



Request for Tenders

To: Agriculture and Agri-Food Canada (AAFC)

Project Title:

London Fire Stopping Project

At: The Southern Crop Protection and Food Research Centre in London, ON

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

On: October 3rd, 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.**



Table of Contents

1. INSTRUCTION TO TENDERERS

Appendix "1"

Appendix "2"

Appendix "3"

Appendix "4"

Appendix "5"

Appendix "6"

2. Appendix "A" / Specifications and Images

3. Appendix "B" / Terms of Payment.

4. Appendix "C" / General Conditions

5. Appendix "D" / Labour Conditions

6. Appendix "E" / Insurance Conditions

7. Appendix "F" / Contract Security Conditions

8. Tender Form

9. Articles of Agreement

PLANS

- A.1
- A.2.a
- A.2.b
- A.2.c
- A.3.a
- A.3.b
- A.4



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 9:30 am, September 26th, 2013 at the Southern Crop Protection and Food Research Centre located on 1391 Sandford St. London, Ontario, N5V 4T3.** 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 **not mandatory.**
- Explanations and Modifications** 4. 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:

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

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 3. 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 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

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 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 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.



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 AND IMAGES



Agriculture and
Agri-Food Canada

Agriculture et
Agroalimentaire Canada

Fire Stopping of Fire Rated Separations

**Southern Crop Protection and Food Research Centre
1391 Sandford Street
London, Ontario**

Project No.: 1213-143910-P05

Issue Date: 2013-09-06

Project Specifications

This page left blank intentionally.

Section	Title	Pages
Division One		
Section 01 11 01	Summary of Work	2
Section 01 14 00	General Instructions – Minor Works	7
Section 01 35 29	Health and Safety Requirements	3
Section 01 45 00	Quality Control	2
Division Seven		
Section 07 84 00	Fire Stopping	5
	Fire Stopping Schedule	3
	Schedule of Images	13
Drawings – Floor plans – Fire Rated Separations		
A.1	Basement Floor Plan	
A.2.a	Main Floor Plan – Insectary & Greenhouse/Header House	
A.2.b	Main Floor Plan – Administration & Research Wing	
A.2.c	Main Floor Plan – North Research Wing & Greenhouse complex	
A.3.a	Second Floor Plan – Insectary & Greenhouse/Header House	
A.3.b	Second Floor Plan – Research Wings	
A.4	Mechanical Loft Floor Plan	



2013-09-06

This page left blank intentionally.

PART 1 - GENERAL

- 1.1 PRECEDENCE .1 For Federal Government projects, Division 01 Sections take precedence over technical specification sections in other Divisions of this Project Manual.
- 1.2 WORK COVERED BY CONTRACT DOCUMENTS .1 Work of this Contract comprises fire stopping of unprotected openings in existing fire rated separations in the buildings located at 1391 Sandford Street, London, Ontario. Work includes, but is not limited to:
.1 installation of fire stopping systems in sleeved and unsleeved openings in masonry and concrete walls and floor slabs containing piping, conduit, and/or cabling, or no services, in locations identified in the fire stopping schedule and fire stopping images,
.2 installation of fire stopping systems in irregular openings and structural member penetrations in masonry and concrete walls and floor slabs in locations identified in the fire stopping schedule and fire stopping images.
.2 Work excluded from the scope of this contract includes:
.1 replacement of existing mineral fibre batt fire stopping packing remaining from original construction, unless otherwise indicated in the fire stopping schedule and fire stopping images
- 1.3 CONTRACT METHOD .1 Construct Work under single, stipulated price contract.
- 1.4 WORK COORDINATION .1 Construct Work to accommodate Owner's use of premises, including access to and through the front entrance and access to offices and laboratories.
- 1.5 CONTRACTOR USE OF PREMISES .1 Contractor shall limit use of premises for Work, for limited storage, and for access, to allow;
.1 Owner occupancy.
.2 Work by other contractors.
.2 Coordinate use of premises under direction of Departmental Representative.
.3 Obtain and pay for use of additional storage or work areas needed for operations under this Contract.
- 1.6 OWNER OCCUPANCY .1 Owner will occupy premises during entire construction period for execution of normal operations. Access to exits is not to be obstructed during construction.
.2 Cooperate with Owner in scheduling operations to minimize conflict and to facilitate Owner usage.

PART 2 - PRODUCTS

- 2.1 NOT USED .1 Not used.

PART 3 - EXECUTION

3.1 NOT USED .1 Not used.

END OF SECTION

PART 1 - GENERAL

1.1 MINIMUM STANDARDS

- .1 Execute work to meet or exceed:
 - .1 National Building Code of Canada 2010, National Fire Code of Canada 2010, Ontario Building Code 2012 and any other code of provincial or local application, including all amendments up to project date, provided that in any case of conflict or discrepancy, the more stringent requirements shall apply.
 - .2 Rules and regulations of authorities having jurisdiction.
 - .3 Fire Commissioner of Canada, No. 301, Standard for Construction Operations, and No. 302, Occupational Safety and Health, Chapter 3-6, Feb. 1992.
 - .4 Observe and enforce construction safety measures required by National Building Code, Part 8 Safety Measures at Construction and Demolition Sites, Occupational Health and Safety Act and Regulations for Construction Projects, Revised Statutes of Ontario 1990, Chapter O.1 as amended, O. Reg. 213/91 as amended by O. Reg. 631/94, O. Reg. 143/99, O. Reg. 571/99, O. Reg. 145/00, O. Reg. 527/00, R.R.O. 1990, Reg. 834, O. Reg. 278/05 (Asbestos), Workplace Safety and Insurance Board and municipal statutes and authorities.
 - .5 Environmental Protection Act, O. Reg. 102/94 and O. Reg. 103/94.

1.2 AUTHORITIES HAVING JURISDICTION

- .1 The Fire Commissioner of Canada is the sole authority having jurisdiction over this project with regards fire standards.
- .2 Fire Testing requirements are for ULC or WHI listed and labeled products.
- .3 Substitution of ULI or other Fire testing reports for required ULC and WHI testing is acceptable to the Departmental Representative only if the issuing organization is accredited and listed in the "Directory of Accredited Certification Organizations (CAN-P-1505C), 1993" published by the Standards Council of Canada, 1-800-267-8220. Testing shall be to the Canadian standards and the tested products shall bear the appropriate label approved by the Fire Commissioner of Canada.
- .4 Submit 3 copies of test reports under the letterhead of the accredited organization to the Departmental Representative.

1.3 SAFETY PLANS FOR WORK ORDERS

- .1 Provide a Fire Safety Plan, specific to the work location, in accordance with NBC 2010, Division B, Part 8, Article 8.1.1.1 and NFC 2010, Division B, Part 2, subsection 2.8.2 prior to commencement of work. The plan shall be coordinated with, and integrated into, the existing Facility Emergency Procedures and Evacuation Plan in place at the site. Departmental Representative will provide Facility Emergency Procedures and Evacuation Plan. Deliver two copies of the Fire Safety Plan to the Departmental Representative not later than 14 days before commencing work.
- .2 On award of Contract, submit to Departmental Representative, two copies of Contractor's and sub-contractors':

- .1 Site Specific Safety Plan.
 - .2 Safety Communication Plan.
 - .3 Emergency Procedures Plan.
- 1.4 TAXES
- .1 Pay applicable Federal, Provincial and Municipal taxes.
- 1.5 FEES, PERMITS, CERTIFICATES AND LETTERS
- .1 Provide authorities having jurisdiction with information requested.
 - .2 Pay fees and obtain certificates, permits and letters required.
 - .3 Obtain Fire Commissioner of Canada Inspection Letter of Deficiencies from Departmental Representative. Submit a copy of the FCC letter with a list of remedial measures taken to correct deficiencies.
 - .4 Furnish certificates, permits and letters when requested.
- 1.6 EXAMINATION
- .1 Examine existing conditions and determine conditions affecting work.
- 1.7 DOCUMENTS
- .1 Keep one copy of contract documents and shop drawings on the site.
- 1.8 SUBMITTALS PROCEDURES
- .1 Submit number of hard copies specified for each type and format of submittal and in also submit in electronic format as pdf files. Forward pdf files on CD, USB or through email.
- 1.9 CONTRACTOR'S AS-BUILT DRAWINGS AND SPECIFICATIONS
- .1 As work progresses, neatly record significant deviations from the Contract drawings and specifications using fine, red marker on full size white prints and specifications. Make the same changes on the electronic files.
 - .2 Neatly print lettering and numbers in size to match original. Lines may be drawn free-hand but shall be neat and accurate. Add at each title block note: "AS BUILT". Also circle on List of Drawings each title and number of drawing marked with "AS-BUILT" information. Circle on Table of Contents each specification section number and title of specification sections marked with "AS-BUILT" information.
 - .3 Record following significant deviations:
 - .1 Significant deviations which are concealed in construction and can not be identified by visual inspection.
 - .6 Alternative materials and systems installed replacing original materials and systems specified by trade name.
 - .4 Turn one set, paper copy and electronic copy, of AS-BUILT drawings and specifications over to Departmental Representative on completion of work.
 - .5 If project is completed without significant deviations from Contract drawings and specifications submit to Departmental Representative one set of drawings and specifications marked "AS-BUILT".

1.10 OPERATIONS AND
MAINTENANCE DATA

- .1 On completion of project submit to Departmental Representative 2 copies of Operations and Maintenance Data assembled in 2 255 x 295 mm vinyl-covered, 3-ring, loose-leaf binders with title sheet labeled "Fire Stopping Materials and Instructions - 2013", project title, date and list of contents. Organize content into applicable sections between hard paper dividers with labeled tabs as necessary.
- .2 Include in each binder warranties and guarantees in form approved by Departmental Representative and suppliers' names and addresses, names, addresses and phone numbers of sub-contractors and suppliers, list of materials with names of manufacturer and source of supply. Neatly type lists and rates. Use clear drawings, diagrams or manufacturer's literature.

1.11 SHOP DRAWINGS
AND PRODUCT DATA
SHEETS

- .1 Prior to submission check and certify as correct, shop drawings and product data sheets. Issue to Departmental Representative each submission at least 14 days before dates reviewed submission will be needed.
- .2 Submission two copies of WHMIS MSDS – Material Safety Data Sheets for each product used in fire stopping assembly and/or materials.
- .3 Where technical sections specify that shop drawings bear the stamp of a Registered Professional Engineer, the Engineer must be registered in the Province of Ontario.
- .3 Submit 3 prints and 1 electronic copy of product data sheets or brochures for requirements requested in specification Sections and as requested by Departmental Representative where shop drawings will not be prepared due to standardized manufacture of product.
- .4 The review of shop drawings and product data sheets by Agriculture and Agri-Food Canada (AAFC) is for sole purpose of ascertaining conformance with general concept. This review shall not mean that AAFC approves detail design inherent in shop drawings, responsibility for which shall remain with Contractor submitting same, and such review shall not relieve Contractor of responsibility for errors or omissions in shop drawings or of responsibility for meeting all requirements of construction and Contract Documents. Without restricting generality of foregoing, Contractor is responsible for dimensions to be confirmed and correlated at job site, for information that pertains solely to fabrication processes or to techniques of construction and installation and for co-ordination of Work of all sub-trades.
- .5 Submit 3 prints and 1 electronic of product data sheets for standard manufactured items. Indicate VOC's in g/l for adhesives, primers, sealants, paints, curing and sealing compounds, sealers, particleboard, plywood, preserved wood, and any other product that emits more than 25 g/l VOC during application, curing, initial off gassing or end use.
- .6 Responsibility for errors, omissions or deviations from requirements of Contract Documents is not relieved by Departmental Representative's review of submittals.

1.12 DESIGN DATA,

- .1 Prior to submission check and certify as correct each submission. Issue to Departmental Representative each submission at least 14 days before

TEST REPORTS,
CERTIFICATES,
MANUFACTURER'S
INSTRUCTIONS,
MANUFACTURER'S
FIELD REPORTS

reviewed submission will be needed.

- .2 Submit 3 white print copies of each item requested.
- .3 For products bearing the 'Ecologo' of the Environmental Choice Program, Environment Canada, Canadian Environmental Protection Act, Environmental Choice Product Guidelines:
 - .1 Submit two copies of the licensing criteria statements and the verification of compliance with Sections 3(a) and 3(b) of the ECP to the Departmental Representative. For adhesives, paints, primers and sealants, cleaners and degreasers, floor polishes, water borne surface coatings, indicate VOC in g/l.
 - .2 Alternatively, material in original containers bearing the 'Ecologo' or products bearing the 'Ecologo' will satisfy this requirement.
- .4 Responsibility for errors, omissions or deviations from requirements of Contract Documents is not relieved by Departmental Representative's review of submittals.

1.13 SAMPLES

- .1 Submit duplicate samples of fire stopping materials.
- .2 Identify manufacturer's name and product.
- .3 Installed work shall match reviewed sample.

1.14 ADDITIONAL
DRAWINGS

- .1 Departmental Representative may furnish additional drawings to clarify work.
- .2 Such drawings become part of Contract Documents.

1.15 PROTECTION

- .1 Protect existing work from damage.
- .2 Replace damaged existing work with material and finish to match original.
- .3 Move furniture and fittings and replace following completion of each work period.
- .4 Cover furniture and fittings prior to commencing work.
- .5 Remove coverings and clean following completion of each work period.

1.16 EXISTING
SERVICES

- .1 Establish location, protect and maintain existing utility lines.
- .2 Maintain existing services in occupied areas.
- .3 Use designated existing sanitary facilities.
- .4 Use existing water and electrical services at no cost.
- .5 Use elevator designated, protect walls from damage.

1.17 TEMPORARY
FACILITIES AND
SERVICES

- .1 Provide and maintain temporary facilities and services required to carry out work.

-
- .2 Remove temporary facilities and services on completion of work.
- 1.18 MATERIAL AND EQUIPMENT
- .1 Use new products unless otherwise specified.
- .2 Deliver and store material and equipment to manufacturer's instructions with manufacturer's labels and seals intact.
- .3 When material or equipment is specified by standard or performance specifications, upon request of Departmental Representative, obtain from manufacturer an independent testing laboratory report, stating that material or equipment meets or exceeds specified requirements.
- 1.19 FASTENINGS
- .1 Provide fastenings of type, size and spacing required to assure secure anchorage.
- .2 Obtain Departmental Representative's permission before using explosive actuated fasteners.
- 1.20 CO-ORDINATION AND CO-OPERATION
- .1 Site, building and work areas will be occupied during execution of work.
- .2 Execute work with minimum disturbance to occupants, public and normal use of site, building, and work areas..
- 1.21 INSPECTION AND TESTING
- .1 When initial tests and inspections reveal work not to contract requirements, pay for tests and inspections required by Departmental Representative on corrected work.
- 1.22 COST BREAKDOWN
- .1 Within 48 hours of notification of acceptance of bid furnish a cost breakdown by Section aggregating contract price.
- .2 Show separately cost of equipment purchased exempt from Ontario Retail Sales Tax under your Ontario Sales Tax license number.
- .3 Within 48 hours of acceptance of bid submit a list of subcontractors.
- 1.23 SCHEDULING
- .1 On award of contract submit bar chart construction schedule for work, indicating anticipated progress stages within time of completion. When schedule has been reviewed by the Departmental Representative take necessary measures to complete work within scheduled time. Do not change schedule without notifying Departmental Representative.
- .2 Carry out work Monday to Friday from 8:00 to 16:00 hours.
- .3 Carry out noise generating work Monday to Friday from 17:00 to 22:00 hours..
- .4 Interior painting of washrooms, service areas, new space or unoccupied space may be carried out during normal working hours.
- .1 Provide continuous ventilation during and after application of paint. Run ventilation system 24 hours per day during installation at 30% outside air; provide continuous ventilation for 7 days after completion of application of paint.

-
- | | | |
|---|----|---|
| <u>1.24 CLEANING</u> | .1 | Maintain project free of accumulated waste and rubbish. |
| | .2 | Final cleaning: <ul style="list-style-type: none">.1 Remove temporary protection..2 Remove dust, dirt and foreign matter from surfaces. HEPA vacuum interior surfaces..3 Broom clean paved exterior surfaces, rake clean other exterior surfaces. |
| <u>1.25 CONSTRUCTION & DEMOLITION WASTE</u> | .1 | Carefully deconstruct and source separate materials/equipment and divert from D&C waste destined for landfill to maximum extent possible. |
| | .2 | Contractor is allowed to remove material from AAFC site only with AAFC approval. |
| | .3 | Provide facilities for collection, handling and storage of source separated wastes. |
| <u>1.26 ASBESTOS DISCOVERY</u> | .1 | If during alteration work existing asbestos material is discovered (e.g. fireproofing, acoustic or thermal insulation, pipe or tank covering) stop work and immediately notify Departmental Representative. Do not remove any existing material containing asbestos fibres. |
| <u>1.27 DESIGNATED SUBSTANCES</u> | .1 | The project site has been surveyed for the presence of designated substances referred to in the Occupational Health and Safety Act and Regulations for Construction Projects, O.Reg. 213/91 as amended. |
| | .2 | The Designated Substances Survey, Agriculture and Agri-Food Canada, London Facility, 1391 Sandford Street, Project No. 515896L prepared by Trow Associates Inc., dated December 2005 will be available from the Owner. |
| <u>1.28 SPECIAL PROTECTION AND PRECAUTIONS</u> | .1 | Comply with the requirements of the Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labeling and the provision of material safety data sheets acceptable to HRSDC - Labour Program. |
| <u>1.29 IAQ - INDOOR AIR QUALITY</u> | .1 | Comply with CSA Z204-94(R1999), Guideline for Managing Indoor Air Quality in Office Buildings. |
| <u>1.30 POLLUTION CONTROL</u> | .1 | Spills of deleterious substances: <ul style="list-style-type: none">.1 Immediately contain, limit spread and clean up in accordance with provincial regulatory requirements..2 Report immediately to Ontario Spills Action Centre: 1-800-268-6060..3 Further information on dangerous goods emergency cleanup and precautions including a list of companies performing this work can be obtained from the Transport Canada 24-hour number (613) 996-6666 collect. |

PART 2 - PRODUCTS

2.1 NOT USED .1 Not used.

PART 3 - EXECUTION

3.1 NOT USED .1 Not used.

END OF SECTION

This page left blank intentionally.

PART 1 - GENERAL

1.1 REFERENCES

- .1 National Building Code 2010 (NBC):
 - .1 NBC 2010, Division B, Part 8 Safety Measures at Construction and Demolition Sites.
- .3 National Fire Code 2010 (NFC):
 - .1 NFC 2005, Division B, Part 2 Emergency Planning, subsection 2.8.2 Fire Safety Plan.
- .4 Province of Ontario:
 - .1 Occupational Health and Safety Act Revised Statutes of Ontario 1990, Chapter O.1 as amended, and Regulations for Construction Projects, O. Reg. 213/91 as amended.
 - .2 Workplace Safety and Insurance Act, 1997.
 - .3 Municipal statutes and authorities.
- .5 Fire Commissioner of Canada (FCC):
 - .1 FC-301 Standard for Construction Operations, June 1982.

Labour Program
Fire Protection Engineering Services
4900 Yonge Street 8th Floor
North York, Ontario M2N 6A8

and copies may be obtained from:

Human Resources and Social Development Canada
Labour Program
Fire Protection Engineering Services
Ottawa, Ontario K1A 0J2

1.2 SUBMITTALS

- .1 Make submittals in accordance with Section 01 11 01.
- .2 Submit site-specific Health and Safety Plan: Within 7 days after date of Notice to Proceed and prior to commencement of Work. Health and Safety Plan must include:
 - .1 Results of site specific safety hazard assessment.
 - .2 Results of safety and health risk or hazard analysis for site tasks and operations found in work plan.
 - .3 Measures and controls to be implemented to address identified safety hazards and risks.
- .3 Departmental Representative will review Contractor's site-specific Health and Safety Plan and provide comments to Contractor within 5 days after receipt of plan. Revise plan as appropriate and resubmit plan to Departmental Representative within 5 days after receipt of comments from Departmental Representative.
- .4 Departmental Representative's review of Contractor's final Health and Safety plan should not be construed as approval and does not reduce the Contractor's

overall responsibility for construction Health and Safety.

- .5 Submit names of personnel and alternates responsible for site safety and health.
- .6 Submit copies of orders, directions or reports issued by health and safety inspectors of the authorities having jurisdiction.
- .7 Submit copies of incident and accident reports.
- .8 Submit Material Safety Data Sheets (MSDS) in accordance with Section 01 11 01.
- .9 Submit Workplace Safety and Insurance Board (WSIB)- Experience Rating Report.

1.3 SAFETY ASSESSMENT

- .1 Perform site specific safety hazard assessment related to project.

1.4 REGULATORY REQUIREMENTS

- .1 Comply with the Acts and regulations of the Province of Ontario.
- .2 Comply with specified standards and regulations to ensure safe operations at site.

1.5 PROJECT/SITE CONDITIONS

- .1 Refer to the Designated Substances Report for a list of all designated substances on the site.

1.6 COMPLIANCE REQUIREMENTS

- .1 Comply with Ontario Occupational Health and Safety Act, R.S.O. 1990 Chapter 0.1, as amended.

1.7 RESPONSIBILITY

- .1 Be responsible for health and safety of persons on site, safety of property on site and for protection of persons adjacent to site and environment to extent that they may be affected by conduct of Work.
- .2 Comply with and enforce compliance by employees with safety requirements of Contract Documents, applicable federal, provincial, territorial and local statutes, regulations, and ordinances, and with site-specific Health and Safety Plan.
- .3 Where applicable the Contractor shall be designated "Constructor", as defined by Occupational Health and Safety Act for the Province of Ontario.

1.8 UNFORSEEN HAZARDS

- .1 Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of Work, immediately stop work and advise Departmental Representative verbally and in writing.
- .2 Follow procedures in place for Employees Right to Refuse Work as specified in the Occupational Health and Safety Act for the Province of Ontario.

1.9 CORRECTION OF
NON-COMPLIANCE

- .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Departmental Representative.
- .2 Provide Departmental Representative with written report of action taken to correct non-compliance of health and safety issues identified.
- .3 Departmental Representative may stop Work if non-compliance of health and safety regulations is not corrected.

1.10 WORK STOPPAGE

- .1 Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for Work.
- .2 Assign responsibility and obligation to Competent Supervisor to stop or start Work when, at Competent Supervisor's discretion, it is necessary or advisable for reasons of health or safety. Departmental Representative may also stop Work for health and safety considerations.

PART 2 – PRODUCTS

2.1 NOT USED

- .1 Not used.

PART 3 - EXECUTION

3.1 NOT USED

- .1 Not used.

END OF SECTION

PART 1 - GENERAL

- 1.1 SECTION INCLUDES
- .1 Inspection and testing, administrative and enforcement requirements.
 - .2 Tests and mix designs.
 - .3 Equipment and system adjust and balance.
- 1.2 INSPECTION
- .1 Allow Departmental Representative access to Work. If part of Work is in preparation at locations other than Place of Work, allow access to such Work whenever it is in progress.
 - .2 Give timely notice requesting inspection if Work is designated for special tests, inspections or approvals by Departmental Representative instructions, or law of Place of Work.
 - .3 If Contractor covers or permits to be covered Work that has been designated for special tests, inspections or approvals before such is made, uncover such Work, have inspections or tests satisfactorily completed and make good such Work.
 - .4 Departmental Representative may order any part of Work to be examined if Work is suspected to be not in accordance with Contract Documents. If, upon examination such work is found not in accordance with Contract Documents, correct such Work and pay cost of examination and correction. If such Work is found in accordance with Contract Documents, Departmental Representative shall pay cost of examination and replacement.
- 1.3 PROCEDURES
- .1 Notify appropriate agency and Departmental Representative in advance of requirement for tests, in order that attendance arrangements can be made.
 - .2 Submit samples and/or materials required for testing, as specifically requested in specifications. Submit with reasonable promptness and in an orderly sequence so as not to cause delay in Work.
 - .3 Provide labour and facilities to obtain and handle samples and materials on site. Provide sufficient space to store and cure test samples.
- 1.7 REJECTED WORK
- .1 Remove defective Work, whether result of poor workmanship, use of defective products or damage and whether incorporated in Work or not, which has been rejected by Departmental Representative as failing to conform to Contract Documents. Replace or re-execute in accordance with Contract Documents.
 - .2 Make good other Contractor's work damaged by such removals or replacements promptly.
 - .3 If in the opinion of Departmental Representative it is not expedient to correct defective Work or Work not performed in accordance with Contract Documents, Departmental Representative may deduct from Contract Amount difference in value between Work performed and that called for by Contract Documents, amount of which shall be determined by Departmental Representative.

<u>1.9 TESTS AND MIX DESIGNS</u>	.1	Furnish test results and mix designs as may be requested.
	.2	The cost of tests and mix designs beyond those called for in Contract Documents or beyond those required by law of Place of Work shall be appraised by Departmental Representative and may be authorized as recoverable.
<u>1.12 EQUIPMENT AND SYSTEMS</u>	.1	Submit testing, adjusting and balancing reports for mechanical, electrical and building equipment systems.
	.2	Submit Commissioning/Closing Documentation in accordance with Section 01 11 01.
<u>PART 2 - PRODUCTS</u>		
<u>2.1 NOT USED</u>	.1	Not Used.
<u>PART 3 - EXECUTION</u>		
<u>3.1 NOT USED</u>	.1	Not Used.

END OF SECTION

This page left blank intentionally.

Part 1 General

1.1 REFERENCES

- .1 Health Canada/Workplace Hazardous Materials Information System (WHMIS)
 - .1 Material Safety Data Sheets (MSDS).
 - .2 Underwriter's Laboratories of Canada (ULC)
 - .1 ULC-S115-[1995], Fire Tests of Fire stop Systems.

1.2 DEFINITIONS

- .1 Fire Stop Material: device intended to close off opening or penetration during fire or materials that fill openings in wall or floor assembly where penetration is by cables, cable trays, conduits, ducts and pipes and poke-through termination devices, including electrical outlet boxes along with their means of support through wall or floor openings.
- .2 Single Component Fire Stop System: fire stop material that has Listed Systems Design and is used individually without use of high temperature insulation or other materials to create fire stop system.
- .3 Multiple Component Fire Stop System: exact group of fire stop materials that are identified within Listed Systems Design to create on site fire stop system.
- .4 Tightly Fitted; (ref: NBC Part 3.1.9.1.1 and 9.10.9.6.1): penetrating items that are cast in place in buildings of noncombustible construction or have "0" annular space in buildings of combustible construction.
 - .1 Words "tightly fitted" should ensure that integrity of fire separation is such that it prevents passage of smoke and hot gases to unexposed side of fire separation.

1.3 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Provide submittals in accordance with Section 01 11 01 - Submittal Procedures.
- .2 Product Data:
 - .1 Submit manufacturer's printed product literature, specifications and datasheet and include product characteristics, performance criteria, physical size, finish and limitations.
 - .2 Submit two copies of WHMIS MSDS - Material Safety Data Sheets in accordance with Section 01 11 01 – Shop Drawings and Product Data Sheets.
- .3 Shop Drawings:
 - .1 Submit shop drawings to show location, proposed material, reinforcement, anchorage, fastenings and method of installation.
 - .2 Construction details should accurately reflect actual job conditions.
- .4 Samples:
 - .1 Submit samples showing actual fire stop material proposed for project.

- .5 Quality assurance submittals: submit following in accordance with Section 01 45 00 - Quality Control.
 - .1 Test reports: in accordance with CAN-ULC-S101 for fire endurance and CAN-ULC-S102 for surface burning characteristics.
 - .1 Submit certified test reports from approved independent testing laboratories, indicating compliance of applied fire stopping with specifications for specified performance characteristics and physical properties.
 - .2 Certificates: submit certificates signed by manufacturer certifying that materials comply with specified performance characteristics and physical properties.
 - .3 Manufacturer's Instructions: submit manufacturer's installation instructions and special handling criteria, installation sequence, and cleaning procedures.
 - .4 Manufacturer's Field Reports: submit to manufacturer's written reports within 3 days of review, verifying compliance of Work, as described in PART 3 - FIELD QUALITY CONTROL.

1.4 QUALITY ASSURANCE

- .1 Qualifications:
 - .1 Installer: company specializing in fire stopping installations approved by manufacturer with documented experience.
- .2 Pre-Installation Meetings: convene pre-installation meeting one week prior to beginning work of this section, with Departmental Representative and Consultant in accordance with Section 01 11 01 – Scheduling to:
 - .1 Verify project requirements.
 - .2 Review installation and substrate conditions.
 - .3 Co-ordination with other building subtrades.
 - .4 Review manufacturer's installation instructions and warranty requirements.

1.5 DELIVERY, STORAGE AND HANDLING

- .1 Packing, shipping, handling and unloading:
 - .1 Deliver, store and handle materials in accordance with Section 0111 01 – Materials and Equipment and manufacturer's written instructions.
 - .2 Deliver materials to the site in undamaged condition and in original unopened containers, marked to indicate manufacturer and ULC markings.
- .2 Storage and Protection:
 - .1 Store materials indoors and in accordance with manufacturer's recommendations in clean, dry, well-ventilated area.
 - .2 Replace defective or damaged materials with new.
- .3 Waste Management and Disposal:
 - .1 Separate waste materials for recycling in accordance with Section 01 11 01 – Construction and Demolition Waste.

Part 2 Products

2.1 MATERIALS

- .1 Fire stopping and smoke seal systems: in accordance with CAN-ULC-S115.
 - .1 Asbestos-free materials and systems capable of maintaining effective barrier against flame, smoke and gases in compliance with requirements of CAN-ULC-S115 and not to exceed opening sizes for which they are intended and conforming to specified special requirements described in PART 3.
 - .2 Fire stop system rating: F- rating.
- .2 Service penetration assemblies: systems tested to CAN-ULC-S115.
- .3 Service penetration fire stop components: certified by test laboratory to CAN-ULC-S115.
- .4 Fire-resistance rating of installed fire stopping assembly in accordance with NBC.
- .5 Fire stopping and smoke seals at openings intended for ease of re-entry such as cables: elastomeric seal.
- .6 Fire stopping and smoke seals at openings around penetrations for pipes, ductwork and other mechanical items requiring sound and vibration control: elastomeric seal.
- .7 Primers: to manufacturer's recommendation for specific material, substrate, and end use.
- .8 Water (if applicable): potable, clean and free from injurious amounts of deleterious substances.
- .9 Damming and backup materials, supports and anchoring devices: to manufacturer's recommendations, and in accordance with tested assembly being installed as acceptable to authorities having jurisdiction.
- .10 Sealants for vertical joints: non-sagging.

Part 3 Execution

3.1 MANUFACTURER'S INSTRUCTIONS

- .1 Compliance: comply with manufacturer's written recommendations or specifications, including product technical bulletins, handling, storage and installation instructions, and datasheets.

3.2 PREPARATION

- .1 Examine sizes and conditions of voids to be filled to establish correct thicknesses and installation of materials.
 - .1 Ensure that substrates and surfaces are clean, dry and frost free.
- .2 Prepare surfaces in contact with fire stopping materials and smoke seals to manufacturer's instructions.
- .3 Maintain insulation around pipes and ducts penetrating fire separation.

- .4 Mask where necessary to avoid spillage and over coating onto adjoining surfaces; remove stains on adjacent surfaces.

3.3 INSTALLATION

- .1 Install fire stopping and smoke seal material and components in accordance with manufacturer's certified tested system listing.
- .2 Seal holes or voids made by through penetrations, poke-through termination devices, and unpenetrated openings or joints to ensure continuity and integrity of fire separation are maintained.
- .3 Provide temporary forming as required and remove forming only after materials have gained sufficient strength and after initial curing.
- .4 Tool or trowel exposed surfaces to neat finish.
- .5 Remove excess compound promptly as work progresses and upon completion.

3.4 SPECIAL REQUIREMENTS

- .1 Location of special requirements for fire stopping and smoke seal materials at openings and penetrations in fire resistant rated assemblies are as follows:
 - .1 Designed for re-entry, removable at: all sleeved openings in floors or walls.
 - .2 1 hr. fire resistance rating except as indicated on drawings.
- .2 Where opening in fire rated separation is not accessible from one side without disruption to occupied space, i.e. in ceiling space above work areas, in laboratories, etc., fire stopping systems is to be designed and installed consistent with manufacturer's recommendations for one-sided installation.

3.5 SEQUENCES OF OPERATION

- .1 Proceed with installation only when submittals have been reviewed by Departmental Representative.
- .2 Metal deck bonding: fire stopping to precede spray applied fireproofing to ensure required bonding.
- .3 Mechanical pipe insulation: certified fire stop system component.
 - .1 Ensure pipe insulation installation precedes fire stopping.

3.6 FIELD QUALITY CONTROL

- .1 Inspections: notify Departmental Representative when ready for inspection and prior to concealing or enclosing fire stopping materials and service penetration assemblies.
- .2 Manufacturer's Field Services:
 - .1 Obtain written report from manufacturer verifying compliance of Work, in handling, installing, applying, protecting and cleaning of product and submit Manufacturer's Field Reports as described in PART 1 - SUBMITTALS.
 - .2 Provide manufacturer's field services consisting of product use recommendations and periodic site visits for inspection of product installation in accordance with manufacturer's instructions.

- .3 Schedule site visits, to review Work, as directed in PART 1 - QUALITY ASSURANCE.

3.7 CLEANING

- .1 Proceed in accordance with Section 01 11 01 - Cleaning.
- .2 On completion and verification of performance of installation, remove surplus materials, excess materials, rubbish, tools and equipment.
- .3 Remove temporary dams after initial set of fire stopping and smoke seal materials.

3.8 SCHEDULE

- .1 Fire stop and smoke seal at locations indicated in the attached schedules.

END OF SECTION

This page left blank intentionally.

Location	Room Number	Description	Image No.:
Basement - Research Wing	0007	Conduit through masonry block wall above door	0007-01
		Conduit through masonry wall at ceiling - several instances	0007-02
		Multiple conduit through masonry wall - south west corner at ceiling	0007-03
	0010	Conduits through sleeved openings in floor slab - above door	0010-01
		Unprotected opening - above door	0010-02
Main Floor - Research Wing	1003	Unprotected sleeved opening at floor at north	1003-01
		Unprotected unsleeved opening through concrete wall at north	1003-02
		2 openings through masonry wall at south; one with copper pipe	1003-03
		Unprotected sleeved opening in floor	1003-04
		Opening in masonry wall above door	1003-05
	1004	Plastic sleeve with 25mm metal pipe at floor near north wall	1004-01
		Conduit through masonry wall above door	1004-02
	1005	Electrical conduit through masonry wall - north	1005-01
		Remove existing packing and fire stop	1005-02
		Multiple conduits through masonry block above door	1005-03
	1006	Unprotected beam pocket on south wall	1006-01
	1023	Unprotected beam pocket on north wall	No image
		Conduit through masonry wall above door	1023-02
	1024	Unprotected sleeve with conduit and cables above door	1024-01
	1025	Opening in masonry at north wall	1025-01
		Unprotected sleeved opening at floor - south wall	1025-02
		Conduit and cabling through sleeve at floor - south wall	1025-03
		Copper pipe through masonry wall at north	1025-04
		Multiple (3)sleeved openings with conduit and cabling through south wall above corridor ceiling	1025-05
		Conduit and cabling through multiple holes in masonry wall above door	1025-06
		Gas pipes through masonry on north wall	1025-07
		Opening through masonry wall above door	1025-08

Location	Room Number	Description	Image No.:
Main Floor - Research Wing	1026	Conduit and cabling through multiple holes in masonry wall above door	1026-01
		Conduit through sleeved opening at floor near north wall	1026-02
		Plastic pipe through sleeved opening in floor near south wall	1026-03
		Conduit through sleeved opening at floor near south wall	1026-04
Main Floor - Insectary Wing	1111	Partially protected sleeved openings through masonry wall above door 1119-B openings. Replace existing packing with new fire stopping.	1111-01
	1112	Openings through masonry wall above door 1119-B.	1112-01
Garage	1305	Conduit through sleeved openings in masonry wall	1305-01
Second Floor - Research Wing	2003	Conduit, cabling and piping through opening in masonry wall above door	2003-01
	2004	Conduit through masonry wall above door	2004-01
	2005	Conduit through opening in north masonry wall	2005-01
		Conduit and cabling through opening in masonry wall at west	2005-02
	2006	Copper piping through openings in masonry wall at north	2006-01
	2029	Multiple 35mm openings through concrete wall; some with cabling	2029-01
		Conduit through masonry wall above door	2029-02
	2031	Conduit through opening in masonry wall above door	2031-01
	2050	Copper piping through openings in masonry wall at south	2050-01
Conduit through unsleeved opening. Remove existing packing and replace with fire stopping		2050-02	

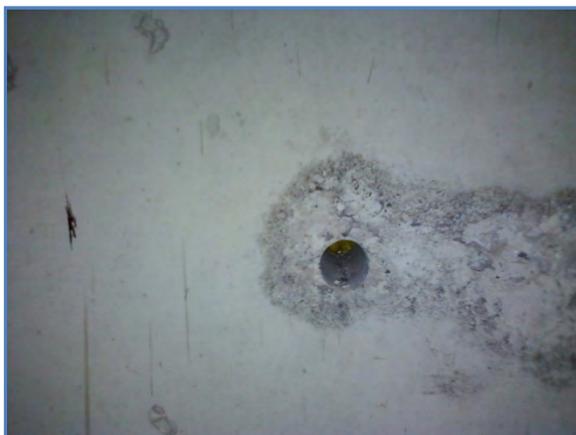
Location	Room Number	Description	Image No.:
Second Floor - Research Wing	2051	Pipe through sleeve in masonry wall at north. Remove existing packing and replace with fire stopping	2051-01
		Multiple penetrations of roof trusses through masonry wall where packing has fallen away.	2051-02
		Multiple copper and iron pipes through masonry wall	2051-03
	2053	Penetrations of roof truss through masonry wall at north.	2053-01
		Penetrations of roof truss through masonry wall at south.	2053-02
	2053	Penetrations of roof truss through masonry wall at south.	2053-02
	2054	Conduit through masonry wall at west	2054-01
Soil Ecology Building - Mechanical Penthouse	2201	Penetrations of roof truss through masonry wall at south.	2201-01
Basement - North Research Wing	015	Openings through masonry - north wall	015-01
	015	Conduit through openings in masonry - west wall	015-02
Main Floor - North Research Wing	129	Sleeved and unsleeved openings through concrete floor slab	129-01
	140	Data lines through unprotected sleeve	140-01
		Data lines through unprotected sleeve	140-02
141	Data lines through unprotected sleeve	141-01	
Second Floor - North Research Wing	229	Copper drain pipe through opening in concrete floor slab	229-01
	240	Data lines through unprotected sleeve	240-01
	241	Data lines through unprotected sleeve	241-01

This page left blank intentionally.

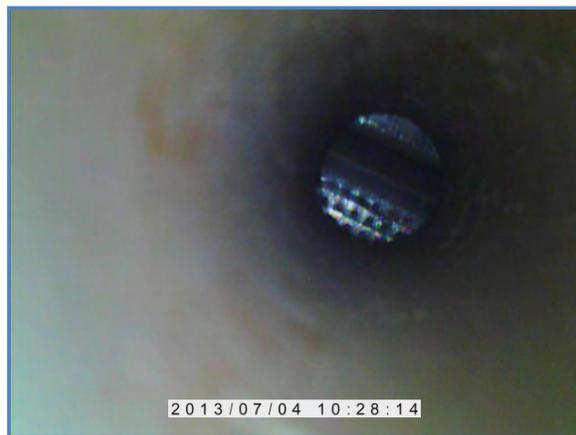
Holes Through Poured Concrete Walls

There are numerous locations where 30mm holes remain through poured concrete walls in the mechanical shafts on both first and second floor. The schedule is a count of the observations:

Room No.:	Number of holes observed:
1003	3
1004	8
1005	10
1006	11
1023	6
1024	7
1025	0
1026	0
2003	0
2004	0
2005	0
2006	0
2028	0
2029	3
2030	1
2031	0
Total	49



Typical 30mm hole through poured concrete wall



Hole penetrates entire concrete wall

Basement - Research Wing



0007-01
Conduit through masonry block wall above door



0007-02
Conduit through masonry wall at ceiling - several instances



0007-03
Multiple conduit through masonry wall - south west corner at ceiling



0010-01
Conduits through sleeved openings in floor slab - above door



0010-02
Unprotected opening - above door

Main Floor – Research Wing



1003-01
Unprotected sleeved opening at floor - north



1003-02
Unprotected unsleeved opening through concrete wall at north



1003-03
2 openings through masonry wall at south; one with copper pipe



1003-04
Unprotected sleeved opening in floor



1003-05
Opening in masonry wall above door



1004-01
Plastic sleeve with 25mm metal pipe at floor near
north wall



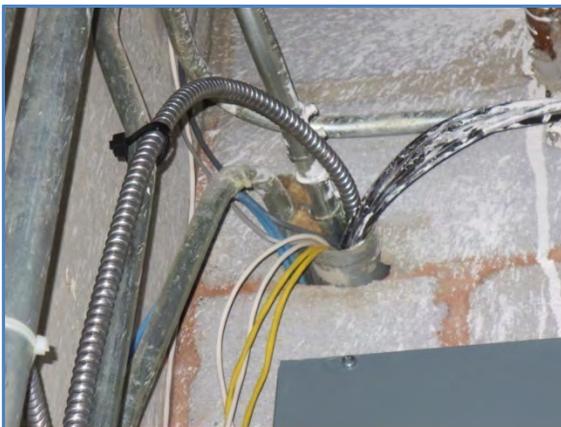
1004-02
Conduit through masonry wall above door



1005-01
Electrical conduit through masonry wall - north



1005-02
Remove existing packing and fire stop



1005-03
Multiple conduits through masonry block above
door



1006-01
Unprotected beam pocket on south wall



1024-01
Unprotected sleeve with conduit and cables above door



1025-01
Opening in masonry at north wall



1025-02
Unprotected sleeved opening at floor - south wall



1025-03
Conduit and cabling through sleeve at floor - south wall



1025-04
Copper pipe through masonry wall at north



1025-05
Multiple (3) sleeved openings with conduit and cabling through south wall above corridor ceiling



1025-06
Conduit and cabling through multiple holes in masonry wall above door



1025-07 Gas pipes through masonry wall - north



1025-08 Openings through masonry wall above door



1026-01
Multiple openings through masonry wall above door



1026-02
Conduit through sleeved opening at floor near north wall



1026-03
Plastic pipe through sleeved opening in floor near south wall



1026-04
Conduit through sleeved opening at floor near south wall

Main Floor - Insectary



1111-01
Partially protected sleeved openings through masonry wall above door 1119-B openings. Replace existing packing with new fire stopping.



1112-01
Openings through masonry wall above door 1119-B.

Garage



1305-01
Conduit through sleeved openings in masonry wall

Second Floor - Research Wing



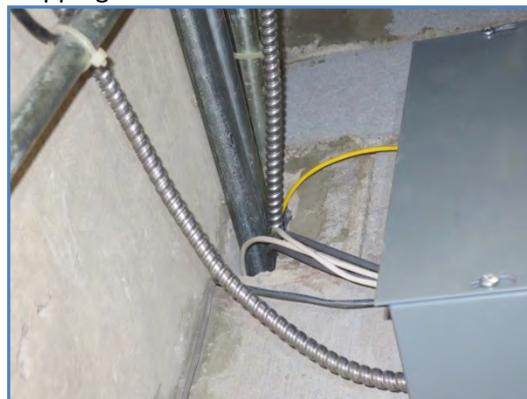
2003-01
Conduit/cabling through opening in masonry wall above door



2004-01
Batt insulation to be removed from opening in south masonry wall and replaced with fire stopping



2005-01
Conduit through opening in north masonry wall just below 2nd floor slab



2005-02
Conduit and cabling through opening in masonry wall above door



2006-01
Copper piping through openings in masonry wall
at north



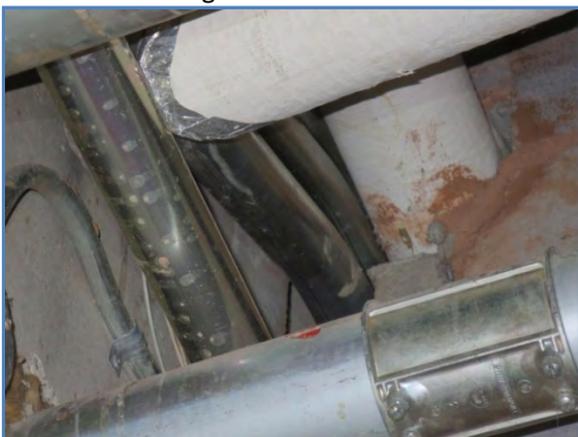
2028-01
Conduit above door



2029-01
Multiple 35mm openings through concrete wall;
some with cabling



2029-02
Conduit through masonry wall above door.



2031-01
Conduit through opening in masonry wall above
door



2050-01
Copper piping through openings in masonry wall at south



2050-02
Conduit through unsleeved opening. Remove existing packing and replace with fire stopping



2051-01
Pipe through sleeve in masonry wall at north. Remove existing packing and replace with fire stopping



2051-02
Penetrations of roof trusses through masonry wall where packing has fallen away.



2051-03
Multiple copper and iron pipes through masonry wall



2053-01
Penetrations of roof truss through masonry wall at north



2053-02
Penetrations of roof truss through masonry wall at south.



2054-01
Conduit through masonry wall at west

Soil Ecology Building



2201-01
Penetrations of roof truss through masonry wall at south.

Basement – North Research Wing



015-01
Openings through masonry - north wall



015-02
Conduit through openings in masonry - west wall

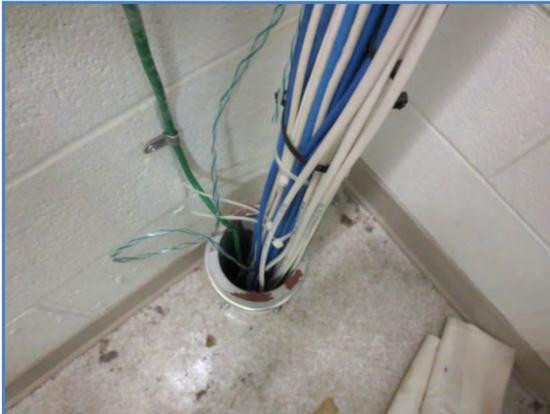
Main Floor - Research Wing



129-01
Sleeved and unsleeved openings through concrete floor slab



140-01
Data lines through unprotected sleeve



141-02
Data lines through unprotected sleeve

Second Floor - North Research Wing

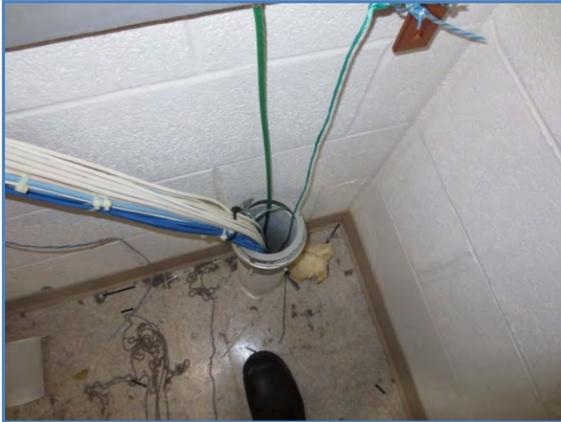


229-01
Copper drain pipe through opening in concrete



240-01
Data lines through unprotected sleeve

floor slab



241-01

Data lines through unprotected sleeve



APPENDIX "B"

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 1st 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.



- 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



- 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.



APPENDIX "C"

GENERAL CONDITIONS

Section	Page	Heading
GC1	1	Interpretation
GC2	1	Successors and Assigns
GC3	2	Assignment of Contract
GC4	2	Subcontracting by Contractor
GC5	2	Amendments
GC6	2	No Implied Obligations
GC7	2	Time of Essence
GC8	2	Indemnification by Contractor
GC9	3	Indemnification by Her Majesty
GC10	3	Members of House of Commons Not to Benefit
GC11	3	Notices
GC12	3	Material, Plant and Real Property Supplied by Her Majesty
GC13	4	Material, Plant and Real Property Become Property of Her Majesty
GC14	4	Permits and Taxes Payable
GC15	5	Performance of Work under Direction of Engineer
GC16	5	Cooperation with other Contractors
GC17	5	Examination of Work
GC18	5	Clearing of Site
GC19	6	Contractor's Superintendent
GC20	6	National Security
GC21	6	Unsuitable Workers
GC22	7	Increased or Decreased Costs
GC23	7	Canadian Labour and Material
GC24	7	Protection of Work and Documents
GC25	8	Public Ceremonies and Signs
GC26	8	Precautions Against Damage, Infringement of Rights, Fire and Other Hazards
GC27	8	Insurance
GC28	9	Insurance Proceeds
GC29	9	Contract Security
GC30	10	Changes in the Works
GC31	10	Interpretation of Contract of Engineer
GC32	11	Warranty and Rectification of Defects in Work
GC33	11	Non-Compliance by Contractor
GC34	11	Protesting Engineer's Decision
GC35	12	Changes in Soil Conditions and Neglect or Delay by Her Majesty
GC36	12	Extension of Time
GC37	13	Assessments and Damages for Late Completion
GC38	13	Taking the Work Out of the Contractor's Hands
GC39	14	Effect of Taking the Work Out of the Contractor's Hands
GC40	14	Suspension of Work by Minister
GC41	15	Termination of Contract
GC42	16	Claims Against and Obligations of the Contractor or Subcontractor
GC43	17	Security Deposit- Forfeiture or Return
GC44	17	Engineer's Certificate
GC45	18	Return of Security Deposit
GC46	18	Clarification of Terms in GC47 and GC50
GC47	18	Additions or Amendments to Unit Price Table
GC48	19	Determination of Cost- Unit Price Table
GC49	19	Determination of Cost- Negotiation
GC50	19	Determination of Cost- Failing Negotiation
GC51	20	Records to be Kept by Contractor
GC52	20	Conflict of Interest
GC53	21	Contractor's Status
GC54	21	Determination of Cost- Clarification of Terms



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.



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

8.2 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.

8.3 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.



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.



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.

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 in 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.

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 fixes 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 adjointed 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 balance
- of 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 or 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.



APPENDIX "C"

LABOUR CONDITIONS / CONDITIONS DE TRAVAIL

Index

- 01 Interpretation
- 02 General Fair Wage Clause
- 03 Hours of Work
- 04 Labour Conditions to be Posted
- 05 The Contractor to Keep Records which are to be kept Open for Inspection
- 06 Departmental Requirements before Payment made to Contractor
- 07 Authority to pay Wages in the Event of Default by the Contractor
- 08 Conditions of Subcontracting
- 09 Non-discrimination in Hiring and Employment of Labour

01 Interpretation

- (a) "Act" means the Fair Wages and Hours of Labour Act;
- (b) "Regulations" means the Fair Wages and Hours of Labour Regulations made pursuant to the Act;
- (c) "Contract" means the contract of which these Labour Conditions are part;
- (d) "Contracting Authority" means the department of Government or a crown corporation with whom the contract is made;
- (e) "Contractor" means the person who has entered into the contract with the contracting authority;
- (f) "regional Director" means the director of a regional office of the Department of Human Resources Development or the director's designated representative;
- (g) "Inspector" has the meaning assigned to the term by Part III of the Canada Labour Code;
- (h) "Minister" means the Minister of Labour of 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;

Table des matières

- 01 Interprétation
- 02 Clause générale de justes salaires
- 03 Durée du travail
- 04 Affichage des conditions de travail
- 05 L'entrepreneur s'engage à tenir des dossiers pour fins d'inspection
- 06 Exigences du ministère avant le versement des sommes dues à l'entrepreneur
- 07 Paiement des salaires par l'adjudicateur si l'entrepreneur omet de le faire
- 08 Conditions imposées à un sous-traitant
- 09 Non-discrimination dans l'embauchage et l'emploi de main-d'œuvre

01 Interprétation

- (a) « Loi » désigne la Loi sur les justes salaires et les heures de travail;
- (b) « Règlement » désigne le Règlement sur les justes salaires et les heures de travail établi en application de la Loi;
- (c) « Contrat » désigne le contrat auquel sont annexées les présentes Conditions de travail;
- (d) « Adjudicateur » désigne le ministère du gouvernement ou la société d'État avec lequel le contrat a été passé;
- (e) « Entrepreneur » désigne la personne qui a passé le contrat avec l'adjudicateur;
- (f) « Directeur Régional » le responsable d'un bureau régional du ministère du Développement des ressources humaines ou son représentant désigné;
- (g) « Inspecteur » s'entend au sens de la partie III du Code canadien du travail;
- (h) « Ministre » désigne le ministre du Travail du Canada;
- (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.



APPENDIX "C"

LABOUR CONDITIONS / CONDITIONS DE TRAVAIL

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.



APPENDIX "C"

LABOUR CONDITIONS / CONDITIONS DE TRAVAIL

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 présentes 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'arriérés 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.



APPENDIX "C"

LABOUR CONDITIONS / CONDITIONS DE TRAVAIL

- | | |
|--|--|
| <p>06 (...) (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.</p> <p>07 Authority to pay Wages in the Event of Default by the Contractor</p> <p>(a) The Contractor agrees that where the Contractor is in default of payment of fair wages to an employee, the Contractor is in default.</p> <p>(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.</p> <p>08 Conditions of Subcontracting</p> <p>(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.</p> <p>09 Non-discrimination in Hiring and Employment of Labour</p> <p>(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 :</p> <p>(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;</p> <p>(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</p> | <p>06 (...) (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.</p> <p>07 Paiement des salaires par l'adjudicateur si l'entrepreneur omet de le faire(a) 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.</p> <p>(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.</p> <p>08 Conditions imposées à un sous-traitant</p> <p>(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.</p> <p>09 Non-discrimination dans l'embauchage et l'emploi de main-d'œuvre</p> <p>(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 :</p> <p>(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;</p> <p>(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;</p> |
|--|--|



APPENDIX "C"

LABOUR CONDITIONS / CONDITIONS DE TRAVAIL

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).



APPENDIX "E"

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.



APPENDIX "F"

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.



TENDER FORM

PROJECT:
London Fire Stopping Project

DATE OF RECEIPT:
Quotations will be received until 2:00 p.m., Eastern Standard Time, Thursday, October 3rd, 2013.

TO:

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

DATE:

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 **March 15, 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.		Lump sum			
2.	N/A	Lump sum	N/A	N/A	N/A
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 G / PM G



TENDER FORM

LIST OF SUBCONTRACTORS

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



TENDER FORM

STATEMENT OF EQUIPMENT

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
201 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 **March 15, 2014**, in a careful and workmanlike manner, diligently perform and complete the following work :

**“London Fire Stopping Project at the Southern Crop Protection and Research
Centre in London, ON”**

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 \$* (*).

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



Plans