the results of these inspections do not meet the requirements of the Specifications, make the appropriate corrections, and provide, as set out above, for another inspection.
- .4 Give sufficient advance notice in writing so that the Consultant can arrange for his representative to witness these inspections.

#### **1.41 Unit inspection by the Consultant**

- .1 Advise the Consultant in writing two weeks prior to the completion of a unit so as to arrange an inspection by the Consultant at a mutually convenient time.
- .2 Assist the Consultant in the performance of this inspection to verify that performance figures, workmanship and equipment furnished are in compliance with the Specifications.
- .3 Provide the necessary test weights to carry out full load tests and a team of competent persons to assist the Consultant in making the necessary tests and inspections.

#### **1.42 Existing conditions**

- .1 Provide additional material and labour necessary to modify the equipment to suit the existing site conditions, in order to complete the Work and to obtain licences and approvals.

#### **1.43 Environmental considerations**

- .1 Where practicable recycle material replaced in the course of the work.
- .2 Provide a list of materials to be removed from site and their proposed recycling or disposal location for approval prior to commencing work.
- .3 Where practicable provide new materials manufactured by methods that do not adversely affect the environment by, for example, generating residual deposits of heavy elements and greenhouse gases.
- .4 Use materials on site, such as low VOC (Volatile Organic Compound) adhesives, that will not negatively affect the in-building environment.
- .5 Use only adhesives that comply with the requirements of SCAQMD Rule #1168.

END OF SECTION

## Section 14 24 10

### 1 General

#### 1.1 General requirements

- .1 Conform to Section 14 00 00.

#### 1.2 Dimensions

- .1 Provide equipment to suit the machine room, hoistway, pit and overhead dimensions.

#### 1.3 Data

- .1 Upgrade the hydraulic elevator in accordance with the following:

Hydraulic Elevator			
Item	Existing		Modernized
number of units	1		no change
licence number	10814		no change
application	passenger		no change
rated speed (m/s, fpm)	0.36	70	no change
capacity (kg, lb)	1140	2500	no change
motor power (kW, HP)	11.6	15	no change
operation	simplex		no change
motor location	external		new
pump type	external		new
jack type	buried		new
corrosion protection	not provided		new PVC liner
valve assembly	Maxton UC4B44		new
drive type	direct acting		no change
emergency brake	not provided		new
heat exchanger	not provided		no change
tank heater	provided		no change
scavenger pump	not provided		new
overspeed valve	not provided		new
control system	Delco, microprocessor		no change
front entrances	1, 2		no change
rear entrances	none		no change

door type	SSCO		no change
entrance width (mm, ")	1070	42	no change
entrance height (mm, ")	2130	84	no change
entrance markings	provided		new
cab width (mm, ")	1910	75	no change
cab depth (mm, ")	1370	54	no change
cab height (mm, ")	2130	84	no change
car door restrictor	not provided		no change
door safety retainers	provided		no change
entrance protection	infrared multi-beam		no change
door operator	ECI 1000		new GAL MOVFR
interlocks	ECI		new GAL
main car station	provided		new
auxiliary car station	not provided		no change
verbal annunciation	not provided		no change
car position indicator	digital, in COP		new
cab emergency lighting	provided		new
cab communication	hands-free telephone		new
car call security	not provided		no change
hall call security	not provided		no change
hall stations (typical)	provided		new
hall stations (main floor)	provided		new
hoistway access switches	not provided		no change
cab ventilation	provided		new
cab finishes	provided		new, standard design
hall door finish (typical)	prime coat		no change
hall door finish (main floor)	prime coat		no change
car door finish	prime coat		new
hall lanterns	not provided		no change
in-car lanterns	not provided		new
hall position indicator	not provided		new
lobby panel	not provided		no change
CACF panel	not provided		no change
central control monitor	not provided		no change
car top inspection station	provided		no change
car guiding	slippers		no change
load weighing device	not provided		no change



guide rails	T-rail	no change
emergency recall	not provided	no change
firefighter's operation	not provided	future provisions
emergency power	provided	no change
car top railings	not provided	no change
equipment guarding	provided	new

## 2 Products

### 2.1 Hydraulic jack

- .1 Provide a new hydraulic jack.
- .2 Provide a jack unit of sufficient size to lift the gross load the height as required to suit the existing travel.
- .3 Factory test the jack unit to ensure adequate strength and freedom from leakage.
- .4 Do not use brittle material, such as gray cast iron or semi steel, in the jack construction.
- .5 Provide a jack unit consisting of the following parts: a plunger of heavy seamless steel tubing accurately turned and polished, a stop ring electrically welded to the plunger to positively prevent the plunger leaving its casing, an internal babbitt-lined or bronze guide bearing, packing of suitable design and quality, a drip ring around the casing top, an outer casing made of steel tubing provided with a pipe connection with an air bleeder.
- .6 Use packing of the single sealing edge type of Teflon, Roulon or similar material to reduce wear and friction.
- .7 Provide one bottom bulkhead and one safety bulkhead.
- .8 Provide, in addition to the shut-off valve at the tank, a shut-off valve in the pit.

## **2.2 Hydraulic: cylinder protection**

- .1 Protect the hydraulic cylinder against corrosion with a plastic sleeve so arranged as to provide a water and air tight seal for the portion of the cylinder extending below the pit floor.
- .2 Install the cylinder inside a protective pipe as follows:
  - .1 Use ABS or PVC pipe;
  - .2 Seal the pipe so as to provide a water and air tight seal;
  - .3 If joints are required, weld them with solvent or heat;
  - .4 Provide a minimum pipe wall thickness of 6 mm (1/4");
  - .5 Provide a pipe of sufficient diameter and length to allow a free space of at least 38 mm (1.5") between the cylinder and the protective pipe.
- .3 Provide an air and water tight seal between the top of the pipe and the outside of the cylinder wall.
- .4 Provide a means of monitoring the space between the cylinder wall and the protective pipe to detect any unwanted liquids.
- .5 Provide four ports with removable threaded plugs at the top of the pipe spaced at 90 degrees around the pipe circumference.
- .6 Arrange the port access and pipe to cylinder space so that a fibre optic probe can be inserted to allow visual examination of the interior space and the state of the pipe and cylinder walls.
- .7 Provide an evacuation port to allow the removal of unwanted liquids that have breached the protective liner.

## **2.3 Cylinder warranty**

- .1 In addition to any other warranties, warrant the cylinder and PVC liner for a period of twenty years.
- .2 In the event of failure or leakage of the cylinder or PVC liner during the warranty period take the necessary steps to correct the problem including, as necessary, replacement of the PVC liner and cylinder.
- .3 Remove soil contaminated by the failure or leakage of the cylinder or PVC

liner.

## **2.4 Buffer channel**

- .1 Provide, if necessary, a new buffer channel wide enough to accommodate the new jack with its cylinder protection.

## **2.5 Plunger gripper**

- .1 Provide a plunger gripper to arrest the movement of the piston in the event of an overspeed in the down direction.
- .2 Install the unit on the cylinder immediately below the cylinder head with the gripper arranged to apply on the piston directly above the cylinder head.
- .3 Install the device so as to not restrict the required down overtravel of the elevator.
- .4 Arrange that the plunger gripper does not damage or mar the plunger on application.
- .5 Provide a clamping device capable of arresting the full loaded elevator plus 25% of load.
- .6 Provide means to adjust the gripping force of the clamp.
- .7 Adjust the gripping force to provide a deceleration of not more than 1 g.
- .8 Arrange that the plunger gripper applies when:
  - .1 Downward movement of the elevator is detected and there is no down signal from the elevator controller;
  - .2 If the elevator overspeeds in the down direction;
  - .3 If there is a loss of hydraulic cylinder pressure;
  - .4 If the control system detects a fault indicating an unsafe condition while the elevator is moving in the down direction.
- .9 Provide means to set the tripping speed of the device.
- .10 Provide a switch on the device to prevent movement of the elevator with the plunger gripper applied.

- .11 Provide battery backup for the device to ensure operation in the event of power failure.
- .12 Arrange that the plunger gripper applies if there is a power failure and the battery backup does not function.
- .13 Affix to the reservoir in a prominent location a permanent metal or plastic tag engraved as follows: "This elevator is equipped with a plunger gripper designed to apply in the event of overspeed in the down direction. Warning: Do not set the down running speed above the rated speed. This can cause the plunger gripper to apply".

## **2.6 Overspeed valve**

- .1 Provide an overspeed valve in the elevator pit.
- .2 Use Victaulic couplings to connect the valve in the oil line.
- .3 Provide a data tag on the valve showing the operating pressure, maximum pressure rating and overspeed setting.
- .4 Arrange the valve to operate in the event that the elevator speed in the down direction exceeds 125% (plus or minus 10%) of the elevator operating speed in the down direction
- .5 Arrange that the valve cuts off the flow of oil from the hydraulic jack in the event that the set tripping speed is exceeded.
- .6 Arrange that when the valve operates the elevator will be decelerated at a rate of not less than 0.25 g nor more than 1.00 g with any peak deceleration rate in excess of 2.50 g having a duration of not more than 0.04 seconds.
- .7 If the valve is field-adjustable, provide a numbered seal and record the date and number in the log book.

## **2.7 Hydraulic: scavenger pump**

- .1 Provide a scavenger pump for each cylinder to return oil leaking through the packing to the tank of the pumping unit by automatic means.
- .2 Adequately filter the oil returned by the scavenger pump.
- .3 Provide a float switch in the pit to shut off the scavenger pump in the event of high water level so as to prevent water being pumped into the tank.
- .4 Provide a check valve at the hydraulic machine in the scavenger pump oil line to prevent oil flowing from the reservoir in the event the scavenger pump line is ruptured.
- .5 Provide fire-resistant tubing for the scavenger pump oil line.

## **2.8 Hydraulic pit shut-off valve**

- .1 Provide a pit shut-off valve for the hydraulic jack.

## **2.9 Hydraulic: pumping machine unit**

- .1 Provide a pumping machine unit compactly and neatly designed with all the components as follows in a self-contained unit: drip pan, floating inner base for mounting motor pump assembly, oil reservoir with tight fitting tank cover, oil fill strainer with air filter, self-cleaning strainer in suction line, oil hydraulic pump, electric motor, oil control unit.
- .2 Provide an oil level gauge that can be read without removing the tank cover.
- .3 Provide, to measure the oil temperature, a thermometer that can be read without removing the tank cover.
- .4 Provide a pump especially designed and manufactured for oil hydraulic service of the rotary positive displacement type inherently designed for steady discharge with minimum pulsations to give smooth and quiet operation.
- .5 Provide a motor designed for oil hydraulic service.
- .6 Provide equipment which will deliver its rated output continuously with a temperature rise not to exceed 50 degrees C (120 F).
- .7 Provide an oil control unit consisting of the following components: relief

valve, safety check valve, levelling valve, manual lowering valve, tank shut-off valve.

- .8 Design the equipment so that all adjustments are accessible and can be made without removing the assembly from the oil line.
- .9 Provide variable flow bypass valves to give controlled high and levelling speed operation.
- .10 Provide valves with individual adjustments, such that changing one adjustment does not affect other adjustments.
- .11 Provide an externally adjustable relief valve capable of by-passing the total oil flow without increasing the back pressure more than 10% above that required to barely open the valve.
- .12 Provide a 75 mm (3") pressure gauge, complete with isolating shut-off valve, for measuring the setting of the relief valve.
- .13 Design the safety check valve to close quietly without permitting any reverse flow and to support the elevator on a positive locked column of oil when the car is at rest.
- .14 Provide an externally adjustable up start valve to by-pass oil flow during initial start of the motor pump assembly, and to close slowly, gradually diverting oil to the jack unit, insuring smooth up starts, so as to relieve load on the motor during starting.
- .15 Provide an externally adjustable lowering valve and levelling valve for drop away speed, lowering speed, levelling speed and stopping speed to insure smooth down starts and stops.
- .16 Provide a manual lowering valve for manual lowering of the elevator car in the event of power failure and for use in servicing and adjusting the elevator mechanism.
- .17 Provide shut off valves in the machine room and elevator pit for isolating oil in the power tank unit to facilitate servicing and adjusting the elevator mechanism without removing the oil from the tank.
- .18 Provide self cleaning strainers to prevent foreign materials from lodging in the oil system.
- .19 Provide an externally adjustable up stop valve to by-pass the oil flow for landing stops in the up direction.

- .20 Provide temperature and pressure compensation so as to minimize speed variations.
- .21 Arrange the equipment so that the car stops at the landing through controlled oil flow with the motor and pump running and so that the motor shuts off only after the car has come to rest at the landing.
- .22 Use flexible hose on the pumping machine unit where required but only within the regulations of the governing safety codes.
- .23 Provide a tank of sufficient capacity to contain, as a minimum, all of the oil in the hydraulic system (pipe lines and hydraulic cylinder) plus 10%.
- .24 Provide oil with a viscosity index equal to, or greater than 100.

#### **2.10 Hydraulic piping**

- .1 Provide pipes and fittings to connect the power unit to the jack unit.
- .2 Seal connections adequately to prevent any leakage or seepage of oil.
- .3 Provide pipe of minimum 50 mm (2") nominal size to reduce oil velocity, noise and vibration.
- .4 If the oil lines are run above ground, suspend the oil lines with isolating hangers to reduce sound transmission.
- .5 If the oil lines are run underground:
  - .1 Encase the buried lines in a sealed plastic pipe.
  - .2 Bury the plastic pipe in sand or other sound dampening medium so as to reduce sound transmission;
  - .3 Provide drawings indicating the trenching requirements for the oil lines from the machine room to the elevator hoistway;
  - .4 Install the oil lines in the trench and supervise the burying of the lines.

### **2.11 Hydraulic motor starting**

- .1 Start the hydraulic pump motor after the doors start to close so that the motor is running at full speed before the doors are fully closed.
- .2 Stop the hydraulic pump motor if the door closing operation is interrupted.
- .3 Provide solid state control of the starting operation so as to limit the motor starting current to not more than two times the full load running current.
- .4 Energize the hydraulic machine up start valve, subject to the standard safety circuits, after the doors are closed and a signal is received from the solid state starter indicating that the motor is up to operating speed.

### **2.12 Hydraulic: time protective device**

- .1 Provide a time protective device.
- .2 If the pump motor should run continuously for 20 seconds longer than the period of time necessary to move the elevator (in normal operation) from the bottom floor to the top floor, the time protective device will cause:
  - .1 Up direction relays and contactors to be de-energized.
  - .2 Automatic registration of a bottom floor call to bring the car to the lowest landing where it will remain with its doors open.
  - .3 No response to any further hall calls or car calls until the main line switch has been opened and closed again.

### **2.13 Hydraulic: silencing devices**

- .1 To reduce any air borne noise, enclose the power unit on all four sides with sheet steel panels combined with 20 mm (3/4") suitable sound-deadening material. Form the panels with approximately 20 mm (3/4") returns, returning to, but separated from, the main power unit frame with suitable rubber mouldings.
- .2 To reduce hydraulic pulsations through the oil, provide a blow-out proof double-faced hydraulic muffling device in the oil line adjacent to the power unit.
- .3 To reduce any vibration transmitted through the oil line itself, provide two approved blow-out proof sound isolating couplings in the oil line, located between the check valve and the hydraulic jack.



- .4 Design each sound-isolating coupling to completely eliminate any solid metal to metal contact from the pipe on one side of the coupling to the pipe on the other side.
- .5 Mount the motor and pump on a resilient rubber base to isolate them from the oil reservoir, controller and building structure.

#### **2.14 Hydraulic fluid: biodegradable**

- .1 Provide hydraulic fluid of the non-toxic, biodegradable type having stability, performance and degradation properties equivalent to or better than petroleum-based hydraulic fluid.

#### **2.15 Hydraulic: oil viscosity control**

- .1 Provide means, consisting of heaters, heat exchangers, hydraulic and electrical controls, as required to maintain the hydraulic fluid in the reservoir, pump and control valve at a temperature of 37 degrees C (100 degrees F) plus or minus 10 per cent.

#### **2.16 Machine room equipment guarding**

- .1 Provide, in accordance with the Ontario Ministry of Labour and TSSA requirements, complete guards for the machine room equipment to protect against potential hazards.
- .2 Provide protective guards for moving mechanical devices and for high voltage circuits.
- .3 Provide removable guards such that regular maintenance procedures can be performed.
- .4 Make the necessary submissions to the TSSA and obtain approval of the submissions.
- .5 Where the status (in motion or stationary) of the lift machine cannot be visually determined as viewed from the disconnect switch, provide at the machine a manually opened and closed stop switch to prevent movement of the elevator.

## **2.17 Machine room equipment guarding: hydraulic elevators**

- .1 Provide guards for the hydraulic machine, high-voltage components, tripping hazards and any other machine-room items that present a hazard to personnel.
- .2 As an alternative to individual guards for the external motor and belts, provide an expanded metal screen around the lower part of the hydraulic machine.
- .3 Provide machine room equipment guarding in accordance with the prevailing regulations.
- .4 Provide drawings of the guarding under the seal of a Professional Engineer.
- .5 Where expanded metal screens are used for guards construct them of minimum 2.2 mm thick metal so supported and braced as to deflect not more than 15 mm when subjected to a force of 450 N applied horizontally to the screen at any point
- .6 Arrange the guards so as to prevent hands, arms, or any other part of a worker's body from coming in contact with moving parts
- .7 Affix the guards in a strong and substantial manner so that they cannot be accidentally removed.
- .8 Construct the guards of durable materials that can withstand the workplace conditions.
- .9 Arrange the guards to protect from falling objects so that no objects (such as tools) can fall into moving parts or into open electrical components.
- .10 Ensure that the guards do not themselves create a hazard (such as shear point, a jagged or sharp edge).
- .11 Provide removable guards such that regular maintenance procedures can be performed.
- .12 Arrange the guards so as not to impede a worker from performing the Work efficiently and conveniently.
- .13 Wherever practicable, arrange the guards so that those devices requiring regular attention can be maintained without removing the guards.

- .14 Wherever practicable, provide fixed guards that cannot be easily removed.
- .15 Finish the metal components of the guarding devices in a bright yellow paint with one base primer coat and two finishing coats or, alternatively, in baked enamel, so as to make them highly visible.
- .16 Where polycarbonate covers are used, add marking stripes of tape in bright yellow so as to make them highly visible.
- .17 Provide protective guards for high voltage circuits.
- .18 Arrange that those elements of the controller with potentials to ground in excess of 130 volts are separated from the low voltage elements by means of barriers that can be removed for maintenance and repair purposes.
- .19 Provide barriers consisting of clear polycarbonate covers (where consistent with the prevailing regulations), hinged so as to allow access without removing the covers.
- .20 Arrange the barriers so that they are of sufficient dimension that the controller covers cannot be closed completely when the barriers are in the open position.
- .21 Provide an entry in the elevator maintenance logbook confirming that the elevator controller covers and doors are closed and that the machine room guards are in place and functioning properly, this entry to be checked when performing regular maintenance.
- .22 Where the status (in motion or stationary) of the lift machine cannot be visually determined as viewed from the disconnect switch, provide at the machine a manually opened and closed stop switch to prevent movement of the elevator.

#### **2.18 Car station**

- .1 Provide one car station.
- .2 Provide in the station the devices required for normal automatic operation, including the following:
  - .1 Floor push buttons;
  - .2 Door open button;
  - .3 Door close button.

- .3 Number the car call buttons to correspond to the floor served.
- .4 Provide in conjunction with the car buttons a call registered light for each button to be lighted when the button is pressed and extinguished when the car stops at the selected floor.
- .5 Provide, only when required by the prevailing codes, a stop switch, arranged to stop the elevator and to duplicate the functions of the alarm button.
- .6 Provide a locked service cabinet, located below the main car station, containing those devices, other than those used for normal automatic operation, required for the various control features, including the following:
  - .1 Light switch;
  - .2 Fan switch;
  - .3 GFI duplex receptacle for maintenance purposes (Run the wires for this receptacle separately from the wires for the other car light and ventilation equipment and connect it to a separate breaker in the machine room);
  - .4 Emergency lighting test switch.
- .7 Engrave the car station with markings and signage such as car capacity, elevator number and other markings required by the prevailing codes and local regulations.
- .8 Hinge the car station faceplate so that it can be swung open to allow access for servicing of the inner components of the car station.
- .9 Provide a hinge capable of supporting without distortion a test weight of minimum 11 kg resting on the panel non-hinged edge with the panel swung open.

### **2.19 Car position indicator: digital readout**

- .1 Provide a digital car position indicator mounted in each car operating panel.
- .2 Arrange the indicator to display a number or symbol at least 50 mm (2") high.
- .3 Indicate the position of the car at all times, corresponding to the landing through which the car is passing or at which it is stopped.
- .4 Provide a segmented display using light emitting diodes with a minimum of 16 segments per character.
- .5 Arrange the circuits so as to provide continuous indication of car position.
- .6 Overlapping dual indication, when the elevator is between floors, is acceptable.

### **2.20 Car call registration tones**

- .1 Provide an audible tone, arranged to sound when a car call is registered, having an adjustable volume level of between 55 and 70 decibels, as measured from within the elevator cab.

### **2.21 Floor passing tone**

- .1 Provide a tone having an adjustable volume level of between 55 and 70 db, as measured from within the elevator cab, which sounds as the elevator is between floor levels.
- .2 Arrange that the operation of this tone is field-selectable and does not require software changes to enable or disable its functioning.

### **2.22 Telephone: hands-free operation**

- .1 Provide a hands-free telephone with automatic dialer capable of initiating and receiving calls.
- .2 Integrate the telephone into the car station.
- .3 Provide a push button to initiate the telephone connection.
- .4 Arrange that the telephone connection can be initiated by an external call.
- .5 Provide an indicator light to confirm that communication has been

established.

- .6 Pierce the car station for the push button and indicator light with the indicator light mounted flush with the panel.
- .7 Provide a speaker/microphone for communication.
- .8 Pierce the car station in front of the speaker with multiple holes 3 mm (1/8") in diameter to allow passage of sound to and from the speaker.
- .9 Identify the telephone and the button with a raised symbol and Braille.
- .10 Provide wiring for the telephone from the cab to the machine room.
- .11 Connect the wiring on the car to a terminal block mounted in or adjacent to the telephone box.
- .12 Terminate the wiring in the machine room at a separate enclosed external terminal block mounted on the controller.
- .13 Provide the terminal block and its enclosure and locate it so that personnel other than elevator mechanics can easily run their conduit and wiring to these terminals without interfering with or touching the elevator wiring or controls.
- .14 Where more than one controller is in a common machine room bring wiring to one common terminal block.
- .15 Clearly mark the terminal block.
- .16 Provide wiring of the twin conductor shielded type with grounded shields.
- .17 Provide equipment and wiring compatible with and acceptable to the telephone company providing service to the project.
- .18 Provide material and labour as necessary so as to ensure that the communication system meets the requirements of the Code.

### **2.23 Emergency lighting**

- .1 Provide a back-up battery power system for alarm bell operation and emergency cab lighting.
- .2 Provide a lighting level of at least 11 lux of illumination at the car operating panels for a minimum period of four hours, using at least two lamps of equal rating.
- .3 Cause the lamps to be immediately energized in the event of a power failure or electrical fault de-energizing the normal elevator lighting circuit.
- .4 Provide for the automatic disconnection of the lamps and the automatic recharging of the lighting unit when normal power is restored to the elevator lighting circuit.
- .5 Provide a rechargeable battery of the hermetically sealed type, or of a type which provides a reserve of electrolyte, capable of operating unattended and requiring no addition of water or electrolyte for a period of not less than three years, with provision for visual checking of the electrolyte level without opening the battery or removing caps or fittings.
- .6 Arrange the battery charging to operate automatically upon restoration of normal power to the unit, to remain in operation until the battery is fully recharged and to maintain the battery at full rated capacity at all times when the unit is not in operation.
- .7 Provide a pilot lamp to indicate that the normal power supply to the unit and battery charging is in operation.
- .8 Arrange that the unit can be conveniently tested and operated manually.
- .9 Install the unit as part of the car so that it is not readily removed.
- .10 Do not provide portable equipment.
- .11 Install the lamp fixture above the car station.
- .12 Provide an emergency lighting test switch in the car service cabinet or behind the car swing return.

#### **2.24 Firefighters' Emergency Operation: future provisions**

- .1 Include provisions in the new car station and main floor hall station to accommodate the future installation of Firefighters' Emergency Operation including:
  - .1 A knock-out panel on the car station sized for the future provision of a FEO cabinet.
  - .2 An empty cabinet behind the car station knock-out panel sized for the future provision of a FEO cabinet.
  - .3 Space on the car station for the future provision of a FEO indicator.
  - .4 Space in the main floor hall station for the future provision of necessary key switches and indicators.

#### **2.25 In car lanterns and gongs: applied**

- .1 Provide in car lanterns complete with electronic gongs at each side of the elevator cab entrance to indicate the future direction of the elevator.
- .2 Mount the lanterns on the car entrance columns.
- .3 Arrange the lanterns and circuits so that as the car doors start to open in response to a call, the lanterns illuminate and the gong strikes.
- .4 Sound the gong once to indicate the up direction and twice to indicate the down direction.
- .5 Maintain the lantern illuminated until the car has stopped and the door open time has elapsed.
- .6 Do not illuminate the lantern on a door re-open unless the re-open is caused by a reversal of direction of travel of the car.
- .7 Arrange the operation of the lanterns and gongs to comply with requirements for the handicapped.
- .8 Provide LEDs for illumination.
- .9 Design the fixture so that the lamps may be readily changed. Do not mount any equipment to the covers; arrange that the covers can be removed completely without disturbing the electric wiring.



#### **2.26 Car door restrictor**

- .1 Provide a car door restrictor to mechanically prevent the opening of the car door from inside the cab unless the elevator is in the door unlocking zone.
- .2 Provide a device that does not require electrical or electronic components to function.

#### **2.27 Cab ventilation**

- .1 Provide an exhaust fan capable of developing 30 pascals (0.1" H<sub>2</sub>O) static pressure differential with a minimum capacity of 200 litres per second (450 cfm).
- .2 Provide a three speed motor for the fan with the speed control located in the car operating panel.
- .3 Arrange that the increase in noise level caused by the fan, measured in the car with the fan running at maximum speed, does not exceed 3 decibels.

#### **2.28 Hall push button stations: surface mount**

- .1 Replace the existing hall push button stations with new extended surface mounted hall push button stations.
- .2 Provide at the intermediate floors, for each station, up and down push buttons located one above the other and call registered lights.
- .3 Provide at the upper terminal and lower terminal, for each station, a single button and call registered light.
- .4 Illuminate the call registered light only when there is an elevator in service to respond to the call.

#### **2.29 Hall position indicator: digital**

- .1 Provide a digital position indicator mounted above the main floor entrance.
- .2 Arrange the indicator to display a number or symbol at least 50 mm (2") high.
- .3 Indicate the position of the car at all times, corresponding to the landing through which the car is passing or at which it is stopped.
- .4 Provide a segmented display using light emitting diodes with a minimum of

16 segments per character.

- .5 Arrange the circuits so as to provide continuous indication of car position.
- .6 Overlapping dual indication, when the elevator is between floors, is acceptable.

### **2.30 Entrance floor markings**

- .1 Provide, on each hall entrance jamb, raised tactile and braille metallic markings to designate the floor and the elevator.
- .2 Provide markings as selected by the Owner.
- .3 Provide samples for review.

### **2.31 Main floor elevator markings**

- .1 Provide at the main floor, for each elevator designated as a Firefighter's Elevator, a suitable symbol such as a Firefighter's Hat.
- .2 Provide at the main floor for each elevator a numeral indicating the number of the elevator.
- .3 Provide markings as selected by the Owner.
- .4 Provide samples for review.

### **2.32 Cab design**

- .1 Provide cab finishes for the elevator including the following:
  - .1 Rigid-Tex 5.WL patterned stainless steel wall panels with stainless steel reveals on non-access cab walls;
  - .2 Stainless steel front including front return, car door jamb, lintel, transom, light valence and car door;
  - .3 Stainless steel kick plates;
  - .4 Stainless steel handrails on all non-access cab walls;
  - .5 Stainless steel bumper rails on all non-access cab walls;
  - .6 Applied laminate ceiling;

- .7 New stainless steel fan grill;
- .8 Stainless steel pad hooks;
- .9 Altro Impressionist II sheet flooring or approved equivalent that meets the requirements of the Code;
- .10 Provide additional fluorescent lighting or upgrade the existing lighting as required in order to provide light levels of 100 lx minimum at the car controls, platform, car threshold and landing sill.
- .2 Supply a full description of the cab design together with drawings, renderings, and lists of options for fixtures, interior materials, finishes and colours.
- .3 Provide for any changes in cab weight resulting from the cab interior upgrades.
- .4 Make any necessary change and adjustment (e.g. car balance) to the elevator to accommodate the additional weight.

### **2.33 Cab fan and light 'Green Control'**

- .1 Provide a device in the cab to remove power from the cab lights and fan when there is no one in the elevator.
- .2 Arrange that the cab lights and fan are turned off in five minutes when:
  - .1 No movement in the cab is sensed;
  - .2 The elevator is level at a floor;
  - .3 The elevator doors are closed;
  - .4 The elevator has not been selected to answer a call;
  - .5 The elevator is on automatic operation;
  - .6 The elevator safety circuit (including interlocks) is intact.
- .3 Should any of the above conditions no longer obtain or when telephone communication is initiated, turn the car lights and fan on.
- .4 Use a triaxial accelerometer to detect movement.

- .5 Provide a Henning "Light Watcher" device or approved equivalent.

#### **2.34 Protective pads**

- .1 Provide protective pads covering all exposed wall surface, attached to inconspicuous pad hooks at the top of the cab and reaching to within 100 mm (4") of the car floor.

#### **2.35 Door operator**

- .1 Provide a heavy duty door operator to open and close the car and hoistway doors simultaneously.
- .2 Mount the operator on the cab above the car doors.
- .3 Provide either:
  - .1 An alternating current motor, either standard or linear induction type, with associated variable voltage and variable frequency solid state drive to control the speed and torque of the door operator, or;
  - .2 A direct current motor with associated solid state drive to control the speed and torque of the door operator.
- .4 Provide as a minimum a 375 W (0.5 HP) motor.
- .5 Provide dual drive arms for centre-opening doors.
- .6 Provide GAL MOVFR or approved equivalent.
- .7 Provide a solid state door operator control incorporating negative feedback circuits for position, acceleration, velocity and torque.
- .8 Provide event logging with non-volatile memory so as to retain the event log under power-off conditions.
- .9 Provide fully automatic installation algorithm profiles that self-adjust the motion profile for the relevant parameters.
- .10 Provide an output from the door control for a pre-start command to the elevator speed control system.
- .11 Provide optical isolation for input and output signals.

- .12 Provide signal line short circuit protection.
- .13 Provide a serial input to the door control to allow adjustment of speed, acceleration, torque and pre-start point using a notebook computer or keypad.
- .14 Provide the keypad or software for a standard notebook computer.
- .15 Arrange that the settings for the door operator can be uploaded to the keypad or notebook computer and then downloaded to another identical operator.
- .16 Provide an average door closing speed of 300 mm (12") per second, respecting the parameters for door force and door inertia as set out in the elevator code.
- .17 Provide an average door opening speed of 700 mm (28") per second.
- .18 Provide, either in the door operator control or in the main elevator control, means to automatically recycle the doors in the event that they stall during the opening or closing operations.
- .19 Design the door operator and associated components for a minimum of noise.

#### **2.36 Hoistway doors: refurbishing**

- .1 Replace any existing steel hall door hanger rollers with plastic insert rollers.
- .2 Check and replace gibs, rollers, hangers, relating cables, closers and all other door components that have more than 10 per cent wear.
- .3 Provide new interlocks, GAL or approved equivalent.
- .4 Provide new clutches or vanes as necessary so that the master door operator can drive the hoistway doors.
- .5 Replace any relating cables that are not 7X19 stranding with 7X19 cables.
- .6 Install sound absorbing materials so as to eliminate interlock noise.
- .7 Replace astragals (car and hall doors).
- .8 Clean, lubricate and re-adjust car and hoistway door equipment.

- .9 Adjust the doors so that with the door closing device disconnected, the doors can be started into motion, from any position, with a force of less than 25 Newtons per door panel applied horizontally at the mid-point of the door in line with the direction of movement of the door.
- .10 Adjust the hoistway door rollers so as to obtain 6 mm (1/4") clearance from the car sill and on either side of the skate.
- .11 Adjust the hoistway door roller pressure so that when engaged in the skate both rollers exert a firm pressure on the skate.
- .12 Eliminate any rattles, loose connections or worn bearings that might cause noise.

#### **2.37 Door equipment dowelling**

- .1 After the hangers, interlocks, relating devices, door operating clutches, rollers and other door equipment have been correctly adjusted, install dowels or pins to prevent movement or unauthorized readjustment.

#### **2.38 Hoistway entrance lunar key access**

- .1 Provide lunar key access for each hoistway entrance.

#### **2.39 Pit equipment: painting**

- .1 Remove rust from the hoistway equipment, including pit steel, buffer support steel and rails, and apply two coats of a rust inhibiting primer of a neutral colour and one finish enamel coat.

#### **2.40 Travelling cable**

- .1 Where new travelling cable is required to connect the new equipment meet the following requirements.
- .2 Provide travelling cables with flame-retarding and moisture-resisting outer covers and stranded conductors.
- .3 Supply cables approved for elevator use.
- .4 Provide ten percent additional minimum spare signal wires in each cable.
- .5 Provide in the travelling cables:
  - .1 14 AWG (1.5 square mm) conductors for constant current-carrying

- circuits;
- .2 18 AWG (0.75 square mm) conductors for signal circuits;
- .3 20 AWG (0.5 square mm) shielded pair conductors with shielding for telecommunications circuits and data circuits;
- .4 coaxial cable for closed-circuit television;
- .5 62.5/125 micron tight-buffered multimode optical fibre conductor.
- .6 Provide ten percent additional minimum spare signal and current-carrying wires in each cable.
- .7 Terminate cables using terminal blocks or suitable connectors having identifying numbers to facilitate replacement and service.
- .8 Suspend light weight cables using a wire mesh sleeve to relieve strain in the individual conductors and heavier cables using a steel supporting strand if the suspended weight exceeds 35 kg (seventy-five pounds).

#### **2.41 Electric wiring**

- .1 Provide wiring as required to interconnect the new equipment.
- .2 Provide copper wire.
- .3 Provide insulated wiring having a flame retarding and moisture resisting outer cover.
- .4 Where flexible conduit is used, supply it in aluminium.
- .5 Provide travelling cable to connect car operating panels and other car operating devices to the controller in the machine room.
- .6 Where shielded wire is specified, provide wire of not less than 0.52 mm<sup>2</sup> area (20 gauge) having individually shielded pairs with 100% shielding.
- .7 Provide colour or number coded wires in multiwire cables.
- .8 Provide waterproof terminal labels.
- .9 Provide stranded field wire except for the individual wires in multiwire cables which may be either stranded or solid.

### **3 Execution**

#### **3.1 Coordination with maintenance company**

- .1 Schedule and execute the work in coordination with the company maintaining the equipment so as to avoid conflict with the ongoing maintenance program.

#### **3.2 Jack hole drilling**

- .1 Submit a separate price to drill or excavate a jack hole in order to accommodate the new cylinder as follows:
  - .1 Remove excavated material.
  - .2 Perform soil testing as necessary to verify non-contamination.
  - .3 Provide a casing to the full depth of the excavation to protect the cylinder against sub soil conditions.
  - .4 Provide a metallic casing of minimum diameter 100 mm (4") greater than the PVC liner diameter for depths to 9 meters (30') or less, 150 mm (6") greater for depths to 15 meters (50'), and 200 mm (8") greater for depths in excess of 15 meters (50').
  - .5 Provide a casing of minimum 2.5 mm (12 gauge) wall thickness.
  - .6 Protect the casing against rust and corrosion.
  - .7 Provide a water tight seal at the bottom of the casing and for its full length.
  - .8 Provide a cap for the top of the casing that will seal it against the entry of construction debris.
  - .9 Bolt the cap to the top of the casing.



### 3.3 Cab weight

- .1 Weigh the car so as to determine the cumulative deadweight change (The cumulative deadweight change is the sum of previous deadweight changes and the current proposed weight change).
- .2 If the cumulative deadweight change is less than 115 kg (250 lb):
  - .1 Record the weight change on an Auxiliary Data Tag;
  - .2 Post the Auxiliary Data Tag on the car crosshead.
- .3 If the cumulative deadweight change is greater than 115 kg (250 lb) or more than 5% of the weight of the originally installed car plus the elevator capacity:
  - .1 Perform a full engineering assessment of the installation with regard to all equipment which may be affected by the weight change including machine, car frame, safeties, buffers, traction, lift ropes, plunger strengths and hydraulic components under pressure;
  - .2 Record both car and counterweight changes on the Auxiliary Data Tag;
  - .3 Post the Auxiliary Data Tag on the car crosshead.
- .4 Where alterations include the addition of glass or mirror, or the addition or alteration of a suspended ceiling:
  - .1 Record in the log book the date the elevator work was completed and the elevator returned to service;
  - .2 Prior to placing the elevator in service, perform the following tests to verify that the new or altered items will not break or become dislodged:
    - .1 For electric elevators a full load overspeed speed safety test;
    - .2 For electric elevators a full load car buffer test at contract speed;
    - .3 For electric elevators a no load counterweight buffer test at contract speed;
    - .4 Emergency stop in the up direction;

- .5 Emergency stop in the down direction.
- .3 Record in the logbook details of the tests including the date, the mechanic's name and the contractor's name.
- .5 Provide an Auxiliary Data Tag to meet the requirements of latest edition of the Code.
- .6 Enter, as a minimum, the following data on the Auxiliary Data Tag:
  - .1 The weight change of the car and counterweight;
  - .2 The year and month of the alteration;
  - .3 The name of the contractor who performed or supervised the work.

#### **3.4 Hydraulic jack hole**

- .1 Remove the existing jack together with any backfill or other material that would impede the installation of the new jack.
- .2 After the cylinder is removed, retain it on site to allow inspection, for insurance purposes, by the Consultant (It is anticipated that this would be done within five working days from the time the Consultant is advised that the cylinder is available for inspection).
- .3 Provide any incidental pit floor concrete chipping around the jack hole necessary for the removal of the cylinder.
- .4 Prior to the conclusion of the project, as necessary patch the concrete floor and seal against water.
- .5 If necessary, provide a pumping truck to drain and remove any water or debris from inside the jack hole.
- .6 Provide equipment and labour as necessary to remove or agitate any soil or slurry that has collapsed into the hole to permit the new cylinder and PVC casing installation.

### **3.5 Hydraulic: jack installation**

- .1 Install the plastic pipe centred on the car sling and plumb within 3 mm (1/8") over its length.
- .2 Backfill as necessary to maintain the plastic pipe in its correct position.
- .3 Install the new jack centred on the car sling and plumb within 3 mm (1/8") over its length.
- .4 Provide new hydraulic oil with a viscosity index in excess of 100.

### **3.6 Jack unit test: buried cylinder**

- .1 After the installation of the jack unit is complete carry out a test of the cylinder and sleeve in the presence of the Consultant.
- .2 Detect and remove any liquid between the cylinder and sleeve using an air compressor as per the directives from the cylinder manufacturer;
- .3 Pressure test the system using an air compressor as per the directives from the cylinder manufacturer.
- .4 Carry out this pressure test in the presence of the Consultants at the time of the Consultant's inspection.

### **3.7 Subsoil decontamination**

- .1 After the existing hydraulic jack has been removed, excavate or pump as required:
  - .1 The oil that has leaked from the cylinder;
  - .2 Any contaminated subsoil.
- .2 Dispose of the removed oil and contaminated sub-soil.
- .3 After the decontamination work is complete, demonstrate to the satisfaction of the consultant and the relevant inspecting authorities that the site meets the requirements of the applicable environmental regulations.

### **3.8 Speed control: hydraulic**

- .1 Provide a speed control system of the hydraulic-electric type in which control is accomplished by varying the oil flow to and from the hydraulic jack.
- .2 Design and adjust the equipment and control so that an average acceleration over the total accelerating period of not less than 0.06 gravity is maintained and the acceleration peaks do not exceed 0.2 gravity.

### **3.9 Test data form: hydraulic**

- .1 After completion of the Work, and prior to Substantial Performance, submit a test data form certifying that the unit is complete and ready for inspection.
- .2 Arrange that this form be signed by the person responsible for the performance of the Work.
- .3 Include a check list of the items in the specifications as well as other performance data such as door times, operating times, starting and running currents and voltages, operating pressures, slowdown distances, valve settings, and, in general, settings of any adjustable devices.
- .4 List on this form safety devices, together with their settings and indicate as to whether they have been checked and adjusted.
- .5 Submit a soft copy of the data form in PDF (Acrobat Reader) format.

### **3.10 Door operation: advance opening**

- .1 Arrange the levelling and door circuits so that the doors open when the car is levelling into the landing, and are three-quarters open when the car stops level with the landing.

### **3.11 Door protective device by-pass (nudging)**

- .1 Should a door protective device be operated continuously for more than 20 seconds after the elapse of the normal door open time, cause the doors to close slowly under reduced power and operate a buzzer in the car panel as a warning to the person obstructing the door.
- .2 Cause the 20 seconds to be reduced to 6 seconds until a normal door cycle is performed.

### **3.12 Door open pause time**

- .1 Arrange the circuits so that when the car is stopped in response to a hall call the doors remain open a predetermined length [approximately 3 seconds for an elevator whose entrances are within 3 metres (10') of the hall push button and approximately 4 seconds for an elevator whose entrances are further than 3 metres (10') from the hall push button].
- .2 Arrange that this predetermined length of time is reduced to approximately 0.7 seconds if a person moves through the entrance (as indicated by the actuation of the door protective device).
- .3 Unless otherwise specified (e.g. to allow for advance hall lantern warning), arrange the circuits so that when the car is stopped in response to a car registered call the doors remain open a predetermined length of time (approximately 1 second).
- .4 Make the times separately adjustable over a range from 0.25 seconds to 15 seconds.
- .5 Arrange the circuits so that the door open pause time is cancelled if a car call button is pressed or the door close button is pressed.

### **3.13 Operation: door protective device**

- .1 Arrange the door protective device so that, should it detect a person or any object in its path, at any point during the door closing operation, it will cause the doors to return to the open position.
- .2 Adjust both the detection device and the door operation so that an object or person in the way of the door will cause the doors to reverse without the door panel of either hall or car doors actually striking the object or person.

### **3.14 Noise level: door operation**

- .1 Arrange the equipment so that the noise level, as measured within the cab, does not exceed 60 decibels at any time during a full door open, door close and door reversal cycle.
- .2 Initiate the door reversal by triggering the door protective device.
- .3 Measure the noise level using an ANSI type 2 sound level meter on the "A" scale with an "F" response.

**3.15 Noise level: cab**

- .1 Arrange that, with the elevator travelling from one end of the hoistway to the other, the noise level as measured within the elevator cab does not vary by more than 3 decibels.
- .2 Measure this noise level with an ANSI type 2 sound level meter on the "A" scale with an "F" response.

**3.16 Noise level: machine room**

- .1 Design the equipment so that the noise level with the elevator running, as measured by a meter positioned in the centre of the machine room, does not exceed 80 decibels.
- .2 Measure this noise level using an ANSI type 2 sound level meter on the "A" scale with an "S" response.

**3.17 Levelling**

- .1 Cause the car to stop automatically at floor level, without overshoot, regardless of load or direction of travel so that the car sill is level, within 6 mm (1/4"), with respect to the hoistway sill.
- .2 When the elevator cab is stopped at a floor, correct for over travel or under travel or movement of the cab away from the floor, by returning the car imperceptibly to floor level.

**3.18 Operating time**

- .1 Adjust the equipment so that the operating time is compatible with dependable, consistent operation without undue wear or excessive maintenance and so that this operating time can be readily maintained over the life of the elevator installation.
- .2 Adjust the equipment so that, with the control functioning so as to give the required time, the elevator operates under smooth acceleration and retardation and provides a comfortable and agreeable ride.

END OF SECTION  
END OF SPECIFICATION



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## TERMS OF PAYMENT

### **TP1 Amount Payable – General**

- 1.1. Subject to any other provisions of the contract, Her Majesty shall pay the Contractor, at the times and in the manner hereinafter set out, the amount by which
- 1.1.1. the aggregate of the amount described in TP2 exceeds
  - 1.1.2. the aggregate of the amount described in TP3
- and the Contractor shall accept that amount as payment in full satisfaction for everything furnished and done by him in respect of the work to which the payment relates.

### **TP2 Amounts Payable to the Contractor**

- 2.1 The amounts referred to in TP1.1.1 are the aggregate of
- 2.1.1 the amounts referred to in the Articles of Agreement, and
  - 2.1.2 the amounts, if any, that are payable to the Contractor pursuant to the General Conditions.

### **TP3 Amounts Payable to Her Majesty**

- 3.1 The amounts referred to in TP1.1.2 are the aggregate of the amounts, if any, that the Contractor is liable to pay Her Majesty pursuant to the contract.
- 3.2 When making any payment to the Contractor, the failure of Her Majesty to deduct an amount referred to in TP3.1 from an amount referred to in TP2 shall not constitute a waiver of the right to do so, or an admission of lack of entitlement to do so in any subsequent payment to the Contractor.

### **TP4 Time of Payment**

- 4.1 In these Terms of Payment :
- 4.1.1 The "payment period" means a period of 30 consecutive days or such other longer period as is agreed between the Contractor and the Engineer.
  - 4.1.2 An amount is "due and payable" when it is due and payable by Her Majesty to the Contractor according to TP4.4, TP4.7 or TP4.10.
  - 4.1.3 An amount is overdue when it is unpaid on the 1<sup>st</sup> day following the day upon which it is due and payable.
  - 4.1.4 The "date of payment" means the date of the negotiable instrument of an amount due and payable by the Receiver General for Canada and given for payment.
  - 4.1.5 The "Bank Rate" means the discount rate of interest set by the Bank of Canada in effect at the opening of business on the date of payment.
- 4.2 The Contractor shall, on the expiration of a payment period, deliver to the Engineer in respect of that payment period a written progress claim that fully describes any part of the work that has been completed, and any material that was delivered to the work site but not incorporated into the work, during that payment period.



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- 4.3 The Engineer shall, not later than 10 days after receipt by him of a progress claim referred to in TP4.2 :
- 4.3.1 inspect the part of the work and the material described in the progress claim; and
  - 4.3.2 issue a progress report, a copy of which the Engineer will give to the Contractor, that indicates the value of the part of the work and the material described in the progress claim that, in the opinion of the Engineer;
    - 4.3.2.1 is in accordance with the contract; and
    - 4.3.2.2 was not included in any other progress report relating to the contract.
- 4.4 Subject to TP1 and TP4.5 Her Majesty shall, not later than 30 days after the receipt by the Engineer of a progress report claim referred to in TP4.2, pay the Contractor :
- 4.4.1 an amount that is equal to 95 % of the value that is indicated in the progress report referred to in TP4.3.2 if a labour and material payment bond has been furnished by the Contractor, or
  - 4.4.2 an amount that is equal to 90 % of the value that is indicated in the progress report referred to in TP4.3.2 if a labour and material payment bond has not been furnished by the Contractor :
- 4.5 It is a condition precedent to Her Majesty's obligation under TP4.4 that the Contractor has made and delivered to the Engineer:
- 4.5.1 a statutory declaration described in TP4.6 in respect of a progress claim referred to in TP4.2;
  - 4.5.2 in the case of the Contractor's first progress claim, a construction schedule in accordance with the relevant sections of the Specifications; and
  - 4.5.3 if the requirement for a schedule is specified, an update of the said schedule at the times identified in the relevant sections of the Specifications.
- 4.6 A statutory declaration referred to in TP4.5 shall contain a deposition by the Contractor that, up to the date of the Contractor's progress claim, the Contractor has complied with all its lawful obligations with respect to the Labour Conditions, and that all lawful obligations of the Contractor to subcontractors and suppliers of material in respect of the work under the contract have been fully discharged.
- 4.7 Subject to TP1 and TP4.8, Her Majesty shall, not later than 30 days after the date of issue of an Interim Certificate of Completion referred to in GC44.2, pay the Contractor the amount referred to in TP1 less the aggregate of:
- 4.7.1 the sum of all payments that were made pursuant to TP4.4;
  - 4.7.2 an amount that is equal to the Engineer's estimate of the cost to Her Majesty of rectifying defects described in the Interim Certificate of Completion; and
  - 4.7.3 an amount that is equal to the Engineer's estimate of the cost to Her Majesty of completing the parts of the work described in the Interim Certificate of Completion other than the defects referred to in TP4.7.2





- 4.8 It is a condition precedent to Her Majesty's obligation under TP4.7 that the Contractor has made and delivered to the Engineer :
- 4.8.1 a statutory declaration described in TP4.9 in respect of an Interim Certificate of Completion referred to in GC44.2; and
- 4.8.2 if so specified in the relevant sections of the Specifications, an update of the construction schedule referred to in TP4.5.2 and the updated schedule shall, in addition to the specified requirements, clearly show a detailed timetable that is acceptable to the Engineer for the completion of any unfinished work and the correction of all listed defects.
- 4.9 A statutory declaration referred to in TP4.8 shall contain a deposition by the Contractor that up to the date of the Interim Certificate of Completion the Contractor has:
- 4.9.1 complied with all of the Contractor's lawful obligations with respect to the Labour Conditions;
- 4.9.2 discharged all of the Contractor's lawful obligations to the subcontractors and suppliers of material in respect of the work under the contract; and
- 4.9.3 discharged the Contractor's lawful obligations referred to in TP4.6.
- 4.10 Subject to TP1 and TP4.11, Her Majesty shall, not later than 60 days after the date of issue of a Final Certificate of Completion referred to in GC GC44.1, pay the Contractor the amount referred to in TP1 less the aggregate of :
- 4.10.1 the sum of all payments that were made pursuant to TP4.4; and
- 4.10.2 the sum of all payments that were made pursuant to TP4.7.
- 4.11 It is a condition precedent to Her Majesty's obligation under TP4.10 that the Contractor has made and delivered a statutory declaration described in TP4.12 to the Engineer.
- 4.12 A statutory declaration referred to in TP4.11 shall, in addition to the depositions described in TP4.9, contain a disposition by the Contractor that all of the Contractor's lawful obligations and any lawful claims against the Contractor that arose out of the performance of the contract have been discharged and satisfied.

**TP5 Progress Report and Payment Thereunder Not Binding on Her Majesty**

- 5.1 Neither a progress report referred to in TP4.3 nor any payment made by Her Majesty pursuant to these Terms of Payment shall be construed as an admission by Her Majesty that the work material or any part thereof is complete, is satisfactory or is in accordance with the contract.

**TP6 Delay in Making Payment**

- 6.1 Notwithstanding TP5 any delay by Her Majesty in making any payment when it is due pursuant to these Terms of Payment shall not be a breach of the contract by Her Majesty.
- 6.2 Her Majesty shall pay, without demand from the Contractor, simple interest at the Bank Rate plus 1 % centum on any amount which is overdue pursuant to TP4.1.3, and the interest shall apply from and include the day such amount became overdue until the day prior to the date of payment except that :



- 6.2.1 interest shall not be payable or paid unless the amount referred to in TP6.2 has been overdue for more than 15 days following
- 6.2.1.1 the date the said amount became due and payable; or
  - 6.2.1.2 the receipt by the Engineer of the Statutory Declaration referred to in TP4.5, TP4.8 or TP4.11;
- whichever is the later; and
- 6.2.2 interest shall not be payable or paid on overdue advance payments if any.

**TP7 Right of Set-off**

- 7.1 Without limiting any right of set-off or deduction given or implied by law or elsewhere in the contract, Her Majesty may set off any amount payable to Her Majesty by the Contractor under this contract or under any current contract against any amount payable to the Contractor under this contract.
- 7.2 For the purposes of TP7.1, "current contract" means a contract between Her Majesty and the Contractor :
- 7.2.1 under which the Contractor has an undischarged obligation to perform or supply work, labour or material; or
  - 7.2.2 in respect of which Her Majesty has, since the date on which the Articles of Agreement were made, exercised any right to take the work that is the subject of the contract out of the Contractor's hands.

**TP8 Payment in Event of Termination**

- 8.1 If the contract is terminated pursuant to GC41, Her Majesty shall pay the Contractor any amount that is lawfully due and payable to the Contractor as soon as is practicable under the circumstances.

**TP9 Interest in Settled Claims**

- 9.1 Her Majesty shall pay to the Contractor simple interest on the amount of a settled claim at an average Bank Rate plus 1 ¼ per centum from the date the settled claim was outstanding until the day prior to the date of payment.
- 9.2 For the purposes of TP9.1:
- 9.2.1 a claim is deemed to have been settled when an agreement in writing is signed by the Engineer and the Contractor setting out the amount of the claim to be paid by Her Majesty and the items of work for which the said amount is to be paid;
  - 9.2.2 an "average Bank Rate" means the discount rate of interest set by the Bank of Canada in effect at the end of each calendar month averaged over the period the settled claim was outstanding;
  - 9.2.3 a settled claim is deemed to be outstanding from the day immediately following the date the said claim would have been due and payable under the contract had it not been disputed.
- 9.3 For the purposes of TP9 a claim means a disputed amount subject to negotiation between Her Majesty and the Contractor under the contract.



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**APPENDIX "C"**  
**GENERAL CONDITIONS**

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## GENERAL CONDITIONS

### GC1 Interpretation

#### 1.1 In the contract

- 1.1.1 Where reference is made to a part of the contract by means of numbers preceded by letters, the reference shall be construed to be a reference to the particular part of the contract that is identified by that combination of letters and numbers and to any other part of the contract referred to therein :
- 1.1.2 “contract” means the contract documents referred to in the Articles of Agreement;
- 1.1.3 “contract security” means any security given by the Contractor to Her Majesty in accordance with the contract;
- 1.1.4 “Engineer” means the officer or employee of Her Majesty who is designated pursuant to the Articles of Agreement and includes a person specially authorized by him to perform, on his behalf, any of his functions under the contract and is so designated in writing to the Contractor.
- 1.1.5 “material” includes all commodities, articles and things required to be furnished by or for the Contractor under the contract for incorporation into the work;
- 1.1.6 “Minister” includes a person acting for, or if the office is vacant, in place of the Minister and his successors in the Office, and his or their lawful deputy and any of his or their representatives appointed for the purposes of the contract;
- 1.1.7 “person” includes, unless the context otherwise requires, a partnership, proprietorship, firm, joint venture, consortium and a corporation;
- 1.1.8 “plant” includes all animals, tools, implements, machinery, vehicles, buildings, structures, equipment and commodities, articles and things other than material, that are necessary for the due performance of the contract;
- 1.1.9 “subcontractor” means a person to whom the Contractor has, subject to GC4, subcontracted the whole or any part of the work;
- 1.1.10 “superintendent” means the employee of the Contractor who is designated by the Contractor to act pursuant to GC19;
- 1.1.11 “work” includes, subject only to any express stipulation in the contract to the contrary, everything that is necessary to be done, furnished or delivered by the Contractor to perform the contract.

1.2 The headings in the contract documents, other than in the Plans and Specifications, form no part of the contract but are inserted for convenience of reference only.

1.3 In interpreting the contract, in the event of discrepancies or conflicts between anything in the Plans and Specifications and the General Conditions, the General Conditions govern.

1.4 In interpreting the Plans and Specifications, in the event of discrepancies or conflicts between :

- 1.4.1 the Plans and Specifications, the Specifications govern;
- 1.4.2 the Plans, the Plans drawn with the largest scale govern; and
- 1.4.3 figured dimensions and scaled dimensions, the figured dimensions govern.

### GC2 Successors and Assigns

2.1 The contract shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.



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**GC3 Assignment of Contract**

- 3.1 The contract may not be assigned by the Contractor, either in whole or part, without the written consent of the Minister.

**GC4 Subcontracting by Contractor**

- 4.1 Subject to this General condition, the Contractor may subcontract any part of the work.
- 4.2 The Contractor shall notify the Engineer in writing of this intention to subcontract.
- 4.3 A notification referred to in GC4.2 shall identify the part of the work, and the subcontractor with whom it is intended to subcontract.
- 4.4 The Engineer may object to the intended subcontracting by notifying the Contractor in writing within 6 days of receipt by the Engineer of a notification referred to in GC4.2.
- 4.5 If the Engineer objects to a subcontracting pursuant to GC4.2 the Contractor shall not enter into the intended subcontract.
- 4.6 The Contractor shall not, without the written consent of the Engineer, change a subcontractor who has been engaged by him in accordance with this General Conditions.
- 4.7 Every subcontract entered into by the Contractor shall adopt all of the terms and conditions of the contract that are of general application.
- 4.8 Neither a subcontracting nor the Engineer's consent to a subcontracting by the Contractor shall be construed to relieve the Contractor from any obligation under the contract or to impose any liability upon Her Majesty.

**GC5 Amendments**

- 5.1 No amendment or change in any of the provisions of the contract shall have any force or effect until it is reduced in writing.

**GC6 No implied Obligations**

- 6.1 No implied terms or obligations of any kind by or on behalf of Her Majesty shall arise from anything in the contract and the express covenants and agreements therein contained and made by Her Majesty are the only covenants and agreements upon which any rights against Her Majesty are to be founded.
- 6.2 The contract supersedes all communications, negotiations and agreements, either written or oral, relating to the work that was made prior to the date of the contract.

**GC7 Time of Essence**

- 7.1 Time is of the essence of the contract.

**GC8 Indemnification by Contractor**

- 8.1 The Contractor shall identify and save Her Majesty harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings by whomever made, brought or prosecuted and in any manner bases upon, arising out of, related to, occasioned by or attributable to the activities of the Contractor, his servants, agents, subcontractors and sub-subcontractors in performing the work including and infringement or an alleged infringement of a patent of invention or any other kind of intellectual property.
- 8.2 For the purposes of GC8.1, "activities" includes any act improperly carried out, any omission to carry out an act and any delay in carrying out an act.



## **GC9 Indemnification by Her Majesty**

- 9.1 Her Majesty shall, subject to the Crown Liability Act, the Patent Act, and any other law that affects Her Majesty's rights, powers, privileges or obligations, indemnify and save the Contractor harmless from and against all claims, demands, losses, costs, damage, actions, suits or proceedings arising out of his activities under the contract that are directly attributable to :
- 9.1.1 lack of or a defect in Her Majesty's title to the work site whether real or alleged; or
  - 9.1.2 an infringement or an alleged infringement by the Contractor of any patent of invention or any other kind of intellectual property occurring while the Contractor was performing any act of the purposes of the contract employing a model, plan or design or any other thing related to the work that was supplied by Her Majesty to the Contractor.

## **GC10 Members of House of Commons Not to Benefit**

- 10.1 As required by the *Parliament of Canada Act*, it is an express condition of the contract that no member of the House of Commons shall be admitted to any share or part of the contract or to any benefit arising therefrom.

## **GC11 Notices**

- 11.1 Any notice, consent, order, decision, direction or other communication, other than a notice referred to in GC11.4, that may be given to the Contractor pursuant to the contract may be given in any manner.
- 11.2 Any notice, consent, order, decision, direction or other communication required to be given in writing to any party pursuant to the contract shall, subject to GC11.4, be deemed to have been effectively given
- 11.2.1 to the Contractor, if delivered personally to the Contractor or the Contractor's superintendent, or forwarded by mail, telex or facsimile to the Contractor at the address set out in A4.1 or
  - 11.2.2 to Her Majesty, if delivered personally to the Engineer, or forwarded by mail, telex or facsimile to the Engineer at the address set out in A1.2.1.
- 11.3 Any such notice, consent, order, decision, direction or other communication given in accordance with GC11.2 shall be deemed to have been received by either party
- 11.3.1 if delivered personally, on the day that it was delivered
  - 11.3.2 if forwarded by mail, on the earlier of the day it was received and the sixth day after it was mailed, and
  - 11.3.3 if forwarded by telex or facsimile, 24 hours after it was transmitted.
- 11.4. A notice given under GC38.1, GC40 and GC41, if delivered personally, shall be delivered to the Contractor if the Contractor is doing business as a sole proprietor or, if the Contractor is a partnership or corporation, to an officer thereof

## **GC12 Material, Plant and Real Property Supplied by Her Majesty**

- 12.1 Subject to GC12.2, the Contractor is liable to Her Majesty for any loss of or damage to material, plant or real property that is supplied or placed in the care, custody and control of the Contractor by Her Majesty for use in connection with the contract, whether or not that loss or damage is attributable to causes beyond the Contractor's control.
- 12.2 The Contractor is not liable to Her Majesty for any loss or damage to material, plant or real property referred to in GC12.1 if that loss or damage results from and is directly attributable to reasonable wear and tear.
- 12.3 The Contractor shall not use any material, plant or real property referred to in GC12.1 except for the purpose of performing this contract.



- 12.4 When the Contractor fails to make good any loss or damage for which he is liable under GC12.1 within a reasonable time after being required to do so by the Engineer, the Engineer may cause the loss or damage to be made good at the Contractor's expense, and the Contractor shall thereupon be liable to Her Majesty for the cost thereof and shall, on demand, pay to Her Majesty an amount equal to that cost.
- 12.5 The Contractor shall keep such records of all material, plant and real property referred to in GC12.1 as the Engineer from time to time requires and shall satisfy the Engineer, when requested, that such material, plant and real property are at the place and in the condition in which they ought to be.

### **GC13 Material, Plant and Real Property Become Property of Her Majesty**

- 13.1 Subject to GC14.7 all material and plant and the interest of the Contractor in all real property, licenses, powers and privileges purchased, used or consumed by the Contractor for the contract shall, after the time of their purchase, use or consumption be the property of Her Majesty for the purposes of the work and they shall continue to be the property of Her Majesty,
- 13.1.1 in the case of material, until the Engineer indicates that he is satisfied that it will not be required for the work, and
- 13.1.2 in the case of plant, real property, licenses, powers and privileges, until the Engineer indicates that he is satisfied that the interest vested in Her Majesty therein is no longer required for the purposes of the work.
- 13.2 Material or plant that is the property of V virtue of GC13.1 shall not be taken away from the work site or used or disposed of except for the purposes of the work without the written consent of the Engineer.
- 13.3 Her Majesty is not liable for loss of or damage from any cause to the material or plant referred to in GC13.1 and the Contractor is liable for such loss or damage notwithstanding and the material or plant is the property of Her Majesty.

### **GC14 Permits and Taxes Payable**

- 14.1 The Contractor shall, within 30 days after the date of the contract, tender to a municipal authority an amount equal to all fees and charges that would be lawfully payable to that municipal authority in respect of building permits as if the work were being performed for a person other than Her Majesty.
- 14.2 Within 10 days of making a tender pursuant to GC14.1, the Contractor shall notify the Engineer of his action and of the amount tendered and whether or not the municipal authority has accepted that amount.
- 14.3 If the municipal authority does not accept the amount tendered pursuant to GC14.1 the Contractor shall pay that amount to Her Majesty within 6 days after the time stipulated in GC14.2.
- 14.4 For the purposes of GC14.1 to GC14.3 "municipal authority" means any authority that would have jurisdiction respecting permission to perform the work if the owner were not Her Majesty.
- 14.5 Notwithstanding the residency of the Contractor, the Contractor shall pay any applicable tax arising from or related to the performance of the work under the Contractor.
- 14.6 In accordance with the Statutory Declaration referred to in TP4.9, a Contractor who has neither residence nor place of business in the province in which work under the contract is being performed shall provide Her Majesty with proof of registration with the provincial sales tax authorities in the said province.
- 14.7 For the purpose of the payment of any applicable tax or the furnishing of security for the payment of any applicable tax arising from or related to the performance of the work under the contract, the Contractor shall, notwithstanding the fact that all material, plant and interest of the Contractor in all real property, licenses,



powers and privileges, have become the property of Her Majesty after the time of purchase, the liable, as a user of consumer, for the payment or for the furnishing of security for the payment of any applicable tax payable, at the time of the use or consumption of that material, plant or interest of the Contractor in accordance with the relevant legislation.

#### **GC15 Performance of Work under Direction of Engineer**

15.1 The Contractor shall:

- 15.1.1 permit the Engineer to have access to the work and its site of all times during the performance of the contract;
- 15.1.2 furnish the Engineer with such information respecting the performance of the contract as he may require; and
- 15.1.3 give the Engineer every possible assistance to enable the Engineer to carry out his duty to see that the work is performed in accordance with the contract and to carry out any other duties and exercise any powers specially imposed or conferred on the Engineer under the contract.

#### **GC16 Cooperation with Other Contractors**

16.1 Where, in the opinion of the Engineer, it is necessary that other contractors or workers with or without plant and material be sent onto the work or its site, the Contractor shall, to the satisfaction of the Engineer, allow them access and cooperate with them in the carrying out of their duties and obligations.

16.2 If

- 16.2.1 the sending onto the work or its site of other contractors or workers pursuant to GC16.1 could not have been reasonably foreseen or anticipated by the Contractor when entering into the contract, and
- 16.2.2 the Contractor incurs, in the opinion of the Engineer, extra expense in complying with GC16.1, and
- 16.2.3 the Contractor has given the Engineer written notice of his claim for the extra expense referred to in GC16.2.2 within 30 days of the date that the other contractors or workers were sent onto the work or its site.

Her Majesty shall pay the Contractor the cost, calculated in accordance with GC48 to GC50, of the extra labour, plant and material that was necessarily incurred.

#### **GC17 Examination of Work**

17.1 If, at any time after the commencement of the work but prior to the expiry of the warranty or guarantee period, the Engineer has reason to believe that the work or any part thereof has not been performed in accordance with the contract, the Engineer may have that work examined by an expert of his choice.

17.2 If, as a result of an examination of the work referred to in GC17.1, it is established that the work was not performed in accordance with the contract, then, in addition to and without limiting or otherwise affecting any of Her Majesty's rights and remedies under the contract either at law or in equity, the Contractor shall pay Her Majesty, on demand, all reasonable costs and expenses that were incurred by Her Majesty in having that examination performed.

#### **GC18 Clearing of Site**

18.1 The Contractor shall maintain the work and its site in a tidy condition and free from the accumulation of waste material and debris, in accordance with any directions of the Engineer.

18.2 Before the issue of an interim certificate referred to in GC44.2, the Contractor shall remove all the plant and material not required for the performance of the remaining work, and all waste material and other debris, and





shall cause the work and its site to be clean and suitable for occupancy by Her Majesty's servants, unless otherwise stipulated in the contract.

- 18.3 Before the issue of a final certificate referred to in GC44.1, the Contractor shall remove from the work and its site all of the surplus plant and material and any waste material and other debris.
- 18.4 The Contractor's obligations described in GC18.1 to GC18.3 do not extend to waste material and other debris caused by Her Majesty's servants or contractors and workers referred to in GC16.1.

#### **GC19 Contractor's Superintendent**

- 19.1 The Contractor shall, forthwith upon the award of the contract, designate a superintendent.
- 19.2 The Contractor shall forthwith notify the Engineer of the name, address and telephone number of a superintendent designated pursuant to GC19.1.
- 19.3 A superintendent designated pursuant to GC19.1 shall be in full charge of the operations of the Contractor in the performance of the work and is authorized to accept any notice, consent, order, direction, decision or other communication on behalf of the Contractor that may be given to the superintendent under the contract.
- 19.4 The Contractor shall, until the work has been completed, keep a competent superintendent at the work site during work hours.
- 19.5 The Contractor shall, upon the request of the Engineer, remove any superintendent who, in the opinion of the Engineer, is incompetent or has been conducting himself improperly and shall forthwith designate another superintendent who is acceptable to the Engineer.
- 19.6 Subject to GC19.5, the Contractor shall not substitute a superintendent without the written consent of the Engineer.
- 19.7 A breach by the Contractor of GC19.6 entitles the Engineer to refuse to issue any certificate referred to in GC44 until the superintendent has returned to the work site or another superintendent who is acceptable to the Engineer has been substituted.

#### **GC20 National Security**

- 20.1 If the Minister is of the opinion that the work is of a class or kind that involves the national security he may order the Contractor :
- 20.1.1 to provide him with any information concerning persons employed or to be employed by him for purposes of the contract; and
- 20.1.2 to remove any person from the work and its site if, in the opinion of the Minister, that person may be a risk to the national security.
- 20.2 The Contractor shall, in all contracts with persons who are to be employed in the performance of the contract, make provisions for his performance of any obligation that may be imposed upon him under GC19 to GC21.
- 20.3 The Contractor shall comply with an order of the Minister under GC20.1.

#### **GC21 Unsuitable Workers**

- 21.1 The Contractor shall, upon the request of the Engineer, remove any person employed by him for purposes of the contract who, in the opinion of the Engineer, is incompetent or has conducted himself improperly, and the Contractor shall not permit a person who has been removed to return to the work site.



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## **GC22 Increased or Decreased Costs**

- 22.1 The amount set out in the Articles of Agreement shall not be increased or decreased by reason of any increase or decrease in the cost of the work that is brought about by an increase or decrease in the cost of labour, plant or material or any wage adjustment arising pursuant to the Labour Conditions.
- 22.2 Notwithstanding GC22.1 and GC35, an amount set out in the Articles of Agreement shall be adjusted in the manner provided in GC22.3, if any change in a tax imposed under the *Excise Act*, the *Excise Tax Act*, the *Old Age Security Act*, the *Customs Act*, the *Customs Tariff* or any provincial sales tax legislation imposing a retail sales tax on the purchase of tangible personal property incorporated into Real Property.
- 22.2.1 occurs after the date of the submission by the Contractor of his tender for the contract,
- 22.2.2 applies to material, and
- 22.2.3 affects the cost to the Contractor of that material.
- 22.3 If a change referred to in GC22.2 occurs, the appropriate amount set out in the Articles of Agreement shall be increased or decreased by an amount equal to the amount that is established by an examination of the relevant records of the Contractor referred to in GCS1 to be the increase or decrease in the cost incurred that is directly attributable to that change.
- 22.4 For the purpose of GC22.2, where a tax is changed after the date of submission of the tender but public notice of the change has been given by the Minister of Finance before that date, the change shall be deemed to have occurred before the date of submission of the tender.

## **GC23 Canadian Labour and Material**

- 23.1 The Contractor shall use Canadian labour and material in the performance of the work to the full extent to which they are procurable, consistent with proper economy and the expeditious carrying out of the work.
- 23.2 Subject to GC23.1, the Contractor shall, in the performance of the work, employ labour from the locality where the work is being performed to the extent to which it is available, and shall use the offices of the Canada Employment Centers for the recruitment of workers wherever practicable.
- 23.3 Subject to GC23.1 and GC23.2, the Contractor shall, in the performance of the work, employ a reasonable proportion of persons who have been on active service with the armed forces of Canada and have been honorably discharged therefrom.

## **GC24 Protection of Work and Documents**

- 24.1 The Contractor shall guard or otherwise protect the work and its site, and protect the contract, specifications, plans, drawings, information, material plants and real property, whether or not they are supplied by Her Majesty to the Contractor, against loss or damage from any cause, and he shall not use, issue, disclose or dispose of them without the written consent of the Minister, except as maybe essential for the performance of the work.
- 24.2 If any document or information given or disclosed to the Contractor is assigned a security rating by the person who gave or disclosed it, the Contractor shall take all measures directed by the Engineer to be taken to ensure the maintenance of the degree of security that is ascribed to that rating.
- 24.3 The Contractor shall provide all facilities necessary for the purpose of maintaining security, and shall assist any person authorized by the Minister to inspect or to take security measures in respect of the work and its site.
- 24.4 The Engineer may direct the Contractor to do such things and to perform such additional work as the Engineer considers reasonable and necessary to ensure compliance with or to remedy a breach of GC24.1 to GC24.3.



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**GC25 Public Ceremonies and Signs**

- 25.1 The Contractor shall not permit any public ceremony in connection with the work without the prior consent of the Minister.
- 25.2 The Contractor shall not erect or permit the erection of any sign or advertising on the work or its site without prior consent of the Engineer.

**GC26 Precautions Against Damage, Infringement of Rights, Fire and Other Hazard**

- 26.1 The Contractor shall, at his own expense, do whatever is necessary to ensure that :
- 26.1.1 no person, property, right easement or privilege is injured, damages or infringed by reasons of the Contractor's activities in performing the contract;
  - 26.1.2 pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the work or plant;
  - 26.1.3 fire hazard in or about the work or its site are eliminated and, subject to any direction that may be given by the Engineer, any fire is promptly extinguished;
  - 26.1.4 the health and safety of all persons employed in the performance of the work is not endangered by the method or means of its performance;
  - 26.1.5 adequate medical services are available to all persons employed on the work or its site at all times during the performance of the work;
  - 26.1.6 adequate sanitation measures are taken in respect of the work and its site; and
  - 26.1.7 all stakes, buoys and marks placed on the work or its site by or under the authority of the Engineer are protected and are not removed, defaced, altered or destroyed.
- 26.2 The Engineer may direct the Contractor to do such things and to perform such additional work as the Engineer considers reasonable and necessary to ensure compliance with or to remedy a breach of GC26.1.
- 26.3 The Contractor shall, at his own expense, comply with a direction of the Engineer made under GC26.2.

**GC27 Insurance**

- 27.1 The Contractor shall, at his own expense, obtain and maintain insurance contracts in respect of the work and shall provide evidence thereof to the Engineer in accordance with the requirements of the Insurance Conditions in Appendix "E".
- 27.2 The insurance contracts referred to in GC27.1 shall:
- 27.2.1 be in a form, of the nature, in the amounts, for the periods and containing the terms and conditions specified in Insurance Conditions in Appendix "E".and
  - 27.2.2 provide for the payment of claims under such insurance contracts in accordance with GC28.



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## **GC28 Insurance Proceeds**

- 28.1 In the case of a claim payable under a Builders Risk/Installation (All Risks) insurance contract maintained by the Contractor pursuant to GC27, the proceeds of the claim shall be paid directly to Her Majesty, and
- 28.1.1 the monies so paid shall be held by Her Majesty for the purposes of the contract, or
- 28.1.2 if Her Majesty elects, shall be retained by Her Majesty, in which event they vest in Her Majesty absolutely.
- 28.2 In the case of a claim payable under a General Liability insurance contract maintained by the Contractor pursuant to GC27, the proceeds of the claim shall be paid by the insurer directly to the claimant.
- 28.3 If an election is made pursuant to GC28.1, the Minister may cause an audit to be made of the accounts of the Contractor and of Her Majesty in respect of the part of the work that was lost, damaged or destroyed for the purpose of establishing the difference, if any, between
- 28.3.1 the aggregate of the amount of the loss or damage suffered or sustained by Her Majesty, including any costs incurred in respect of the clearing and cleaning of the work and its site and any other amount that is payable by the Contractor to Her Majesty under the contract, minus any monies retained pursuant to GC28.1.2, and
- 28.3.2 the aggregate of the amounts payable by Her Majesty to the Contractor pursuant to the contract up to the date of the loss or damage.
- 28.4 A difference that is established pursuant to GC28.3 shall be paid forthwith by the party who is determined by the audit to be the debtor to the party who is determined by the audit to be the creditor.
- 28.5 When payment of a deficiency has been made pursuant to GC28.4, all rights and obligations of Her Majesty and the Contractor under the contract shall, with respect only to the part of the work that was the subject of the audit referred to in GC28.3, be deemed to have been expended and discharged.
- 28.6 If an election is not made pursuant to GC28.1.2 the Contractor shall, subject to GC28.7, clear and clean the work and its site and restore and replace the part of the work that was lost, damaged or destroyed at his own expense as if that part of the work had not yet been performed.
- 28.7 When the Contractor clears and cleans the work and its site and restores and replaces the work referred to in GC28.6, Her Majesty shall pay him out of the monies referred to in GC28.1 so far as they will thereunto extend.
- 28.8 Subject to GC28.7, payment by Her Majesty pursuant to GC28.7 shall be made in accordance with the contract but the amount of each payment shall be 100% of the amount claimed notwithstanding TP4.4.1 and TP4.4.2.

## **GC29 Contract Security**

- 29.1 The Contractor shall obtain and deliver contract security to the Engineer in accordance with the provisions of the Contract Security Conditions.
- 29.2 If the whole or a part of the contract security referred to in GC29.1 is in the form of a security deposit, it shall be held and disposed of in accordance with GC43 and GC45.
- 29.3 If a part of the contract security referred to in GC29.1 is in the form of a labour and material payment bond, the Contractor shall post a copy of that bond on the work site.

## **GC30 Changes in the Work**

- 30.1 Subject to GC5, the Engineer may, at any time before he issues his Final Certificate of Completion,



- 30.1.1 order work or material in addition to that provided for in the Plans and Specifications, and
- 30.1.2 delete or change the dimensions, character, quality, quality, description, location or position of the whole or any part of the work or material provided for in the Plans and Specifications or in any order made pursuant to GC30.1.1, if that additional work or material, deletion, or change is, in his opinion, consistent with the general intent of the original contract
- 30.2 The Contractor shall perform the work in accordance with such orders, deletions and changes that are made by the Engineer pursuant to GC30.1 from time to time as if they had appeared in and been part of the Plans and Specifications.
- 30.3 The Engineer shall determine whether or not anything done or omitted by the Contractor pursuant to an order, deletion or change referred to in GC30.1 increased or decreased the cost of the work to the Contractor.
- 30.4 If the Engineer determines pursuant to GC30.3 that the cost of the work to the Contractor has been increased, Her Majesty shall pay the Contractor the increased cost that the Contractor necessarily incurred for the additional work calculated in accordance with GC49 or GC50
- 30.5 If the Engineer determines pursuant to GC30.3 that the cost of the work to the Contractor has been decreased, Her Majesty shall reduce the amount payable to the Contractor under the contract by an amount equal to the decrease in the cost caused by the deletion or change referred to in GC30.1.2 and calculated in accordance with GC49.
- 30.6 GC30.3 to GC30.5 are applicable only to a contract or a portion of a contract for which a Fixed Price Arrangement is stipulated in the contract.
- 30.7 An order, deletion or change referred to in GC30.1 shall be in writing, signed by the Engineer and given to the Contractor in accordance with GC11.

### **31 Interpretation of Contract by Engineer**

- 31.1 If, at the time before the Engineer has issued a Final Certificate of Completion referred to in GC44.1, any question arises between the parties about whether anything has been done as required by the contract or about what the Contractor is required by the contract to do, and, in particular but without limiting the generality of the foregoing, about
  - 31.1.1 the meaning of anything in the Plans and Specifications,
  - 31.1.2 the meaning to be given to the Plans and Specifications in case of any error therein, omission therefrom, or obscurity or discrepancy in their wording or intention,
  - 31.1.3 whether or not the quality or quantity of any material or workmanship supplied or proposed to be supplied by the Contractor meets the requirements of the contract,
  - 31.1.4 whether or not the labour, plant or material provided by the Contractor for performing the work and carrying out the contract are adequate to ensure that the work will be performed in accordance with the contract and that the contract will be carried out in accordance with its terms,
  - 31.1.5 what quantity of any kind of work has been completed by the Contractor, or
  - 31.1.6 the timing and scheduling of the various phases of the performance of the work, the question shall be decided by the Engineer whose decision shall be final and conclusive in respect of the work.
- 31.2 The Contractor shall perform the work in accordance with any decisions of the Engineer that are made under GC31.1 and in accordance with any consequential directions given by the Engineer.

### **GC32 Warranty and Rectification of Defects in Work**

- 32.1 Without restricting any warranty or guarantee implied or imposed by law or contained in the contract documents, the Contractor shall, at his own expense,



- 32.1.1 rectify and make good any defect or fault that appears in the work or comes to the attention of the Minister with respect to those parts of the work accepted in connection with the Interim Certificate of Completion referred to GC44.2 within 12 months from the date of the Interim Certificate of Completion;
- 32.1.2 rectify and make good any defect or fault that appears in or comes to the attention of the Minister in connection with those part of the work described in the Interim Certificate of Completion referred to in GC44.2 within 12 months from the date of the Final Certificate of Completion referred to in GC44.1.
- 32.2 The Engineer may direct the Contractor to rectify and make good any defect or fault referred to in GC32.1 or covered by any other expressed or implied warranty or guarantee.
- 32.3 A direction referred to in GC32.2 shall be in writing, may include a stipulation in respect of the time within which a defect or fault is required to be rectified and made good by the Contractor, and shall be given to the Contractor in accordance with GC11.
- 32.4 The Contractor shall rectify and make good any defect or fault described in a direction given pursuant to GC32.2 within the time stipulated therein.

### **GC33 Non-Compliance by Contractor**

- 33.1 If the Contractor fails to comply with any decision or direction given by the Engineer pursuant to GC18, GC24, GC26, GC31 or GC32, the Engineer may employ such methods as he deems advisable to do that which the Contractor failed to do.
- 33.2 The Contractor shall, on demand, pay Her Majesty an amount that is equal to the aggregate of all costs, expenses and damage incurred or sustained by Her Majesty by reason of the Contractor's failure to comply with any decision or direction referred to in GC33.1, including the cost of any methods employed by the Engineer pursuant to GC33.1.

### **GC34 Protesting Engineer's Decisions**

- 34.1 The Contractor may, within 10 days after the communication to him of any decision or direction referred to in GC30.3 or GC33.1, protest that decision or direction.
- 34.2 A protest referred to in GC34.1 shall be in writing, contain full reasons for the protest, be signed by the Contractor and be given to Her Majesty by delivery to the Engineer.
- 34.3 If the Contractor gives a protest pursuant to GC34.2, any compliance by the Contractor with the decision or direction that was protested shall not be construed as an admission by the Contractor of the correctness of that decision or direction, or prevent the Contractor from taking whatever action he considers appropriate in the circumstance.
- 34.4 The giving of a protest by the Contractor pursuant to GC34.2 shall not relieve him from complying with the decision or direction that is the subject of the protest.
- 34.5 Subject to GC34.6, the Contractor shall take any action referred to in GC34.3 within three months after the date that a Final Certificate of Completion is issued under GC44.1 and not afterwards.
- 34.6 The Contractor shall take any action referred to in GC34.3 resulting from a direction under GC32 within three months after the expiry of a warranty or guarantee period and not afterwards.
- 34.7 Subject to GC34.8, if Her Majesty determines that the Contractor's protest is justified, Her Majesty shall pay the Contractor the cost of the additional labour, plant and material necessarily incurred by the Contractor in carrying out the protested decision or direction.
- 34.8 Costs referred to in GC34.7 shall be calculated in accordance with GC48 to GC50.



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**GC35 Changes in Soil Conditions and Neglect or Delay by Her Majesty.**

- 35.1 Subject to GC35.2 no payment, other than a payment that is expressly stipulated in the contract, shall be made by Her Majesty to the Contractor for any extra expense or any loss or damage incurred or sustained by the Contractor.
- 35.2 If the Contractor incurs or sustains any extra expense or any loss or damage that is directly attributable to :
- 35.2.1 a substantial difference between the information relating to soil conditions at the work site that is contained in the Plans and Specifications or other documents supplied to the Contractor for his use in preparing his tender or a reasonable assumption of fact based thereon made by the Contractor, and the actual soil conditions encountered by the Contractor at the work site during the performance of the contract, or
- 35.2.2 any neglect or delay that occurs after the date of the contract on the part of Her Majesty in providing any information or in doing any act that the contract either expressly required Her Majesty to do or that would ordinarily be done by an owner in accordance with the usage of the trade, he shall, within 10 days of the date the actual soil conditions described in GC35.2.1 were encountered or the neglect or delay described in GC35.2.2 occurred, give the Engineer written notice of his intention to claim for that extra expense or that loss or damage.
- 35.3 When the Contractor has given a notice referred to in GC35.2, he shall give the Engineer a written claim for extra expense or loss or damage within 30 days of the date that a Final Certificate of Completion referred to in GC44.1 is issued and not afterwards.
- 35.4 A written claim referred to in GC35.3 shall contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the claim to enable the Engineer to determine whether or not the claim is justified and the Contractor shall supply such further and other information for that purpose as the Engineer requires from time to time.
- 35.5 If the Engineer determines that a claim referred to in GC35.3 is justified, Her Majesty shall make an extra payment to the Contractor in an amount that is calculated in accordance with GC47 to GC50.
- 35.6 If, in the opinion of the Engineer, an occurrence described in GC35.2.1 results in a savings of expenditure by the Contractor in performing the contract, the amount set out in the Articles of Agreement shall, subject to GC35.7, be reduced by an amount that is equal to the saving.
- 35.7 The amount of the saving referred to in GC35.6 shall be determined in accordance with GC47 to GC49.
- 35.8 If the Contractor fails to give a notice referred to in GC35.2 and a claim referred to in GC35.3 within the times stipulated, an extra payment shall not be made to him in respect of the occurrence.

**GC36 Extension to Time**

- 36.1 Subject to GC36.2, the Engineer may, on the application of the Contractor made before the day fixed by the Articles of Agreement for completion of the work or before any other date previously fixed under this General Conditions, extend the time for its completion by fixing a new date if, in the opinion of the Engineer, causes beyond the control of the Contractor have delayed its completion.
- 36.2 An application referred to in GC36.1 shall be accompanied by the written consent of the bonding company whose bond forms part of the contract security.

**GC37 Assessments and Damages for Late Completion**

- 37.1 For the purposes of this General Conditions :
- 37.1.1 the work shall be deemed to be completed on the date that an Interim Certificate of Completion referred to in GC44.2 is issued, and





- 37.1.2 “period of delay” means the number of days commencing on the day fixed by the Articles of Agreement for completion of the work and ending on the day immediately preceding the day on which the work is completed but does not include any day within a period of extension granted pursuant to GC36.1, and any other day on which, in the opinion of the Engineer, completion of the work was delayed for reasons beyond the control of the Contractor.
- 37.2 If the Contractor does not complete the work by the day fixed for its completion by the Articles of Agreement but completes it thereafter, the Contractor shall pay Her Majesty an amount equal to the aggregate of
- 37.2.1 all salaries, wages and travelling expenses incurred by Her Majesty in respect of persons overseeing the performance of the work during the period of delay;
- 37.2.2 the costs incurred by Her Majesty as a result of the inability to use the completed work for the period of delay, and
- 37.2.3 all other expenses and damages incurred or sustained by Her Majesty during the period of delay as a result of the work not being completed by the day fixed for its completion.
- 37.3 The Minister may waive the right of Her Majesty to the whole or any part of the amount payable by the Contractor pursuant to GC37.2 if, in the opinion of the Minister, it is in the public interest to do so.

#### **GC38 Taking the Work Out of the Contractor’s Hands**

- 38.1 The Minister may, at his sole discretion, by giving a notice in writing to the Contractor in accordance with GC11, take all or any part of the work out of the Contractor’s hands, and may employ such means as he sees fit to have the work completed if the Contractor
- 38.1.1 has not, within 6 days of the Minister or the Engineer giving notice to the Contractor in writing in accordance with GC11, remedied any delay in the commencement or any default in the diligent performance of the work to the satisfaction of the Engineer;
- 38.1.2 has defaulted in the completion of any part of the work within the time fixed for its completion by the contract;
- 38.1.3 has become insolvent or has committed an act of bankruptcy, and has neither made a proposal to its creditors nor filed a notice of intention to make such a proposal, pursuant to the Bankruptcy and Insolvency Act;
- 38.1.4 has committed an act of bankruptcy;
- 38.1.5 has abandoned the work;
- 38.1.6 has made an assignment of the contract without the consent required by GC3.1; or
- 38.1.7 has otherwise failed to observe or perform any of the provisions of the contract.
- 38.2 If the Contractor has become insolvent or has committed an act of bankruptcy, and has either made a proposal to its creditors or filed a notice of intention to make such a proposal, pursuant to the *Bankruptcy and Insolvency Act*, the Contractor shall immediately forward a copy of the proposal or the notice of intention to Her Majesty.
- 38.3 If the whole or any part of the work is taken out of the Contractor’s hands pursuant to GC38.1,
- 38.3.1 the Contractor’s right to any further payment that is due or accruing due under the contract is, subject only to GC38.5, extinguished, and
- 38.3.2 the Contractor is liable to pay Her Majesty, upon demand, an amount that is equal to the amount of all loss and damage incurred or sustained by Her Majesty in respect of the Contractor’s failure to complete the work.





38.4 If the whole or any part of the work that is taken out of the Contractor's hands pursuant to GC38.1 is complete by Her Majesty, the Engineer shall determine the amount, if any, of the holdback or a progress claim that had accrued and was due prior to the date on which the work was taken out of the Contractor's hands and that is not required for the purposes of having the work performed or of compensating Her Majesty for any other loss or damage incurred or sustained by reason of the Contractor's default.

38.5 Her Majesty may pay the Contractor the amount determined not to be required pursuant to GC38.4.

#### **GC39 Effect of Taking the Work Out of the Contractor's Hands**

39.1 The taking of the work or any part thereof out of the Contractor's hands pursuant to GC38 does not operate so as to relieve or discharge him from any obligation under the contract or imposed upon him by law except the obligation to complete the performance of that part of the work that was taken out of his hands.

39.2 If the work or any part thereof is taken out of the Contractor's hands pursuant to GC38, all plant and material and the interest of the Contractor in all real property, licenses, powers and privileges acquired, used or provided by the Contractor under the contract shall continue to be the property of Her Majesty without compensation to the Contractor.

39.3 When the Engineer certifies that any plant, material, or any interest of the Contractor referred to in GC39.2 is no longer required for the purposes of the work, or that it is not in the interests of Her Majesty to retain that plant, material, or interest, it shall revert to the Contractor.

#### **GC40 Suspension of Work by Minister**

40.1 The Minister may, when in his opinion it is in the public interest to do so, require the Contractor to suspend performance of the work either for a specified or an unspecified period by giving notice of suspension in writing to the Contractor in accordance with GC11.

40.2 When a notice referred to in GC40.1 is received by the Contractor in accordance with GC11, he shall suspend all operations in respect of the work except those that, in the opinion of the Engineer, are necessary for the care and preservation of the work, plant and material.

40.3 The Contractor shall not, during a period of suspension, remove any part of the work, plant or material from its site without the consent of the Engineer.

40.4 If a period of suspension is 30 days or less, the Contractor shall, upon the expiration of the period, resume the performance of the work and has is entitled to be paid the extra cost, calculated in accordance with GC48 to GC50, of any labour, plant and material necessarily incurred by him as a result of the suspension.

40.5 If, upon the expiration of a period of suspension of more than 30 days, the Minister and the Contractor agree that the performance of the work will be continued by the Contractor, the Contractor shall resume performance of the work subject to any terms and conditions agreed upon by the Minister and the Contractor.

40.6 If, upon the expiration of a period of suspension of more than 30 days, the Minister and the Contractor do not agree that performance of the work will be continued by the Contractor or upon the terms and conditions under which the Contractor will continue the work, the notice of suspension shall be deemed to be a notice of termination pursuant to GC41.

#### **GC41 Termination of Contractor**

41.1 The minister may terminate the contract at any time by giving a notice of termination in writing to the Contractor in accordance with GC11.

41.2 When a notice referred to in GC41.1 is received by the Contractor in accordance with GC11, he shall subject to any conditions stipulated in the notice, forthwith cease all operations in performance of the contract.



- 41.3 If the contract is terminated pursuant to GC41.1, Her Majesty shall pay the Contractor, subject to GC41.4, an amount equal to
- 41.3.1 the cost to the Contractor of all labour, plant and material supplied by him under the contract up to the date of termination in respect of a contract or part thereof for which a Unit Price Agreement is stipulated in the contract, or
  - 41.3.2 the lesser of
    - 41.3.2.1 an amount, calculated in accordance with the Terms and Payment, that would have been payable to the Contractor had he completed the work, and
    - 41.3.2.2 an amount that is determined to be due to the Contractor pursuant to GC49 in respect of a contract or part thereof for which is a Fixed Price Arrangement is stipulated in the contract,
- less the aggregate of all amounts that were paid to the Contractor by Her Majesty and all amounts that are due to Her Majesty from the Contractor pursuant to the contract.
- 41.4 If Her Majesty and the Contractor are unable to agree about an amount referred to in GC41.3 that amount shall be determined by the method referred to in GC50.

#### **GC42 Claims Against and Obligations of the Contractor or Subcontractor**

- 42.1 Her Majesty may, in order to discharge lawful obligations of and satisfy claims against the Contractor or a subcontractor arising out of the performance of the contract, pay any amount that is due and payable to the Contractor pursuant to the contract directly to the obliges of and the claimants against the Contractor or the subcontractor but such amount, if any, as is paid by Her Majesty shall not exceed that amount which the Contractor would have been obliged to pay to such claimant had the provisions of the Provincial or Territorial lien legislation, or, in the Province of Quebec, the law relating to privileges, been applicable to the work. Any such claimant need not comply with the provisions of such legislation setting out the steps by way of notice, registration or otherwise as might have been necessary to preserve or perfect any claim for lien or privilege which claimant might have had;
- 42.2 Her Majesty will not make any payment as described in GC42.1 unless and until that claimant shall have delivered to Her Majesty :
- 42.2.1 a binding and enforceable Judgment or Order of a court of competent jurisdiction setting forth such amount as would have been payable by the Contractor to the claimant pursuant to the provisions of the applicable Provincial or Territorial lien legislation, or, in the Province of Quebec, the law relating to privileges, had such legislation been applicable to the work; or
  - 42.2.2 a final and enforceable award of an arbitrator setting forth such amounts as would have been payable by the Contractor to the claimant pursuant to the provisions of the applicable Provincial or Territorial lien legislation, or, in the Province of Quebec, the law relating to privileges, had such legislation been applicable to the work; or
  - 42.2.3 the consent of the Contractor authorizing a payment.
- For the purposes of determining the entitlement of a claimant pursuant to GC42.2.1 and GC42.2.2, the notice required by GC42.8 shall be deemed to replace the registration or provisions of notice after the performance of work as required by any applicable legislation and no claim shall be deemed to have expired, become void or unenforceable by reason of the claimant not commencing any action within the time prescribed by any applicable legislation.
- 42.3 The Contractor shall, by the execution of this contract, be deemed to have consented to submit to binding arbitration at the request of any claimant those questions that need be answered to establish the entitlement of the claimant to payment pursuant to the provisions of GC42.1 and such arbitration shall have as parties to it any subcontractor to whom the claimant supplied material, performed work or rented equipment should such subcontractor wish to be adjoined and the Crown shall not be a party to such arbitration and, subject to



any agreement between the Contractor and the claimant to the contrary, the arbitration shall be conducted in accordance with the Provincial or Territorial legislation governing arbitration applicable in the Province or Territory in which the work is located.

- 42.4 A payment made pursuant to GC42.1 is, to the extent of the payment, a discharge of Her Majesty's liability to the Contractor under the contract and may be deducted from any amount payable to the Contractor under the contract.
- 42.5 To the extent that the circumstances of the work being performed for Her Majesty permit, the Contractor shall comply with all laws in force in the Province or Territory where the work is being performed relating to payment period, mandatory holdbacks, and creation and enforcement of mechanics' liens, builders' liens or similar legislation or in the Province of Quebec, the law relating to privileges.
- 42.6 The Contractor shall discharge all his lawful obligations and shall satisfy all lawful claims against him arising out of the performance of the work at least as often as the contract requires Her Majesty to pay the Contractor.
- 42.7 The Contractor shall, whenever requested to do so by the Engineer, make a statutory declaration deposing to the existence and condition of any obligations and claims referred to in GC42.6,
- 42.8 GC42.1 shall only apply to claims and obligations :
- 42.8.1 the notification of which has been received by the Engineer in writing before payment is made to the Contractor pursuant to TP4.10 and within 120 days of the date on which the claimant
    - 42.8.1.1 should have been paid in full under the claimant's contract with the Contractor or subcontractor where the claim is for money that was lawfully required to be held back from the claimant; or
    - 42.8.1.2 performed the last of the services, work or labour, or furnished the last of the material pursuant to the claimant's contract with the Contractor or subcontractor where the claim is not for money referred to in GC42.8.1.1, and
  - 42.8.2 the proceedings to determine the right to payment of which, pursuant to GC42.2 shall have commenced within one year from the date that the notice referred to in GC42.8.1 was received by the Engineer, and
- the notification required by GC42.8.1 shall set forth the amount claimed to be owing and the person who by contract is primarily liable.
- 42.9 Her Majesty may upon receipt of a notice of claim under GC42.8.1, without from any amount that is due and payable to the Contractor pursuant to the contract the full amount of the claim or any portion thereof.
- 42.10 The Engineer shall notify the Contractor in writing of receipt of any claim referred to in GC42.8.2 and of the intention of Her Majesty to withhold funds pursuant to GC42.9 and the Contractor may, at any time thereafter and until payment is made to the claimant, be entitled to post, with Her Majesty security in a form acceptable to Her Majesty in an amount equal to the value of the claim, the notice of which is received by the Engineer and upon receipt of such security, Her Majesty shall release to the Contractor any funds which would be otherwise payable to the Contractor, that were withheld pursuant to the provisions of GC42.9 in respect of the claim of any claimant for whom the security stands.

#### **GC43 Security Deposit – Forfeiture or Return**

- 43.1 If
- 43.1.1 the work is taken out of the Contractor's hands pursuant to GC38,
  - 43.1.2 the contract is terminated pursuant to GC41, or



- 43.1.3 the Contractor is in breach of or in default under the contract, Her Majesty may convert the security deposit, if any, to Her own use.
- 43.2 If Her Majesty converts the contract security pursuant to GC43.1, the amount realized shall be deemed to be an amount due from Her Majesty to the Contractor under the contract.
- 43.3 Any balance of an amount referred to in GC43.2 that remains after payment of all losses, damage and claims of Her Majesty and others shall be paid for by Her Majesty to the Contractor if, in the opinion of the Engineer, it is not required for the purposes of the contract.

#### **GC44 Engineer's Certificates**

- 44.1 On the date that
  - 44.1.1 the work has been completed, and
  - 44.1.2 the Contractor has complied with the contract and all orders and directions made pursuant thereto,both to the satisfaction of the Engineer, the Engineer shall issue a Final Certificate of Completion to the Contractor.
- 44.2 If the Engineer is satisfied that the work is substantially complete he shall, at any time before he issues a certificate referred to in GC44.1, issue an Interim Certificate of Completion to the Contractor, and
  - 44.2.1 for the purposes of GC44.2 the work will be considered to be substantially complete,
    - 44.2.1.1 when the work under the contract or a substantial part thereof is, in the opinion of the Engineer, ready for use by Her Majesty or is being used for the purposes intended; and
    - 44.2.1.2 when the work remaining to be done under the contract is, in the opinion of the Engineer, capable of completion or correction at a cost of not more than :
      - 44.2.1.2.1 3% of the first \$500,000, and
      - 44.2.1.2.2 2% of the next \$500,000, and
      - 44.2.1.2.3 1% of the balanceof the value of the contract at the time this cost is calculated.
- 44.3 For the sole purpose of GC44.2.1.2, where the work or a substantial part thereof is ready for use or is being used for the purpose intended and the remainder of the work or a part thereof cannot be completed by the time specified in A2.1, or as amended pursuant to GC36, for reasons beyond the control of the Contractor or where the Engineer and the Contractor agree not to complete a part of the work within the specified time, the cost of that part of the work which was either beyond the control of the Contractor to complete or the Engineer and the Contractor have agreed not to complete by the time specified shall be deducted from the value of the contract referred to GC44.2.1.2 and the said cost shall not form part of the cost of the work remaining to be done in determining substantial completion.
- 44.4 An Interim Certificate of Completion referred to in GC44.2 shall describe the parts of the work not completed to the satisfaction of the Engineer and all things that must be done by the Contractor :
  - 44.4.1 before a Final Certificate of Completion referred to in GC 44.1 will be issued, and
  - 44.4.2 before the 12-month period referred to in GC32.1.2 shall commence for the said parts and all the said things.



- 44.5 The Engineer may, in addition to the parts of the work described in an Interim Certificate of Completion referred to in GC44.2, require the Contractor to rectify any other parts of the work not completed to his satisfaction and to do any other things that are necessary for the satisfactory completion of the work.
- 44.6 If the contract or a part thereof is subject to a Unit Price Arrangement, the Engineer shall measure and record the quantities of labour, plant and material, performed, used and supplied by the Contractor in performing the work and shall, at the request of the Contractor, inform him of those measurements.
- 44.7 The Contractor shall assist and co-operate with the Engineer in the performance of his duties referred to in GC44.6 and shall be entitled to inspect any record made by the Engineer pursuant to GC44.6.
- 44.8 After the Engineer has issued a Final Certificate of Completion referred to in GC 44.1, he shall, if GC44.6 applies, issue a Final Certificate of Measurement.
- 44.9 A Final Certificate of Measurement referred to in GC44.8 shall :
- 44.9.1 contain the aggregate of all measurements of quantities referred to in GC44.5, and
  - 44.9.2 be binding upon and conclusive between Her Majesty and the Contractor as to the quantities referred to therein.

#### **GC45 Return to Security Deposit**

- 45.1 After an Interim Certificate of Completion referred to in GC44.2 has been issued, Her Majesty shall, if the Contractor is not in breach of or in default under the contract, return to the Contractor all or any part of the security deposit that, in the opinion of the Engineer, is not required for the purposes of the contract.
- 45.2 After a Final Certificate of Completion referred to in GC 4401 has been issued, Her Majesty shall return to the Contractor the remainder of any security deposit unless the contract stipulates otherwise.
- 45.3 If the security deposit was paid into the Consolidated Revenue Fund of Canada, Her Majesty shall pay interest thereon to the Contractor at a rate established from time to time pursuant to Section 21(2) of the *Financial Administration Act*.

#### **GC46 Clarification of Terms in GC47 and GC50**

- 46.1 For the purposes of GC47 to GC50 :
- 46.1.1 "Unit Price Table" means the table set out in the Articles of Agreement, and
  - 46.1.2 "plant" does not include tools customarily provided by a tradesman in practicing his trade.

#### **GC47 Additions or Amendments to Unit Price Table**

- 47.1 Where a Unit Price Arrangement supplies to the contract or a part thereof the Engineer and the Contractor may, by an arrangement in writing :
- 47.1.1 add classes of labour, plant or material, and units of measurement, prices per unit and estimated quantities to the Unit Price Table if any labour, plant or material that is to be included in the Final Certificate of Measurement referred to in GC44.8 is not included in any class of labour, plant or material set out in the Unit Price Table; or
  - 47.1.2 subject to GC47.2 and GC47.3, amend a price per unit set out in the Unit Price Table for any class of labour, plant or material included therein if the Final Certificate of Measurement referred to in GC44.8 shows or is expected to show that the total quantity of that class of labour, plant or material actually performed, used or supplied by the Contractor in performing the work is
    - 47.1.2.1 less than 85 % of that estimated total quantity, or



47.1.2.2 in excess of 115 % of that estimated total quantity.

- 47.2 In no event shall the total cost of an item set out in the Unit Price Table that has been amended pursuant to GC47.1.2.1 exceed the amount that would have been payable to the Contractor had the estimated total quantity actually been performed, used or supplied.
- 47.3 An amendment that is made necessary by GC47.1.2.2 shall apply only to the quantities that are in excess of 115 %.
- 47.4 If the Engineer and the Contractor do not agree as contemplated in GC47.1, the Engineer shall determine the class and the unit of measurement of the labour, plant or material and, subject to GC47.2 and GC47.3, the price per unit therefore shall be determined in accordance with GC50.

#### **GC48 Determination of Cost – Unit Price Table**

- 48.1 Whenever, for the purposes of the contract it is necessary to determine the cost of labour, plant or material, it shall be determined by multiplying the quantity of that labour, plant or material expressed in the unit set out in column 3 of the Unit Price Table by the price of that unit set out in column 5 of the Unit Price Table.

#### **GC49 Determine of Cost Prior to Undertaking Work : Lump Sum**

- 49.1 If the method described in GC48 cannot be used because the labour, plant or material is of a kind or class that is not set out in the Unit Price Table, the cost of that labour, plant or material for the purposes of the contract shall be the amount agreed upon from time to time by the Contractor and the Engineer.
- 49.2 For the purposes of GC49.1, the Contractor shall submit to the Engineer any necessary cost information requested by the Engineer in respect of the labour, plant and material referred to in GC49.1.

#### **GC50 Determine of Cost Following Completion of Work**

- 50.1 Where it is not possible to pre-determine the cost of a change including elements not set out in the Unit Price Table, the actual cost of the change shall be equal to the aggregate of
- 50.1.1 all reasonable and, proper amounts actually expended or legally payable by the Contractor in respect of the labour, plant and material that falls within one of the classes of expenditure described in GC50.2 that are directly attributable to the performance of the contract;
  - 50.1.2 an allowance for profit for all other expenditures or costs, included overhead, general administration costs, financing and interest charges, and every other cost, charge and expenses, but not including those referred to in GC50.1.1 or GC50.1.3 or of a class referred to in GC50.2, in an amount that is equal to 10 % of the sum of the expenses referred to in GC50.1.1 for that portion of the work undertaken by the Contractor's own forces, and 10 % for that portion of the work undertaken by subcontractors; plus
  - 50.1.3 interest on the costs determined under GC50.1.1 and GC50.1.2, which interest shall be calculated in accordance with TP9;
- provided that the total cost of an item set out in the Unit Price Table that is subject to the provisions of GC47.1.2.1 does not exceed the amount that would have been payable to the Contractor had the estimated total quantity of the said item actually been performed, used or supplied.
- 50.2 For the purposes of GC50.1.1 the classes of expenditure that may be taken into account in determining the cost of labour, plant and material are :
- 50.2.1 payments to subcontractors
  - 50.2.2 wages, salaries and travelling expenses of employees of the Contractor located at the worksite and that portion of wages, salaries, bonuses, living and travelling expenses of personnel of the Contractor generally employed at the head office or at a general office to the Contractor provided they are actually and properly engaged on the work under the contract;



- 50.2.3 assessments payable under any statutory authority, which include, but are not exclusive to, workers' compensation, unemployment insurance, pension plan or holidays with pay, and provincial health or insurance plans;
- 50.2.4 rent that is paid for plant or an amount equivalent to the said rent if the plant is owned by the Contractor that is necessary for and used in the performance of the work, if the rent or the equivalent amount is reasonable and use of that plant has been approved by the Engineer;
- 50.2.5 payments for maintaining and operating plant necessary for and used in the performance of the work, and payments for effecting such repairs thereto as, in the opinion of the Engineer, are necessary to the proper performance of the contract other than payments for any repairs to the plant arising out of the defects existing before its allocation to the work;
- 50.2.6 payments for material that is necessary for and incorporated in the work, or that is necessary for and consumed in the performance of the contract;
- 50.2.7 payments for preparation, delivery, handling, erection, installation, inspection, protection and removal of the plant and material necessary for and used in the performance of the contract;
- 50.2.8 any other payments made by the Contractor with the approval of the Engineer that are necessary for the performance of the contract.

#### **GC51 Records to be kept by Contractor**

##### **51.1 The Contractor shall :**

- 51.1.1 maintain full records of his estimated and actual cost of the work together with all tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto;
- 51.1.2 make all records and material referred to in GC51.1.1 available to audit and inspection by the Minister and the Deputy Receiver General for Canada or by persons acting on behalf of either or both of them, when requested;
- 51.1.3 allow any of the persons referred to in GC51.1.2 to make copies of and to take extracts from any of the records and material referred to in GC51.1.1; and
- 51.1.4 furnish any person referred to in GC51.1.2 with any information he may require from time to time in connection with such records and materials.

51.2 The records maintained by the Contractor pursuant to GC51.1.1 shall be kept intact by the Contractor until the expiration of two years after the date that a Final Certificate of Completion referred to in GC 44.1 was issued or until the expiration of such other period of time as the Minister may direct.

51.3 The Contractor shall cause all subcontractors and all other persons directly or indirectly controlled by or affiliated with the Contractor and all persons directly or indirectly having control of the Contractor to comply with GC51.1 and GC51.2 as if they were the Contractor.

#### **GC52 Conflict of Interest**

52.1 it is a term of this contract that no former public office holder who is not in compliance with the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from this contract.

#### **GC53 Contractor Status**

53.1 The Contractor shall be engaged under the contract as an independent Contractor.

53.2 The Contractor and any employee of the said Contractor is not engaged by the contract as an employee, servant or agent of Her Majesty.





- 53.3 For the purposes of GC53.1 and GC53.2 the Contractor shall be solely responsible for any and all payments and deductions required to be made by law including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Worker's Compensation or Income Tax.

**GC54 Determination of Cost – Clarification of Terms**

- 54.1 For the purposes of GC50, the rental rates of machinery and equipment owned by the Contractor and by subcontractors retained in accordance with the provisions of GC54 shall be in accordance with the most current Schedule of Equipment Rental Rates as set out by the Provincial Highway's and Transportation Departments in the Province of the work.
- 54.2 Notwithstanding the provisions of GC50.1.2, the 10 % allowance shall not apply to rental equipment where the Engineer determines it is included in Provincial schedules.
- 54.3 Notwithstanding the provisions of GC50.2.5, the rental rates set out in the "Provincial Scheduling" shall be deemed to include payment for effecting repairs to plant used in the performance of the work.





**LABOUR CONDITIONS / CONDITIONS DE TRAVAIL**  
**APPENDIX D / ANNEXE D**

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<b>01 Interpretation</b>	<b>01 Interprétation</b>
(a) "Act" means the Fair Wages and Hours of Labour Act;	(a) « Loi » désigne la Loi sur les justes salaires et les heures de travail;
(b) "Regulations" means the Fair Wages and Hours of Labour Regulations made pursuant to the Act;	(b) « Règlement » désigne le Règlement sur les justes salaires et les heures de travail établi en application de la Loi;
(c) "Contract" means the contract of which these Labour Conditions are part;	(c) « Contrat » désigne le contrat auquel sont annexées les présentes Conditions de travail;
(d) "Contracting Authority" means the department of Government or a crown corporation with whom the contract is made;	(d) « Adjudicateur » désigne le ministère du gouvernement ou la société d'État avec lequel le contrat a été passé;
(e) "Contractor" means the person who has entered into the contract with the contracting authority;	(e) « Entrepreneur » désigne la personne qui a passé le contrat avec l'adjudicateur;
(f) "regional Director" means the director of a regional office of the Department of Human Resources Development or the director's designated representative;	(f) « Directeur Régional » le responsable d'un bureau régional du ministère du Développement des ressources humaines ou son représentant désigné;
(g) "Inspector" has the meaning assigned to the term by Part III of the Canada Labour Code;	(g) « Inspecteur » s'entend au sens de la partie III du Code canadien du travail;
(h) "Minister" means the Minister of Labour of Canada;	(h) « Ministre » désigne le ministre du Travail du Canada;
(i) "Persons" means those workers employed by the Contractor, subcontractor or any other person doing or contracting to do the whole or any part of the work contemplated by the contract;	(i) « Personnes » désigne les travailleurs employés par l'entrepreneur, le sous-traitant ou toute autre personne exécutant ou s'engageant par contrat à exécuter la totalité ou une partie quelconque des travaux prévus dans le contrat.



**LABOUR CONDITIONS / CONDITIONS DE TRAVAIL**  
**APPENDIX D / ANNEXE D**

**02 General Fair Wage Clause**

- (a) All persons in the employ of the Contractor, subcontractor, or any other person doing or contracting to do the whole or any part of the work contemplated by the contract, shall during the continuance of the work :
  - (i) be paid fair wages that is, such wages as are generally accepted as current for competent workers in the district in which the work is being performed for the character or class of work in which such workers are respectively engaged; and
  - (ii) in all cases, be paid no less than the minimum hourly rate of pay established by the Labour Program of the Department of Human Resources Development in the Fair Wage Schedules which form a part of this contract as Appendix A to these Labour Conditions; and
  - (iii) for contracts covering work performed in the province of Québec, be paid at least the wage rates established by that province for the purposes of the Quebec « Construction Decree ».
- (b) Where there is no wage rate in the schedules referred to in (a) for a particular character or class of work, the Contractor shall pay wages for that character or class of work at a rate not less than the rate for an equivalent character or class of work.
- (c) Where during the term of the contract, the Contractor receives notice from the contracting authority of any change in wage rates, the Contractor shall pay not less than the Contractor shall pay not less than the changed wage rate beginning on the first day after receipt, by the Contractor, of the notice of the change in wage rates.

**03 Hours of Work**

- (a) The hours of work in a day and in a week of persons employed in the execution of the contract, including the hours of work in excess of which a person shall be paid overtime at a rate at least equal to one and one half times the fair wage, are the hours of work for the province in which the work is being performed as set out from the time to time in an Act of that province.
- (b) The daily or weekly hours of work referred to in paragraph (a) may be exceeded in accordance with the applicable provincial law.

**02 Clause générale de justes salaires**

- (a) Toutes les personnes employées par l'entrepreneur, le sous-traitant ou toute autre personne exécutant ou s'engageant par contrat à exécuter la totalité ou une partie quelconque des travaux prévus dans le contrat seront payées :
  - (i) des justes salaires tant que dureront les travaux, c'est-à-dire les salaires généralement reconnus comme salaires courants pour les travailleurs qualifiés dans la région où les travaux sont exécutés, selon la nature ou la catégorie du travail auquel ces travailleurs sont respectivement affectés, et
  - (ii) dans tous les cas, pas moins que les taux horaires minima fixes par le Programme du travail du ministère du Développement des ressources humaines dans les échelles de justes salaires qui deviennent partie de ce contrat en tant qu'Annexe A de ces Conditions de travail; et
  - (iii) pour les contrats concernant les travaux effectués dans la province de Québec, pas moins que les taux de salaires qui sont établis par cette province pour les fins du "Décret de la construction" du Québec.
- (b) Lorsqu'il n'y a aucun taux prévu dans l'échelle des taux de salaires à l'égard d'un travail d'une nature ou d'une catégorie donnée, l'entrepreneur verse à l'employé un taux de salaire qui n'est pas inférieur à celui établi pour un travail de nature ou de catégorie équivalente.
- (c) Lorsque pendant la durée du contrat, l'entrepreneur reçoit de l'adjudicateur un avis de modification à l'échelle de salaires, l'entrepreneur rémunère les employés touchés par cette modification à des taux qui ne sont pas inférieurs aux taux modifiés à compter de la journée qui suit la réception par lui, de l'avis.

**03 Durée du travail**

- (a) Les heures de travail quotidiennes et hebdomadaires des personnes employées à l'exécution du contrat, notamment les heures au-delà desquelles une personne doit être rétribuée selon le tarif pour heures supplémentaires, soit au moins le juste salaire majoré de 50 pour cent, sont celles fixées et éventuellement modifiées par la législation de la province dans laquelle le travail est effectué.
- (b) Les heures de travail quotidiennes ou hebdomadaires mentionnées à l'alinéa (a) peuvent être dépassées conformément à la législation provinciale applicable.



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**LABOUR CONDITIONS / CONDITIONS DE TRAVAIL**  
**APPENDIX D / ANNEXE D**

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**04 Labour Conditions to be Posted**

- (a) For the information and the protection of all persons, the Contractor agrees to post and keep posted, in a conspicuous place on the premises where work contemplated by the contract is being carried out or on premises occupied or used by persons engaged in carrying out such work, a copy of these Labour Conditions, and a copy of the applicable Fair Wage Schedules along with any subsequent changes.

**05 The Contractor to Keep Records which are to be Kept Open for Inspection**

- (a) The Contractor agrees to keep books and records showing the names, addresses, classification of employment and work of all workers employed under the contract, the rate of wages to be paid, the wages paid and the daily hours worked by the workers.
- (b) The Contractor also agrees that the Contractor's books, records and premises will be open at all reasonable times for inspection by an inspector.
- (c) The Contractor also agrees to furnish the inspector and the contracting authority, on request, with such further information as is required to ascertain that the requirements of the Act, the Regulations and the contract with respect to wages, hours of work and other labour conditions have been complied with.

**06 Department Requirements before Payment made to Contractor**

- (a) The Contractor agrees that the Contractor will not be entitled to payment of any money otherwise payable under the contract until the Contractor has filed with the contracting authority in support of a claim for payment a sworn statement :
- (i) that the Contractor has kept the books and records required by these Regulations;
  - (ii) that there are no wages in arrears in respect of work performed under the contract; and
  - (iii) that to the Contractor's knowledge, all the conditions in the contract required by the Act and the Regulations have been complied with.

**04 Affichage des conditions de travail**

- (a) Pour l'information et la protection de toutes les personnes, l'entrepreneur convient d'afficher et de tenir affichés, bien à la vue, à l'endroit où les travaux prévus dans le contrat sont exécutés, ou dans les locaux occupés ou fréquentés par les personnes employées à l'exécution desdits travaux, un exemplaire des présente Conditions de travail, un exemplaire de l'échelle de justes salaires applicable et toutes modifications subséquentes.

**05 L'entrepreneur tient des dossiers pour fins d'inspection**

- (a) L'entrepreneur convient de tenir les registres et dossiers où sont consignés le nom, l'adresse et la catégorie d'emploi et de travail de tous les travailleurs employés à des travaux exécutés en vertu du contrat, de même que le taux de salaire, le salaire payé et la durée journalière du travail pour chacun de ces travailleurs.
- (b) L'entrepreneur convient également à faire en sorte que ses registres, ses dossiers et ses locaux soient accessibles en tout temps opportun, pour fins d'inspection par un inspecteur.
- (c) L'entrepreneur convient en outre de fournir, sur demande, à l'inspecteur et à l'adjudicateur tous les autres renseignements requis pour permettre de constater qu'on a satisfait aux exigences de la Loi, des règlements et du contrat en ce qui concerne les salaires, la durée du travail et les autres conditions de travail.

**06 Exigences du ministère avant le versement des sommes dues à l'entrepreneur**

- (a) L'entrepreneur convient qu'il n'aura droit au paiement d'aucune somme qui autrement devrait lui être versée en vertu du contrat tant qu'il n'aura pas déposé auprès de l'adjudicateur, à l'appui de sa réclamation de paiement, une déclaration sous serment indiquant :
- (i) qu'il a tenu les registres et dossiers requis par les présents règlements;
  - (ii) qu'il n'y a pas d'arrérages de salaires à l'égard des travaux exécutés en vertu du contrat, et
  - (iii) qu'à sa connaissance, toutes les conditions du contrat exigées par la Loi et les règlements ont été observées.



**LABOUR CONDITIONS / CONDITIONS DE TRAVAIL**  
**APPENDIX D / ANNEXE D**

<b>06</b>	<b>(...)</b>	<b>06</b>	<b>(...)</b>
(b)	The Contractor also agrees that, where fair wages have not been paid by the Contractor to person employed under the contract, the contracting authority shall withhold from any money otherwise payable under the contract to the Contractor the amount necessary to ensure that fair wages are paid to all employees until fair wages are paid. paid to all employees until fair wages are paid.	(b)	L'entrepreneur convient en outre que lorsqu'il n'a pas versé un juste salaire à une personne employée en vertu du contrat, l'adjudicateur sera autorisé à retenir de toute somme autrement payable à l'entrepreneur en vertu du contrat la somme requise pour assurer le paiement de justes salaires à tous les employés, jusqu'à ce qu'ils aient touché leur juste salaire.
<b>07</b>	<b>Authority to pay Wages in the Event of Default by the Contractor</b>	<b>07</b>	<b>Paiement des salaires par l'adjudicateur si l'entrepreneur omet de le faire(a)</b> L'entrepreneur convient qu'à défaut du paiement par ce dernier d'un juste salaire à un travailleur, l'entrepreneur devra verser au ministre le montant qu'il a omis de payer.
(a)	The Contractor agrees that where the Contractor is in default of payment of fair wages to an employee, the Contractor is in default.		
(b)	The Contractor agrees that where the Contractor fails to comply with paragraph (a), the contracting authority will pay to the Receiver General, out of any money otherwise payable to the contract, the amount for which the Contractor is in default.	(b)	L'entrepreneur convient que s'il omet de se conformer au paragraphe (a), l'adjudicateur paiera au Receveur général, à même les sommes autrement payables à l'entrepreneur, le montant qu'il a omis de payer.
<b>08</b>	<b>Conditions of Subcontracting</b>	<b>08</b>	<b>Conditions imposées à un sous-traitant</b>
(a)	The Contractor and the subcontractor agree that in subcontracting any part of the work contemplated by the contract, they will place in the subcontract the conditions respecting fair wages, hours of work and other labour conditions set out in the contract and the requirements set out in Section 4. The Contractor further agrees that the Contractor will be responsible for carrying out these conditions in the event the subcontractor fails to carry them out.	(a)	L'entrepreneur et le sous-traitant conviennent dans l'adjudication à un sous-traitant de toute partie des travaux prévus par le contrat, d'insérer dans le sous-contrat les conditions relatives aux justes salaires, à la durée du travail et autres conditions de travail indiquées dans le contrat ainsi que les obligations énoncées à l'article 4. L'entrepreneur convient en outre qu'il sera responsable du respect de ces conditions si elles ne sont pas respectées par le sous-traitant.
<b>09</b>	<b>Non-discrimination in Hiring and Employment of Labour</b>	<b>09</b>	<b>Non-discrimination dans l'embauchage et l'emploi de main-d'œuvre</b>
(a)	The Contractor agrees that in the hiring and employment of workers to perform any work under the contract, the Contractor will not refuse to employ and will not discriminate in any manner against any person because :	(a)	L'entrepreneur convient que dans l'embauchage et l'emploi des travailleurs aux fins de l'exécution de tout travail en vertu du contrat, l'entrepreneur ne refusera pas d'employer une personne ou d'exercer de quelque façon que ce soit des distinctions injustes à l'endroit d'une personne en raison :
(i)	of that person's race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status;	(i)	de la race, de l'origine nationale ou ethnique, de la couleur, de la religion, de l'âge, du sexe, de l'orientation sexuelle, de l'état matrimonial, de la situation de famille, de l'état de personne graciée ou d'une déficience de la personne;
(ii)	of the race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status of any person having a relationship or association with that person; or	(ii)	de la race, de l'origine nationale ou ethnique, de la couleur, de la religion, de l'âge, du sexe, de l'orientation sexuelle, de l'état matrimonial, de la situation de famille, de l'état de personne graciée ou d'une déficience de toute personne ayant un lien avec elle;



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**LABOUR CONDITIONS / CONDITIONS DE TRAVAIL**  
**APPENDIX D / ANNEXE D**

**09**    (...)

- (a)    (iii)    a complaint has been made or information has been given in respect of that person relating to an alleged failure by the Contractor to comply with subparagraph (i) or (ii).

**09**    (...)

- (iii)    du fait que cette personne a porté plainte ou a fourni des renseignements ou parce qu'une plainte a été portée ou des renseignements ont été fournis en son nom relativement à toute prétendue omission de la part de l'entrepreneur de se conformer aux sous-alinéas (i) ou (ii).



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**LABOUR CONDITIONS / CONDITIONS DE TRAVAIL**  
**APPENDIX D / ANNEXE D**



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## INSURANCE CONDITIONS

The Contractor shall provide and maintain Worker's Compensation Insurance in accordance with the legal requirements of the Province where the work is being carried out.

The Contractor shall provide and maintain insurance as provided hereunder with companies approved by the Minister.

### IC 1 INDEMNIFICATION

The insurance coverage required by the provisions of these Insurance Conditions shall in no way limit the Contractor's responsibility under GC8 (Indemnification by Contractor) of the General Conditions of the contract. Any additional coverage the Contractor may deem necessary to fulfil their obligations under the aforesaid GC8 shall be at their own discretion and expenses.

### IC 2 INSURED

Each insurance policy shall insure the Contractor, and shall include as an Additional Named Insured, Her Majesty the Queen in right of Canada, represented by the Minister of Agriculture and Agri-Food Canada.

### IC 3 PERIOD OF INSURANCE

Unless otherwise directed in writing by the Engineer, the policies required hereunder shall attach from the date of contract award and shall be maintained until the day of issue of the Engineer's Final Certificate of Completion.

### IC 4 PROOF OF INSURANCE

Immediately following notification of contract award and preceding the start of any on-site work, the Contractor shall have their insurance broker or agency provide written confirmation (letter, telegram or facsimile) to the Engineer that all insurance required hereunder is in force.

Within 30 days after acceptance of the Contractor's tender the Contractor shall, unless otherwise directed by the Engineer, deposit with the Engineer, the originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the requirements of these Insurance Conditions.

### IC 5 NOTIFICATION

Each insurance policy shall contain a provision that 30 days prior written notice shall be given to Her Majesty in the event of any material change in, cancellation of, or expiration of coverage.

### IC 6 PAYMENT OF DEDUCTIBLE

The amount of any claim up to the deductible amount shall be borne by the Contractor.

### IC 7 COMPREHENSIVE GENERAL LIABILITY

7.1 The policy shall be written on the Comprehensive General Liability Form.

7.2 This policy shall provide for limits of liability of not less than \$1,000,000 inclusive, for Bodily Injury and Property Damage for any one occurrence or series of occurrences arising out of one cause and not less than \$1,000,000 for personal injury.

7.3 The policy shall include but not necessarily be limited to the following coverages :



- 7.3.1 All premises, property and operations necessary or incidental to the performance of this contract.
- 7.3.2 Personal injury.
- 7.3.3 Bodily Injury and Property Damage on an "occurrence" basis.
- 7.3.4 "Broad Form" Property Damage including the loss of use of property.
- 7.3.5 Removal or weakening of support of any property, building or land whether such support be natural or otherwise.
- 7.3.6 Elevators.
- 7.3.7 Contingent Employer's Liability.
- 7.3.8 Owner's and Contractor's Protective Liability.
- 7.3.9 Contractual and Assumed Liabilities under this contract.
- 7.3.10 Completed Operations and Products Liability.
- 7.3.11 Cross Liability\*.

\* The clause shall be written, as follows:

**CROSS LIABILITY**

The insurance as is afforded by this policy shall apply in respect to any claim or action brought against any one Insured by any other Insured. The coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each Insured. The inclusion herein of more than one Insured shall not operate to increase the limit of the Insurer's liability.

- 7.4 The policy shall be endorsed to include the following exposures or hazards if the work is subject thereto :
  - 7.4.1 Blasting;
  - 7.4.2 Pile Driving and Caisson Work;
  - 7.4.3 Underpinning;
  - 7.4.4 Demolition.
- 7.5 The insurance shall continue for a period of at least one year beyond the date of the Engineer's Final Certificate of Completion for the Completed Operations Hazard.
- 7.6 The policy shall be issued with a deductible amount of not more than \$1,000.00 per occurrence applying to Property Damage claims only.

IC 8

**AUTOMOBILE LIABILITY INSURANCE**

Automobile Liability Insurance in respect of licensed vehicles shall have limits of not less than one million dollars inclusive per occurrence for bodily injury, death, and damage to property, in the following forms endorsed to provide Her Majesty with not less than 30 days written notice in advance of any cancellation or change or amendment restricting coverage :





- 
- 8.1.1 Standard non-Owned Automobile Policy including Standard Contractual Liability Endorsement.
  - 8.1.2 Standard Owner's Form Automobile Policy providing Third Party Liability and Accident Benefits Insurance and covering licensed vehicles owned or operated by or on behalf of the Contractor.





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## CONTRACT SECURITY CONDITIONS

### **CS1 Obligation to Provide Contract Security**

- 1.1. The Contractor shall, at the Contractor's own expense, provide one or more of the forms of contract security prescribed in CS2.
- 1.2. The Contractor shall deliver to the Engineer the contract security referred to in CS1.1 within 14 days after the date that the Contractor receives notice that the Contractor's tender or offer was accepted by Her Majesty.

### **CS2 Prescribed Types and Amounts of Contract Security**

- 2.1 The Contractor shall deliver to the Engineer pursuant to CS1:
  - 2.1.1 a performance bond and a labour and material payment bond each in an amount that is equal to not less than 50 % of the contract amount referred to in the Articles of Agreement; or
  - 2.1.2 a labour and material bond in the amount that is equal to not less than 50 % of the contract amount referred to in the Articles of Agreement, and a security deposit in an amount that is equal to :
    - 2.1.2.1 not less than 10 % of the contract amount referred to in the Articles of Agreement where that amount does not exceed \$250,000; or
    - 2.1.2.2 \$25,000 plus 5 % of the part of the contract amount referred to in the Articles of Agreement that exceeds \$250,000; or
  - 2.1.3 a security deposit in an amount prescribed by CS2.1.2, plus an additional amount that is equal to 10 % of the contract amount referred to in the Articles of Agreement; or
  - 2.1.4 an irrevocable contract support letter of credit in an amount equal to 20 % of the contract amount referred to in the Articles of Agreement.
- 2.2 A performance bond and a labour and material payment bond referred to in CS2.1 shall be in a form and be issued by a bonding or surety company that is approved by Her Majesty.
- 2.3 An irrevocable contract support letter of credit shall be in a form approved by Her Majesty.
- 2.4 The amount of a security deposit referred to in CS2.1.2 shall not exceed \$250,000 regardless of the contract amount referred to in the Articles of Agreement.
- 2.5 A security deposit referred to in CS2.1.2 and CS2.1.3 shall be in the form of :
  - 2.5.2 a bill of exchange made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
  - 2.5.3 bonds of unconditionally guaranteed as to principal and interest by the Government of Canada.
- 2.6 For purposes of CS2.5 :
  - 2.6.2 a bill of exchange is an unconditional order in writing signed by the Contractor and addressed to an approved financial institution, requiring the said institution to pay, on



- 
- demand, at a fixed determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada; and
- 2.6.3 if a bill of exchange is certified by a financial institution other than a chartered bank then it must be accompanied by a letter or stamped certification confirming that the financial institution is in at least one of the categories referred to in CS2.6.3.
- 2.6.4 an approved financial institution is :
- 2.6.4.1 any corporation or institution that is a member of the Canadian Payments Association;
- 2.6.4.2 a corporation that accepts deposits that are insured by the Canadian Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law;
- 2.6.4.3 a credit union as defined in paragraph 137(6)(b) of the Income Tax Act;
- 2.6.4.4 a corporation that accepts deposits from the public, if repayment of the deposit is guaranteed by Her Majesty in right of a province; or
- 2.6.4.5 the Canada Post Corporation;
- 2.6.5 the bonds referred to in CS2.5.2 shall be :
- 2.6.5.1 made payable to bearer; or
- 2.6.5.2 accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations; or
- 2.6.5.3 registered, as to principal or as to principal and interest in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations; or
- 2.6.5.4 provided on the basis of their market value current at the date of the contract.



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## TENDER FORM

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**PROJECT:**

Hydraulic Elevator Modernization Project

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**DATE OF RECEIPT:**

Quotations will be received until 2:00 p.m., Eastern Daylight Time, Friday, August 29, 2013.

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**TO:**

Carol Rahal  
Contract Officer  
Agriculture and Agri-Food Canada  
2001 University, Room 671 -TEN  
Montreal, Quebec  
H3A 3N2

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**DATE:**

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We, the undersigned, hereby offer the Honourable Minister of Agriculture and Agri-Food to furnish, execute and complete in a satisfactory and workmanlike manner, in accordance with the specifications, schedules, drawings and conditions, all the work required for this project for the consideration of the unit or lump sum price or prices set forth in the attached UNIT PRICE TABLE. We hereby agree that we will enter into a contract, of the form exhibited to us, for the execution of the work, if required to do so within 10 calendar days after the opening of bids.

We herewith enclose as Tender Security, either

- (a) a Security deposit in the amount and in the form prescribed in the Instructions to Tenderers, or
- (b) a Bid Bond in the amount and in the form prescribed in the Instructions to Tenderers executed by ourselves and as Surety.

We agree upon execution of the Contract to furnish additional security in one of the three (3) alternate forms prescribed in Appendix "F", "Contract Security Conditions".

We further agree that if awarded the contract, we will commence the work as specified and will complete the work on or before **January 31, 2014**.

We hereby acknowledge receipt of the following addenda to the tender documents (give number and date of each).

Addenda Numbers: \_\_\_\_\_

Date: \_\_\_\_\_

**TENDER FORM****UNIT PRICE TABLE**

Item	Class of Labour Plant or Material	Unit of Measurement	Estimated Total Quantity	Price per Unit	Estimated Total Price
1.	Pricing for Hydraulic Elevator Upgrade Work, all labour, materials, equipment, commissioning and travel time as per all sections of Project Specifications with the exception of section 3.2 plus HST	Lump sum			
2.	Pricing for Jack Hole Drilling under normal soil conditions, specification section 3.2 all labour, materials, equipment and travel time plus HST.	Lump sum			
3.	***** N/A *****	Lump sum	***** N/A *****	***** N/A *****	***** N/A *****
4.	***** N/A *****	Lump sum	***** N/A *****	***** N/A *****	***** N/A *****
5.	***** N/A *****	Lump sum	***** N/A *****	***** N/A *****	***** N/A *****
6.	***** N/A *****	Lump sum	***** N/A *****	***** N/A *****	***** N/A *****
7.	***** N/A *****	Dollars	***** N/A *****	***** N/A *****	***** N/A *****
TOTAL TENDER (GST/HST extra)					\$

**NOTE :** BOTH PRICE PER UNIT AND ESTIMATED TOTAL PRICE MUST BE FILLED IN FOR EACH ITEM IN THE UNIT PRICE TABLE. ALL ESTIMATED TOTAL PRICES WILL BE SUBJECT TO VERIFICATION BY CANADA.

IN CASE OF VARIATION BETWEEN THE PRICE PER UNIT AND THE ESTIMATED TOTAL PRICE, THE PRICE PER UNIT WILL BE CONSIDERED TO BE THE PRICE TENDERED.

**IN WITNESS** whereof (I/We) have hereunto set (my/our) hand(s)

This \_\_\_\_\_ day of \_\_\_\_\_, 2013.

FIRM NAME : \_\_\_\_\_

Signature(s) : \_\_\_\_\_

Print name(s)  
of Signatory(ies) : \_\_\_\_\_

Address : \_\_\_\_\_



Telephone No. : \_\_\_\_\_ Facsimile No. : \_\_\_\_\_

**Note: Corporate Firms shall affix their Corporate Seal.**

For departmental use only
Tender opened in : _____ on : _____, 2013 @ _____ AM <input type="checkbox"/> / PM <input type="checkbox"/>



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**TENDER FORM**

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***LIST OF SUBCONTRACTORS***

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I/ We will subcontract the following parts of the work to the subcontractors listed for each part. I/We agree not to make changes in the following list without the written consent of the Engineer. In my/our opinion the subcontractors named hereunder are reliable and competent to perform that part of the work for which each is listed. The parts of the work not listed below will be performed with my/our own forces.

Part of Work	Subcontractor	Address





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**TENDER FORM**

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***STATEMENT OF EQUIPMENT***

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Listed below is a description of equipment owned by the Contractor and the subcontractors listed on "List of Subcontractors" which I/we intend to make available for the satisfactory prosecution of the work of this contract.

Owned (Contractor or Subcontractor)	Description Of Unit (Make, Model, Year)	Capacity, Size, Horsepower, Rating	Condition	Present Location



## ARTICLES OF AGREEMENT

### Gender

For the sake of conciseness, wherever the forms “he”, “him” and “his” appear, they are to be understood in the generic sense that includes “she” and its related forms.

These Articles of Agreement made in duplicate this \*day of\* 2013

### Between

**Her Majesty the Queen**, in right of Canada (referred to in the contract documents as “**Her Majesty**”) represented by the Minister of Agriculture and Agri-Food (referred to in the contract documents as the “Minister”)

and \* (referred to in the contract documents as the “Contractor”)

Witness that in consideration for the mutual promises and obligations contained in the contract. Her Majesty and the Contractor covenant and agree as follows:

### A1 Contract Documents

- 1.1 Subject to A1 and A1.5, the documents forming the contract between Her Majesty and the Contractor, referred to herein as the contract documents, are
  - 1.1.1 these Articles of Agreement,
  - 1.1.2 the documents attached hereto, marked “Appendix A” and entitled “Specifications” referred to herein as the Specifications,
  - 1.1.3 the document attached hereto, marked “Appendix B” and entitled “Terms of Payment”, referred to herein as the Terms of Payment,
  - 1.1.4 the document attached hereto marked “Appendix C” and entitled “General Conditions”, referred to herein as the General Conditions,
  - 1.1.5 the document attached hereto, marked “Appendix D” and entitled “Labour Conditions”, referred to herein as the Labour Conditions,
  - 1.1.6 the document attached hereto, marked “Appendix E” and entitled “Insurance Conditions”, referred to herein as the Insurance Conditions,
  - 1.1.7 the document attached hereto, marked “Appendix F” and entitled “Contract Security Conditions”, referred to herein as the Contract Security Conditions,
  - 1.1.8 the documents attached hereto, entitled “Plans”, referred to herein as the Plans, and
  - 1.1.9 any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 1.2 The Minister hereby designates the Senior Procurement Officer, Agriculture and Agri-Food Canada, of the Government of Canada, as the Contracting Authority for the purposes of the contract, and for all purposes of or incidental to the contract the Contracting Officer address shall be deemed to be :

Agriculture and Agri-Food Canada  
2001 University Street, Suite 671-TEN  
Montreal (Quebec)  
H3A 3N2



1.3 In the Contract

1.3.1 **“Fixed Price Arrangement”** means that part of the contract that prescribes a lump sum as payment for performance of the work to which it relates; and

1.3.2 **“Unit Price Arrangement”** means that part of the contract that prescribes the product of a price multiplied by a number of units of measurement of a class as payment for performance of the work to which it related.

1.4 Any of the provisions of the contract that are expressly stipulated to be applicable only to a Unit Price Arrangement are not applicable to any part of the work to which a Fixed Price Arrangement is applicable.

1.5 Any of the provisions of the contract that are expressly stipulated to be applicable only to a Fixed Price Arrangement are not applicable to any part of the work to which a Unit Price Arrangement is applicable.

**A2 Date of Completion of Work and Description of Work**

2.1 The Contractor shall, between the date of these Articles of Agreement and January 31, 2014 in a careful and workmanlike manner, diligently perform and complete the following work :

**Hydraulic Elevator Modernization Project at the Greenhouse and Processing Crops Research Centre, in Harrow, Ontario.**

which work is more particularly described in the Plans and Specifications.

**A3 Contract Amount**

3.1 Subject to any increase, decrease, deduction, reduction or set-off that may be made under the contract, Her Majesty shall pay the Contractor at the times and in the manner that is set out or referred to in the Terms of Payment

3.1.1 the sum of \$ [REDACTED] in consideration for the performance of the work or the part thereof that is subject to a Fixed Price Arrangement, and

3.1.2 a sum that is equal to the aggregate of the products of the number of units of measurement of each class of labour plant and material that is set out in a Final Certificate of Measurement referred to in GC44.8 multiplied in each case by the appropriate unit price that is set out in the Unit Price Table in consideration for the performance of the work or the part thereof that is subject to a Unit Price Arrangement.

3.2 For the information and guidance of the Contractor and the persons administering the contract on behalf of Her Majesty, but not so as to constitute a warranty, representation or undertaking of any nature by either party, it is estimated that the total amount payable by Her Majesty to the Contractor for the part of the work to which a Unit price Arrangement is applicable will not exceed **\$0.00**.

3.3 A3.1.1 is applicable only to a Fixed Price Arrangement.

3.4 A3.1.2 and A3.2 are applicable only to a Unit Price Arrangement.

**A4 Contractors Address**

4.1 For all purposes of or incidental to the contract, the Contractor's address shall be deemed to be:

\*



**A5 Unit Price Table**

- 5.1 Her Majesty and the Contractor agree that the following table is the Unit Price Table for the purposes of the contract :

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>	<i>Column 5</i>	<i>Column 6</i>
Item	Class of Labour Plant or Material	Unit of Measurement	Estimated Total Quantity	Price Per Unit	Estimated Total Price
1				\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
6				\$	\$
7				\$	\$
8				\$	\$

**Unit Price Table (Concluded)**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>	<i>Column 5</i>	<i>Column 6</i>
Item	Class of Labour Plant or Material	Unit of Measurement	Estimated Total Quantity	Price Per Unit	Estimated Total Price
1				\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
6				\$	\$
7				\$	\$
8				\$	\$



- 5.2 The Unit Price Table that is set out in A5.1 designates the part of the work to which a Unit Price Arrangement is applicable.
- 5.3 The part of the work that is not designated in the Unit Price Table referred to in A5.2 is the part of the work to which a Fixed Price Arrangement is applicable.

**N.B.:**

The attention of the Contractor is drawn to the following statutory provision:

"It is a term of every contract providing for the payment of any money by Her Majesty that payment thereunder is subject to there being an appropriation for the particular service for the fiscal year in which any commitment thereunder would come in course of payment".

Section 40, Financial Administration Act, R.S. 1985, c.F-11

Signed on behalf of **Her Majesty**

by \_\_\_\_\_  
Full Name

as \_\_\_\_\_  
Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Signed on behalf of **The Consultant/Contractor**

by \_\_\_\_\_  
Full Name

as \_\_\_\_\_  
Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature