

1. INTERPRETATION

.1 In this Contract

- .1 "Canada"** means Her Majesty the Queen in right of Canada,
 - .2 "Minister"** includes a person acting for the Minister, the Minister's successor in the office, their lawful deputy and their representatives appointed for the purpose of the Contract,
 - .3 "Departmental Representative"** means the representative of Canada who is designated from time to time by Canada as the Departmental Representative with the authority to act on behalf of Canada to the extent provided in the Contract, and includes any person designated by the Departmental Representative to perform any of the Departmental Representative's functions,
 - .4 "Services"** means, 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,
 - .5 "Qualified Person"** means a person who, because of knowledge, training and experience is licensed or otherwise qualified to perform safely and properly a specified job,
 - .6 "herein", "hereby", "hereof", and similar expressions** refer to the Contract as a whole and not to any particular subdivision or part thereof.
- .2** The headings, section titles and marginal notes in the contract documents are not part of the Contract but are inserted for the convenience of reference only.

2. SUCCESSORS AND ASSIGNS

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

3. NO IMPLIED OBLIGATIONS

- .1** No implied terms or obligations of any kind by or on behalf of Canada shall arise from anything in the Contract and the express covenants and agreements therein contained and made by Canada are and shall be the only covenants and agreements upon which any rights against Canada are to be founded.
- .2** The Contract supersedes all communications, negotiations and agreements, either written or oral, related to the Services that were made prior to the date of the Contract.

4. CANADIAN FUNDS

All amounts of money specified in the Contract are in Canadian funds.

5. CONTRACTOR'S STATUS

The Contractor is engaged under the Contract as an independent Contractor. Neither the Contractor nor any of the Contractor's employees is engaged under the Contract as an employee, servant or agent of Canada. The Contractor shall be solely responsible for any and all deductions and payments required to be made by law, including those required for the Canada or Québec pension plan, Employment Insurance, Worker's Compensation and Income Tax.

6. ASSIGNMENT AND SUBCONTRACTING

- .1 The Contractor shall not assign the Contract, either in whole or in part, without the written consent of the Minister.
- .2 The Contractor shall not subcontract the Services, either in whole or in part, without the written consent of the Departmental Representative. Every subcontract shall incorporate all terms and conditions of the Contract which can be reasonably applied thereto.

7. APPLICABLE LAWS AND BY-LAWS

- .1 The Contractor shall comply with all legislative and regulatory provisions, whether federal, provincial, territorial or municipal, applicable to the performance of the Services.
- .2 Unless otherwise provided in the Contract, the Contractor shall obtain all permits and hold all certificates and licences required for the performance of the Services.
- .3 From time to time, the Departmental Representative may request that the Contractor provide evidence that it complies with all applicable legislative and regulatory provisions and that it holds all required permits, certificates and licences. Such evidence shall be provided within the time set in the request or as otherwise stipulated in the Contract.

8. CONTRACTOR'S SUPERINTENDENT AND EMPLOYEES

Only Qualified Persons skilled in elevating devices maintenance, neatly attired, directly employed and supervised by the Contractor and fully qualified to keep the equipment properly adjusted and maintained shall be employed to perform the Services. The Contractor shall, at the request of the Departmental Representative, remove from the premises any person employed to execute the Services who, in the opinion of the Departmental Representative, is not acceptable because of unacceptable workmanship or improper conduct.

9. SECURITY CLEARANCE

- .1 The Contractor shall eventually during the performance of the Contract, hold a valid Designated Organization Screening (DOS) issued by the Canadian and International Industrial Security Directorate (CIISD) of the Department of Public Works and Government Services Canada at the level of ENHANCED RELIABILITY.
- .2 Contractor personnel who require access to PROTECTED information, assets or sensitive work sites shall EACH hold a valid ENHANCED RELIABILITY screening, granted or approved by CIISD.
- .3 Contractor personnel MAY NOT HAVE ACCESS to PROTECTED information or assets, and MAY NOT ENTER sites where such information or assets are kept, without an escort provided by the department or agency for which the Work is being performed.
- .4 The Contractor shall comply with the provisions of:
 - a) the Security Requirements Check List (SRCL), attached at Appendix A.
 - b) the Industrial Security Manual (June 1992)

10. FORMER PUBLIC OFFICE HOLDERS

It is a term of the Contract that no former public office holder who is not in compliance with the post-employment provisions of the *Conflict of Interest and Post-Employment Code for Public Office Holders* shall derive a direct benefit from the Contract.

11. MEMBERS OF THE HOUSE OF COMMONS

No member of the House of Commons shall be admitted to any share or part of the Contract or any benefit arising therefrom.

12. TIME OF ESSENCE

Time is of the essence of the Contract.

13. NOTICES

.1 Any notice, request, decision, direction, order or other communication by either party shall be made in writing and addressed to the Departmental Representative, the Contractor or a designated person at the applicable address indicated on the Tender and Acceptance. Such notice, request, decision, direction, order or other communication shall be effective, if

- .1 served personally, on the day it is delivered,
- .2 forwarded by regular mail, on the sixth day following the day on which it was mailed,
- .3 forwarded by registered mail, when the postal receipt is acknowledged by the other party or on the sixth day following the day on which it was mailed, whichever occurs first,
- .4 forwarded by courier, on the second day following the day it was picked up by the courier, and
- .5 forwarded by facsimile or other electronic means that provide a paper record of the text of the communication, on the day it is transmitted.

.2 Either party shall, in the manner set out in this section, notify the other party of a change of address or the designation of other persons authorized to receive notices.

14. CO-OPERATION WITH OTHER CONTRACTORS

The Contractor shall co-operate fully with other contractors or workers sent by Canada to the premises where the Services are to be performed.

15. PUBLICITY

The Contractor shall neither permit any public ceremony, nor erect or permit the erection of any sign or advertising, in connection with the Services without the approval of the Departmental Representative. Notices and signs that indicate that the equipment is out of service shall be in both official languages of Canada with equal prominence given to each language.

16. PROPERTY OF CANADA

The Contractor shall be liable to Canada for any loss of or damage to any property of Canada arising out of the performance or non-performance of the Services whether or not such loss or damage arises from causes beyond its control.

17. INDEMNIFICATION

- .1 The Contractor shall indemnify and save harmless Canada, its servants, agents and contractors, and all those for whom Canada may in law be responsible, from and against all claims, demands, losses, damages, costs and legal proceedings by whomever made, sustained, brought or prosecuted, and in any manner based upon, occasioned by or attributed to the activities of the Contractor, the Contractor's servants, agents or persons for whom the Contractor is in law responsible in the performance or purported performance of the Contract, including an infringement or an alleged infringement of a patent of invention or any other kind of intellectual property.
- .2 For the purpose of subsection 17.1 above, "activities" include any act improperly carried out and any omission or delay in carrying out an act.
- .3 The Contractor's liability to indemnify or reimburse Canada under the Contract shall neither affect nor prejudice Canada from exercising any other rights available to it at law or in equity.

18. INSURANCE REQUIREMENTS

- .1 The Contractor shall at all times during the existence of the Contract, at its own expense, maintain in accordance with policy terms and conditions and with one or more companies satisfactory to Canada, Commercial General Liability insurance against claims for personal injury, death or property damage or loss, to an amount of not less than \$5,000,000 per accident or occurrence.
- .2 Within 30 days following the acceptance of the Tender, the Contractor shall complete and return the certificate of insurance duly signed to the Departmental Representative. The certificate of insurance shall be the one provided with the tender documents.
- .3 Canada shall be named as an Additional Named Insured under the insurance policy for Canada's respective rights and interest under the Contract.

19. DEPARTMENTAL REPRESENTATIVE'S RIGHTS

- .1 With the approval of the Minister, the Departmental Representative may order additional Services and dispense with or change any part of the Services required by the Contract. The Departmental Representative shall determine whether anything done or not done as a result of directions given under this subsection has increased or decreased the cost of the Services to the Contractor and the contract amount shall be increased or decreased accordingly by an amount calculated in accordance with section 21 of these General Conditions.
- .2 All Services performed pursuant to the Contract shall be subject to inspection and acceptance by the Departmental Representative.
- .3 The Departmental Representative shall decide whether or not the Services have been performed in accordance with the Contract and whether or not the labour, materials, supplies, tools and equipment used in the execution of the Services are adequate.
- .4 In reaching a decision under subsection 19.3 above, the Departmental Representative may establish and utilize such a system or systems of inspection and rating of the Services as the Departmental Representative sees fit.
- .5 The Contractor shall comply with any direction of the Departmental Representative given under subsections 19.1, 19.2 and 19.3 above.

20. DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

It is the responsibility of the Departmental Representative to obtain the necessary authority or approval from the Minister if such authority has not previously been delegated in writing to the Departmental Representative.

21. DETERMINATION OF COST

- .1 For the purpose of subsections 19.1 and 28.2 of these General Conditions, the amount of the increase or decrease in the contract amount shall be an amount mutually agreed upon by the Departmental Representative and the Contractor.
- .2 Failing such agreement pursuant to subsection 21.1 above,
 - .1 in the case of additional services, the amount shall be the reasonable and proper costs paid or legally payable by the Contractor directly attributable to the additional services, plus 10% of the total of such costs being an allowance for overhead, including finance and interest charges, and profit, and
 - .2 in the case of a reduction in the Services, the amount as established by the Departmental Representative.

22. INTERPRETATION OF THE CONTRACT

- .1 Should any dispute arise concerning the meaning or intent of the Contract or a decision of the Departmental Representative pursuant to section 19 and paragraph 21.2.2 of these General Conditions, the Contractor shall continue performing the Services as directed by the Departmental Representative. Any compliance by the Contractor with decisions made or directives given by the Departmental Representative shall not be construed as an admission by the Contractor of their correctness nor prevent the Contractor from taking whatever proceedings it considers appropriate.
- .2 The Contractor may, within 10 days after the communication to it of any decision referred to in subsection 22.1 above, protest that decision. The protest shall be in writing, contain full reasons for the protest, be signed by the Contractor and given to the Departmental Representative in accordance with section 13 of these General Conditions. The giving of a protest by the Contractor shall not relieve it from complying with the decision that is subject to the protest.

23. DELAY, NON-COMPLIANCE OR DEFAULT BY THE CONTRACTOR

If the Contractor fails to comply with a direction of the Departmental Representative, or is in default in any manner under the Contract, the Departmental Representative may do such things as the Departmental Representative deems necessary to correct the Contractor's default. The Contractor shall reimburse Canada for all costs, expenses and damages, including consequential damage, incurred or sustained by Canada, by reason of the Contractor's default, or in correcting the default.

24. NON-DISCRIMINATION IN HIRING AND EMPLOYMENT OF LABOUR

- .1 For the purpose of this section, "Person" means any individual or group of individuals granted access to the premises. "Entity" means any partnership, proprietorship, firm, joint venture, consortium, corporation or association.
- .2 The Contractor shall not refuse to employ and shall not discriminate in any manner against any Person because
 - .1 of that Person's race, national origin, colour, religion, age, sex or marital status,
 - .2 of the race, national origin, colour, religion, age, sex or marital status of any person having any relationship or association with that Person, or
 - .3 a complaint has been made or information has been given by or in respect of that Person relating to an alleged failure by the Contractor to comply with paragraphs 24.2.1 and 24.2.2 above.

24. NON-DISCRIMINATION IN HIRING AND EMPLOYMENT LABOUR (contd.)

- .3 .1 The Contractor shall, within 2 working days immediately following receipt of a written complaint alleging a breach, on the premises, of subsection 24.2 above,
 - .1 cause to have issued a written direction to the Person or Persons, Entity or Entities, named by the complainant to cease all actions that form the basis of the complaint,
 - .2 forward by registered mail a copy of the complaint to the Departmental Representative, and
 - .3 forward another copy of the complaint to the labour component of the Federal Department of Human Resources Development, to the attention of the Regional Director located in Moncton, Montréal, Ottawa, Toronto, Winnipeg or Vancouver.
- 2 The Contractor shall,
 - .1 within 24 hours immediately following receipt of a direction from the Departmental Representative to do so, cause to have removed from the premises any Person or Persons, Entity or Entities whom the Departmental Representative believes is in breach of subsection 24.2 above, and
 - .2 no later than 30 days after receipt of the direction, cause to have the necessary action commenced to remedy the breach described in the direction.
- .3 If a direction is issued pursuant to paragraph 24.3.2 above, Canada may withhold from moneys that are due and payable to the Contractor or set-off pursuant to the Contract, whichever is applicable, an amount representing the sum of the costs and payment referred to in paragraphs 24.3.4 and 24.3.5 below.
- .4 If the Contractor fails to proceed in accordance with subparagraph 24.3.2.2 above, the Departmental Representative shall take the necessary action to:
 - .1 have the breach remedied and
 - .2 determine all supplementary costs incurred by Canada.
- .5 Canada may make payment directly to the complainant from moneys that are due and payable to the Contractor upon receipt from the complainant of:
 - .1 a written award issued pursuant to the *Commercial Arbitration Act*, R.S., 1985, c. C-34.6,
 - .2 a written award issued pursuant to the *Canadian Human Rights Act*, R.S., 1985, c. H-6,
 - .3 a written award issued pursuant to provincial or territorial human rights legislation, or
 - .4 a judgement issued by a court of competent jurisdiction.
- .6 If the Departmental Representative is of the opinion that the Contractor has breached any of the provisions of section 24, the Minister may take the Services out of the Contractor's hands.
- .7 The Contractor shall ensure that the provisions of this section are included in all contracts issued as a consequence of this Contract.

25. NON WAIVER

A waiver or acquiescence by the Departmental Representative of any default by the Contractor in any of its obligations under the Contract, or the choice of a remedy by the Departmental Representative as a result of any such default, shall not affect nor prejudice the rights of Canada either in respect of any future default by the Contractor in any of its obligations under the Contract, or in the choice of a remedy as a result of any such future default.

26. SUSPENSION

- .1 The Departmental Representative may suspend the Services or any part thereof by giving a written notice to the Contractor.
- .2 During the period of suspension, the Contractor shall not remove from any site any part of the Services, any materials or any plant without the consent of the Departmental Representative.
- .3 If the Services or any part thereof have been suspended by the Departmental Representative, the Contractor shall resume the performance of the Services within one week after being notified in writing to do so by the Departmental Representative.

27. TAKING THE SERVICES OUT OF THE CONTRACTOR'S HANDS

- .1 The Minister may, to the extent permitted by the laws of Canada, by written notice to the Contractor, take the whole or any part of the Services out of the Contractor's hand, if
 - .1 the Contractor becomes bankrupt or insolvent 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*,
 - .2 a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding up of the Contractor,
 - .3 the Contractor fails to perform any of its obligations under the Contract or, in the Minister's opinion, fails to make progress with respect to the performance of the Services to such an extent as to amount to a failure to perform the Contract in accordance with its terms, or
 - .4 the Minister has reasonable grounds to conclude that the Contractor has committed an offence under Section 121 (Frauds on the Government), Section 124 (Selling or Purchasing Office) or Section 418 (Selling Defective Stores to Her Majesty) of the *Criminal Code of Canada*.
- .2 If the Contractor becomes bankrupt or insolvent 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 the Departmental Representative.
- .3 If the whole or any part of the Services is taken out of the Contractor's hand pursuant to subsection 27.1 above,
 - .1 the Departmental Representative may arrange for the Services that were so taken out of the Contractor's hands to be completed, upon such terms and conditions and in such manner as the Departmental Representative considers appropriate, and the Contractor shall be liable to Canada for any excess costs incurred by Canada relating to the completion of the Services,
 - .2 the Contractor's right to any payment that is due or accruing due under the Contract is then extinguished, and Canada may withhold from the amounts that would otherwise have been due to the Contractor such sums as the Departmental Representative determines to be necessary to protect Canada against any excess costs that may be incurred for the completion of the Services as the result of the Contractor's default, and

27. TAKING THE SERVICES OUT OF THE CONTRACTOR'S HANDS (contd.)

.3 (contd.)

- .3 the Contractor shall not be relieved of any legal or contractual obligations other than the obligation to continue the execution of the Services or that part of the Services that was taken out of its hands.

28. TERMINATION OF CONTRACT

The Minister may, at any time, terminate the Contract by giving notice of termination in writing to the Contractor.

- .1 In the event of such termination, Canada shall pay the Contractor for Services satisfactorily performed up to and including the date of termination.
- .2 Canada shall also pay an additional amount to compensate the Contractor for reasonable costs and expenses, if any, that are related to the termination of the Contract and that can be substantiated by appropriate documentation.

29. NO ADDITIONAL PAYMENTS

- .1 The amount payable to the Contractor under the Contract shall not be increased nor decreased except as provided in these General Conditions.
- .2 Notwithstanding subsection 29.1 above, in the event of a change in a tax imposed under the *Excise Act*, the *Excise Tax Act*, the *Old Age Security Act*, the *Customs Act*, the *Customs Tariff* and any federal or provincial sales tax legislation, made public by the minister having authority after the date set for tender closing, the amount payable to the Contractor under the Contract shall be increased or decreased by an amount that is directly attributable to those changes and equal to the amount that is established by an examination of the relevant records of the Contractor.
- .3 For the purpose of subsection 29.2 above, when the said legislation is changed after the date set for tender closing but public notice of the change has been given by the appropriate minister of finance before that date, the change shall be deemed to have occurred before the date set for tender closing.

30. PAYMENT

- .1 Progress payments shall be made at monthly intervals not later than 30 days after the end of the monthly interval. The amount of the progress payment shall be the Total Monthly Amount shown in section 1 of the Tender and Acceptance for the first year and adjusted Total Monthly Amount according to subsection 30.2 below for the following years.
- .2 Yearly Price Adjustment: On April 1st of each year, the Total Monthly Amount shall be adjusted in the manner provided below. The first adjustment shall be made on April 1st following the first year of the Term of the Contract.

The adjustment of materials shall be made according to the index of Electrical Industrial Equipment Industries (P1752; Base 1992=100) as published by Statistics Canada.

The adjustment of labour shall be made according to the hourly Total Compensation Package regular rate published each year by the National Elevator and Escalator Association for the previous year.

The adjustment of travel expenses shall be made according to the Travel Price Index as published by Statistics Canada.

30. PAYMENT (contd.)

2 (contd.)

.1 Price Adjustment.

- .1 **Materials :** For the initial adjustment, the monthly price for materials and labour shown in section 1 of the Tender and Acceptance shall be increased or decreased by the amount obtained by multiplying 20% of the above monthly price by the percentage of change in the annual average index of the previous year.

For subsequent adjustments, the adjusted materials monthly price of the previous year shall be increased or decreased by the amount obtained by multiplying the above adjusted monthly price by the percentage of change in the annual average index of the previous year.

- .2 **Labour :** For the initial adjustment, the monthly price for materials and labour shown in section 1 of the Tender and Acceptance shall be increased or decreased by the amount obtained by multiplying 80% of the monthly price by the percentage of change in the hourly Total Compensation Package regular rate paid to the elevator mechanics in the locality where the equipment is to be maintained.

For subsequent adjustments, the adjusted labour monthly price of the previous year shall be increased or decreased by the amount obtained by multiplying the above adjusted monthly price by the percentage of change in the hourly Total Compensation Package regular rate paid to elevator mechanics in the locality where the equipment is to be maintained.

- .3 **Travel Expenses :** For the initial adjustment, the monthly travel expenses shown in section 1 of the Tender and Acceptance shall be increased or decreased by the amount obtained by multiplying the tendered travel expenses by the percentage of change in the annual average index of the previous year.

For subsequent adjustments, the adjusted monthly price of the previous year shall be increased or decreased by the amount obtained by multiplying the above adjusted monthly price by the percentage of change in the annual average index of the previous year.

- .3 **Overtime Payments :** In the event that examinations, repairs or a call-back service included in the Contract are required during overtime working hours, the Contractor shall absorb the hours worked according to the hourly Total Compensation Package regular rate and Canada shall be charged only for the difference between the hourly Total Compensation Package regular rate and the hourly Total Compensation Package overtime rate as obtained from the National Elevator and Escalator Association. In the event of additional disbursements, Canada shall pay the difference between the disbursements incurred and the disbursements included in the monthly prices, provided that such disbursements are properly substantiated. An allowance for overhead and profit in an amount of 10% of the above overtime and disbursement payments shall also be paid to the Contractor.

- .4 **Pro-Rations:** Section 2, Particular Requirements, of the Specifications may indicate, under "Pro-Ration", items which may require replacement before the end of the Contract and a percentage of wear for each of these items at the time of the award of the Contract. When these items are replaced, Canada shall pay an amount calculated by multiplying the cost of the replacement by the percentage of wear shown under "Pro-Ration". Canada shall also pay an additional amount calculated by multiplying the balance of the replacement cost by the proportion between the Term of the Contract remaining at the time the replacement is ordered and the total Term of the Contract. The Contractor shall be responsible for the remaining amount.

30. PAYMENT (contd.)

- .5 .1 Subject to verification by the Departmental Representative, the following payments shall be made not later than 30 days after the receipt of the Contractor's invoice by the Departmental Representative, for:
- .1 Elevating Devices Maintenance pursuant to section 1 of the Tender and Acceptance and subsections 30.1, 30.2 and 30.3 above,
 - .2 additional services pursuant to subsection 19.1 of these General Conditions, and
 - .3 additional costs related to the termination of the contract pursuant to subsection 28.2 of these General Conditions.
- .2 The Contractor's invoice shall be supported by sufficient detail and documentation to substantiate the amounts claimed. If additional information is requested by the Departmental Representative, within 15 days after receipt of the invoice for the purpose of verification, payment shall be made not later than 30 days after receipt of the requested information or a corrected invoice.
- .6 Notwithstanding subsections 30.1, 30.2, 30.3, 30.4 and 30.5 above,
- .1 the Contractor shall not be entitled to any payment until it has provided a certificate of insurance pursuant to section 18 of these General Conditions, and
 - .2 the Departmental Representative may request a statutory declaration as to the discharge of lawful obligations of and lawful claims against the Contractor related to payment of labour, materials, supplies, tools and equipment supplied under the Contract; should the Contractor fail to provide such statutory declaration, it shall not be entitled to payments.
 - .3 if the Services or any part thereof are suspended by the Departmental Representative, the Contractor shall not be entitled to receive payment for the suspended Services; Canada reserves the right to use, without cost, the equipment for a period not exceeding 30 days.
- .7 The Contractor's invoice shall show as separate items
- .1 the amount of the payment being claimed for services satisfactorily performed, excluding any GST or HST charges,
 - .2 the amount of the GST or HST calculated in accordance with applicable legislation, and
 - .3 the total amount, which shall be the sum of the amounts referred to in paragraphs 30.7.1 and 30.7.2 above.
- .8 Canada may decrease the amount of any payment when, in the Departmental Representative's opinion, the Contractor has failed to execute any part of the Services in accordance with the terms of the Contract. Such decrease in the payment shall constitute a decrease in the contract amount.
- .9 Without limiting any right of set-off or deduction given or implied by law, any amount payable to the Contractor under the Contract may be decreased by set-off of any amount payable to Canada by the Contractor under the Contract or any other contract between Canada and the Contractor.
- .10 .1 In the event that the Contractor fails to discharge and satisfy lawful obligations and lawful claims pursuant to paragraph 30.6.2 above, Canada may retain out of the amounts due or to become due to the Contractor the amount required to discharge and satisfy such lawful obligations and lawful claims, and may make the required payments directly to the claimants.
- .2 A payment made pursuant to paragraph 30.10.1 above is, to the extent of the payment, a discharge of Canada's liability to the Contractor under the Contract and may be deducted from any amount payable to the Contractor.

30. PAYMENT (contd.)

- .11 .1 Subject to paragraph 30.11.2 below, if Canada delays in making a payment that is due in accordance with this section, the Contractor shall be entitled to receive interest on the amount that is overdue, from the date on which the amount is overdue to the day immediately preceding the date on the cheque given for payment of the overdue amount.
- .2 Simple interest shall be paid at the Average Bank Rate plus 3% per year on any amount which is overdue. This interest shall be paid automatically except that, in respect of amounts which are less than 15 days overdue, no interest shall be paid in respect of payment made within such 15 days unless the Contractor so demands after such amounts have become due.
- .3 The "Average Bank Rate" means the simple arithmetic mean of the Bank Rate in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made. The "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which it makes advances to members of the Canadian Payments Association.
- .4 Canada shall not pay the Contractor interest on unpaid interest.

31. RECORDS TO BE KEPT

The Contractor shall, for a period of 5 years from the end of the Contractor's fiscal year in which the record was made, or until the settlement of all outstanding claims and disputes, whichever is later, maintain and keep full records of its estimates of and actual cost to the Contractor of the Services together with all proper quotations, contracts, correspondences, invoices, receipts and vouchers relating thereto, and shall make them available for copy, audit or inspection by the Minister or any person acting for or on behalf of the Minister.

32. INTERNATIONAL SANCTIONS

- .1 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at:
<http://www.dfait-maeci.gc.ca/trade/sanctions-e.asp>

- .2 It is a condition of this Contract that the Contractor not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- .3 By law, the Contractor must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract should the imposition of sanctions against a country or person or the additions of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the situation will be treated by the Parties as a force majeure. The Contractor shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

Project Name: Main Pathology Lab.
3851 Fallowfield Road, Ottawa

Specification Number: 8M25-0326-2

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1. SCOPE

The Contractor shall furnish all necessary tools, equipment, materials and labour to maintain, inspect, test, provide software updates and/or upgrades and service the elevating devices described in section 2, Particular Requirements, of the Specifications.

2. PERFORMANCE

The Contractor shall maintain the elevating devices described in section 2, Particular Requirements, of the Specifications using all reasonable care to maintain the equipment in proper and safe working conditions.

2.1 Maintenance Services

.1 The Contractor shall regularly and systematically, at the frequency specified in section 2, Particular Requirements, of the Specifications, examine, clean, adjust, calibrate and lubricate all components of the equipment. If conditions warrant, the Contractor shall repair or replace all components using only genuine replacement parts.

.2 For the purposes of the contract "Genuine Replacement Parts" means only:

- .1 parts made by the original manufacturer;
- .2 parts approved for use by the original manufacturer; or
- .3 parts approved for proposed application by the Departmental Representative in writing; the Departmental Representative reserves the right to have such replacement parts certified for their proposed application by an independent laboratory of its choice, at the expense of the Contractor, prior to granting approval.

.3 The Contractor shall:

- .1 provide lubricants, hydraulic fluids, car fluorescent ballasts starters and tubes, signal lamps, pit lamps, lamps on car top, lamps in relevant machinery spaces, all buried hydraulic equipment, cathodic protection and car subflooring and floor finishing (except carpets);
- .2 clean hoistways, pits, car tops, car ceilings, ceiling cavities, suspended ceilings and trusses.

2.2 Safety Devices and Tests

.1 The Contractor shall inspect and adjust all safety devices as often as necessary and perform all tests as required by the applicable Codes and Standards described in section 2.3 below. Where regulations require the enforcing/inspection authority to witness such tests, the Contractor shall conduct the test in their presence.

.2 The Contractor shall co-ordinate and assist the enforcing/inspection authority in the performance of their annual inspection and tests of equipment.

2.3 Safety Codes

.1 The Contractor shall conform to, but not limit work to, the edition of Codes and Standards applicable at the time of entering into the Contract as follows:

- .1 CAN/CSA-B44, Safety Code for Elevators, Escalators, Dumbwaiters, Moving Walks and Freight Platform Lifts (including all Appendices),
- .2 CAN/CSA-B355, Standard for Lifts for Persons with Physical Disabilities (including Appendix A),
- .3 National Building Code,
- .4 National Fire Code,
- .5 Provincial/Territorial Acts and Regulations and
- .6 Municipal Bylaws.

.2 Where concurrent regulations exist the most stringent set of regulations shall apply.

2.4 Operation

- .1 The Contractor shall maintain the original performance of the equipment within the limits outlined in the Codes and Standards described in section 2.3 above, including but not limited to:
 - .1 rated speed,
 - .2 acceleration,
 - .3 deceleration,
 - .4 door opening and closing times and
 - .5 safeties and governor operation.

2.5 Group Dispatching System

The Contractor shall conduct periodic tests of the group dispatching system to ensure all circuits and time settings are properly adjusted to suit building traffic requirements, in accordance with the design capabilities of the system and applicable Codes. Upon request by the Departmental Representative, the Contractor shall provide a traffic study that includes relevant statistical data.

2.6 Exclusions

- .1 The Contractor is not required to make renewals or repairs due to:
 - .1 negligent operation or misuse of equipment by others and
 - .2 causes beyond the Contractor's control except those due to ordinary wear and tear of equipment.
- .2 The Contractor is not responsible for:
 - .1 refinishing, protecting, repairing or the replacement of the car enclosure, balustrades, car and hoistway door panels, frames and sills,
 - .2 cleaning, washing, waxing and polishing of car floors and
 - .3 the performance of safety tests additional to those specified in the contract, the installation of additional parts on the equipment nor the substitution of any parts with parts of a design different from those that constituted the equipment at the time the contract was signed, regardless of whether or not these measures are recommended or directed by an insurance company or by an enforcing/inspection authority.
- .3 Further exclusions may be specified in section 2, Particular Requirements, of the Specifications.

2.7 Working Hours

The Contractor shall perform all work during the regular working hours (07:00 hours to 17:00 hours) of the regular working days (Monday to Friday excluding legal holidays), unless otherwise specified in section 2, Particular Requirements, of the Specifications.

2.8 Answering Service

The Contractor shall provide a comprehensive answering service 24 hours a day, 7 days a week.

2.9 Callback Service

The Contractor shall provide callback service between regular examinations within the response time specified in section 2, Particular Requirements, of the Specifications.

2.10 Stock of Parts for Maintenance Service

- .1 The Contractor shall maintain, in each building, an adequate stock of frequently replaced parts organized neatly in a cabinet.
- .2 The Contractor shall have available any part requiring replacement. The Contractor shall provide all parts promptly to ensure repair or replacement work is completed in an expeditious manner to minimize equipment outage time. Canada shall not assume responsibility for the safekeeping of parts stored on its premises.

2.11 Repairs

The Contractor shall immediately inform the Departmental Representative, in writing, of the need for repairs that are excluded from the contract.

2.12 Cleaning and Painting

- .1 The Contractor shall thoroughly clean and paint within one (1) year of the commencement date stipulated in paragraph 2.1.2 of the Tender and Acceptance, and every five (5) years thereafter:
 - .1 all elevator machine room equipment and
 - .2 the elevator machine room and pit floors.

2.13 Wiring Diagrams, Adjustment Procedures and Operational Descriptions

- .1 The Contractor shall prove to the satisfaction of the Departmental Representative:
 - .1 possession of complete schematic wiring diagrams,
 - .2 possession of detailed adjustment procedures and
 - .3 possession of detailed operational descriptions of all equipment included in the contract.
- .2 The Contractor shall conspicuously post in every elevator machine room framed copies of approved schematic wiring diagrams. The Contractor shall keep these diagrams up to date during the entire Term of the contract by indicating any change to circuitry. Engineer approved copy of the original and revised diagrams shall be provided to the Departmental Representative upon request. Where wiring diagrams, adjustments procedures and operational descriptions are available in electronic form, the Contractor shall update the documents in electronic form consistent with PWGSC standards and provide copies to the Departmental Representative upon request.

2.14 Reporting Requirements

- .1 The Contractor shall maintain, as a minimum, records of all maintenance activities, adjustments, verifications, tests, repairs and modifications for the duration of the contract, and provide them to the Departmental Representative upon request.
- .2 When malfunctioning elevating equipment cannot be returned to service within the same day, the Contractor shall provide, by the end of the following working day, a written report to the Departmental Representative describing the nature of the problem and the expected date of the service resumption.
- .3 The Contractor shall employ proven information collection and delivery techniques, methodologies and systems to meet PWGSC requirements.
- .4 The Contractor shall ensure that computer systems and information are protected with due regard to security, and ensure information disaster recovery and backup plans and procedures are in place.

2.15 Environmental Protection

- .1 Without restricting the generality of section 7, Applicable Laws and By-laws, of the General Conditions, the Contractor shall ensure that
 - .1 there is no contaminated waste left on site and
 - .2 disposal of all waste or volatile materials such as paints, oils, thinners, cleansers, etc. is completed through proper means and not waterways, storm or sanitary sewers.

**ELEVATING DEVICES MAINTENANCE
SPECIFICATIONS**

**Building Name and Address: Main Pathology Lab.
3851 Fallowfield Road, Ottawa**

**Equipment: Two (2) passenger elevators TSSA Installations # 23146 & 23152
One (1) freight elevators TSSA Installation # 23191**

1. **SPECIAL EXCLUSIONS: All buried hydraulic piping equipment, cathodic protection. (Ref. Maintenance Services Clause 2.1.3.1)**

2. **PRO-RATION: None**

3. **SPECIAL LABOUR: None**

4. **OTHER SPECIAL CONDITIONS: None**

5. **EXAMINATION FREQUENCY: Semi-monthly on passengers, monthly on all others.**

6. **CALLBACK SERVICE: Regular Time (07:00hrs - 17:00hrs) callback service**

7. **RESPONSE TIME: Two (2) hours from receipt of service call**

ELEVATING DEVICES MAINTENANCE

INSURER'S CERTIFICATE OF INSURANCE
To be completed by the Insurer (not the broker) and delivered to PWGSC within 30 days following acceptance of tender.

CONTRACT

Description of the Services:	Contract no.:	Award date:
Location:		

INSURER

Name:

Address:

BROKER

Name:

Address:

INSURED

Name of Contractor:

Address:

ADDITIONAL NAMED INSURED

CANADA	PWGSC Region:
Address:	

This document certifies that the following policy of insurance is at present in force covering all operations of the Insured, in connection with the Contract made between the Named Insured and Public Works and Government Services Canada.

POLICY				Limits of Liability	Deductible
Type	Number	Inception Date	Expiry Date		
Commercial General Liability					

This policy includes coverages / provisions as specified in The Insurance Coverage Requirements shown on page 2 hereof which form part of this Contract and has been endorsed to cover Canada as an Additional Named Insured.

The Insurer agrees to notify Canada and the Named Insured in writing 30 days prior to any material change in, or cancellation of any policy or coverage. The Insurer further agrees to provide the Departmental Representative in writing with the cost, nature and date of each claim within 30 days of its being received by the Insurer and to advise the Departmental Representative in writing of the final settlement thereof.

Name of Insurer's Officer or Authorized Employee:	Signature _____ Date _____
Telephone No.:	

ISSUANCE OF THIS CERTIFICATE SHALL NOT LIMIT OR RESTRICT THE RIGHT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA TO REQUEST AT ANY TIME A DUPLICATE CERTIFIED TRUE COPY OF THE SAID INSURANCE POLICY.

INSURANCE CONDITIONS

IC 1	Proof of Insurance Within thirty (30) days after acceptance of the Contractor's Tender, the Contractor shall, unless otherwise directed in writing by the Departmental Representative, deposit with the Departmental Representative the Insurer's Certificate of insurance displayed on the reverse hereof and, if requested by the Departmental Representative, the original or a certified true copy of the insurance policy maintained by the Contractor pursuant to the Insurance Coverage Requirements shown hereunder.
IC 2	Risk Management The provisions of the Insurance Coverage Requirements contained hereunder are not intended to cover all of the Contractor's obligations under section 18 of the General Conditions. Any additional risk management measures, including additional insurance coverages the Contractor may deem necessary to fulfil its obligations under section 18, shall be at its own discretion and expense.
IC 3	Payment of Deductible The payment of moneys up to the deductible amount made in satisfaction of a claim shall be borne by the Contractor.

INSURANCE COVERAGE REQUIREMENTS

Part I
General Insurance Coverages (GIC)

- GIC 1 **Insured**
The insurance policy shall insure the Contractor, and shall include Canada as an Additional Named Insured.
- GIC 2 **Period of Insurance**
Unless otherwise directed in writing by the Departmental Representative, the policy required hereunder shall be in force and be maintained from the date of the Contract award until the end of the Term of the Contract.
- GIC 3 **Proof of Insurance**
Within twenty five (25) days after acceptance of the Contractor's Tender, the Insurer shall, unless otherwise directed by the Contractor, deposit with the Contractor the Insurer's Certificate of insurance displayed on the reverse hereof, and if requested, the original or a certified true copy of the contract of insurance maintained by the Contractor pursuant these Insurance Coverages requirements.
- GIC 4 **Notification**
The insurance policy shall contain a provision that thirty (30) days prior written notice shall be given by the insurer to Canada in the event of any material change in or cancellation of coverage. Any such notice received by the Contractor shall be transmitted forthwith to Canada.

Part II
Commercial General Liability

- CGL 1 **Scope of Policy**
Commercial General Liability policy (Occurrence form) shall provide for limit of liability of not less than \$5,000,000 (inclusive for Bodily Injury and Property Damage for any one occurrence or series of occurrences arising out of one clause. Legal or defence costs incurred in respect of a claim or claims shall not operate to decrease the limit of liability.
- CGL 2 **Coverages/Provisions**
The policy shall include but not necessarily be limited to the following coverages/provisions:
- 2.1 Liability arising out of or resulting from the ownership, existence, maintenance or use of premises by the Contractor and operations necessary or incidental to the performance of this Contract.
 - 2.2 "Broad Form" Property Damage including the loss of use of property.
 - 2.3 Removal or weakening of support of any building or land whether such support be natural or otherwise.

- 2.4 Elevator liability (including escalators, hoists and similar devices).
- 2.5 Contractor's Protective Liability.
- 2.6 Contractual and Assumed Liabilities under this Contract.
- 2.7 Completed Operations Liability.
The insurance, including all aspects of this Part II of these Insurance Conditions shall continue for a period of at least one year beyond the date of the end of the Term of the Contract.
- 2.8 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 has been issued to each insured. The inclusion herein of more than one insured shall not increase the limit of the Insurer's liability.
- 2.9 Severability of Interests
The clause shall be written as follows:
Severability of Interest
This policy, subject to the limits of liability stated herein, shall apply separately to each insured in the same manner and to the same extent as if a separate policy has been issued to each. The inclusion herein of more than one insured shall not increase the limit of the Insurer's liability.

- CGL 3 **Additional Exposure**
Delete policy exclusion of property worked upon, or in the care, custody, or control of the Contractor.
- CGL 4 **Insurance Proceeds** from this Policy are usually payable directly to a Claimant/Third Party.
- CGL 5 **Deductible**
The policy shall be issued with a deductible amount of not more than \$1,000 per occurrence applying to Property Damages claims only.