



## INVITATION TO TENDER

**RETURN BIDS TO:**

**Bid Receiving / Agriculture and Agri-Food Canada**

Agriculture and Agri-Food Canada  
 Central Experimental Farm (CEF)  
 Bid Receiving (Main Entrance)  
 K.W. Neatby building  
 960 Carling Avenue  
 Ottawa, Ontario K1A 0C6

**TENDER TO:**

**Agriculture and Agri-Food Canada**

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

**Comments**

This documents contains a security requirement

Title Emergency Generator Installation, building 49	
Solicitation No. 14-1234	Date 2014-10-20
Client Reference No. MCE14 529453	
File No. 14-1186	
Solicitation Closes: Wednesday, November 12, 2014, at 02:00 PM, EST.	
F.O.B. <input type="radio"/> Plant <input checked="" type="radio"/> Destination <input type="radio"/> Other	
Address Enquiries to: Jean-Pierre Simard	
Title: Senior Contracts Officer	
Email: jean-pierre.simard@agr.gc.ca	
Telephone Number    Ext.	Fax Number
613 759-6157	
Destination Agriculture and Agri-Food Canada 960 Carling Avenue, building 22 Ottawa, Ontario K1A 0C6	

**Instructions: See Herein**

Delivery Required	Delivery Offered
Vendor / Firm Name and Address	
Telephone Number    Ext.	Fax Number
Name and title of person authorized to sign on behalf of Vendor / Firm (type or print)	
Signature _____	Date _____

**ISSUING OFFICE**

Agriculture and Agri-Food Canada  
 CEF Integrated Services  
 K.W. Neatby building  
 960 Carling Avenue  
 Ottawa, Ontario  
 K1A 0C6



## SPECIAL INSTRUCTIONS TO BIDDERS (SI)

- SI01 Bid Documents
- SI02 Enquiries during the Solicitation Period
- SI03 Non-Mandatory Site Visit
- SI04 Revision of Bid
- SI05 Bid Results
- SI06 Insufficient Funds
- SI07 Bid Validity Period
- SI08 Construction Documents
- SI09 Web Sites
- SI10 Personnel Security Requirements

### SI01 BID DOCUMENTS

- 1) The following are the bid documents:
  - (a) INVITATION TO TENDER - Page 1 form AAFC / AAC5323-E;
  - (b) SPECIAL INSTRUCTIONS TO BIDDERS form AAFC / AAC5301-E;
  - (c) GENERAL INSTRUCTIONS TO BIDDERS form AAFC / AAC5313-E;
  - (d) Clauses and Conditions identified in "CONTRACT DOCUMENTS";
  - (e) Drawings and Specifications;
  - (f) BID AND ACCEPTANCE form AAFC / AAC5320-E and any Appendices attached thereto; and,
  - (g) Any amendment issued prior to solicitation closing.

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

### SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

- 1) Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the INVITATION TO TENDER - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in G113 of the GENERAL INSTRUCTIONS TO BIDDERS, enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
- 2) To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
- 3) All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the INVITATION TO TENDER - Page 1. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a bid.

### SI03 NON-MANDATORY SITE VISIT

- 1) There will be a site visit on Monday,            November,    3            , 2014 at  
10:00  AM  PM EST.

## **SPECIAL INSTRUCTIONS TO BIDDERS (Continued)**

Interested bidders are to meet at:

CEF Ottawa  
K.W. Neatby building  
960 Carling Avenue  
Ottawa, Ontario  
K1A 0C6

### **SI04 REVISION OF BID**

- 1) A bid may be revised by letter or facsimile in accordance with GI09 of the GENERAL INSTRUCTIONS TO BIDDERS. The facsimile number for receipt of revisions is

### **SI05 BID RESULTS**

- 1) Following bid closing, bid results may be obtained from the bid receiving office by calling telephone number 613 759-6157 ext.

### **SI06 INSUFFICIENT FUNDING**

- 1) In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may:
  - (a) cancel the solicitation; or
  - (b) obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; and/or
  - (c) negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

### **SI07 BID VALIDITY PERIOD**

- 1) Canada reserves the right to seek an extension to the bid validity period prescribed in Clause 4 of the BID AND ACCEPTANCE Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
- 2) If the extension referred to in paragraph 1) of SI07 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
- 3) If the extension referred to in paragraph 1) of SI07 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either:
  - (a) continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - (b) cancel the invitation to bid.
- 4) The provisions expressed herein do not in any manner limit Canada's rights in law or under GI10 of the GENERAL INSTRUCTIONS TO BIDDERS.



## **SPECIAL INSTRUCTIONS TO BIDDERS (Continued)**

### **SI08 CONSTRUCTION DOCUMENTS**

- 1) The successful contractor will be provided with one paper copy of the sealed and signed plans, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum of one ( 1 ), will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

### **SI09 WEB SITES**

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Treasury Board Appendix L, Acceptable Bonding Companies

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appL>

Canadian economic sanctions

<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

### **SI10 PERSONNEL SECURITY REQUIREMENTS**

- 1) The successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work pursuant to the subsequent contract, must meet the following contract security requirements:
  - Personnel who are required to perform any part of the work must EACH hold a valid personnel security screening at the level of RELIABILITY STATUS, granted or approved by Agriculture and Agri-Food Canada. Until the security screening of the personnel has been completed satisfactorily by Agriculture and Agri-Food Canada, the Contractor/Subcontractor personnel MAY NOT perform contract work. Each of the proposed staff must complete "Security Clearance Form" (TBS 330-23E) upon request from Canada.



## GENERAL INSTRUCTIONS TO BIDDERS

- GI01 Completion of Bid
- GI02 Identity or Legal Capacity of the Bidder
- GI03 Applicable Taxes
- GI04 Capital Development and Redevelopment Charges
- GI05 Registry and Pre-qualification of Floating Plant
- GI06 Listing of Subcontractors and Suppliers
- GI07 Bid Security Requirements
- GI08 Submission of Bid
- GI09 Revision of Bid
- GI10 Rejection of Bid
- GI11 Bid Costs
- GI12 Compliance with Applicable Laws
- GI13 Approval of Alternative Materials
- GI14 Conflict of Interest – Unfair Advantage

### GI01 COMPLETION OF BID

- 1) The bid shall be:
  - (a) submitted on the BID AND ACCEPTANCE FORM provided by AAFC with the bid package or on a clear and legible reproduced copy of such BID AND ACCEPTANCE FORM that must be identical in content and format to the BID AND ACCEPTANCE FORM provided by AAFC;
  - (b) based on the Bid Documents listed in the Special Instructions to Bidders;
  - (c) correctly completed in all respects;
  - (d) signed, with an original signature, by a duly authorized representative of the Bidder; and
  - (e) accompanied by
    - (i) bid security as specified in GI07; and
    - (ii) any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the bid.
- 2) Subject to paragraph 6) of GI10, any alteration to the pre-printed or pre-typed sections of the Bid and Acceptance Form, or any condition or qualification placed upon the bid shall be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Bid and Acceptance Form by the Bidder shall be initialed by the person or persons signing the bid. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.
- 3) Unless otherwise noted elsewhere in the Bid Documents, facsimile copies of bids are not acceptable.

## GENERAL INSTRUCTIONS TO BIDDERS (Continued)

### GI02 IDENTITY OR LEGAL CAPACITY OF THE BIDDER

- 1) In order to confirm the authority of the person or persons signing the bid or to establish the legal capacity under which the Bidder proposes to enter into Contract, any Bidder who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of
  - (a) such signing authority; and
  - (b) the legal capacity under which it carries on business;

prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this bid on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

### GI03 APPLICABLE TAXES

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

### GI04 CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES

- 1) For the purposes of GC1.8 LAWS, PERMITS AND TAXES in the General Conditions of the Contract, only fees or charges directly related to the processing and issuing of building permits shall be included. The Bidder shall not include any monies in the bid amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

### GI05 REGISTRY AND PRE-QUALIFICATION OF FLOATING PLANT

- 1) Dredges or other floating plant to be used in the performance of the Work must be of Canadian registry. For dredges or other floating plant that are not of Canadian make or manufacture, the Bidder must obtain a certificate of qualification from Industry Canada and this certificate must accompany the bid. Plant so qualified by Industry Canada may be accepted on this project.

### GI06 LISTING OF SUBCONTRACTORS AND SUPPLIERS

- 1) Notwithstanding any list of Subcontractors that the Bidder may be required to submit as part of the bid, the Bidder shall, within 48 hours of receipt of a notice to do so, submit all information requested in the said notice including the names of Subcontractors and Suppliers for the part or parts of the Work listed. Failure to do so shall result in the disqualification of its bid.

### GI07 BID SECURITY REQUIREMENTS

- 1) The Bidder shall submit bid security with the bid in the form of a bid bond or a security deposit in an amount that is equal to not less than 10 percent of the bid amount. Applicable Taxes shall not be included when calculating the amount of any bid security that may be required. The maximum amount of bid security required with any bid is \$2,000,000.00.



## GENERAL INSTRUCTIONS TO BIDDERS (Continued)

- 2) A bid bond shall be in an approved form <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appS>, properly completed, with original signature(s) and issued by an approved company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L: [Acceptable Bonding Companies](#).
- 3) A security deposit shall be an original, properly completed, signed where required and be either:
  - (a) a bill of exchange, bank draft or money order 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
  - (b) bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada;
- 4) For the purposes of subparagraph 3) (a) of GI07
  - (a) a bill of exchange is an unconditional order in writing signed by the Bidder and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;
  - (b) if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 4.c. of GI07, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and
  - (c) An approved financial institution is:
    - (i) a corporation or institution that is a member of the Canadian Payments Association as defined in the [Canadian Payments Act](#);
    - (ii) a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";
    - (iii) a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
    - (iv) a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the [Income Tax Act](#); or
    - (v) Canada Post Corporation.
- 5) Bonds referred to in subparagraph 3)(b) of GI07 shall be provided on the basis of their market value current at the date of solicitation closing, and shall be:
  - (a) payable to bearer;
  - (b) 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
  - (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.

## GENERAL INSTRUCTIONS TO BIDDERS (Continued)

- 6) As an alternative to a security deposit an irrevocable standby letter of credit is acceptable to Canada and the amount shall be determined in the same manner as a security deposit referred to above.
- 7) An irrevocable standby letter of credit referred to in paragraph 6) of GI07 shall
  - (a) be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant) or on its own behalf,
    - (i) is to make a payment to, or to the order of, the Receiver General for Canada as the beneficiary;
    - (ii) is to accept and pay bills of exchange drawn by the Receiver General for Canada;
    - (iii) authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
    - (iv) authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
  - (b) state the face amount which may be drawn against it;
  - (c) state its expiry date;
  - (d) 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 Departmental Representative identified in the letter of credit by his/her office;
  - (e) provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
  - (f) provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600; pursuant to the ICC UCP; a credit is irrevocable even if there is no indication to that effect; and
  - (g) be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.
- 8) Bid security shall lapse or be returned as soon as practical following:
  - (a) the solicitation closing date, for those Bidders submitting non-compliant bids; and
  - (b) the administrative bid review, for those Bidders submitting compliant bids ranked fourth to last on the schedule of bids; and
  - (c) the award of contract, for those Bidders submitting the second and third ranked bids; and
  - (d) the receipt of contract security, for the successful Bidder; or
  - (e) the cancellation of the solicitation, for all Bidders.
- 9) Notwithstanding the provisions of paragraph 8) of GI07 and provided more than three compliant bids have been received, if one or more of the bids ranked third to first is withdrawn or rejected



## GENERAL INSTRUCTIONS TO BIDDERS (Continued)

for whatever reason then Canada reserves the right to hold the security of the next highest ranked compliant bid in order to retain the bid security of at least three valid and compliant bids.

### GI08 SUBMISSION OF BID

- 1) The Bid and Acceptance Form, duly completed, and the bid security shall be enclosed and sealed in an envelope provided by the Bidder, and shall be addressed and submitted to the office designated on the INVITATION TO TENDER Form for the receipt of bids. The bid must be received on or before the date and time set for solicitation closing.
- 2) Unless otherwise specified in the Special Instructions to Bidders
  - (a) the bid shall be in Canadian currency;
  - (b) exchange rate fluctuation protection is not offered; and
  - (c) any request for exchange rate fluctuation protection shall not be considered.
- 3) Prior to submitting the bid, the Bidder shall ensure that the following information is clearly printed or typed on the face of the bid envelope:
  - (a) Solicitation Number;
  - (b) Name of Bidder;
  - (c) Return address; and
  - (d) Closing Date and Time.
- 4) Timely and correct delivery of bids is the sole responsibility of the Bidder.

### GI09 REVISION OF BID

- 1) A bid submitted in accordance with these instructions may be revised by letter or facsimile provided the revision is received at the office designated for the receipt of bids, on or before the date and time set for the closing of the solicitation. The letter or facsimile shall be on the Bidder's letterhead or bear a signature that identifies the Bidder;
- 2) A revision to a bid that includes unit prices must clearly identify the changes(s) in the unit price(s) and the specific item(s) to which each change applies.
- 3) A letter or facsimile submitted to confirm an earlier revision shall be clearly identified as a confirmation.
- 4) Failure to comply with any of the above provisions shall result in the rejection of the non-compliant revision(s) only. The bid shall be evaluated based on the original bid submitted and all other compliant revision(s).

### GI10 REJECTION OF BID

- 1) Canada may accept any bid, whether it is the lowest or not, or may reject any or all bids.
- 2) Without limiting the generality of paragraph 1) of GI10, Canada may reject a bid if any of the following circumstances is present:

## GENERAL INSTRUCTIONS TO BIDDERS (Continued)

- (a) the Bidder, or any employee or subcontractor included as part of the bid, has been convicted under Section 121 ("Frauds on the government" & "Contractor subscribing to election fund"), 124 "Selling or purchasing office"), 380 ("Fraud committed against Her Majesty") or 418 ("Selling defective stores to Her Majesty") of the Criminal Code of Canada, or under paragraph 80(1)(d) ("False entry, certificate or return"), subsection 80(2) ("Fraud against Her Majesty") or Section 154.01 ("Fraud against Her Majesty") of the *Financial Administration Act*;
  - (b) the Bidder's bidding privileges are suspended or are in the process of being suspended;
  - (c) the bidding privileges of any employee or subcontractor included as part of the bid are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;
  - (d) the Bidder is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
  - (e) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
  - (f) evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
  - (g) with respect to current or prior transactions with Canada
    - (i) Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of its bid; or
    - (ii) Canada determines that the Bidder's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
- 3) In assessing the Bidder's performance on other contracts pursuant to subparagraph 2)(g)(ii) of GI10, Canada may consider, but not be limited to, such matters as:
- (a) the quality of workmanship in performing the Work;
  - (b) the timeliness of completion of the Work;
  - (c) the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
  - (d) the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
- 4) Without limiting the generality of paragraphs 1), 2) and 3) of GI10, Canada may reject any bid based on an unfavourable assessment of the:
- (a) adequacy of the bid price to permit the work to be carried out and, in the case of a bid



## GENERAL INSTRUCTIONS TO BIDDERS (Continued)

providing prices per unit or a combination of lump sum and prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;

- (b) Bidder's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
  - (c) Bidder's performance on other contracts.
- 5) Where Canada intends to reject a bid pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI10, other than subparagraph 2)(g) of IT10, the contracting authority will inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the bid rejection.
- 6) Canada may waive informalities and minor irregularities in bids received if Canada determines that the variation of the bid from the exact requirements set out in the Bid Documents can be corrected or waived without being prejudicial to other Bidders.

### GI11 BID COSTS

- 1) No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

### GI12 COMPLIANCE WITH APPLICABLE LAWS

- 1) By submission of a bid, the Bidder certifies that the Bidder has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the bid and entry into any ensuing contract for the performance of the work.
- 2) For the purpose of validating the certification in paragraph 1) of GI12, a Bidder shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the said request.
- 3) Failure to comply with the requirements of paragraph 2) of GI12 shall result in disqualification of the bid.

### GI13 APPROVAL OF ALTERNATIVE MATERIALS

- 1) When materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the bid shall be based on use of the named materials. During the solicitation period, alternative materials may be considered provided full technical data is received in writing by the Contracting Officer at least 10 calendar days prior to the solicitation closing date.

### GI14 CONFLICT OF INTEREST - UNFAIR ADVANTAGE

- 1) In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:



## GENERAL INSTRUCTIONS TO BIDDERS (Continued)

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



## MAJOR WORKS – CONTRACT DOCUMENTS

### SC01 CONTRACT DOCUMENTS

- 1) The following are the contract documents:
  - (a) Contract page when signed by Canada;
  - (b) Duly completed Bid and Acceptance Form and any Appendices attached thereto;
  - (c) Drawings and Specifications;
  - (d) Major Works - General Conditions, form AAFC / AAC5321-E:
    - (i) GC1 General Provisions
    - (ii) GC2 Administration of the Contract
    - (iii) GC3 Execution and Control of the Work
    - (iv) GC4 Protective Measures
    - (v) GC5 Terms of Payment
    - (vi) GC6 Delays and Changes in the Work
    - (vii) GC7 Default, Suspension or Termination of Contract
    - (viii) GC8 Dispute Resolution
    - (ix) GC9 Contract Security
    - (x) GC10 Insurance
  - (e) Supplementary Conditions, if any;
  - (f) Insurance Terms form AAFC / AAC5315-E;
  - (g) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - (h) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - (i) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2) The language of the contract documents shall be the language of the Bid and Acceptance Form submitted.

### SC02 ACCEPTANCE AND CONTRACT

- 1) Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents referred to in SC01 CONTRACT DOCUMENTS.



**MAJOR WORKS – GENERAL CONDITIONS**

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**MAJOR WORKS GENERAL CONDITIONS FORM AAFC 5321:**

Revision Date

GC1	GENERAL PROVISIONS	Original
GC2	ADMINISTRATION OF THE CONTRACT	Original
GC3	EXECUTION AND CONTROL OF THE WORK	Original
GC4	PROTECTIVE MEASURES	Original
GC5	TERMS OF PAYMENT	Original
GC6	DELAYS AND CHANGES IN THE WORK	Original
GC7	DEFAULT, SUSPENSION OR TERMINATION OF CONTRACT	Original
GC8	DISPUTE RESOLUTION	Original
GC9	CONTRACT SECURITY	Original
GC10	INSURANCE	Original



**GC1 GENERAL PROVISIONS**

- GC1.1 INTERPRETATION
  - GC1.1.1 Headings and References
  - GC1.1.2 Terminology
  - GC1.1.3 Application of Certain Provisions
  - GC1.1.4 Substantial Performance
  - GC1.1.5 Completion
- GC1.2 CONTRACT DOCUMENTS
  - GC1.2.1 General
  - GC1.2.2 Order of Precedence
  - GC1.2.3 Security and Protection of Documents and Work
- GC1.3 STATUS OF THE CONTRACTOR
- GC1.4 RIGHTS AND REMEDIES
- GC1.5 TIME OF THE ESSENCE
- GC1.6 INDEMNIFICATION BY THE CONTRACTOR
- GC1.7 INDEMNIFICATION BY CANADA
- GC1.8 LAWS, PERMITS AND TAXES
- GC1.9 WORKERS' COMPENSATION
- GC1.10 NATIONAL SECURITY
- GC1.11 UNSUITABLE WORKERS
- GC1.12 PUBLIC CEREMONIES AND SIGNS
- GC1.13 CONFLICT OF INTEREST
- GC1.14 AGREEMENTS AND AMENDMENTS
- GC1.15 SUCCESSION
- GC1.16 ASSIGNMENT
- GC1.17 NO BRIBE
- GC1.18 CERTIFICATION - CONTINGENCY FEES
- GC1.19 INTERNATIONAL SANCTIONS

**GC1.1 INTERPRETATION**

**GC1.1.1 Headings and References**

- 1) The headings in the contract documents, other than those in the drawings and specifications, form no part of the Contract but are inserted for convenience of reference only.
- 2) A reference made to a part of the Contract by means of numbers preceded by letters is 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.
- 3) A reference to a paragraph or subparagraph followed by an identifying number, letter or combination thereof is, unless specifically stated otherwise, a reference to the paragraph or subparagraph that forms part of the clause within which the reference is made.

**GC1.1.2 Terminology**

- 1) In the Contract

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

"Canada", "Crown", "Her Majesty" means Her Majesty the Queen in right of Canada;

"Contract" means the contract documents referred to as such therein and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the parties;

"Contract Amount" means the amount set out in the Contract to be payable to the Contractor for the Work, subject to the terms and conditions of the Contract, exclusive of Applicable Taxes;

"Contract Security" means any security given by the Contractor to Canada in accordance with the Contract;

"Contractor" means the person contracting with Canada to provide or furnish all labour, Material and Plant for the execution of the Work under the Contract, and includes the Contractor's superintendent as designated in writing to Canada.

"Certificate of Completion" means a certificate issued by Canada when the Work reaches Completion;

"Certificate of Measurement" means a certificate issued by Canada certifying the correctness of the final quantities, prices per unit and values of labour, Plant and Material performed, used and supplied by the Contractor for the construction of the part of the Work to which a Unit Price Arrangement applies;

"Certificate of Substantial Performance" means a certificate issued by Canada when the Work reaches Substantial Performance;

"Departmental Representative" means the person designated in the Contract, or by written notice to the Contractor, to act as the Departmental Representative for the purposes of the Contract, and includes a person, designated and authorized in writing by the Departmental Representative to the Contractor;

"herein", "hereby", "hereof", "hereunder" and similar expressions refer to the Contract as a whole and not to any particular section or part thereof;

"Lump Sum Arrangement" means that part of the Contract that prescribes a lump sum as payment for performance of the Work to which it relates;

"Material" includes all commodities, articles, machinery, equipment, fixtures and things required to be furnished in accordance with the Contract for incorporation into the Work;

"person" also includes, unless there is an express stipulation in the Contract to the contrary, any partnership, proprietorship, firm, joint venture, consortium or corporation;

"Plant" includes all tools, implements, machinery, vehicles, structures, equipment, articles and things that are necessary for the performance of the Contract, other than Material and those tools customarily provided by a tradesperson in practicing a trade;

"Subcontractor" means a person having a direct contract with the Contractor, subject to GC3.6 SUBCONTRACTING, to perform a part or parts of the Work, or to supply Material customized for the Work;

"Superintendent" means the employee or representative of the Contractor designated by the Contractor to act pursuant to GC2.6 SUPERINTENDENT;

"Supplementary Conditions" means the part of the Contract that amends or supplements the General Conditions;

"Supplier" means a person having a direct contract with the Contractor to supply Plant or Material not customized for the Work;

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

"Unit Price Arrangement" means that part of the Contract that prescribes the product of a price per unit of measurement multiplied by a number of units of measurement for performance of the Work to which it relates;

"Unit Price Table" means the table of prices per unit set out in the Contract;

"Work" 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 in accordance with the contract documents; and

"Working Day" means a day other than a Saturday, Sunday, or a statutory holiday that is observed by the construction industry in the area of the place of the Work.

### **GC1.1.3 Application of Certain Provisions**

- 1) Any 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 Lump Sum Arrangement applies.
- 2) Any provisions of the Contract that are expressly stipulated to be applicable only to a Lump Sum Arrangement are not applicable to any part of the Work to which a Unit Price Arrangement applies.

### **GC1.1.4 Substantial Performance**

- 1) The Work shall be considered to have reached Substantial Performance when
  - (a) the Work or a substantial part thereof has passed inspection and testing and is, in the opinion of Canada, ready for use by Canada or is being used for the intended purposes; and
  - (b) the Work is, in the opinion of Canada, capable of completion or correction at a cost of not more than
    - (i) 3 percent of the first \$500,000;
    - (ii) 2 percent of the next \$500,000; and
    - (iii) 1 percent of the balanceof the Contract Amount at the time this cost is calculated.
- 2) Where the Work or a substantial part thereof is ready for use or is being used for the purposes intended and



- (a) the remainder of the Work or a part thereof cannot be completed by the time specified in the Contract, or as amended in accordance with GC6.5 DELAYS AND EXTENSION OF TIME, for reasons beyond the control of the Contractor; or
- (b) Canada and the Contractor agree not to complete a part of the Work within the specified time;

the cost of that part of the Work that was either beyond the control of the Contractor to complete or Canada and the Contractor have agreed not to complete by the time specified, shall be deducted from the value of the Contract referred to in subparagraph 1)(b) of GC1.1.4 and the said cost shall not form part of the cost of the Work remaining to be done in determining Substantial Performance.

**GC1.1.5 Completion**

- 1) The Work shall be deemed to have reached Completion when all labour, Plant and Material required have been performed, used or supplied, and the Contractor has complied with the Contract and all orders and directions made pursuant thereto, all to the satisfaction of Canada.

**GC1.2 CONTRACT DOCUMENTS****GC1.2.1 General**

- 1) The contract documents are complementary, and what is required by any one shall be as binding as if required by all.
- 2) References in the contract documents to the singular shall be considered to include the plural as the context requires.
- 3) Nothing contained in the contract documents shall create a contractual relationship between Canada and any Subcontractor or Supplier, their subcontractors or suppliers, or their agents or employees.

**GC1.2.2 Order of Precedence**

- 1) In the event of any discrepancy or conflict in the contents of the following documents, such documents shall take precedence and govern in the following order:
  - (a) any amendment or variation of the contract documents that is made in accordance with the General Conditions;
  - (b) any amendment issued prior to tender closing;
  - (c) Supplementary Conditions;
  - (d) General Conditions;
  - (e) the duly completed Bid and Acceptance Form when accepted;
  - (f) drawings and specifications.

later dates shall govern within each of the above categories of documents.

- 2) In the event of any discrepancy or conflict in the information contained in the drawings and specifications, the following rules shall apply:
  - (a) specifications shall govern over drawings;
  - (b) dimensions shown in figures on a drawings shall govern where they differ from dimensions scaled from the same drawings; and
  - (c) drawings of larger scale govern over those of smaller scale.

**GC1.2.3 Security and Protection of Documents and Work**

- 1) The Contractor shall guard and protect contract documents, drawings, information, models and copies thereof, whether supplied by Canada or the Contractor, against loss or damage from any cause.
- 2) The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, and all information developed by the Contractor as part of the Work, and shall not disclose any such information to any person without the written permission of Canada, except that the Contractor may disclose to a subcontractor, authorized in accordance with the Contract, information necessary to the performance of a subcontract. This section does not apply to any information that
  - (a) is publicly available from a source other than the Contractor; or
  - (b) is or becomes known to the Contractor from a source other than Canada, except any source that is known to the Contractor to be under an obligation to Canada not to disclose the information.
- 3) When the Contract, the Work, or any information referred to in paragraph 2) is identified as top secret, secret, confidential, or protected by Canada, the Contractor shall, at all times, take all measures reasonably necessary for the safeguarding of the material so identified, including such measures as may be further specified elsewhere in the Contract or provided, in writing, from time to time by Canada.
- 4) Without limiting the generality of paragraphs 2) and 3) of GC1.2.3, when the Contract, the Work, or any information referred to in paragraph 2) is identified as top secret, secret, confidential or protected by Canada, Canada shall be entitled to inspect the Contractor's premises and the premises of its subcontractors or suppliers and any other person at any tier, for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any such subcontractors or suppliers comply with all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor and its subcontractors and suppliers and any other person at any tier execute and deliver declarations relating to reliability screenings, security clearances and other procedures.
- 5) The Contractor shall safeguard the Work and the Contract, the specifications, drawings and any other information provided by Canada to the Contractor, and shall be liable to Canada for any loss or damage from any causes.

**GC1.3 STATUS OF THE CONTRACTOR**

- 1) The Contractor is engaged under the Contract as an independent contractor.

- 2) The Contractor, its subcontractors and suppliers and any other person at any tier and their employees are not engaged by the Contract as employees, servants or agents of Canada.
- 3) For the purposes of the contract 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, Employment Insurance, Worker's Compensation, provincial health or insurance plans, and Income Tax.

#### **GC1.4 RIGHTS AND REMEDIES**

- 1) Except as expressly provided in the Contract, the duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

#### **GC1.5 TIME OF THE ESSENCE**

- 1) Time is of the essence of the Contract.

#### **GC1.6 INDEMNIFICATION BY THE CONTRACTOR**

- 1) The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
- 2) The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor, its subcontractors and suppliers and any other person at any tier, in performing the Work.
- 3) For the purposes of paragraph 2) of GC1.6, "activities" means any act improperly carried out, any omission to carry out an act and any delay in carrying out an act.

#### **GC1.7 INDEMNIFICATION BY CANADA**

- 1) Subject to the [Crown Liability and Proceedings Act](#), the [Patent Act](#), and any other law that affects Canada's rights, powers, privileges or obligations, Canada shall indemnify and save the Contractor harmless from and against all claims, demands, losses, costs, damage, actions, suits or proceedings arising out of the Contractor's activities under the Contract that are directly attributable to
  - (a) a lack of or a defect in Canada's title to the Work site if owned by Canada, whether real or alleged; or
  - (b) 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 for the purposes of the Contract employing a model, plan or design or any other thing related to the Work that was supplied by Canada to the Contractor.

**GC1.8 LAWS, PERMITS AND TAXES**

- 1) The Contractor shall comply with all federal, provincial and municipal laws and regulations applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning health and labour conditions and the protection of the environment, and shall require compliance therewith by all of its subcontractors and suppliers at any tier as if the Work were being performed for an owner other than Canada. The Contractor shall furnish evidence of compliance with such laws and regulations to Canada at such times as Canada may reasonably request.
- 2) Unless stipulated otherwise in the Contract, the Contractor shall obtain and maintain all permits, certificates, licences, registrations and authorizations required for the lawful performance of the Work.
- 3) Prior to the commencement of the Work at the site, the Contractor shall 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 an owner other than Canada.
- 4) Within 10 days of making a tender pursuant to paragraph 3) of GC1.8, the Contractor shall notify Canada of the amount properly tendered and whether or not the municipal authority has accepted that amount.
- 5) If the municipal authority has not accepted the amount tendered, the Contractor shall pay that amount to Canada within 6 days after the time stipulated in paragraph 4) of GC1.8.
- 6) For the purposes of this clause, "municipal authority" means any authority that would have jurisdiction respecting permission to perform the Work if the owner were not Canada.
- 7) 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 Contract.
- 8) In accordance with the Statutory Declaration referred to in paragraph 4) of GC5.5 SUBSTANTIAL PERFORMANCE OF THE WORK, a Contractor who has neither residence nor place of business in the province or territory in which work under the Contract is being performed shall provide Canada with proof of registration with the provincial sales tax authorities in the said province.
- 9) For the purpose of the payment of any Applicable Taxes or the furnishing of security for the payment of any Applicable Taxes arising from or related to the performance of the Work, and notwithstanding the provision that all Material, Plant and interest of the Contractor in all real property, licences, powers and privileges, become the property of Canada after the time of purchase in accordance with GC3.10 MATERIAL PLANT AND REAL PROPERTY BECOME PROPERTY OF CANADA, the Contractor shall be liable, as a user or consumer, for the payment or for the furnishing of security for the payment of any Applicable Taxes payable, at the time of the use or consumption of that Material, Plant or interest of the Contractor in accordance with the relevant legislation.
- 10) Federal government departments and agencies are required to pay Applicable Taxes.
- 11) Applicable Taxes will be paid by Canada as provided in the request for payment. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.



- 12) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- 13) In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Amount, the Contract Amount will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Amount if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
- 14) Tax Withholding of 15 Percent – Canada Revenue Agency  
  
Pursuant to the [Income Tax Act](#), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](#), Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

#### **GC1.9 WORKERS' COMPENSATION**

- 1) Prior to commencement of Work, at the time of Substantial Performance of the Work, and prior to issuance of the Certificate of Completion, the Contractor shall provide evidence of compliance with workers' compensation legislation applicable to the place of the Work, including payments due thereunder.
- 2) At any time during the term of the Contract, when requested by Canada, the Contractor shall provide such evidence of compliance by the Contractor, its subcontractors and any other person at any tier and any other person performing part of the Work who is required to comply with such legislation.

#### **GC1.10 NATIONAL SECURITY**

- 1) If Canada determines that the Work is of a class or kind that involves national security, Canada may order the Contractor to
  - (a) provide Canada with any information concerning persons employed or to be employed by the Contractor for purposes of the Contract; and
  - (b) remove any person from the site of the Work if, in the opinion of Canada, that person may be a risk to the national security;and the Contractor shall comply with the order.
- 2) In all contracts with persons who are to be employed in the performance of the Contract, the Contractor shall make provision for the performance of any obligation that may be imposed upon the Contractor under paragraph 1) of GC1.10.

**GC1.11 UNSUITABLE WORKERS**

- 1) Canada shall instruct the Contractor to remove from the site of the Work any person employed by the Contractor for purposes of the Contract who, in the opinion of Canada, is incompetent or is guilty of improper conduct, and the Contractor shall not permit a person who has been removed to return to the site of the Work.

**GC1.12 PUBLIC CEREMONIES AND SIGNS**

- 1) The Contractor shall not permit any public ceremony in connection with the Work without the prior consent of Canada.
- 2) The Contractor shall not erect nor permit the erection of any sign or advertising on the Work or its site without the prior consent of Canada.

**GC1.13 CONFLICT OF INTEREST**

- 1) It is a term of the Contract that no individual, for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service apply, shall derive a direct benefit from the Contract unless that individual is in compliance with the applicable post-employment provisions.

**GC1.14 AGREEMENTS AND AMENDMENTS**

- 1) The Contract constitutes the entire and sole agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in the Contract.
- 2) The failure of either party at any time to require performance by the other party of any provision hereof shall not affect the right thereafter to enforce such provision. Nor shall the waiver by either party of any breach of any covenant, term or condition hereof be taken to be held to be a waiver of any further breach of the same covenant, term or condition.
- 3) The Contract may be amended only as provided for in the Contract.

**GC1.15 SUCCESSION**

- 1) The Contract shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and, subject to GC1.16 ASSIGNMENT, permitted assigns.

**GC1.16 ASSIGNMENT**

- 1) The Contractor shall not make any assignment of the Contract, either in whole or in part, without the written consent of Canada.

**GC1.17 NO BRIBE**

- 1) The Contractor represents and covenants that no bribe, gift, benefit, nor other inducement has been nor shall be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

**GC1.18 CERTIFICATION - CONTINGENCY FEES**

- 1) In this clause
  - (a) "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government contract or negotiating the whole or any part of its terms;
  - (b) "employee" means a person with whom the Contractor has an employer/employee relationship; and
  - (c) "person" includes an individual or a group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#) R.S.C. 1985 c.44 (4th Supplement) as the same may be amended from time to time.
- 2) The Contractor certifies that it has not directly or indirectly paid nor agreed to pay and covenants that it shall not directly or indirectly pay nor agree to pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person other than an employee acting in the normal course of the employee's duties.
- 3) All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the accounts and audit provisions of the Contract.
- 4) If the Contractor certifies falsely under this section or is in default of the obligations contained therein, Canada may either take the Work out of the Contractor's hands in accordance with the provisions of the Contract or recover from the Contractor by way of reduction to the Contract Amount or otherwise, the full amount of the contingency fee.

**GC1.19 INTERNATIONAL SANCTIONS**

- 1) Persons and companies 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](#)
- 2) It is a condition of the 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 addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the Contractor may request that the Contract be terminated in accordance with GC7.3 TERMINATION OF CONTRACT.

**GC2 ADMINISTRATION OF THE CONTRACT**

- GC2.1 DEPARTMENTAL REPRESENTATIVE'S AUTHORITY
- GC2.2 INTERPRETATION OF CONTRACT
- GC2.3 NOTICES
- GC2.4 SITE MEETINGS
- GC2.5 REVIEW AND INSPECTION OF WORK
- GC2.6 SUPERINTENDENT
- GC2.7 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT OF LABOUR
- GC2.8 ACCOUNTS AND AUDITS

**GC2.1 DEPARTMENTAL REPRESENTATIVE'S AUTHORITY**

- 1) Canada shall designate a Departmental Representative and shall notify the Contractor of the name, address and telephone number of the Departmental Representative.
- 2) The Departmental Representative shall perform Canada's duties and functions under the contract.
- 3) The Departmental Representative shall be authorized to issue notices, instructions and directions to the Contractor and to accept on behalf of Canada any notice, order or other communication from the contractor relating to the Work.
- 4) The Departmental Representative shall, within a reasonable time, review and respond to submissions made by the Contractor in accordance with the requirements of the Contract.

**GC2.2 INTERPRETATION OF CONTRACT**

- 1) If, at any time before Canada has issued a Certificate of Completion, 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
  - (a) the meaning of anything in the drawings and specifications;
  - (b) the meaning to be given to the drawings and specifications in case of any error therein, omission therefrom, or obscurity or discrepancy in their wording or intention;
  - (c) 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;
  - (d) whether or not the labour, Plant or Material performed, used and supplied by the Contractor for performing the Work and carrying out the Contract are adequate to ensure that the Work shall be performed in accordance with the Contract and that the Contract shall be carried out in accordance with its terms;
  - (e) what quantity of any of the Work has been completed by the Contractor; or
  - (f) the timing and scheduling of the various phases of the performance of the Work as specified in the Contract;

the question shall be decided, subject to the provisions of GC8 DISPUTE RESOLUTION, by Canada.



- 2) The Contractor shall perform the Work in accordance with any decisions of Canada that are made under paragraph 1) of GC2.2 and in accordance with any consequential directions given by Canada.
- 3) If the Contractor fails to comply with any instruction or direction issued by Canada pursuant to the Contract, Canada may employ such methods as Canada deems advisable to do what the Contractor failed to do, and the Contractor shall, on demand, pay Canada an amount that is equal to the aggregate of all costs, expenses and damages incurred or sustained by Canada by reason of the Contractor's failure to comply with such instruction or direction, including the cost of any methods employed by Canada in doing what the Contractor failed to do.

**GC2.3 NOTICES**

- 1) Subject to paragraph 3) of GC2.3, any notice, order or other communication may be given in any manner, and if required to be in writing, shall be addressed to the party to whom it is intended at the address in the Contract or at the last address of which the sender has received written notice in accordance with this section.
- 2) Any notice, order or other communication given in writing in accordance with paragraph 1) of GC2.3 shall be deemed to have been received by either party
  - (a) if delivered personally, on the day that it was delivered;
  - (b) if forwarded by mail, on the earlier of the day it was received or the sixth day after it was mailed; and
  - (c) if forwarded by facsimile or electronic mail, 24 hours after it was transmitted.
- 3) A notice given under GC7.1 TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS, GC7.2 SUSPENSION OF WORK, and GC7.3 TERMINATION OF CONTRACT shall be given in writing and, if delivered personally, shall be delivered, if the Contractor is a sole proprietor, to the Contractor or, if the Contractor is a partnership or corporation, to an officer thereof.

**GC2.4 SITE MEETINGS**

- 1) In consultation with Canada, the Contractor shall arrange site meetings at regular intervals, with all involved parties who are to attend, in order to ensure, among other things, the proper co-ordination of the Work.

**GC2.5 REVIEW AND INSPECTION OF WORK**

- 1) Canada shall review the Work to determine if it is proceeding in conformity with the Contract and to record the necessary data to make an assessment of the value of Work completed. Canada shall measure and record the quantities of labour, Plant and Material performed, used or supplied by the Contractor in performing the Work or any part thereof that is subject to a Unit Price Arrangement and, on request, shall inform the Contractor of those measurements, and permit the Contractor to inspect any records pertaining thereto.
- 2) Canada shall reject Work or Material which in Canada's opinion does not conform to the requirements of the Contract, and shall require inspection or testing of Work, whether or not such Work is fabricated, installed, or completed. If such Work is not in accordance with the

requirements of the Contract, the Contractor shall correct the Work and shall pay Canada, on demand, all reasonable costs and expenses that were incurred by Canada in having the examination performed.

- 3) The Contractor shall provide Canada with access to the Work and its site at all times, and at all times shall provide sufficient, safe, and proper facilities for the review and inspection of the Work by persons authorized by Canada and any representatives of those authorities having jurisdiction. If parts of the Work are in preparation at locations other than the site of the Work, Canada shall be given access to such Work whenever it is in progress.
- 4) The Contractor shall furnish Canada with such information respecting the performance of the Contract as Canada may require, and render every possible assistance to enable Canada to verify that the Work is performed in accordance with the Contract, carry out any other duties and exercise any powers in accordance with the Contract.
- 5) If Work is designated for tests, inspections, or approvals in the Contract or by Canada's instructions, or by laws or ordinances of the place of the Work, the Contractor shall give Canada reasonable notice of when such Work shall be ready for review and inspection. The Contractor shall arrange for and shall give Canada reasonable notice of the date and time of inspections, tests or approvals.
- 6) If the Contractor covers, or permits to be covered, Work that has been designated for tests, inspections or approvals before such tests, inspections or approvals are made, completed or given, the Contractor shall, if so directed by Canada, uncover such Work, have the inspections, tests or approvals satisfactorily made, completed or given and make good the covering of the Work at the Contractor's expense.

**GC2.6 SUPERINTENDENT**

- 1) Prior to commencing the Work, the Contractor shall designate a Superintendent and shall notify Canada of the name, address and telephone number of the Superintendent. The Contractor shall keep the Superintendent at the Work site during working hours until the Work has reached completion.
- 2) The Superintendent shall be in full charge of the operations of the Contractor during the performance of the Work and shall be authorized to accept on behalf of the Contractor any notice, order or other communication given to the Superintendent or the Contractor relating to the Work.
- 3) Upon request of Canada, the Contractor shall remove any Superintendent who, in the opinion of Canada, is incompetent or has been guilty of improper conduct, and shall forthwith designate another Superintendent who is acceptable to Canada.
- 4) The Contractor shall not substitute a Superintendent without the written consent of Canada. If a Superintendent is substituted without such consent, Canada shall be entitled to refuse to issue any documentation or certification relating to progress payments, Substantial Performance or Completion of the Work until the Superintendent has returned to the Work site or another Superintendent who is acceptable to Canada has been substituted.

**GC2.7 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT OF LABOUR**

- 1) For the purposes of this clause, "persons" include the Contractor, its subcontractors and suppliers at any tier and their respective employees, agents, licensees or invitees and any other individual involved in the performance of the Work or granted access to the Work site.

A “person” includes any partnership, proprietorship, firm, joint venture, consortium and corporation.

- 2) Without restricting the provisions of paragraph 3) of GC2.6, SUPERINTENDENT, the Contractor shall not refuse to employ and shall not discriminate in any manner against any person because
  - (a) 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;
  - (b) 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
  - (c) 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 (a) or (b).
- 3) Within two working days immediately following receipt of a written complaint pursuant to paragraph 2) of GC2.7, the Contractor shall
  - (a) cause to have issued a written direction to the person or persons named by the complainant to cease all actions that form the basis of the complaint;
  - (b) forward a copy of the complaint to Canada by registered mail or courier service; and
  - (c) when the Labour Conditions are applicable under the circumstances of the complaint, forward a copy of the complaint to HRSDC - Labour to the attention of the appropriate Director as described in the Labour Conditions (“HRSDC - Labour” means the labour component of the federal Department of Human Resources and Social Development).
- 4) Within twenty four (24) hours immediately following receipt of a direction from Canada to do so, the Contractor shall cause to have removed from the site of the Work and from the performance of Work under the Contract, any person or persons whom Canada believes to be in breach of the provisions of paragraph 2) of GC2.7.
- 5) No later than thirty (30) days after receipt of the direction referred to in paragraph 4) of GC2.7, the Contractor shall cause the necessary action to be commenced to remedy the breach described in the direction.
- 6) If a direction is issued pursuant to paragraph 4) of GC2.7, Canada may withhold from monies that are due and payable to the Contractor or setoff pursuant to GC5.9 RIGHT OF SETOFF, whichever is applicable, an amount representing the sum of the costs and payment referred to in paragraph 8) of GC2.7.
- 7) If the Contractor fails to proceed in accordance with paragraph 5) of GC2.7, Canada shall take the necessary action to have the breach remedied, and shall determine all supplementary costs incurred by Canada as a result.
- 8) Canada may make a payment directly to the complainant from monies that are due and payable to the Contractor upon receipt from the complainant of
  - (a) a written award issued pursuant to the federal [Commercial Arbitration Act](#), R.S.C. 1985, c. 17 (2nd Supp.);

- (b) a written award issued pursuant to the Canadian Human Rights Act, R.S.C. 1985, c. H-6;
  - (c) a written award issued pursuant to provincial or territorial human rights legislation; or
  - (d) a judgement issued by a court of competent jurisdiction.
- 9) If Canada is of the opinion that the Contractor has breached any of the provisions of this clause, Canada may take the Work out of the Contractor's hands pursuant to GC7.1 TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS.
- 10) Subject to paragraph 7) of GC3.6 SUBCONTRACTING, the Contractor shall ensure that the provisions of this clause are included in all agreements and contracts entered into as a consequence of the Work.

### GC2.8 ACCOUNTS AND AUDITS

- 1) The Contractor shall, in addition to the requirements expressed in paragraph 6) of GC3.4 EXECUTION OF THE WORK, maintain full records of the Contractor's estimated and actual cost of the Work together with all tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, and shall make them available on request to audit and inspection by Canada and the Deputy Receiver General for Canada or by persons designated to act on behalf of either or both of them.
- 2) The Contractor shall allow any of the persons referred to in paragraph 1) of GC2.8 to make copies of and take extracts from any of the records and material, and shall furnish such persons or entities with any information those persons or entities may require from time to time in connection with such records and material.
- 3) The Contractor shall maintain and keep the records intact until the expiration of two years after the date that a Certificate of Completion has been issued or until the expiration of such other period of time as Canada may direct.
- 4) The Contractor shall cause all subcontractors at any tier 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 the requirements of this clause as if they were the Contractor.



**GC3 EXECUTION AND CONTROL OF THE WORK**

- GC3.1 PROGRESS SCHEDULE
- GC3.2 ERRORS AND OMISSIONS
- GC3.3 CONSTRUCTION SAFETY
- GC3.4 EXECUTION OF THE WORK
- GC3.5 MATERIAL
- GC3.6 SUBCONTRACTING
- GC3.7 CONSTRUCTION BY OTHER CONTRACTORS OR WORKERS
- GC3.8 LABOUR
- GC3.9 TRUCK HAULAGE RATES (CANCELLED)
- GC3.10 MATERIAL, PLANT AND REAL PROPERTY BECOME PROPERTY OF CANADA
- GC3.11 DEFECTIVE WORK
- GC3.12 CLEANUP OF SITE
- GC3.13 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK

**GC3.1 PROGRESS SCHEDULE**

- 1) The Contractor shall
  - (a) prepare and submit to Canada, prior to the submission of the Contractor's first progress claim, a progress schedule in accordance with the requirements set out in the Contract;
  - (b) monitor the progress of the Work relative to the schedule and update the schedule as stipulated by the contract documents;
  - (c) advise Canada of any revisions to the schedule required as the result of any extension of time for completion of the Contract that was approved by Canada; and
  - (d) prepare and submit to Canada, at the time of issuance of a Certificate of Substantial Performance, an update of any schedule clearly showing a detailed timetable that is acceptable to Canada for the completion of any unfinished Work and the correction of all listed defects.

**GC3.2 ERRORS AND OMISSIONS**

- 1) The Contractor shall report promptly to Canada any errors, discrepancies, or omissions the Contractor may discover when reviewing the contract documents. In making a review, the Contractor does not assume any responsibility to Canada for the accuracy of the review. The Contractor shall not be liable for damage or costs resulting from such errors, discrepancies, or omissions in the contract documents prepared by or on behalf of Canada that the Contractor did not discover.

**GC3.3 CONSTRUCTION SAFETY**

- 1) Subject to GC3.7 CONSTRUCTION BY OTHER CONTRACTORS OR WORKERS, the Contractor shall be solely responsible for construction safety at the place of the Work and for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. In any emergency, the Contractor shall either stop the Work, make changes or order extra work to ensure the safety of life and the protection of the Work and neighbouring property.

- 2) Prior to commencing the Work, the Contractor shall notify the authorities having jurisdiction for construction safety at the site of the Work with respect to the intended commencement of the Work, and shall provide such authority with whatever additional information may be required by that authority.

**GC3.4 EXECUTION OF THE WORK**

- 1) The Contractor shall perform, use or supply and pay for, all labour, Plant, Material, tools, construction machinery and equipment, water, heat, light, power, transportation and other facilities and services necessary for the performance of the Work in accordance with the Contract.
- 2) The Contractor shall, at all times, perform the Work in a proper, diligent and expeditious manner as is consistent with construction industry standards and in accordance with the progress schedule prepared pursuant to GC3.1 PROGRESS SCHEDULE and shall provide sufficient personnel to fulfil the Contractor's obligations in accordance with that schedule.
- 3) Subject to paragraph 4) of GC3.4, the Contractor shall have complete care, custody and control of the Work and shall direct and supervise the Work so as to ensure compliance with the Contract. The Contractor shall be responsible for construction means, methods, techniques, sequences and procedures and for co-ordinating the various parts of the Work.
- 4) When requested in writing by Canada, the Contractor shall make appropriate alterations in the method, Plant or workforce at any time Canada considers the Contractor's actions to be unsafe or damaging to either the Work, existing facilities, persons at the site of the Work or the environment.
- 5) The Contractor shall have sole responsibility for the design, erection, operation, maintenance and removal of temporary structures and other temporary facilities and for the construction methods used in their erection, operation, maintenance and removal. The Contractor shall engage and pay for registered professional engineering personnel, skilled in the appropriate discipline to perform these functions if required by law or by the Contract, and in all cases when such temporary facilities and their methods of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.
- 6) The Contractor shall keep at least one copy of current contract documents, submittals, reports, and records of meetings at the site of the Work, in good order and available to Canada.
- 7) Except for any part of the Work that is necessarily performed away from or off the site of the Work, the Contractor shall confine Plant, storage of Material, and operations of employees to limits indicated by laws, ordinances, permits or the contract documents.

**GC3.5 MATERIAL**

- 1) Unless otherwise specified in the Contract, all Material incorporated in the Work shall be new.
- 2) Subject to paragraph 3) of GC3.5, if a specified reused, refurbished, or recycled item of Material is not available, the Contractor shall apply to Canada to substitute a similar item for the one specified.
- 3) If Canada agrees that the Contractor's application for substitution of a reused, refurbished or recycled item is warranted, and that the substitute item is of acceptable quality and value to

that specified and is suitable for the intended purpose, Canada may approve the substitution, subject to the following:

- (a) the request for substitution shall be made in writing to Canada and shall be substantiated by information in the form of the manufacturer's literature, samples and other data that may be required by Canada;
- (b) the Contractor shall make the request for substitution in a manner that shall not negatively affect the progress schedule of the Contract and well in advance of the time the item of Material must be ordered;
- (c) substitution of Material shall be permitted only with the prior written approval of Canada, and any substituted items that are supplied or installed without such approval shall be removed from the site of the Work at the expense of the Contractor, and specified items installed at no additional cost to Canada; and
- (d) the Contractor shall be responsible for all additional expenses incurred by Canada, the Contractor, its subcontractors and suppliers at any tier due to the Contractor's use of the substitute.

### **GC3.6 SUBCONTRACTING**

- 1) Subject to the provisions of this clause, the Contractor may subcontract any part of the Work but not the whole of the Work.
- 2) The Contractor shall notify Canada in writing of the Contractor's intention to subcontract.
- 3) A notification referred to in paragraph 2) of GC3.6 shall identify the part of the Work and the Subcontractor with whom the Contractor intends to subcontract.
- 4) Canada may for reasonable cause, object to the intended subcontracting by notifying the Contractor in writing within six (6) days of receipt by Canada of a notification referred to in paragraph 2) of GC3.6.
- 5) If Canada objects to a subcontracting, the Contractor shall not enter into the intended subcontract.
- 6) The Contractor shall not change, nor permit to be changed, a Subcontractor engaged by the Contractor, in accordance with this clause, without the written consent of Canada.
- 7) The Contractor shall ensure that all the terms and conditions of the Contract that are of general application shall be incorporated in every other contract issued as a consequence of the Contract, at whatever tier, except those contracts issued solely to suppliers at any tier for the supply of Plant or Material.
- 8) Neither a subcontracting nor Canada's consent to a subcontracting shall be construed to relieve the Contractor from any obligation under the Contract or to impose any liability upon Canada.

### **GC3.7 CONSTRUCTION BY OTHER CONTRACTORS OR WORKERS**

- 1) Canada reserves the right to send other contractors or workers, with or without Plant and Material, onto the site of the Work.

- 2) When other contractors or workers are sent on to the site of the Work, Canada shall
  - (a) enter into separate contracts, to the extent it is possible, with the other contractors under conditions of contract that are compatible with the conditions of the Contract;
  - (b) ensure that the insurance coverage provided by the other contractors is co-ordinated with the insurance coverage of the Contractor as it affects the Work; and
  - (c) take all reasonable precautions to avoid labour disputes or other disputes arising from the work of the other contractors or workers.
- 3) When other contractors or workers are sent on to the site of the Work, the Contractor shall
  - (a) co-operate with them in the carrying out of their duties and obligations;
  - (b) co-ordinate and schedule the Work with the work of the other contractors and workers;
  - (c) participate with other contractors and workers in reviewing their construction schedules when directed to do so;
  - (d) where part of the Work is affected by or depends upon the work of other contractors or workers for its proper execution, promptly report to Canada in writing and prior to proceeding with that part of the Work, any apparent deficiencies in such work. Failure by the Contractor to so report shall invalidate any claims against Canada by reason of the deficiencies in the work of other contractors or workers except those deficiencies that are not then reasonably discoverable; and
  - (e) when designated as being responsible for construction safety at the place of work in accordance with the applicable provincial or territorial laws, carry out its duties in that role and in accordance with those laws.
- 4) If, when entering into the Contract, the Contractor could not have reasonably foreseen nor anticipated the sending of other contractors or workers on to the site of the Work and provided the Contractor
  - (a) incurs extra expense in complying with the requirements of paragraph 3) of GC3.7; and
  - (b) gives Canada written notice of a claim for that extra expense within thirty (30) days of the date that the other contractors or workers were sent onto the Work or its site;

Canada shall pay the Contractor the cost of the extra labour, Plant and Material that was necessarily incurred, calculated in accordance with GC6.4 DETERMINATION OF PRICE.

### **GC3.8 LABOUR**

- 1) To the extent to which they are available, consistent with proper economy and the expeditious carrying out of the Work, the Contractor shall, in the performance of the Work, employ a reasonable number of persons who have been on active service with the Armed Forces of Canada and have been honourably discharged therefrom.



- 2) The Contractor shall maintain good order and discipline among the Contractor's employees and workers engaged in the Work and shall not employ on the site of the Work anyone not skilled in the tasks assigned.

**GC3.9 TRUCK HAULAGE RATES**

CANCELLED

**GC3.10 MATERIAL, PLANT AND REAL PROPERTY BECOME PROPERTY OF CANADA**

- 1) Subject to paragraph 9) of GC1.8 LAWS PERMITS AND TAXES, all Material and Plant and the interest of the Contractor in all real property, licences, powers and privileges purchased, used or consumed by the Contractor for the Work shall, immediately after the time of their purchase, use or consumption be the property of Canada for the purposes of the Work and they shall continue to be the property of Canada
  - (a) in the case of Material, until Canada indicates that the Materials shall not be required for the Work; and
  - (b) in the case of Plant, real property, licences, powers and privileges, until Canada indicates that the interest vested in Canada therein is no longer required for the purposes of the Work.
- 2) Material or Plant, that is the property of Canada by virtue of paragraph 1) of GC3.10, shall not be taken away from the site of the Work nor used nor disposed of except for the purposes of the Work without the written consent of Canada.
- 3) Canada is not liable for loss of nor damage from any cause to the Material or Plant referred to in paragraph 1) of GC3.10, and the Contractor is liable for such loss or damage notwithstanding that the Material or Plant is the property of Canada.

**GC3.11 DEFECTIVE WORK**

- 1) The Contractor shall promptly remove from the site of the Work and replace or re-execute defective Work whether or not the defective Work has been incorporated in the Work and whether or not the defect is the result of poor workmanship, use of defective Material, or damage through carelessness or other act or omission of the Contractor.
- 2) The Contractor, at the Contractor's expense, shall promptly make good other work destroyed or damaged by such removals or replacements.
- 3) If, in the opinion of Canada, it is not expedient to correct defective Work or Work not performed as provided for in the Contract documents, Canada may deduct from the amount otherwise due to the Contractor the difference in value between the Work as performed and that called for by the contract documents.
- 4) The failure of Canada to reject any defective Work or Material shall not constitute acceptance of the defective Work or Material.

**GC3.12 CLEANUP OF SITE**

- 1) The Contractor shall maintain the Work and its site in a tidy condition and free from an accumulation of waste material and debris.
- 2) Before the issue of a Certificate of Substantial Performance, the Contractor shall remove waste material and debris, and all Plant and Material not required for the performance of the remaining Work and, unless otherwise stipulated in the Contract Documents, shall cause the Work and its site to be clean and suitable for occupancy by Canada.
- 3) Before the issue of a Certificate of Completion, the Contractor shall remove all surplus Plant and Materials and any waste products and debris from the site of the Work.
- 4) The Contractor's obligations described in paragraphs 1) to 3) of GC3.12 do not extend to waste products and other debris caused by Canada's servants, or by other contractors and workers referred to in GC3.7 CONSTRUCTION BY OTHER CONTRACTORS OR WORKERS.

**GC3.13 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK**

- 1) Without restricting any warranty or guarantee implied or imposed by law or contained in the Contract, the Contractor shall, at the Contractor's expense
  - (a) rectify and make good any defect or fault that appears in the Work or comes to the attention of Canada with respect to those parts of the Work accepted in connection with the Certificate of Substantial Performance within 12 months from the date of Substantial Performance; and
  - (b) rectify and make good any defect or fault that appears in or comes to the attention of Canada in connection with those parts of the Work described in the Certificate of Substantial Performance within 12 months from the date of the Certificate of Completion.
  - (c) transfer and assign, to Canada, any subcontractor, manufacturer or supplier extended warranties or guarantees implied or imposed by law or contained in the Contract covering periods beyond the 12 months stipulated above. Extended warranties or guarantees referred to herein shall not extend the 12-month period whereby the Contractor, except as may be provided elsewhere in the Contract, must rectify and make good any defect or fault that appears in the Work or comes to the attention of Canada.
  - (d) provide, to Canada prior to the issuance of the Certificate of Completion, a list of all extended warranties and guarantees referred to in paragraph (c) above.
- 2) Canada may direct the Contractor to rectify and make good any defect or fault referred to in paragraph 1) of GC3.13 or covered by any other expressed or implied warranty or guarantee and the Contractor shall rectify and make good such defect within the time stipulated in the direction.
- 3) A direction referred to in paragraph 2) GC3.13 shall be in writing and shall be given to the Contractor in accordance with GC2.3 NOTICES.

**GC4 PROTECTIVE MEASURES**

GC4.1 PROTECTION OF WORK AND PROPERTY

GC4.2 PRECAUTIONS AGAINST DAMAGE, INFRINGEMENT OF RIGHTS, FIRE AND OTHER HAZARDS

GC4.3 MATERIAL, PLANT AND REAL PROPERTY SUPPLIED BY CANADA

GC4.4 CONTAMINATED SITE CONDITIONS

**GC4.1 PROTECTION OF WORK AND PROPERTY**

- 1) The Contractor shall protect the Work and its site against loss or damage from any cause and shall similarly protect all Material, Plant and real property under the Contractor's care, custody and control whether or not such Material, Plant and real property are supplied by Canada to the Contractor.
- 2) The Contractor shall provide all facilities necessary for the purpose of maintaining security, and shall assist any person authorized by Canada to inspect or to take security measures in respect of the Work and its site.
- 3) Canada may direct the Contractor to do such things and to perform such work as Canada considers reasonable and necessary to ensure compliance with or to remedy a breach of paragraphs 1) or 2) of GC4.1, and the Contractor, shall comply with such direction.

**GC4.2 PRECAUTIONS AGAINST DAMAGE, INFRINGEMENT OF RIGHTS, FIRE AND OTHER HAZARDS**

- 1) The Contractor shall do whatever is necessary to ensure that
  - (a) no person, property, right, easement nor privilege is injured, damaged or infringed upon by reasons of the Contractor's activities in performing the Work;
  - (b) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted nor endangered by the performance or existence of the Work, Material or Plant;
  - (c) fire hazards in or about the site of the Work are eliminated and any fire is promptly extinguished;
  - (d) the health and safety of all persons employed in the performance of the Work is not endangered by the methods nor means of their performance;
  - (e) adequate medical services are available to all persons employed on the Work or its site at all times during the performance of the Work;
  - (f) adequate sanitation measures are taken in respect of the Work and its site; and
  - (g) all stakes, buoys and marks placed on the Work or its site by Canada are protected and are not removed, defaced, altered nor destroyed.
- 2) Canada may direct the Contractor to do such things and to perform such work as Canada considers reasonable and necessary to ensure compliance with or to remedy a breach of paragraph 1) of GC4.2, and the Contractor shall comply with the direction of Canada.

**GC4.3 MATERIAL, PLANT AND REAL PROPERTY SUPPLIED BY CANADA**

- 1) Subject to paragraph 2) of GC4.3, the Contractor is liable to Canada 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 Canada for use in connection with the Contract, whether or not that loss or damage is attributable to causes beyond the Contractor's control.
- 2) The Contractor is not liable to Canada for any loss or damage to Material, Plant or real property referred to in paragraph 1) of GC4.3 if that loss or damage results from and is directly attributable to reasonable wear and tear.
- 3) The Contractor shall not use any Material, Plant or real property supplied by Canada except for the purpose of performing the Contract.
- 4) When the Contractor fails to make good any loss or damage for which the Contractor is liable under paragraph 1) within a reasonable time, Canada may cause the loss or damage to be made good at the Contractor's expense, and the Contractor shall thereupon be liable to Canada for the cost thereof and shall, on demand, pay to Canada an amount equal to that cost.
- 5) The Contractor shall keep records of all Material, Plant and real property supplied by Canada as Canada requires and shall satisfy Canada, when requested, that such Material, Plant and real property are at the place and in the condition in which they ought to be.

**GC4.4 CONTAMINATED SITE CONDITIONS**

- 1) For the purposes of GC4.4, a contaminated site condition exists when a solid, liquid, gaseous, thermal or radioactive irritant or contaminant, or other hazardous or toxic substance or material, including moulds and other forms of fungi, is present at the site of the Work to an extent that constitutes a hazard, or potential hazard, to the environment, property, or the health or safety of any person.
- 2) If the Contractor encounters a contaminated site condition of which the Contractor is not aware or about which the Contractor has not been advised, or if the Contractor has reasonable grounds to believe that such a site condition exists at the site of the Work, the Contractor shall
  - (a) take all reasonable steps, including stopping the Work, to ensure that no person suffers injury, sickness or death, and that neither property nor the environment is injured or destroyed as a result of the contaminated site condition;
  - (b) immediately notify Canada of the circumstances in writing; and
  - (c) take all reasonable steps to minimize additional costs that may accrue as a result of any work stoppage.
- 3) Upon receipt of a notification from the Contractor, Canada shall promptly determine whether a contaminated site condition exists, and shall notify the Contractor in writing of any action to be taken, or work to be performed, by the Contractor as a result of Canada's determination.
- 4) If the Contractor's services are required by Canada, the Contractor shall follow the direction of Canada with regard to any excavation, treatment, removal and disposal of any polluting substance or material.



- 5) Canada, at Canada's sole discretion, may enlist the services of experts and specialty contractors to assist in determining the existence of, and the extent and treatment of contaminated site conditions, and the Contractor shall allow them access and co-operate with them in the carrying out of their duties and obligations.
- 6) Except as may be otherwise provided for in the Contract, the provisions of GC6.4 DETERMINATION OF PRICE shall apply to any additional work made necessary because of a contaminated site condition.

**GC5 TERMS OF PAYMENT**

- GC5.1 INTERPRETATION
- GC5.2 AMOUNT PAYABLE
- GC5.3 INCREASED OR DECREASED COSTS
- GC5.4 PROGRESS PAYMENT
- GC5.5 SUBSTANTIAL PERFORMANCE OF THE WORK
- GC5.6 FINAL COMPLETION
- GC5.7 PAYMENT NOT BINDING ON CANADA
- GC5.8 CLAIMS AND OBLIGATIONS
- GC5.9 RIGHT OF SETOFF
- GC5.10 ASSESSMENTS AND DAMAGES FOR LATE COMPLETION
- GC5.11 DELAY IN MAKING PAYMENT
- GC5.12 INTEREST ON SETTLED CLAIMS
- GC5.13 RETURN OF SECURITY DEPOSIT

**GC5.1 INTERPRETATION**

In these Terms of Payment

- 1) The "payment period" means a period of 30 consecutive days or such other longer period as may be agreed between the Contractor and Canada.
- 2) An amount is "due and payable" when it is due and payable by Canada to the Contractor according to GC5.4 PROGRESS PAYMENT, GC5.5 SUBSTANTIAL PERFORMANCE OF THE WORK or GC5.6 FINAL COMPLETION.
- 3) An amount is "overdue" when it remains unpaid on the first day following the day upon which it is due and payable.
- 4) The "date of payment" means the date of the negotiable instrument of an amount due and payable by the Receiver General for Canada.
- 5) The "Bank Rate" means the rate of interest established by the Bank of Canada as the minimum rate at which it makes short term advances to members of the Canadian Payments Association.
- 6) The "Average Bank Rate" means the simple arithmetic mean of the Bank Rate in effect at 4:00 p.m. Eastern Time each day during the calendar month which immediately precedes the calendar month in which payment is made.

**GC5.2 AMOUNT PAYABLE**

- 1) Subject to any other provisions of the Contract, Canada shall pay the Contractor, at the times and in the manner hereinafter set out, the amount by which the amounts payable by Canada to the Contractor in accordance with the Contract exceed the amounts payable by the Contractor to Canada, and the Contractor shall accept that amount as payment in full satisfaction for everything furnished and done by the Contractor in respect of the Work to which the payment relates.
- 2) When making any payment to the Contractor, the failure of Canada to deduct an amount payable to Canada by the Contractor 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.

- 3) Should any payment be made by Canada in excess of what is owed to the Contractor for the actual work performed, the Contractor will reimburse Canada the excess immediately, with or without demand, and any amounts outstanding shall bear simple interest at the Average Bank rate plus 3 percent per annum from the date of overpayment until the day prior to the date of repayment by the Contractor.
- 4) No payment other than a payment that is expressly stipulated in the Contract shall be made by Canada to the Contractor for any extra expense or any loss or damage incurred or sustained by the Contractor.

### **GC5.3 INCREASED OR DECREASED COSTS**

- 1) The Contract Amount shall not be increased nor 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, Material or any wage adjustment arising pursuant to the Labour Conditions.
- 2) Notwithstanding paragraph 1) of GC5.3, if any change, including a new imposition or repeal, of any tax, customs or other duty, charge, or any similar imposition that is imposed under sales, customs or excise tax legislation of the Government of Canada or any Provincial or Territorial legislation, affects the cost of the Work to the Contractor, and occurs
  - (a) after the date of submission by the Contractor of its bid; or
  - (b) after the date of submission of the last revision, if the Contractor's bid was revised;the Contract Amount shall be adjusted in the manner provided in paragraph 3) of GC5.3.
- 3) If a change referred to in paragraph 2) of GC5.3 occurs, the Contract Amount shall be increased or decreased by an amount established by an examination by Canada of the relevant records of the Contractor referred to in GC2.8 ACCOUNTS AND AUDITS to be the increase or decrease in the cost incurred by the Contractor that is directly attributable to that change.
- 4) For the purpose of paragraph 2) of GC5.3, if a tax is changed after the solicitation closing, but public notice of the change has been given by the Minister of Finance or the corresponding Provincial or Territorial authority before that closing, the change shall be deemed to have occurred before the solicitation closing.
- 5) Notwithstanding paragraphs 2) to 4) of GC5.3, no adjustment to the Contract Amount in respect of the Work or a part thereof shall be made for a change in any imposition referred to in this section that occurs after the date required by the Contract for completion of the Work or that part of the Work.

### **GC5.4 PROGRESS PAYMENT**

- 1) On the expiration of a payment period, the Contractor shall deliver to Canada
  - (a) a written progress claim in a form acceptable to Canada 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, and
  - (b) a completed and signed statutory declaration containing a declaration that, up to the date of the progress claim, the Contractor has complied with all lawful obligations with

respect to the Labour Conditions and that, in respect of the Work, all lawful obligations of the Contractor to its Subcontractors and Suppliers, referred to collectively in the declaration as “subcontractors and suppliers”, have been fully discharged.

- 2) Within 10 days of receipt of a progress claim and statutory declaration from the Contractor, Canada shall inspect, or cause to have inspected, the part of the Work and the Material described in the progress claim, and shall issue a progress report 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 Canada
  - (a) is in accordance with the Contract; and
  - (b) was not included in any other progress report relating to the Contract.
- 3) Subject to GC5.2 AMOUNT PAYABLE, and paragraph 5) of GC5.4, Canada shall pay the Contractor an amount that is equal to
  - (a) 95 percent of the value that is indicated in Canada's progress report if a labour and material payment bond has been furnished by the Contractor; or
  - (b) 90 percent of the value that is indicated in Canada's progress report if a labour and material payment bond has not been furnished by the Contractor.
- 4) Canada shall pay the amount referred to in paragraph 3) of GC5.4 not later than
  - (a) 30 days after receipt by Canada of both a progress claim and a statutory declaration referred to in paragraph 1) of GC5.4; or
  - (b) 15 days after receipt by Canada of the Contractor's progress schedule or updated progress schedule, in accordance with GC3.1 PROGRESS SCHEDULE,whichever is later.
- 5) In the case of the Contractor's first progress claim, it is a condition precedent to Canada's obligation under paragraph 3) of GC5.4 that the Contractor has provided all necessary documentation required by the Contract for the first progress claim.

#### **GC5.5 SUBSTANTIAL PERFORMANCE OF THE WORK**

- 1) If, at any time before the issuance of a Certificate of Completion, Canada determines that the Work has reached Substantial Performance as described in subparagraph 1) (b) of GC1.1.4 SUBSTANTIAL PERFORMANCE, Canada shall issue a Certificate of Substantial Performance to the Contractor. The Certificate of Substantial Performance shall state or describe
  - (a) the date of Substantial Performance;
  - (b) the parts of the Work not completed to the satisfaction of Canada; and
  - (c) all things that must be done by the Contractor before a Certificate of Completion is issued and before the 12-month warranty period referred to in GC3.13 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK commences for the said parts and all the said things.

- 2) The issuance of a Certificate of Substantial Performance does not relieve the Contractor from the Contractor's obligations under GC3.11 DEFECTIVE WORK.
- 3) Subject to GC5.2 AMOUNT PAYABLE and paragraph 4) of GC5.5, Canada shall pay the Contractor the amount referred to in paragraph 1) of GC5.2 AMOUNT PAYABLE, less the aggregate of
  - (a) the sum of all payments that were made pursuant to GC5.4 PROGRESS PAYMENT;
  - (b) an amount that is equal to Canada's estimate of the cost to Canada of rectifying defects described in the Certificate of Substantial Performance; and
  - (c) an amount that is equal to Canada's estimate of the cost to Canada of completing the parts of the Work described in the Certificate of Substantial Performance other than defects listed therein.
- 4) Canada shall pay the amount referred to in paragraph 3) of GC5.5 not later than
  - (a) 30 days after the date of issue of a Certificate of Substantial Performance, or
  - (b) 15 days after the Contractor has delivered to Canada
    - (i) a statutory declaration containing a declaration by the Contractor that up to the date of the Certificate of Substantial Performance, the Contractor has complied with all lawful obligations with respect to the Labour Conditions, discharged all its lawful obligations to its Subcontractors and Suppliers in respect of the work under the Contract, and discharged its lawful obligations referred to in GC1.8 LAWS, PERMITS AND TAXES;
    - (ii) evidence of compliance with workers' compensation legislation in accordance with GC1.9 WORKERS' COMPENSATION; and
    - (iii) an update of the progress schedule in accordance with the requirements of GC3.1 PROGRESS SCHEDULE;

whichever is later.

#### **GC5.6 FINAL COMPLETION**

- 1) When Canada is of the opinion that the Contractor has complied with the Contract and all orders and directions made pursuant thereto, and that the Work has been completed as described in GC1.1.5 COMPLETION, Canada shall issue a Certificate of Completion to the Contractor and, if the Work or a portion of the Work is subject to a Unit Price Arrangement, Canada shall issue a Certificate of Measurement that shall, subject to GC8, be binding upon and conclusive between Canada and the Contractor as to the quantities referred to therein.
- 2) Subject to GC5.2 AMOUNT PAYABLE and paragraph 3) of GC5.6, Canada shall pay the Contractor the amount referred to in GC5.2 AMOUNT PAYABLE, less the aggregate of the sum of all payments that were made pursuant to GC5.4 PROGRESS PAYMENT and GC5.5 SUBSTANTIAL PERFORMANCE OF WORK.
- 3) Canada shall pay the amount referred to in paragraph 2) of GC5.6 not later than
  - (a) 60 days after the date of issue of a Certificate of Completion; or



- (b) 15 days after the Contractor has delivered to Canada
  - (i) a statutory declaration which contains a declaration 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; and
  - (ii) evidence of compliance with workers' compensation legislation in accordance with GC1.9 WORKERS' COMPENSATION;

whichever is later.

#### **GC5.7 PAYMENT NOT BINDING ON CANADA**

- 1) Neither acceptance of a progress claim or progress report, nor any payment made by Canada under the Contract, nor partial or entire use or occupancy of the Work by Canada shall constitute an acceptance by Canada of any portion of the Work or Material that is not in accordance with the requirements of the Contract.

#### **GC5.8 CLAIMS AND OBLIGATIONS**

- 1) The Contractor shall discharge all the Contractor's lawful obligations and shall satisfy all lawful claims against the Contractor arising out of the performance of the Work at least as often as the Contract requires Canada to pay the Contractor.
- 2) Whenever requested to do so by Canada, the Contractor shall make a statutory declaration declaring to the existence and condition of any obligations and claims against the Contractor arising out of the performance of the Work.
- 3) In order to discharge lawful obligations of and satisfy lawful claims against the Contractor or its Subcontractors arising out of the performance of the Contract, Canada may pay an amount that is due and payable to the Contractor directly to the claimant. Such payment 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 under the Contract.
- 4) For the purposes of paragraph 3) of GC5.8, and subject to paragraph 6) of GC5.8, a claim or obligation shall be considered lawful when it is so determined by
  - (a) a court of legal jurisdiction;
  - (b) an arbitrator duly appointed to arbitrate the claim; or
  - (c) the written consent of the Contractor authorizing payment of the claim or obligation.
- 5) If a claim or obligation would have been subject to the provisions of Provincial or Territorial lien legislation or, in the Province of Quebec, the law relating to legal hypothecs had the Contractor been performing the Work for an entity other than Canada
  - (a) such amount as may be paid by Canada pursuant to paragraphs 3) and 4) of GC5.8 shall not exceed the amount that the Contractor would have been obliged to pay had the provisions of such legislation or law been applicable to the Work;

- (b) a 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 the claimant might have had; and
  - (c) for the purposes of determining the entitlement of a claimant, the notice required by paragraph 8) of GC5.8 shall be deemed to replace the registration or provision 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 such legislation.
- 6) The Contractor shall, at the request of any claimant, submit to binding arbitration those questions that need to be answered to establish the entitlement of the claimant to payment. The arbitration shall have as parties to it any Subcontractor or Supplier to whom the claimant supplied Material, performed work or rented equipment should such Subcontractor or Supplier wish to be adjoined, and Canada shall not be a party to such arbitration. Subject to any agreement between the Contractor and the claimant, the arbitration shall be conducted in accordance with the governing Provincial or Territorial legislation applicable to the site of the Work.
- 7) Paragraph 3) of GC5.8 shall apply only to claims and obligations
- (a) the notification of which has set forth the amount claimed to be owing and the person who by contract is primarily liable and has been received by Canada in writing before final payment is made to the Contractor pursuant to GC5.6 FINAL COMPLETION, and within 120 days of the date on which the claimant
    - (i) should have been paid in full under the claimant's contract with the Contractor, its Subcontractor or Supplier if the claim is for money that was lawfully required to be held back from the claimant; or
    - (ii) 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 its Subcontractor or Supplier where the claim is for money not lawfully required to be held back from the claimant; and
  - (b) the proceedings to determine the right to payment of which, pursuant to paragraph 5) of GC5.8, shall have commenced within one year from the date that the notification required by subparagraph 7)(a) of GC5.8 was received by Canada.
- 8) Upon receipt of a notice of claim, Canada may withhold, 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.
- 9) Canada shall notify the Contractor in writing in a timely manner of receipt of any claim and of the intention of Canada to withhold funds. At any time thereafter and until payment is made to the claimant, the Contractor may be entitled to post, with Canada, security in a form acceptable to Canada in an amount equal to the value of the claim, and upon receipt of such security Canada shall release to the Contractor any funds that would be otherwise payable to the Contractor, that were withheld pursuant to the provisions of this clause in respect of the claim of any claimant for whom the security stands.

**GC5.9 RIGHT OF SETOFF**

- 1) Without limiting any right of setoff or deduction given or implied by law or elsewhere in the Contract, Canada may set off any amount payable to Canada by the Contractor under the

Contract, or under any current contract, against any amount payable to the Contractor under the Contract.

- 2) For the purposes of paragraph 1) of GC5.9, "current contract" means a contract between Canada and the Contractor
  - (a) under which the Contractor has an undischarged obligation to perform or supply work, labour or material; or
  - (b) in respect of which Canada has, since the date of the Contract, exercised any right to take the work that is the subject of that contract out of the Contractor's hands.

#### **GC5.10 ASSESSMENTS AND DAMAGES FOR LATE COMPLETION**

- 1) For the purposes of this clause
  - (a) the Work shall be deemed to be completed on the date of the Certificate of Completion; and
  - (b) the "period of delay" means the number of days commencing on the day fixed 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 GC6.5 DELAYS AND EXTENSION OF TIME and any other day on which, in the opinion of Canada, completion of the Work was delayed for reasons beyond the control of the Contractor.
- 2) If the Contractor does not complete the Work by the day fixed for its completion but completes it thereafter, the Contractor shall pay Canada an amount equal to the aggregate of
  - (a) all salaries, wages and travelling expenses incurred by Canada in respect of persons overseeing the performance of the Work during the period of delay;
  - (b) the cost incurred by Canada as a result of the inability to use the completed Work for the period of delay; and
  - (c) all other expenses and damages incurred or sustained by Canada during the period of delay as a result of the Work not being completed by the day fixed for its completion.
- 3) Canada may waive the right of Canada to the whole or any part of the amount payable by the Contractor pursuant to paragraph 2) of GC5.10 if, in the opinion of Canada, it is in the public interest to do so.

#### **GC5.11 DELAY IN MAKING PAYMENT**

- 1) Notwithstanding GC1.5 TIME OF THE ESSENCE, any delay by Canada in making any payment when it is due pursuant to GC5 TERMS OF PAYMENT, shall not be a breach of the Contract by Canada.
- 2) Subject to paragraph 3) of GC5.11, Canada shall pay to the Contractor simple interest at the Average Bank Rate plus 3 percent per annum on any amount that is overdue pursuant to paragraph 3) of GC5.1 INTERPRETATION, and the interest shall apply from and include the day such amount became overdue until the day prior to the date of payment.

- 3) Interest shall be paid without demand by the Contractor except that
  - (a) in respect of amounts that 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 and payable; and
  - (b) interest shall not be payable or paid on overdue advance payments, if any.

**GC5.12 INTEREST ON SETTLED CLAIMS**

- 1) For the purposes of this clause, a claim means a disputed amount subject to negotiation between Canada and the Contractor under the Contract.
- 2) A claim is deemed to have been settled when an agreement in writing is signed by Canada and the Contractor setting out the amount of the claim to be paid by Canada and the items of work for which the said amount is to be paid.
- 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.
- 4) Canada shall pay to the Contractor simple interest on the amount of a settled claim at the Average Bank Rate plus 3 percent per annum from the date the settled claim was deemed to be outstanding until the day prior to the date of payment.

**GC5.13 RETURN OF SECURITY DEPOSIT**

- 1) After a Certificate of Substantial Performance has been issued, and if the Contractor is not in breach of nor in default under the Contract, Canada shall return to the Contractor all or any part of a Security Deposit that, in the opinion of Canada, is not required for the purposes of the Contract.
- 2) After a Certificate of Completion has been issued, Canada shall return to the Contractor the remainder of any security deposit unless the Contract stipulates otherwise.
- 3) If the security deposit was paid into the Consolidated Revenue Fund of Canada, Canada shall pay interest thereon to the Contractor at a rate established pursuant to section 21(2) of the [\*Financial Administration Act \(FAA\)\*](#).

**GC6 DELAYS AND CHANGES IN THE WORK**

- GC6.1 CHANGES IN THE WORK
- GC6.2 CHANGES IN SUBSURFACE CONDITIONS
- GC6.3 HUMAN REMAINS, ARCHAEOLOGICAL REMAINS AND ITEMS OF HISTORICAL OR SCIENTIFIC INTEREST
- GC6.4 DETERMINATION OF PRICE
  - GC6.4.1 Price Determination Prior to Undertaking Changes
  - GC6.4.2 Price Determination Following Completion of Changes
  - GC6.4.3 Price Determination - Variations in Tendered Quantities
- GC6.5 DELAYS AND EXTENSION OF TIME

**GC6.1 CHANGES IN THE WORK**

- 1) At any time before issuance of a Certificate of Completion, Canada may issue orders for additions, deletions or other changes to the Work, or changes in the location or position of the whole or any part of the Work, if the addition, deletion, change or other revision is deemed by Canada to be consistent with the general intent of the Contract.
- 2) An order referred to in paragraph 1) of GC6.1 shall be in writing and given to the Contractor in accordance with GC2.3 NOTICES.
- 3) Upon receipt of an order, the Contractor shall promptly perform the work in accordance with the order as if the order had appeared in and been part of the original Contract.
- 4) If anything done or omitted by the Contractor pursuant to an order increases or decreases the cost of the Work to the Contractor, payment for the work shall be made in accordance with GC6.4 DETERMINATION OF PRICE.

**GC6.2 CHANGES IN SUBSURFACE CONDITIONS**

- 1) If, during the performance of the Work, the Contractor encounters subsurface conditions that are substantially different from the subsurface conditions described in the tender documents supplied to the Contractor, or a reasonable assumption of fact based thereon, the Contractor shall give notice to Canada immediately upon becoming aware of the situation.
- 2) If the Contractor is of the opinion that the Contractor may incur or sustain any extra expense or any loss or damage that is directly attributable to the changed subsurface conditions, the Contractor shall within 10 days of the date the changed subsurface conditions were encountered, give Canada written notice of intention to claim for that extra expense, loss or damage.
- 3) If the Contractor has given a notice referred to in paragraph 2) of GC6.2, the Contractor shall give Canada a written claim for extra expense, loss or damage no later than 30 days after the date that a Certificate of Substantial Performance is issued.
- 4) A written claim referred to in paragraph 3) of GC6.2 shall contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the claim to enable Canada to determine whether or not the claim is justified, and the Contractor shall supply such further and other information for that purpose as Canada requires.
- 5) If Canada determines that a claim referred to in paragraph 3) of GC6.2 is justified, Canada shall make an extra payment to the Contractor in an amount that is calculated in accordance with GC6.4 DETERMINATION OF PRICE.

- 6) If, in the opinion of Canada, the Contractor effects a saving of expenditure that is directly attributable to a substantial difference between the information relating to subsurface conditions at the site of the Work that is contained in the tender documents, or a reasonable assumption of fact based thereon, and the actual subsurface conditions encountered by the Contractor, the Contract Amount shall be reduced by the amount of the saving of expenditure determined in accordance with GC6.4 DETERMINATION OF PRICE.
- 7) If the Contractor fails to give a notice referred to in paragraph 2) of GC6.2 and a claim referred to in paragraph 3) of GC6.2 within the times stipulated, an extra payment shall not be made to the Contractor in respect of the occurrence.
- 8) Canada does not warrant the content expressed in any subsurface report available for the perusal of the Contractor that does not form part of the tender and contract documents.

### **GC6.3 HUMAN REMAINS, ARCHAEOLOGICAL REMAINS AND ITEMS OF HISTORICAL OR SCIENTIFIC INTEREST**

- 1) For the purposes of this clause
  - (a) "human remains" means the whole or any part of a deceased human being, irrespective of the time of death;
  - (b) "archaeological remains" are items, artefacts or things made, modified or used by human beings in antiquity and may include, but not be limited to, stone, wood or iron structures or monuments, dump deposits, bone artefacts, weapons, tools, coins, and pottery; and
  - (c) "items of historical or scientific interest" are naturally occurring or manufactured objects or things of any age that are not archaeological remains but may be of interest to society because of their historical or scientific significance, value, rarity, natural beauty, or other quality.
- 2) If, during the course of the Work, the Contractor encounters any object, item or thing which is described in paragraph 1) of GC6.3 or which resembles any object, item or thing described in paragraph 1) of GC6.3, the Contractor shall
  - (a) take all reasonable steps, including stopping work in the affected area, to protect and preserve the object, item or thing;
  - (b) immediately notify Canada of the circumstances in writing; and
  - (c) take all reasonable steps to minimize additional costs that may accrue as a result of any work stoppage.
- 3) Upon receipt of a notification in accordance with subparagraph 2)(b) of GC6.3, Canada shall promptly determine whether the object, item or thing is one described in, or contemplated by paragraph 1) of GC6.3, and shall notify the Contractor in writing of any action to be performed, or work to be carried out, by the Contractor as a result of Canada's determination.
- 4) Canada may, at any time, enlist the services of experts to assist in the investigation, examination, taking of measurements or other such recordings, placing of permanent protection around or removing of the object, item or thing encountered by the Contractor, and the Contractor shall, to the satisfaction of Canada, allow them access and co-operate with them in the carrying out of their duties and obligations.



- 5) Human remains, archaeological remains and items of historical or scientific interest encountered at the site of the Work shall be deemed to be the property of Canada.
- 6) Except as may be otherwise provided for in the Contract, the provisions of GC6.4 DETERMINATION OF PRICE and GC6.5 DELAYS AND EXTENSION OF TIME shall apply.

## **GC6.4 DETERMINATION OF PRICE**

### **GC6.4.1 Price Determination Prior to Undertaking Changes**

- 1) If a Lump Sum Arrangement applies to the Contract or a part thereof, the price of any change shall be the aggregate estimated cost of labour, Plant and Material that is required for the change as agreed upon in writing by the Contractor and Canada plus a negotiated allowance for supervision, co-ordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount.
- 2) If a Unit Price Arrangement applies to the Contract or a part thereof, the Contractor and Canada may, by agreement in writing, add items, units of measurement, estimated quantities and prices per unit to the Unit Price Table.
- 3) A price per unit referred to in paragraph 2) of GC6.4.1 shall be determined on the basis of the aggregate estimated cost of labour, Plant and Material that is required for the additional item as agreed upon by the Contractor and Canada, plus a negotiated allowance.
- 4) To facilitate approval of the price of the change or the additional price per unit as applicable, the Contractor shall submit a cost estimate breakdown identifying, as a minimum, the estimated cost of labour, Plant, Material, each subcontract amount, and the amount of the negotiated allowance.
- 5) If no agreement is reached as contemplated in paragraph 1) of GC6.4.1, the price shall be determined in accordance with GC6.4.2.
- 6) If no agreement is reached, as contemplated in paragraphs 2) and 3) of GC6.4.1, Canada shall determine the class and the unit of measurement of the item of labour, Plant or Material and the price per unit shall be determined in accordance with GC6.4.2.

### **GC6.4.2 Price Determination Following Completion of Changes**

- 1) If it is not possible to predetermine, or if there is failure to agree upon the price of a change in the Work, the price of the change shall be equal to the aggregate of
  - (a) all reasonable and proper amounts actually expended or legally payable by the Contractor in respect of the labour, Plant and Material that fall within one of the classes of expenditure described in paragraph 2) of GC6.4.2, that are directly attributable to the performance of the Contract;
  - (b) an allowance for profit and all other expenditures or costs, including overhead, general administration costs, financing and interest charges, in an amount that is equal to 10 percent of the sum of the expenses referred to in subparagraph 1)(a) of GC6.4.2; and
  - (c) interest on the amounts determined under subparagraphs 1)(a) and 1)(b) of GC6.4.2 calculated in accordance with GC5.12 INTEREST ON SETTLED CLAIMS;

- 2) The cost of labour, Plant and Material referred to in subparagraph 1)(a) of GC6.4.2 shall be limited to the following categories of expenditure:
- (a) payments to Subcontractors and Suppliers;
  - (b) wages, salaries, bonuses and, if applicable, travel and lodging expenses of employees of the Contractor located at the site of the Work and that portion of wages, salaries, bonuses and, if applicable, travel and lodging expenses of personnel of the Contractor generally employed at the head office or at a general office of the Contractor provided they are actually and properly engaged on the Work under the Contract;
  - (c) assessments payable under any statutory authority relating to workers' compensation, employment insurance, pension plan or holidays with pay, provincial health or insurance plans, environmental reviews, and Applicable Taxes collection costs;
  - (d) 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 Canada;
  - (e) payments for maintaining and operating Plant necessary for and used in the performance of the Work, and payments for effecting repairs thereto that, in the opinion of Canada, are necessary for the proper performance of the Contract, other than payments for any repairs to the Plant arising out of defects existing before its allocation to the Work;
  - (f) 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;
  - (g) 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; and
  - (h) any other payments made by the Contractor with the approval Canada that are necessary for the performance of the Contract in accordance with the Contract Documents.

#### **GC6.4.3 Price Determination - Variations in Tended Quantities**

- 1) Except as provided in paragraphs 2), 3), 4) and 5) of GC6.4.3, if it appears that the final quantity of labour, Plant and Material under a price per unit item shall exceed or be less than the estimated tendered quantity, the Contractor shall perform the Work or supply the Plant and Material required to complete the item and payment shall be made for the actual Work performed or Plant and Material supplied at the price per unit set out in the Contract.
- 2) If the final quantity of the price per unit item exceeds the estimated tendered quantity by more than 15 percent, either party to the Contract may make a written request to the other party to negotiate an amended price per unit for that portion of the item which exceeds 115 percent of the estimated tendered quantity, and to facilitate approval of any amended price per unit, the Contractor shall, on request, provide Canada with
- (a) detailed records of the actual cost to the Contractor of performing or supplying the tendered quantity for the price per unit item up to the time the negotiation was requested; and

- (b) the estimated unit cost of labour, Plant and Material required for the portion of the item that is in excess of 115 percent of the tendered quantity.
- 3) If agreement is not reached as contemplated in paragraph 2) of GC6.4.3, the price per unit shall be determined in accordance with GC6.4.2.
  - 4) If it appears that the final quantity of labour, Plant and Material under a price per unit item shall be less than 85 percent of the estimated tendered quantity, either party to the Contract may make a written request to the other party to negotiate a change to the price per unit for the item if
    - (a) there is a demonstrable difference between the unit cost to the Contractor of performing or supplying the estimated tendered quantity and the unit cost to the Contractor for performing or supplying the final quantity; and
    - (b) the difference in unit cost is due solely to the decrease in quantity and not to any other cause.
  - 5) For the purposes of the negotiation referred to in paragraph 4) of GC6.4.3
    - (a) the onus of establishing, justifying and quantifying a proposed change lies with the party making the request for negotiation; and
    - (b) in no event shall the total price for an item that has been amended as a result of a reduction in quantity pursuant to paragraph 4) of GC6.4.3 exceed the amount that would have been payable to the Contractor had 85 percent of the tendered quantity actually been performed or supplied.

#### **GC6.5 DELAYS AND EXTENSION OF TIME**

- 1) Upon application of the Contractor made before the date first fixed for completion of the Work or before any other date previously fixed under this clause, Canada may extend the time for completion of the Work by fixing a new date if Canada determines that causes beyond the control of the Contractor have delayed its completion.
- 2) The Contractor's application shall be accompanied by the written consent of the bonding company whose bond forms part of the Contract Security.
- 3) Subject to paragraph 4) of GC6.5, no payment, other than a payment that is expressly stipulated in the Contract, shall be made by Canada to the Contractor for any extra expense, loss or damage incurred or sustained by the Contractor due to delay, whether or not the delay is caused by circumstances beyond the control of the Contractor.
- 4) If the Contractor incurs or sustains any extra expense or any loss or damage that is directly attributable to any neglect or delay that occurs after the date of the Contract on the part of Canada in providing any information or in doing any act that the Contract either expressly requires Canada to do or that would ordinarily be done by an owner in accordance with the practice of the trade, the Contractor shall give Canada written notice of intention to claim for that extra expense or loss or damage within ten working days of the date the neglect or delay first occurred.
- 5) When the Contractor has given a notice referred to in paragraph 4) of GC6.5, the Contractor shall give Canada a written claim for the extra expense, loss or damage no later than 30 days after the date that a Certificate of Completion is issued and not afterwards.

- 6) A written claim referred to in paragraph 5) of GC6.5 shall contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the claim to enable Canada to determine whether or not the claim is justified and the Contractor shall supply such further and other information for that purpose as Canada may require.
- 7) If Canada determines that a claim referred to in paragraph 5) of GC6.5 is justified, Canada shall make an extra payment to the Contractor in an amount that is calculated in accordance with GC6.4 DETERMINATION OF PRICE.
- 8) If the Contractor fails to give a notice referred to in paragraph 4) and a claim referred to in paragraph 5) of GC6.5 within the times stipulated, an extra payment shall not be made to the Contractor in respect of the occurrence.

**GC7 DEFAULT, SUSPENSION OR TERMINATION OF CONTRACT**

GC7.1 TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS

GC7.2 SUSPENSION OF WORK

GC7.3 TERMINATION OF CONTRACT

GC7.4 SECURITY DEPOSIT - FORFEITURE OR RETURN

**GC7.1 TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS**

- 1) By giving notice in writing to the Contractor in accordance with GC2.3 NOTICES, Canada, without any other authorization, may take all or any part of the Work out of the Contractor's hands, and may employ such means as Canada sees fit to have the Work completed if the Contractor:
  - (a) fails to remedy any delay in the commencement or default in the diligent performance of the Work to the satisfaction of Canada within six days of Canada giving notice to the Contractor in writing in accordance with GC2.3 NOTICES;
  - (b) defaults in the completion of any part of the Work within the time fixed for its completion by the Contract;
  - (c) becomes 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\*](#);
  - (d) abandons the work;
  - (e) makes an assignment of the Contract without the consent required by GC1.16 ASSIGNMENT; or
  - (f) otherwise fails to observe or perform any of the provisions of the Contract.
- 2) If the whole or any part of the Work is taken out of the Contractor's hands, the Contractor's right to any further payment that is due or accruing due under the Contract is, subject only to paragraph 3) of GC7.1, extinguished, and the Contractor is liable to pay Canada, upon demand, an amount that is equal to the amount of all loss and damage incurred or sustained by Canada in respect of the Contractor's failure to complete the Work.
- 3) If the whole or any part of the Work that is taken out of the Contractor's hands is completed by Canada, Canada may pay the Contractor the amount, if any, of the holdback or a progress claim as determined by Canada 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 Canada for any other loss or damage incurred or sustained by reason of the Contractor's default.
- 4) The taking of the Work or any part thereof out of the Contractor's hands does not relieve the Contractor from any obligation under the Contract or imposed by law except the obligation to complete the performance of that part of the Work that was taken out of the Contractor's hands.
- 5) If the Work or any part thereof is taken out of the Contractor's hands, all Plant and Material and the interest of the Contractor, or its suppliers or subcontractors at any tier, in all real property, licences, powers and privileges acquired, used or provided by the Contractor, or its suppliers or subcontractors at any tier, under the Contract shall continue to be the property of Canada without compensation.

- 6) When Canada certifies that any Plant, Material, or any interest of the Contractor is no longer required for the purposes of the Work, or that it is not in the interests of Canada to retain that Plant, Material, or interest, it shall revert to the Contractor.
- 7) 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 Canada.

#### **GC7.2 SUSPENSION OF WORK**

- 1) When, in Canada's opinion, it is in the public interest to do so, Canada may require the Contractor to suspend performance of the Work either for a specified or an unspecified period, by giving a notice of suspension in writing to the Contractor in accordance with GC2.3 NOTICES.
- 2) When a notice of suspension is received by the Contractor, the Contractor shall suspend all operations in respect of the Work except those that Canada determines are necessary for the care and preservation of the Work, Plant and Material.
- 3) During a period of suspension, the Contractor shall not remove any part of the Work, Plant or Material from its site without the consent of Canada.
- 4) If a period of suspension is 60 days or less, the Contractor shall resume the performance of the Work on the expiration of that period, and the Contractor is entitled to be paid the extra costs necessarily incurred by the Contractor as a result of the suspension, determined in accordance with GC6.4 DETERMINATION OF PRICE.
- 5) If a period of suspension is more than 60 days, Canada and the Contractor may agree that the performance of the Work shall be continued by the Contractor, and the Contractor shall resume performance of the Work subject to any terms and conditions agreed upon by Canada and the Contractor. If Canada and the Contractor do not agree that performance of the Work shall be continued by the Contractor, or upon the terms and conditions under which the Contractor shall continue the Work, the notice of suspension shall be deemed to be a notice of termination pursuant to GC7.3 TERMINATION OF CONTRACT.

#### **GC7.3 TERMINATION OF CONTRACT**

- 1) Canada may terminate the Contract at any time by giving a notice of termination in writing to the Contractor in accordance with GC2.3 NOTICES.
- 2) If the Contractor receives a notice of termination, the Contractor shall forthwith cease all operations in performance of the Contract, subject to any conditions stipulated in the notice.
- 3) Subject to paragraph 4) of GC7.3, if the Contract is terminated, Canada shall pay the Contractor an amount determined to be due to the Contractor pursuant to GC6.4 DETERMINATION OF PRICE less the aggregate of all amounts that were paid to the Contractor by Canada and all amounts that are due to Canada from the Contractor pursuant to the Contract.
- 4) In no event shall the total amount payable by Canada to the Contractor exceed the amount, calculated in accordance with GC5 TERMS OF PAYMENT, that would have been payable to the Contractor had the Contractor completed the Work.



- 5) Payment to the Contractor, if any, shall be made as soon as practicable under the circumstances.

**GC7.4 SECURITY DEPOSIT - FORFEITURE OR RETURN**

- 1) If the Work is taken out of the Contractor's hands, or the Contractor is in breach of, or in default under, the Contract, Canada may convert a security deposit to Canada's own use.
- 2) If Canada converts a security deposit, the amount realized shall be deemed to be an amount due from Canada to the Contractor under the Contract.
- 3) Any balance of the amount realized that remains after payment of all losses, damage and claims of Canada and others shall be paid by Canada to the Contractor if, in the opinion of Canada, it is not required for the purposes of the Contract.

**GC8 DISPUTE RESOLUTION**

- GC8.1 INTERPRETATION
- GC8.2 CONSULTATION AND CO-OPERATION
- GC8.3 NOTICE OF DISPUTE
- GC8.4 NEGOTIATION
- GC8.5 MEDIATION
- GC8.6 CONFIDENTIALITY
- GC8.7 SETTLEMENT
- GC8.8 RULES FOR MEDIATION OF DISPUTES
  - GC8.8.1 Interpretation
  - GC8.8.2 Application
  - GC8.8.3 Communication
  - GC8.8.4 Appointment of Project Mediator
  - GC8.8.5 Confidentiality
  - GC8.8.6 Time and Place of Mediation
  - GC8.8.7 Representation
  - GC8.8.8 Procedure
  - GC8.8.9 Settlement Agreement
  - GC8.8.10 Termination of Mediation
  - GC8.8.11 Costs
  - GC8.8.12 Subsequent Proceedings

**GC8.1 INTERPRETATION**

- 1) "dispute" means any disagreement regarding any issue identified by the Contractor in the notice submitted to Canada in accordance with paragraph 2 of GC8.3 NOTICE OF DISPUTE, and includes any claim by the Contractor arising from such disagreement and any counterclaim by Canada, but does not include any claim by either party for punitive or exemplary damages, injury to persons, death, or any claim based on an allegation of libel or slander.
- 2) The alternative dispute resolution procedures set out in GC8, do not apply to any claim by Canada against the Contractor except any counterclaim in a dispute as defined in paragraph 1 of GC8.1, including, but not limited to, any claim of setoff regarding any amount due to Canada under GC5.10 ASSESSMENT AND DAMAGES FOR LATE COMPLETION.

**GC8.2 CONSULTATION AND CO-OPERATION**

- 1) The parties agree to maintain open and honest communication throughout the performance of the Contract.
- 2) The parties agree to consult and co-operate with each other in the furtherance of the Work and the resolution of problems or differences that may arise.

**GC8.3 NOTICE OF DISPUTE**

- 1) Any difference between the parties to the Contract of any nature arising out of or in connection with the Contract which could result in a claim by the Contractor against Canada, and which is not settled by consultation and co-operation as envisaged in GC8.2 CONSULTATION AND CO-OPERATION, shall be resolved in the first instance by Canada, whose written decision or direction shall be final and binding subject only to the provisions of

GC8. Such written decision or direction includes, but is not limited to, any written decision or direction by Canada under any provision of the General Conditions.

- 2) The Contractor shall be deemed to have accepted the decision or direction of Canada referred to in paragraph 1) of GC8.3 and to have expressly waived and released Canada from any claim in respect of the particular matter dealt with in that decision or direction unless, within 15 working days after receipt of the decision or direction, the Contractor submits to Canada a written notice of dispute requesting formal negotiation under GC8.4 NEGOTIATION. Such notice shall refer specifically to GC8.4 NEGOTIATION, and shall specify the issues in contention and the relevant provisions of the Contract.
- 3) The giving of a written notice in accordance with paragraph 2) of GC8.3 shall not relieve the Contractor from complying with the decision or direction that is the subject of the dispute. Such compliance, however, shall not be construed as an admission by the Contractor of the correctness of such decision or direction.
- 4) If a dispute is not resolved promptly, Canada shall give such instructions as, in Canada's opinion, are necessary for the proper performance of the Work and to prevent delays pending a resolution of the matter. Unless Canada terminates the Contract, orders the Contractor to suspend the Work, or takes the Work out of the hands of the Contractor, the Contractor shall continue to perform the Work in accordance with the provisions and requirements of the Contract and the instructions of Canada. Such performance shall not prejudice any claim that the Contractor may have.
- 5) Nothing in GC8 relieves the Contractor from its obligation to provide any other notice required by the Contract within the time specified in the Contract, including but not limited to, any notice required under GC6.2 CHANGES IN SUBSURFACE CONDITIONS.

#### **GC8.4 NEGOTIATION**

- 1) Within 10 working days after receipt by Canada of a notice referred to in paragraph 2) of GC8.3 NOTICE OF DISPUTE, or within such other period of time as may be mutually agreed to, the parties shall commence formal negotiations in order to resolve the dispute. Negotiations shall occur initially between representatives of the Contractor and Canada who play a direct supervisory role in the performance, administration or management of the Contract.
- 2) If the representatives referred to in paragraph 1) of GC8.4 are unable to resolve some or all of the issues which are the subject of the negotiations within 10 working days, the parties shall refer the remaining issues which are in dispute to a second level of negotiation between a principal or principals of the Contractor and a senior level manager or senior level managers representing Canada.
- 3) If negotiations fail to resolve the dispute within 30 working days from the date of delivery of the notice referred to in paragraph 2) of GC8.3 NOTICE OF DISPUTE, or within such longer period as may have been agreed to by the parties, the Contractor may, by giving written notice to Canada, in accordance with GC2.3 NOTICES, within 10 working days from the end of such period, request that mediation be undertaken to assist the parties to reach agreement on the outstanding issues.
- 4) If the Contractor does not request mediation within the period permitted by paragraph 3) of GC8.4, the Contractor shall be deemed to have accepted the decision or direction of Canada under paragraph 1) of GC8.3 NOTICE OF DISPUTE and to have expressly waived and released Canada from any claim in respect of the particular matter dealt with in that decision or direction.

**GC8.5 MEDIATION**

- 1) If the Contractor has requested mediation in accordance with paragraph 3) of GC8.4 NEGOTIATION, mediation shall be conducted in accordance with GC8.8 RULES FOR MEDIATION OF DISPUTES.
- 2) If a Project Mediator has not previously been appointed for the purposes of the Contract, a Project Mediator shall be appointed in accordance with GC8.8 RULES FOR MEDIATION OF DISPUTES forthwith after delivery of a notice in accordance with paragraph 3) of GC8.4 NEGOTIATION, requesting mediation.
- 3) If the dispute has not been resolved within
  - (a) Ten (10) working days following the appointment of a Project Mediator in accordance with paragraph 2) of GC8.5, if a Project Mediator was not previously appointed;
  - (b) Ten (10) working days following receipt by Canada of a written notice in accordance with paragraph 3) of GC8.4 NEGOTIATION, if a Project Mediator was previously appointed; or
  - (c) such other longer period as may have been agreed to by the parties;the Project Mediator shall terminate the mediation by giving written notice to the parties stating the effective date of termination.

**GC8.6 CONFIDENTIALITY**

- 1) All information exchanged during alternative dispute resolution procedures, by whatever means, shall be without prejudice and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during an alternative dispute resolution process.

**GC8.7 SETTLEMENT**

- 1) Any agreement to settle all or any part of a dispute, by whatever means, shall be in writing and be signed by the parties or their authorized representatives.

**GC8.8 RULES FOR MEDIATION OF DISPUTES**

**GC8.8.1 Interpretation**

In these Rules

- 1) “Coordinator” means the person designated by Canada to act as the Dispute Resolution Coordinator.

**GC8.8.2 Application**

- 1) By mutual agreement, the parties may change or make additions to the Rules.

**GC8.8.3 Communication**

- 1) Written communications pursuant to these Rules shall be given in accordance with GC2.3 NOTICES.

**GC8.8.4 Appointment of Project Mediator**

- 1) The parties to the Contract may, by mutual consent, at any time after entry into the Contract, appoint a mediator (the "Project Mediator") to conduct mediation proceedings in accordance with these Rules for Mediation of Disputes, in regard to any dispute that may arise with regard to the interpretation, application or administration of the Contract. In this case, they shall jointly enter into a contract with the appointed Project Mediator, which contract shall be in a form drafted by the Coordinator and agreed to by the parties.
- 2) If the parties do not appoint a Project Mediator pursuant to paragraph 1) of GC8.8.4, the parties shall appoint a Project Mediator within 17 working days following receipt of a written notice from the Contractor, in accordance with GC2.3 NOTICES, requesting that mediated negotiations be undertaken in accordance with these Rules to assist the parties to reach agreement on any outstanding issues that may be in dispute. Any contract entered into with the appointed Project Mediator shall meet the requirements as set out for the contract described in paragraph 1) of GC8.8.4.
- 3) When mediation is requested by the Contractor pursuant to paragraph 3) of GC8.4 NEGOTIATION, if the parties have previously entered into a contract with a Project Mediator, the parties shall within 2 days send to both the Project Mediator and the Coordinator
  - (a) a copy of the notice requesting negotiation under paragraph 2) of GC8.3 NOTICE OF DISPUTE;
  - (b) a copy of Canada's written position in relation to the notice, the issues in contention and the relevant provisions of the contract; and
  - (c) a copy of the Contractor's written request for mediation required under paragraph 3) of GC8.4 NEGOTIATION.
- 4) If the parties have not agreed on a Project Mediator, the parties shall forthwith provide the Coordinator with the written materials referred to in subparagraphs 3)(a), 3)(b) and 3)(c) of GC8.8.4 together with a request that the Coordinator assist in the appointment of a mutually acceptable Project Mediator in accordance with these Rules.
- 5) Within 5 working days following receipt of the request and materials referred to in paragraph 4) of GC8.8.4, the Coordinator shall provide the parties with a list of qualified private sector mediators obtained from an independent and impartial entity, together with instructions to each party to individually and confidentially select and rank their preferred and fully acceptable choices of mediator in descending order. Each mediator listed shall be impartial and independent of the parties, and shall be an experienced and skilled commercial mediator, preferably with knowledge of the subject matter of the dispute.
- 6) Within 10 working days of receipt of the list referred to in paragraph 5) of GC8.8.4 each party shall comply with the instructions accompanying the list(s) and shall deliver the completed listing to the Coordinator.

- 7) Within 2 working days following receipt of the completed listings, the Coordinator shall select the highest common ranked mediator to act as Project Mediator for the purposes of the contract.
- 8) In the event of a tie, the Coordinator shall consult both parties to re-evaluate their rankings in order to assist the Coordinator in selecting a Project Mediator acceptable to both parties. If the parties cannot agree upon a Project Mediator, the Coordinator shall forthwith provide the parties with a second list of mediators and the procedure shall be repeated.
- 9) If the parties have not previously entered into a contract with a mutually acceptable Project Mediator, the Coordinator shall use reasonable efforts to negotiate a contract with a mutually acceptable Project Mediator on behalf of the parties, which contract shall incorporate or otherwise comply with the provisions of these Rules. If negotiations are unsuccessful, or if for other reason the individual is unwilling or unable to enter into a contract to act as Project Mediator, the Coordinator shall repeat the process with the second-highest common ranked mediator.
- 10) The parties agree that, upon successful completion of the negotiations referred to in paragraph 9) of GC8.8.4, they shall jointly enter into a contract with the selected Project Mediator, which contract shall be in a form drafted by the Coordinator and agreed to by the parties.
- 11) Upon execution of the contract with the Project Mediator referred to in paragraph 10) of GC8.8.4 the Coordinator shall provide the Project Mediator with copies of the documents referred to in paragraph 3) of GC8.8.4.

#### **GC8.8.5 Confidentiality**

- 1) Subject to paragraph 2) of GC8.8.5, and unless otherwise agreed in writing by the parties, the Project Mediator, the parties and their counsel or representatives shall keep confidential all matters and documents disclosed during mediation proceedings except where the disclosure is necessary for any implementation of any agreement reached or is required by law.
- 2) Evidence that is independently admissible or discoverable in any arbitral or judicial proceeding shall not be rendered inadmissible or non-discoverable by virtue of its use in mediation proceedings.
- 3) Neither party shall make transcripts, minutes or other records of a mediation conference.
- 4) The personal notes and written opinions of the Project Mediator made in relation to mediation are in the Project Mediator's sole possession and control, are confidential, and may not be used in any subsequent proceeding between the parties or where they are opposed in interest without the express written permission of the parties.
- 5) All information exchanged during mediation procedures, by whatever means, shall be without prejudice and shall be treated as confidential by the parties and their representatives, unless otherwise required by law.

#### **GC8.8.6 Time and Place of Mediation**

- 1) The Project Mediator, in consultation with the parties shall set the date, time and place of any mediation conference as soon as possible, bearing in mind that, subject to agreement to



the contrary between the parties, only 10 working days are available within which to attempt to settle the dispute.

#### **GC8.8.7 Representation**

- 1) Representatives of the parties may be accompanied at the mediation conference by legal counsel or any other person.
- 2) If the Project Mediator is a lawyer, the Project Mediator shall not provide legal advice to a party during the course of the mediation conference, but may recommend that a party obtain independent legal advice before finalizing a settlement agreement.

#### **GC8.8.8 Procedure**

- 1) The parties agree to an exchange of all facts, information and documents upon which they intend to rely in any oral or written presentation during the mediation. This exchange shall be completed no later than 2 working days prior to the date set for a mediation conference.
- 2) The Project Mediator shall be free to meet with the parties individually during a mediation conference if the Project Mediator is of the opinion that this may improve the chances of a mediated settlement, and either party may request such an individual meeting at any time.
- 3) The parties may agree to extend the 10 working days available for settlement of the dispute through mediation, and the Project Mediator shall record that agreement in writing.

#### **GC8.8.9 Settlement Agreement**

- 1) The parties shall record in writing any settlement agreement reached, with sufficient detail to ensure a clear understanding of
  - (a) the issues resolved;
  - (b) any obligations assumed by each party including criteria to determine if and when these obligations have been met; and
  - (c) the consequences of failure to comply with the agreement reached.
- 2) The parties agree to carry out the terms of a settlement agreement as soon as possible and, in any event, within any time periods specified in the agreement.

#### **GC8.8.10 Termination of Mediation**

- 1) Either party may withdraw from mediation at any time without reason and, in that event, the Project Mediator shall give each party a written notice terminating the mediation and establishing the effective date of termination.
- 2) If, in the opinion of the Project Mediator, either party fails to mediate in good faith or fails to comply with the terms of these Rules, or if the Project Mediator, at any time during mediation, is of the opinion that further negotiations will fail to resolve the issues outstanding, the Project Mediator may terminate the negotiations by providing the parties with a written notice of termination, stating therein the Project Mediator's reasons for the termination, and the effective date of termination.

- 3) If a dispute has not been resolved within 10 working days or such other longer period as may have been agreed to by the parties, the Project Mediator shall terminate the mediation by giving written notice to the parties stating the effective date of termination.

**GC8.8.11 Costs**

- 1) The parties agree that they will each be responsible for the costs of their own representatives and advisors and associated travel and living expenses. Fees and expenses of the Project Mediator and all administrative costs of mediation, such as the cost of the meeting room(s), if any, shall be borne equally by the parties.

**GC8.8.12 Subsequent Proceedings**

- 1) The parties shall not rely on or introduce as evidence in any arbitral or judicial proceeding, whether or not such proceeding relates to the subject matter of mediation,
  - (a) any documents of other parties that are not otherwise producible in those proceedings;
  - (b) any views expressed or suggestions made by any party in respect of a possible settlement of issues;
  - (c) any admission made by any party in the course of mediation unless otherwise stipulated by the admitting party; and
  - (d) the fact that any party has indicated a willingness to make or accept a proposal or recommendation for settlement.
- 2) The Project Mediator shall neither represent nor testify on behalf of either of the parties in any subsequent investigation, action or proceeding relating to the issues in mediation proceedings.
- 3) The Project Mediator shall not be subpoenaed to give evidence relating to
  - (a) the Project Mediator's role in mediation; or
  - (b) the matters or issues in mediation;in any subsequent investigation, action or proceeding and the parties agree to vigorously oppose any effort to have the Mediator so subpoenaed.

**GC9 CONTRACT SECURITY**

GC9.1 OBLIGATION TO PROVIDE CONTRACT SECURITY

GC9.2 TYPES AND AMOUNTS OF CONTRACT SECURITY

**GC9.1 OBLIGATION TO PROVIDE CONTRACT SECURITY**

- 1) The Contractor shall, at the Contractor's expense and within 14 days after the date that the Contractor receives notice that the Contractor's bid was accepted by Canada, obtain and deliver Contract Security to Canada in one of the forms prescribed in GC9.2 TYPES AND AMOUNTS OF CONTRACT SECURITY.
- 2) If the whole or a part of the Contract Security provided is in the form of a security deposit, it shall be held and disposed of in accordance with GC5.13 RETURN OF SECURITY DEPOSIT and GC7.4 SECURITY DEPOSIT - FORFEITURE OR RETURN.
- 3) If a part of the Contract Security provided is in the form of a labour and material payment bond, the Contractor shall post a copy of that bond at the site of the Work.
- 4) It is a condition precedent to the release of the first progress payment that the Contractor has provided the Contract Security as specified herein.

**GC9.2 TYPES AND AMOUNTS OF CONTRACT SECURITY**

- 1) The Contractor shall deliver to Canada either (a) or (b).
  - (a) A performance bond and a labour and material payment bond each in an amount that is equal to not less than 50 percent of the Contract Amount.
  - (b) A security deposit or an irrevocable standby letter of credit in an amount that is equal to not less than 20 percent of the Contract Amount.
- 2) A performance bond and a labour and material payment bond referred to in paragraph 1) of GC9.2 shall be in a form and be issued by a bonding or surety company that is approved by Canada.
  - (a) The approved form for the performance bond is displayed at the following Website:  
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appS>
  - (b) The approved form for the labour and material payment bond is displayed at the following website: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appS>  
; and
  - (c) The list of approved bonding or surety companies is displayed at the following Website:  
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appL>
- 3) A security deposit referred to in subparagraph 1)(b) of GC9.2 shall be in the form of
  - (a) a bill of exchange, bank draft or money order 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

- (b) bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada.
- 4) For the purposes of subparagraph 3)(a) of GC9.2
- (a) 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 or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;
  - (b) if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 4)(c) of GC9.2, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and
  - (c) An approved financial institution is
    - (i) a corporation or institution that is a member of the Canadian Payments Association as defined in the Canadian Payments Act;
    - (ii) a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";
    - (iii) a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
    - (iv) a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the Income Tax Act; or
    - (v) Canada Post Corporation.
- 5) Bonds referred to in subparagraph 3)(b) of GC9.2 shall be provided on the basis of their market value current at the date of the Contract, and shall be
- (a) made payable to bearer; or
  - (b) 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
  - (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.
- 6) An irrevocable standby letter of credit referred to in subparagraph 1)(b) of GC9.2 shall:
- (a) be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf,
    - (i) is to make a payment to, or to the order of, Canada as the beneficiary;
    - (ii) is to accept and pay bills of exchange drawn by Canada;

- (iii) authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
  - (iv) authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
- (b) state the face amount that may be drawn against it;
  - (c) state its expiry date;
  - (d) 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 Canada;
  - (e) provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
  - (f) provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
  - (g) be issued or confirmed, in either official language in a format left to the discretion of the issuer or confirmer, by an approved financial institution on its letterhead.

**GC10 INSURANCE**

GC10.1 INSURANCE CONTRACTS

GC10.2 INSURANCE PROCEEDS

**GC10.1 INSURANCE CONTRACTS**

- 1) The contractor shall, at the contractor's expense, obtain and maintain insurance contracts in respect of the work and shall provide evidence thereof to Canada in accordance with the requirements of the INSURANCE TERMS.
- 2) The insurance contracts referred to in paragraph 1) of GC10.1 shall
  - (a) be in a form, of the nature, in the amounts, for the periods and containing the terms and conditions specified in INSURANCE TERMS; and
  - (b) provide for the payment of claims under such insurance contracts in accordance with GC10.2 INSURANCE PROCEEDS.

**GC10.2 INSURANCE PROCEEDS**

- 1) In the case of a claim payable under a Builders Risk/Installation (All Risks) insurance contract maintained by the contractor pursuant to GC10.1 INSURANCE CONTRACTS, the proceeds of the claim shall be paid directly to Canada, and
  - (a) the monies so paid shall be held by Canada for the purposes of the contract, or
  - (b) if Canada elects, shall be retained by Canada, in which event they vest in Canada absolutely.
- 2) In the case of a claim payable under a General Liability insurance contract maintained by the contractor pursuant to GC10.1 INSURANCE CONTRACTS, the proceeds of the claim shall be paid by the insurer directly to the claimant.
- 3) If an election is made pursuant to paragraph 1) of GC10.2, Canada may cause an audit to be made of the accounts of the contractor and of Canada in respect of the part of the work that was lost, damaged or destroyed for the purpose of establishing the difference, if any, between
  - (a) the aggregate of the amount of the loss or damage suffered or sustained by Canada, 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 Canada under the contract, minus any monies retained pursuant to subparagraph 1)(b) of GC10.2; and
  - (b) the aggregate of the amounts payable by Canada to the contractor pursuant to the contract up to the date of the loss or damage.
- 4) A difference that is established pursuant to paragraph 3) of GC10.2 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.

- 5) When payment of a deficiency has been made pursuant to paragraph 4) of GC10.2, all rights and obligations of Canada 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 paragraph 3) of GC10.2, be deemed to have been expended and discharged.
- 6) If an election is not made pursuant to subparagraph 1)(b) of GC10.2, the contractor shall, subject to paragraph 7) of GC10.2, clear and clean the work and its site and restore and replace the part of the work that was lost, damaged or destroyed at the contractor's expense as if that part of the work had not yet been performed.
- 7) When the contractor clears and cleans the work and its site and restores and replaces the work referred to in paragraph 6) of GC10.2, Canada shall pay the contractor out of the monies referred to in paragraph 1) of GC10.2 so far as they will thereunto extend.
- 8) Subject to paragraph 7) of GC10.2, payment by Canada pursuant to paragraph 7) of GC10.2 shall be made in accordance with the contract but the amount of each payment shall be 100 percent of the amount claimed notwithstanding subparagraphs 3)(a) and 3)(b) of GC5.4 PROGRESS PAYMENT.





## INSURANCE TERMS

### IN1    GENERAL

- IN1.1    Worker's Compensation
- IN1.2    Indemnification
- IN1.3    Proof of Insurance
- IN1.4    Insured
- IN1.5    Payment of Deductible

### IN2    COMMERCIAL GENERAL LIABILITY

- IN2.1    Scope of Policy
- IN2.2    Period of Insurance

### IN3    AUTOMOBILE INSURANCE

- IN3.1    Scope of Policy

### IN1    GENERAL

#### IN1.1    Worker's Compensation

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

#### IN1.2    Indemnification

- 1) The insurance required by the provisions of these Insurance Terms shall in no way limit the Contractor's responsibility under the Indemnification clause of the General Conditions of the contract. Any additional coverage the Contractor may deem necessary to fulfill his obligations under the aforesaid clause shall be at his own discretion and expense.

#### IN1.3    Proof of Insurance

- 1) Before commencement of the Work, and within thirty (30) days after acceptance of its bid, the Contractor shall deposit with Canada a CERTIFICATE OF INSURANCE (form AAFC / AAC5314) available upon request.
- 2) Upon request by Canada, the Contractor shall provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the provisions contained herein.

#### IN1.4    Insured

- 1) Each policy shall insure the Contractor and shall include Her Majesty the Queen in right of Canada, represented by the Minister of Agriculture & Agri-Food Canada as an additional Insured, with respect to liability arising out of the operations of the contractor with regard to the work.

#### IN1.5    Payment of Deductible

- 1) The payment of monies up to the deductible amount made in satisfaction of a claim shall be borne by the Contractor.

## INSURANCE TERMS (Continued)

### IN2 COMMERCIAL GENERAL LIABILITY

#### IN2.1 Scope of Policy

- 1) The insurance coverage provided shall not be less than that provided by IBC Form 2100, as amended from time to time, and shall have:
  - (a) an Each Occurrence Limit of not less than \$5,000,000.00 ;
  - (b) a Products/Completed Operations Aggregate Limit of not less than \$5,000,000.00 ; and
  - (c) a General Aggregate Limit of not less than \$10,000,000.00 per policy year, if the policy is subject to such a limit.
- 2) The policy shall either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:
  - (a) Blasting.
  - (b) Pile driving and caisson work.
  - (c) Underpinning.
  - (d) Removal or weakening of support of any building or land whether such support be natural or otherwise if the work is performed by the insured contractor.
  - (e) Asbestos.
  - (f) Non-owned Automobile Policy.

#### IN2.2 Period of Insurance

- 1) Unless otherwise directed in writing by Canada, or, otherwise stipulated elsewhere herein, the policy required herein shall be in force and be maintained from the date of contract award until the day of issue of the Certificate of Completion except that the coverage for Completed Operations Liability shall, in any event, be maintained for a period of at least six (6) years beyond the date of the CERTIFICATE OF SUBSTANTIAL PERFORMANCE.

### IN3 AUTOMOBILE INSURANCE

#### IN3.1 Scope of Policy

- 1) 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.



## BID AND ACCEPTANCE FORM CONSTRUCTION CONTRACT - MAJOR WORKS

<b>BA01 IDENTIFICATION</b>					
Description of the Work Emergency Generator Installation, building 49					
Solicitation Number 14-1234			File / Project Number MCE14 529453		
<b>BA02 BUSINESS NAME AND ADDRESS OF BIDDER</b>					
Name					
Address					
Unit/Suite/Apt.	Street number	Number suffix	Street name	Street type	Street direction
PO Box or Route Number		Municipality (City, Town, etc.)		Province	Postal code
Phone number		Fax number		Email address	
<b>BA03 THE OFFER</b>					
1) The Bidder offers to Canada as represented by the Minister of Agriculture and Agri-food Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the Total Bid Amount of: \$ _____ excluding Applicable Taxes (GST/HST/QST). (to be expressed in numbers only)					
<b>BA04 BID VALIDITY PERIOD</b>					
1) The bid shall not be withdrawn for a period of <u>30</u> days following the date of solicitation closing.					
<b>BA05 APPENDICES</b>					
1) The following appendices are included in this Bid and Acceptance Form:					
<b>BA06 ACCEPTANCE AND CONTRACT</b>					
1) Upon acceptance of the Bidder's offer by Canada, a binding Contract shall be formed between Canada and the resulting Contractor. The documents forming the Contract shall be the contract documents referred to in SC01 CONTRACT DOCUMENTS.					
<b>BA07 CONSTRUCTION TIME</b>					
1) The Contractor shall perform and complete the Work within <u>12</u> weeks from the date of notification of acceptance of the offer.					
<b>BA08 BID SECURITY</b>					
1) The Bidder shall enclose bid security with its bid in accordance with GI07 BID SECURITY REQUIREMENTS.					
2) If a security deposit is furnished as bid security, it shall be forfeited in the event that the bid is accepted by Canada and the Contractor fails to provide Contract Security in accordance with GC9 CONTRACT SECURITY, provided that Canada may, if it is in the public interest, waive the right of Canada to forfeiture any or all of the security deposit.					

**BA09 SIGNATURE**

Name and title of person authorized to sign on behalf of Bidder (type or print)	Name
	Title
	Signature _____ Date _____
	Name
	Title
Signature _____ Date _____	



**SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

**PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE**

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>AAFC</b>	2. Branch or Directorate / Direction générale ou Direction <b>CBM</b>
--	--

3. a) Subcontract Number / Numéro du contrat de sous-traitance <b>N/A</b>	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant <b>N/A</b>
--	---

4. Brief Description of Work / Brève description du travail  
**Emergency Generator Installation, building 49.  
Installation d'une génératrice d'urgence, édifice 49.**

5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?  
 No / Non  Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?  
 No / Non  Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)  
 No / Non  Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.  
 No / Non  Yes / Oui

6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?  
 No / Non  Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
---------------------------------	--------------------------------------	---

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>

7. c) Level of information / Niveau d'information

PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui  
Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui





**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No / Non  Yes / Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

No / Non  Yes / Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**



Contract Number / Numéro du contrat 14-1234
Security Classification / Classification de sécurité Unclassified

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)		Title – Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)		Title – Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Jean-Pierre Simard		Title – Titre Senior Contracts Officer	Signature
Telephone No. - N° de téléphone 613 759-6157	Facsimile No. - N° de télécopieur 613 759-7005	E-mail address - Adresse courriel jean-pierre.simard@agr.gc.ca	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title – Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date





Agriculture and  
Agri-Food Canada

Agriculture et  
Agroalimentaire Canada

# **DRAWINGS AND SPECIFICATIONS**

**#14-1234**

**FOR**

## **EMERGENCY GENERATOR INSTALLATION**

**Building 49**

**Project: MCE14 529453**

**CENTRAL EXPERIMENTAL FARM (CEF)**

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

**960 Carling Avenue**

**Ottawa, Ontario K1A 0C6**

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### **DRAWINGS**

E01	Electrical Plan
E02	Details
E03	Single Lines

## **1 GENERAL**

### **1.1 SUMMARY**

- .1 Section Includes:
  - .1 General requirements that are common to NMS sections found in Division 26 – Electrical.

### **1.2 REFERENCES**

- .1 Canadian Standards Association (CSA International)
  - .1 CSA C22.1-12, Canadian Electrical Code, Part 1 (22nd Edition), Safety Standard for Electrical Installations.
  - .2 CAN3-C235-83(R2010), Preferred Voltage Levels for AC Systems, 0 to 50,000 V.
  - .3 CSA B651-12, Accessible Design for the Built Environment.
- .2 Electrical and Electronic Manufacturer's Association of Canada (EEMAC)
  - .1 EEMAC 2Y-1-1958, Light Gray Colour for Indoor Switch Gear.
- .3 Health Canada / Workplace Hazardous Materials Information System (WHMIS)
  - .1 Material Safety Data Sheets (MSDS).

### **1.3 DESIGN REQUIREMENTS**

- .1 Operating voltages: to CAN3-C235.
- .2 Motors, electric heating, control and distribution devices and equipment to operate satisfactorily at 60 Hz within normal operating limits established by above standard.
  - .1 Equipment to operate in extreme operating conditions established in above standard without damage to equipment.
- .3 Language operating requirements: provide identification nameplates and labels for control items in English and French.
- .4 Use one nameplate or label for both languages.

### **1.4 SUBMITTALS**

- .1 Product Data: submit WHMIS MSDS.
- .2 Submit for review “As-built” single line electrical diagrams in glazed frames and locate where appropriate.
  - .1 Electrical distribution system in main and secondary electrical rooms.

### **1.5 RECORD DRAWING**

- .1 Show on the record drawings the exact path of raceways linking all outlets, junction and pull boxes; the location of junction and pull boxes, the number and size of conductors in all raceways.
- .2 Show on the riser diagrams all junction boxes and pull boxes and identify them with respect to location in the building. Cross-reference these boxes between risers and floor plans.

## **1.6 SHOP DRAWINGS**

- .1 Shop drawing review will be done only to ascertain general compliance with the technical requirements of the tender documents.
- .2 Review of the shop drawings will not release contractor from any responsibility to meet tender document requirements, dimensions and quantities.
- .3 Do not release materials for fabrication or assembly until shop drawings are reviewed by the Departmental Representative.
- .4 Submit for review, a minimum of five (5) copies of shop drawings of the following equipment:
  - .1 Lighting fixtures and lamps.
  - .2 All distribution equipment.
  - .3 Wiring devices, starters and control devices.
  - .4 Fire alarm system components.
  - .5 Surface mounted raceways and cable tray.
  - .6 Any additional equipment as required by the Departmental Representative.

## **1.7 OPERATION AND MAINTENANCE DATA**

- .1 Include in operations and maintenance data:
  - .1 Details of design elements, construction features, component function and maintenance requirements, to permit effective start-up, operation, maintenance, repair, modification, extension and expansion of any portion or feature of installation.

## **1.8 EQUIPMENT SUBSTITUTION**

- .1 All equipment supplied shall be exactly as specified herein.
- .2 Substitutions or alternatives to what is specified will not be accepted after the closing of tenders. Substitution or alternatives must be submitted two weeks prior to tender closing and must be approved by Departmental Representative by addenda only.
- .3 All equivalency decisions made by the Departmental Representative will be final. The burden of proof of equivalent products both in terms of performance and quality shall be on the Contractor.
- .4 Quality Control:
  - .1 Provide CSA certified equipment and material.
  - .2 Submit test results of installed electrical systems and instrumentation.
  - .3 Permits and fees: in accordance with General Conditions of contract.
  - .4 Submit, upon completion of Work, load balance report as described in PART 3 - Load Balance.
  - .5 Submit certificate of acceptance from authority having jurisdiction upon completion of Work to Departmental Representative and Consultant.
- .5 Manufacturer's Field Reports: submit to Departmental Representative and Consultant manufacturer's written report, within 3 days of review, verifying compliance of Work and electrical system and other systems testing, as described in PART 3 - FIELD QUALITY CONTROL.

## **1.9 QUALITY ASSURANCE**

- .1 Qualifications: electrical Work to be carried out by qualified, licensed electricians who hold valid Master Electrical Contractor license or apprentices as per the conditions of Provincial Act respecting manpower vocational training and qualification.
  - .1 Employees registered in provincial apprentices program: permitted, under direct supervision of qualified licensed electrician, to perform specific tasks.
  - .2 Permitted activities: determined based on training level attained and demonstration of ability to perform specific duties.
- .2 Site Meetings:
  - .1 Site Meetings: as part of Manufacturer's Field Services described in Part 3 - FIELD QUALITY CONTROL, schedule site visits, to review Work, at stages listed.
    - .1 After delivery and storage of products, and when preparatory Work is complete but before installation begins.
    - .2 Twice during progress of Work at 25% and 60% complete.
    - .3 Upon completion of Work, after cleaning is carried out.
- .3 Health and Safety Requirements: do Construction Occupational Health and Safety Requirements.

## **1.10 DELIVERY, STORAGE AND HANDLING**

- .1 Material Delivery Schedule: provide Departmental Representative with schedule within 2 weeks after award of Contract.
- .2 Construction/Demolition Waste Management and Disposal: separate waste materials for reuse and recycling.

## **1.11 SYSTEM STARTUP**

- .1 Instruct Departmental Representative and operating personnel in operation, care and maintenance of systems, system equipment and components.
- .2 Arrange and pay for services of manufacturer's factory service engineer to supervise start-up of installation, check, adjust, balance and calibrate components and instruct operating personnel.
- .3 Provide these services for such period, and for as many visits as necessary to put equipment in operation, and ensure that operating personnel are conversant with aspects of its care and operation.

## **2 PRODUCTS**

### **2.1 MATERIALS AND EQUIPMENT**

- .1 Material and equipment to be CSA certified.
- .2 Factory assemble control panels and component assemblies.

### **2.2 ELECTRIC MOTORS, EQUIPMENT AND CONTROLS**

- .1 Verify installation and co-ordination responsibilities related to motors, equipment and controls, as indicated.

- .2 Control wiring and conduit: conduit, wiring and connections below 50 V which are related to control systems specified in mechanical sections and as shown on mechanical drawings.

### 2.3 WARNING SIGNS

- .1 Warning Signs: in accordance with requirements of inspection authorities, Departmental Representative and Consultant.
- .2 Porcelain enamel signs, minimum size 175 x 250 mm.

### 2.4 WIRING TERMINATIONS

- .1 Ensure lugs, terminals, screws used for termination of wiring are suitable for copper conductors.

### 2.5 EQUIPMENT IDENTIFICATION

- .1 Identify electrical equipment with nameplates and labels as follows:
  - .1 Nameplates: lamicoid 3 mm thick plastic engraving sheet, matt white finish face, black core, lettering accurately aligned and engraved into core and mechanically attached with self tapping screws.
  - .2 Sizes as follows:

NAMEPLATE SIZE			
Size	Dimensions	No. of lines	Height of letters
1	10 x 50 mm	1	3 mm
2	12 x 70 mm	1	5 mm
3	12 x 70 mm	2	3 mm
4	20 x 90 mm	1	8 mm
5	20 x 90 mm	2	5 mm
6	25 x 100 mm	1	12 mm
7	25 x 100 mm	2	6 mm

- .2 Labels :
  - .1 Use clear self adhesive labels "P-touch" type with 4 mm high black letters
  - .2 Identify circuit ID on cover plates of receptacles.
  - .3 Also, identify computer dedicated receptacle (receptacle located beside a data outlet and/or orange receptacles), receptacles dedicated to photocopiers, printers, fridges, microwaves and other equipments of such (receptacle affected by a "D").
  - .4 Identify each fluorescent lighting fixture connected on emergency with a visible red self adhesive label "P-Touch" type, with 3mm high white letters.
- .3 Wording on nameplates and labels to be approved by Departmental Representative prior to manufacture.
- .4 Allow for maximum of fifty (50) letters per nameplate and label.
- .5 Identification to be English and French.
- .6 Use one (1) nameplate for both languages.
- .7 Nameplates for terminal cabinets and junction boxes to indicate system and/or voltage characteristics.

- .8 Identify equipment with Size 3 labels engraved "ASSET INVENTORY No. [\_\_\_]" as directed by Departmental Representative.
- .9 Disconnects, starters and contactors: indicate equipment being controlled and voltage.
- .10 Terminal cabinets and pull boxes: indicate system and voltage.
- .11 Transformers: indicate capacity, primary and secondary voltages.

## 2.6 WIRING IDENTIFICATION

- .1 Identify wiring with permanent indelible identifying markings, coloured plastic tapes, on both ends of phase conductors of feeders and branch circuit wiring.
- .2 Maintain phase sequence and colour coding throughout.
- .3 Colour coding: to CSA C22.1.
- .4 "Labelling" of all branch circuit wiring including phase conductors, neutrals, to be done on both ends of all circuit wires plus in any junction and/or pull boxes located in between using self adhesive labels.

## 2.7 CONDUIT AND CABLE IDENTIFICATION

- .1 Colour code conduits, boxes and metallic sheathed cables.
- .2 Code with plastic tape or paint at points where conduit or cable enters wall, ceiling, or floor, and at 15 m intervals.
- .3 Colours: 25 mm wide prime colour and 20 mm wide auxiliary colour.

Systems	Prime Colour	Auxiliary Colour
up to 250 V	Yellow	
up to 600 V	Yellow	Green
up to 250 V (emergency)	Yellow	Red
up to 600 V (emergency)	Yellow	Green & Red
Fire alarm	Red	
Telephone	Green	
Other communication networks	Green	Blue
Emergency Voice	Red	Blue
Mechanical controls	Yellow & orange	Blue
Other Security Systems	Red	Yellow

## 2.8 FINISHES

- .1 Shop finish metal enclosure surfaces by application of rust resistant primer inside and outside, and at least two coats of finish enamel.
  - .1 Paint outdoor electrical equipment "equipment green" finish.
  - .2 Paint indoor switchgear and distribution enclosures light gray to EEMAC 2Y-1.

### **3 Execution**

#### **3.1 INSTALLATION**

- .1 Do complete installation in accordance with CSA C22.1 except where specified otherwise.
- .2 Do overhead and underground systems in accordance with CSA C22.3 No.1 except where specified otherwise.

#### **3.2 NAMEPLATES AND LABELS**

- .1 Ensure manufacturer's nameplates, CSA labels and identification nameplates are visible and legible after equipment is installed.

#### **3.3 CONDUIT AND CABLE INSTALLATION**

- .1 Install conduit and sleeves prior to pouring of concrete.
- .2 If plastic sleeves are used in fire rated walls or floors, remove before conduit installation.
- .3 Install cables, conduits and fittings to be embedded or plastered over, neatly and close to building structure so furring can be kept to minimum.

#### **3.4 LOCATION OF OUTLETS**

- .1 Do not install outlets back-to-back in wall; allow minimum 150 mm horizontal clearance between boxes.
- .2 Change location of outlets at no extra cost or credit, providing distance does not exceed 3000 mm, and information is given before installation.
- .3 Locate light switches on latch side of doors, unless notes or indicated otherwise.
  - .1 Locate disconnect devices in mechanical and elevator machine rooms on latch side of floor.

#### **3.5 MOUNTING HEIGHTS**

- .1 Mounting height of equipment is from finished floor to centreline of equipment unless specified or indicated otherwise.
- .2 If mounting height of equipment is not specified or indicated, verify before proceeding with installation.
- .3 Install electrical equipment at following heights unless indicated otherwise.
  - .1 Local switches: 1200 mm.
  - .2 Wall receptacles:
    - .1 General: 400 mm.
    - .2 Above top of continuous baseboard heater: 200 mm.
    - .3 Above top of counters or counter splash backs: 1000 mm A.F.F. or as noted.
    - .4 In mechanical rooms: 900 mm.
  - .3 Panelboards: as required by Code or as indicated.
  - .4 Telephone and Data outlets:
    - .1 General: 400 mm.
    - .2 Above top of continuous baseboard heater: 200 mm.
    - .3 Above top of counters or counter splash backs: 1000 mm A.F.F. or as noted.



- .5 Wall mounted telephone and interphone outlets: 1200 mm.
- .4 In reference with the CAN/CSA B651 BARRIER-FREE, the operable part of controls such as thermostats, electrical switches and electrical and communication wall outlets shall be:
  - .1 Located adjacent to a clear floor space which has a width of 810 mm.
  - .2 Located at a height between 400 and 1200 mm from the floor.
  - .3 Operable with one hand.
  - .4 Of a type which does not require tight grasping, pinching or twisting of the wrist.
  - .5 Operable with a force less than 22 N.

### **3.6 CO-ORDINATION OF PROTECTIVE DEVICES**

- .1 Ensure circuit protective devices such as overcurrent trips, relays and fuses are installed to required values and settings.

### **3.7 FIELD QUALITY CONTROL**

- .1 Load Balance:
  - .1 Measure phase current to panelboards with normal loads (lighting) operating at time of acceptance; adjust branch circuit connections as required to obtain best balance of current between phases and record changes.
  - .2 Measure phase voltages at loads and adjust transformer taps to within 2% of rated voltage of equipment.
  - .3 Provide upon completion of work, load balance report as directed in PART 1 - Submittals: phase and neutral currents on panelboards, dry-core transformers and motor control centres, operating under normal load, as well as hour and date on which each load was measured, and voltage at time of test.
- .2 Conduct following tests:
  - .1 Power distribution system including phasing, voltage, grounding and load balancing.
  - .2 Circuits originating from branch distribution panels.
  - .3 Lighting and its control.
  - .4 Motors, heaters and associated control equipment including sequenced operation of systems where applicable.
  - .5 Insulation resistance testing:
    - .1 Megger circuits, feeders and equipment up to 350 V with a 500 V instrument.
    - .2 Megger 350-600 V circuits, feeders and equipment with a 1000 V instrument.
    - .3 Check resistance to ground before energizing.
- .3 Carry out tests in presence of Departmental Representative.
- .4 Provide instruments, meters, equipment and personnel required to conduct tests during and at conclusion of project.
- .5 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 and pay for site visits, to review Work, as directed in PART 1 - QUALITY ASSURANCE.
- .4 Start-up of equipment shall be by manufacturer's of the equipment.
- .6 Verification requirements include:
  - .1 Materials and resources.
  - .2 Storage and collection of recyclables.
  - .3 Construction waste management.
  - .4 Resource reuse.
  - .5 Recycled content.
  - .6 Local/regional materials.
  - .7 Certified wood.
  - .8 Low-emitting materials.

**3.8 CLEANING**

- .1 Clean and touch up surfaces of shop-painted equipment scratched or marred during shipment or installation, to match original paint.
- .2 Clean and prime exposed non-galvanized hangers, racks and fastenings to prevent rusting.

**END OF SECTION**

**1 GENERAL**

**1.1 SECTION INCLUDES**

- .1 Materials and installation for wire and box connectors.

**1.2 RELATED SECTIONS**

- .1 Section 01 00 01 – General Requirements.

**1.3 REFERENCES**

- .1 Canadian Standards Association (CSA International)
  - .1 CAN/CSA-C22.2 No.18-98 (R2003), Outlet Boxes, Conduit Boxes, Fittings.
  - .2 CSA C22.2No.65-13, Wire Connectors.
- .2 Electrical and Electronic Manufacturers' Association of Canada (EEMAC)
  - .1 EEMAC 1Y-2, 1961 Bushing Stud Connectors and Aluminum Adapters (1200 Ampere Maximum Rating).
- .3 National Electrical Manufacturers Association (NEMA).

**2 PRODUCTS**

**2.1 MATERIALS**

- .1 Pressure type wire connectors to: CSA C22.2 No.65, with current carrying parts of copper sized to fit copper conductors as required.
- .2 Fixture type splicing connectors to: CSA C22.2 No.65, with current carrying parts of copper sized to fit copper conductors 10 AWG or less.
- .3 Bushing stud connectors: to EEMAC 1Y-2 to consist of:
  - .1 Connector body and stud clamp for stranded copper conductors.
  - .2 Clamp for stranded copper conductors.
  - .3 Stud clamp bolts.
  - .4 Bolts for copper bar.
  - .5 Sized for conductors and bars as indicated.
- .4 Clamps or connectors for armoured cable or flexible conduit as required to: CAN/CSA-C22.2 No.18.

**3 EXECUTION**

**3.1 INSTALLATION**

- .1 Remove insulation carefully from ends of conductors and:
- .1 Install mechanical pressure type connectors and tighten screws with appropriate compression tool recommended by manufacturer. Installation shall meet secureness tests in accordance with CSA C22.2 No.65.
  - .2 Install fixture type connectors and tighten. Replace insulating cap.
  - .3 Install bushing stud connectors in accordance with EEMAC 1Y-2.

**END OF SECTION**

## **1 GENERAL**

### **1.1 RELATED SECTIONS**

- .1 Section 26 05 20 - Wire and Box Connectors - 0 - 1000 V.

### **1.2 REFERENCES**

- .1 CSA C22.2 No .0.3-09, Test Methods for Electrical Wires and Cables.
- .2 CAN/CSA C22.2 No. 131-07(R2012), Type TECK 90 Cable.

### **1.3 PRODUCT DATA**

- .1 Submit product data.

## **2 PRODUCTS**

### **2.1 BUILDING WIRES**

- .1 Conductors: stranded for 10 AWG and larger. Minimum size: 12 AWG.
- .2 Ground wire: minimum 12 AWG
- .3 Copper conductors: size as indicated, with 600 V insulation of chemically cross-linked thermosetting polyethylene material rated RW90.

### **2.2 TECK CABLE**

- .1 Cable: to CAN/CSA-C22.2 No. 131.
- .2 Conductors:
  - .1 Grounding conductor: copper.
  - .2 Circuit conductors: copper, size as indicated.
- .3 Insulation:
  - .1 Type: ethylene propylene rubber.
  - .2 Chemically cross-linked thermosetting polyethylene rated type RW90, 1000 V.
- .4 Inner jacket: polyvinyl chloride material.
- .5 Armour: interlocking aluminum.
- .6 Overall covering: black polyvinyl chloride (PVC) heat flame and moisture resistant jacket suitable for installation in temperature down to  $-40^{\circ}\text{C}$ .
- .7 Voltage: 1000 volts.
- .8 Fastenings:
  - .1 One hole steel straps to secure surface cables 50 mm and smaller. Two hole steel straps for cables larger than 50 mm.
  - .2 Channel type supports for two or more cables at 3000 mm centers.
  - .3 Threaded rods: 6 mm dia. to support suspended channels.
- .9 Have the manufacturer install pulling eye at one end of each cable.

- .10 Connectors:
  - .1 Watertight, approved for TECK cable.

### **2.3 ARMoured CABLES**

- .1 Conductors: insulated, copper, size as indicated.
- .2 Type: AC90.
- .3 Armour: interlocking type fabricated from aluminum strip.
- .4 Connectors: one (1) or two (2) screws compression type as per manufacturer's recommendations.

### **2.4 CONTROL CABLES**

- .1 Type LVT: soft annealed copper conductors, sized as indicated, with thermoplastic insulation, outer covering of thermoplastic jacket, and armour of closely wound aluminum wire.

## **3 EXECUTION**

### **3.1 INSTALLATION OF BUILDING WIRES**

- .1 Building wire:
  - .1 Armoured shall be used throughout the building except in electrical and mechanical rooms where wiring in EMT conduit shall be used.
  - .2 Minimum wire size shall be No 12 AWG, unless otherwise specified.
  - .3 Maximum voltage drop between the furthest outlet of a fully loaded circuit and the panel to which it is connected shall not exceed 2%. Increase home run conductor size as required to reduce voltage drop to the acceptable level.
  - .4 When load or breaker ratings are greater than 15 A, the conductors shall be as indicated or of capacity equal to the load or breaker trip size as determined by the Canadian Electrical Code.
  - .5 All branch circuit connections shall be made with an approved connector applied with a proper tool.
  - .6 Do not use stranded conductors for any of the auxiliary systems, unless noted otherwise.
  - .7 All control conductors shall be stranded copper wire, colour coded and records of colour coding submitted with the record drawings.
  - .8 The wiring of the life safety systems shall be terminated on coded terminal blocks at all junction points.
  - .9 The number of wires indicated for lighting and power, alarm, signal communication, and all other auxiliary systems is intended to show the general scheme only. The required number and type of wires shall be installed in accordance with the manufacturer's diagrams and requirements, and with the requirements of the installation.

### **3.2 INSTALLATION OF TECK CABLE 0 -1000 V**

- .1 Install cables.
  - .1 Group cables wherever possible on channels.
- .2 Terminate cables in accordance with Section 26 05 20 - Wire and Box Connectors - 0 – 1000 V.
- .3 Pulling of cables:
  - .1 When under tension, cable minimum bending radius must be 16 times the cable diameter. Depending on the length and type of installation of the TECK cables, larger bending radii may be required, in order to respect the maximum lateral pressure recommended by the manufacturer.
  - .2 When pulling the TECK cables, the Contractor shall install enough well lubricated rolls (pulleys) of appropriate dimensions for the cables to be pulled, in order to support the cables in the straight section of the runs. At bends, rolls shall be located in order to respect the minimum requires radii.
  - .3 The pulling winches used shall be equipped with a dynamometer, in order to verify that the tension values on the conductors and the exterior envelop of the cables, when intermediate winches are needed, do not exceed the manufacturer's recommended values, Before pulling a cable, the Contractor shall have his pulling plan approved by the Departmental Representative and have the values calculation of the lateral pressures and tension efforts applied on that cable.
  - .4 Extreme precautions shall be taken during the installation of the TECK cables, specially for vertical runs in order to prevent that cables tend to fall under their own weights and bend with smaller radii than those recommended
  - .5 Any damaged cable will have to be completely replaced by the Contractor at the Contractor's expenses.
- .4 Cables shall be spaced to permit adequate ventilation. When installed, cables radius shall be over 12 times the cables diameters.
- .5 Run cables parallel or perpendicular to construction lines.
- .6 All openings in walls for the cables shall be complete with metallic frames and filled with sealant.
- .7 Required lengths of cables shall not be taken on drawings but shall be measured on site.
- .8 Attach cables to the supports and grid with metal clamps; nuts and bolts to be within support channels.
- .9 When a feeder is composed of two (2) cables installed in parallel, make sure that both cables have exactly the same length same length and confirm it in writing to the Departmental Representative.

### **3.3 INSTALLATION OF ARMoured CABLES**

- .1 Group cables wherever possible.
- .2 Terminate cables in accordance with Section 26 05 20 - Wire and Box Connectors - 0 - 1000 V.

**3.4            INSTALLATION OF CONTROL CABLES**

- .1        Install control cables in conduit.
- .2        Ground control cable shield.

**END OF SECTION**



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**1 GENERAL**

**1.1 RELATED SECTIONS**

- .1 Section 26 05 00 - Common Work Results - Electrical.

**1.2 REFERENCES**

- .1 American National Standards Institute (ANSI)/Institute of Electrical and Electronics Engineers (IEEE)
  - .1 ANSI/IEEE 837-2002, Qualifying Permanent Connections Used in Substation Grounding.
- .2 Canadian Standards Association, (CSA International).

**2 PRODUCTS**

**2.1 EQUIPMENT**

- .1 Clamps for grounding of conductor: size as required to electrically conductive underground water pipe.
- .2 Grounding conductors: bare stranded copper, soft annealed, size as indicated.
- .3 Insulated grounding conductors: green.
- .4 Ground bus: copper, size as indicated, complete with insulated supports, fastenings, connectors.
- .5 Non-corroding accessories necessary for grounding system, type, size, material as indicated, including but not necessarily limited to:
  - .1 Grounding and bonding bushings.
  - .2 Protective type clamps.
  - .3 Bolted type conductor connectors.
  - .4 Thermit welded type conductor connectors.
  - .5 Bonding jumpers, straps.
  - .6 Pressure wire connectors.

**3 EXECUTION**

**3.1 INSTALLATION GENERAL**

- .1 Install complete permanent, continuous grounding system including, electrodes, conductors, connectors, accessories. Where EMT is used, run ground wire in conduit.
- .2 Install connectors in accordance with manufacturer's instructions.
- .3 Protect exposed grounding conductors from mechanical injury.
- .4 Use mechanical connectors for grounding connections to equipment provided with lugs.
- .5 Soldered joints not permitted.

- .6 Install bonding wire for flexible conduit, connected at one end to grounding bushing, solderless lug, clamp or cup washer and screw. Neatly cleat bonding wire to exterior of flexible conduit.
- .7 Install flexible ground straps for bus duct enclosure joints, where such bonding is not inherently provided with equipment.
- .8 Install separate ground conductor to outdoor lighting standards.
- .9 Connect building structural steel and metal siding to ground by welding copper to steel.
- .10 Bond single conductor, metallic armoured cables to cabinet at supply end, and provide non-metallic entry plate at load end.
- .11 Ground secondary service pedestals.

### **3.2 EQUIPMENT GROUNDING**

- .1 Install grounding connections to typical equipment included in, but not necessarily limited to following list. Service equipment, transformers, switchgear, duct systems, frames of motors, motor control centres, starters, control panels, building steel work, generators, elevators and escalators, distribution panels, outdoor lighting and kitchen equipment.

### **3.3 GROUNDING BUS**

- .1 Install copper grounding bus mounted on insulated supports on wall of electrical room and in boiler room near new distribution panel DP-2.
- .2 Ground items of electrical equipment in electrical room and boiler room to ground bus with individual bare stranded copper connections size 2/0 AWG.

### **3.4 COMMUNICATION SYSTEMS**

- .1 Install grounding connections for telephone, fire alarm, intercommunication systems as follows:
  - .1 Telephones: make telephone grounding system in accordance with telephone company's requirements.
  - .2 Fire alarm, intercommunication systems as indicated on drawings and in these specifications.

### **3.5 FIELD QUALITY CONTROL**

- .1 Perform tests in accordance with Section 26 05 00 - Common Work Results - Electrical.
- .2 Perform ground continuity and resistance tests using method appropriate to site conditions and to approval of Departmental Representative and local authority having jurisdiction over installation.
- .3 Perform tests before energizing electrical system.
- .4 Disconnect ground fault indicator during tests.
- .5 Supply and pay for instruments, meters, equipment and personnel required to conduct test during and at conclusion of project.
- .6 Provide test records to Departmental Representative.

**END OF SECTION**

## **1 GENERAL**

### **1.1 SHOP DRAWINGS AND PRODUCT DATA**

- .1 Submit shop drawings and product data for cabinets.

## **2 PRODUCTS**

### **2.1 SPLITTERS**

- .1 Sheet metal enclosure, welded corners and formed hinged cover suitable for locking in closed position.
- .2 Connection bars to match required size and number of incoming and outgoing conductors as indicated.
- .3 At least three spare terminals on each set of lugs in splitters less than 400 A.

### **2.2 JUNCTION AND PULL BOXES**

- .1 Welded steel construction with screw-on flat covers for surface mounting.
- .2 Covers with 25 mm minimum extension all around, for flush-mounted pull and junction boxes.

### **2.3 CABINETS**

- .1 Type E: sheet steel, hinged door and return flange overlapping sides, handle, lock and catch, for surface mounting.
- .2 Type T: sheet steel cabinet, with hinged door, latch, lock, 2 keys, containing 19 mm fir plywood backboard for surface mounting.

## **3 EXECUTION**

### **3.1 SPLITTER INSTALLATION**

- .1 Install splitters and mount plumb, true and square to the building lines.
- .2 Extend splitters full length of equipment arrangement except where indicated otherwise.

### **3.2 JUNCTION, PULL BOXES AND CABINETS INSTALLATION**

- .1 Install pull boxes in inconspicuous but accessible locations.
- .2 Mount cabinets with top not higher than 2 m above finished floor.
- .3 Install terminal block as indicated in Type T cabinets.
- .4 Only main junction and pull boxes are indicated. Install pull boxes so as not to exceed 30 m of conduit run between pull boxes.

**3.3 IDENTIFICATION**

- .1 Provide equipment identification in accordance with Section 26 05 00 - Common Work Results - Electrical.
- .2 Install size 2 identification labels indicating system name, voltage and phase.

**END OF SECTION**

## **1 General**

### **1.1 SECTION INCLUDES**

- .1 Diesel engine driven generator from one Manufacture for the following sizes and locations:
  - .1 200KW, 120/208V Generator c/w one 600A ATS to be delivered to site 2 weeks after shop drawing approval.

### **1.2 REFERENCES**

- .1 American National Standards Institute (ANSI)/National Electrical Manufacturers' Association (NEMA):
  - .1 ANSI/NEMA MG 1-2011, Motors and Generators.
- .2 Canadian Standards Institute (CSA):
  - .1 CSA C282-09, Emergency Electrical Power Supply for Buildings.
- .3 International Organization for Standardization (ISO):
  - .1 ISO 3046-1-2002, Reciprocating Internal Combustion Engines – Performance – Part 1: Declarations of power, fuel and lubricating oil consumptions, and test methods.
- .4 National Fire Protection Association (NFPA):
  - .1 NFPA 110, Standard for Emergency and Standby Power Systems, 2013 Edition.
- .5 Underwriters' Laboratories of Canada (ULC):
  - .1 UL 142-2006, Steel Aboveground Tanks for Flammable and Combustible Liquids.
  - .2 UL 508-2002, Standard for Power Conversion Equipment.
- .6 Canadian Standards Association (CSA)
  - .1 CSA C282-09 Emergency Electrical Power Supply for Buildings.

### **1.3 SYSTEM DESCRIPTION**

- .1 Generating system consists of:
  - .1 Diesel engine.
  - .2 Diesel engine accessories.
  - .3 Baseplate and Drip Pan.
  - .4 Governor.
  - .5 Starting Motors.
  - .6 Generator and Exciter.
  - .7 Voltage Regulator and Accessories.
  - .8 Alternator.
  - .9 Unit Mounted Control panel CSA-C282 .
  - .10 Automatic transfer equipment .
  - .11 Main Breakers 100% Rated .
  - .12 Battery charger and battery.
  - .13 Engine ventilation system.
  - .14 Fuel supply system.
  - .15 Engine Exhaust system.
  - .16 Engine Cooling System

- .17 Motorized Dampers to meet 10°C.
  - .18 Steel mounting base.
  - .19 Space Heater
  - .20 60A distribution panel with circuits to feed block heater, battery charger, damper motors, etc
  - .21 Vibration Isolators to meet seismic requirements.
  - .22 24 hour Dual Wall Sub-Base Fuel Tank.
  - .23 Sound Attenuated Generator Enclosure.
  - .24 EPA Tier III Certified
  - .25 Factory CSA Approval.
- .2 System designed to operate as Emergency Standby CAN/CSA C282.

#### **1.4 SHOP DRAWINGS**

- .1 Submit shop drawings in accordance with the general conditions.
- .2 Mark each data sheet with the appropriate Generator type designation, location, and accessory for this project.
- .3 Include:
- .1 Engines from one manufacture: make and model, with performance curves.
  - .2 Alternator: make and model.
  - .3 Voltage regulator: make, model and type.
  - .4 Automatic transfer switch: make, model and type.
  - .5 Battery: make, type and capacity.
  - .6 Battery charger: make, type and model.
  - .7 Alternator control panel: make and type of meters and controls.
  - .8 Governor type and model.
  - .9 Sound Attenuated Generator Enclosure.
  - .10 24 Hour Dual Wall Sub-base Fuel Tank.
  - .11 Dimensioned drawing showing complete generating set mounted on steel base, including vibration isolators, exhaust system, drip trays, and total weight including enclosure.
  - .12 Generator Emissions Values.

#### **1.5 EQUIPMENT SUBSTITUTION**

- .1 All equipment supplied shall be exactly as specified herein.
- .2 When materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the bid shall be based on the use of the named materials. During the solicitation period, alternative materials may be considered provided full technical data is received in writing by the Contracting Officer at least 10 calendar days prior to the solicitation closing date.
- .3 All equivalency decisions made by the Engineer will be final. The burden of proof of equivalent products both in terms of performance, quality, and delivery schedule shall be on the Distributor.

#### **1.6 CLOSEOUT SUBMITTALS**

- .1 Provide operation and maintenance data for diesel generator for incorporation into manual specified in Section.

- .2 Include in Operation and Maintenance Manual instructions for particular unit supplied and not general description of units manufactured by supplier and:
  - .1 Operation and maintenance instructions for engine, alternator, control panel, automatic transfer switch, battery charger, battery, fuel system, enclosure room ventilation system, exhaust system and accessories, to permit effective operation, maintenance and repair.
  - .2 Technical data:
    - .1 Illustrated parts lists with parts catalogue numbers.
    - .2 Schematic diagram of electrical controls.
    - .3 Flow diagrams for:
      - .1 Fuel system.
      - .2 Lubricating oil.
      - .3 Cooling system.
    - .4 Certified copy of factory test results.
    - .5 Maintenance and overhaul instructions and schedules.
    - .6 Precise details for adjustment and setting of time delay relays or sensing controls which require on site adjustment.

#### **1.7 WASTE MANAGEMENT AND DISPOSAL**

- .1 Remove from site and dispose of all packaging materials at appropriate recycling facilities.
- .2 Place materials defined as hazardous or toxic in designated containers.

#### **1.8 WARRANTY**

- .1 Guarantee that all materials are first-class and proper for their intended use. Further guarantee is required on all materials and workmanship for a period of 24 months or 3000 run-hours from date of acceptance. Make any repairs at no extra cost during this warranty period so that all equipment operates properly.

#### **1.9 TRAINING**

- .1 The vendor shall provide a training program for designated staff of maximum duration of four (4) hours and training program shall be conducted on each site. The vendor shall provide the appropriate staff resources necessary to accommodate the training program and the program shall include, but not be limited to the following training categories:
  - .1 Generator fuel line.
  - .2 Safety procedures.
  - .3 Startup and shutdown.
  - .4 Electrical connection and disconnection.
  - .5 Preventive maintenance requirements.
  - .6 Basic operation and front panel control.

#### **1.10 EXTRA MATERIALS**

- .1 Include:
  - .1 Two (2) lube oil filter replacement elements.
  - .2 Two (2) Fuel Filters.
  - .3 Two (2) air cleaner filter elements.
  - .4 Two (2) sets of fuses for control panel.
  - .5 Special tools for unit servicing.

## **2 Products**

### **2.1 GENERAL**

- .1 The Generator and Remote Transfer Switch shall be delivered as a complete package including genset, and sound attenuated enclosure to each site.

### **2.2 GENERATOR SET**

- .1 The unit to be rated for continuous duty at and shall be self-contained and delivered in a ready to start state.
- .2 The unit to be outfitted with mounted radiator complete with blower (pusher) fan cooling designed to operate in a maximum ambient temperature of 50°C.
- .3 Generator to be mounted on a fabricated, all welded, baseplate assembly complete with anti-vibration mountings located between the genset and the baseplate. Air discharge to be achieved via vertical discharge chute for appropriate sound attenuation.
- .4 Supply the unit with lead-acid heavy duty battery, integral charger unit, cables and battery tray. The battery shall be of sufficient capacity to provide minimum of three (3) full cycle starts. The battery charger shall be mounted within the control panel cubicle.
- .5 Supply the unit with integral starter and charge alternator, mechanical governor, silencer, engine block heater, air filter with replaceable cartridge and 600A-3P, 208V circuit breaker. The starter shall utilize an electric, dc, starting motor (positive engagement) of sufficient capacity to crank the engine at starting speed for 60 seconds without overheating.
- .6 Unit to be equipped with stop switch. Stop switch to be mounted in enclosure.

### **2.3 SOUND ATTENUATED ENCLOSURE**

- .1 The generator system shall be fitted with a complete sound attenuated enclosure, which shall surround and form an integrated part of the generator assembly. The enclosure shall be not larger than 1200mmW x 3811mmL
- .2 The enclosure shall be suitable for the complete protection of the generator system from prevailing climatic conditions.
- .3 The enclosure shall be comprised of modular structure panels constructed of minimum 12 gauge sheet steel. The enclosure structure shall be properly primed and painted with a minimum of two (2) coats of industrial enamel to ensure high-corrosion resistance. Flexible seals shall be provided between body sections.
- .4 The enclosure shall be fitted with a minimum of four (4) doors properly located for maintenance and service access to the enclosed generator set. Each door will be fitted with anodized aluminum alloy hinges and a rubber seal. All doors will be lockable and keyed alike. A lockable access door will be provided for the control panel.
- .5 Sound attenuation: the generator silencer shall be located within the exhaust air discharge chute located in front of the radiator. The enclosure shall be lined with minimum 40 mm foam insulation for sound attenuation. The air intake shall be situated in door openings complete with a foam insulated noise baffling system. Sound hoods on the ends of the enclosure are not acceptable. The enclosure shall be sound proofed such that the measured sound emission shall not exceed 71.5 DBA at a distance of 7 metres from the enclosure, while the generator is operating at 100% load.



- .6 The enclosure shall be fitted with a central lifting eye or dual lifting points suitably tested and approved.
- .7 The enclosure shall permit access to fuel, oil and battery through the lockable doors.
- .8 The enclosure shall be equipped with 30a breaker panel complete with breakers for block heater, etc.
- .9 The enclosure shall be suitable for 120/240V,30A breaker panel c/w breakers for 1-block heater, 1-light, 1-service receptacle.
- .10 Exhaust pipe shall be extended 457 mm above the sound attenuated enclosure.
- .11 Provide motorized louvers to minimize air flow through the enclosure when generator set is not operating (no external hoods allowed) to maintain a temperature at 10 deg C.

## **2.4 BASE FUEL TANK**

- .1 Provide a dual wall fuel tank base within the generator enclosure set with a capacity for 24 hour backup at full load.
- .2 The tank is to be double wall to provide leak containment protection.
- .3 Include the following features:
  - .1 Lockable fill cap.
  - .2 Fuel level gauge.
  - .3 Multiple selectable ports.
  - .4 Venting to meet ULC S601 in both the primary and secondary containments.
  - .5 Weatherproof secondary containment.
  - .6 Low fuel alarm contact(to be monitored by BAS).
  - .7 Leak detection alarm contact(to be monitored by BAS).
  - .8 High level float switch.
- .4 The tank shall be pressure tested for leaks prior to shipping and have all necessary venting per ULC S601, CSA B139 and UL of Canada.

## **2.5 CONTROL PANEL**

- .1 The generator control panel will be totally enclosed and mounted behind an access door. The access door will be fitted with a tempered glass-viewing window for visual access to control panel. The control panel will be satisfactory isolated from engine vibration.
- .2 Control panel to contain following equipment: wiring, terminals, nameplates, fuses, etc., necessary to form complete and well designed control and instrumentation section including ventilating openings. Control switches and instrumentation to be illuminated for night time operation.
- .3 Microprocessor based, with alarms, shutdowns and annunciation to minimum NFPA 110 Level 1 standards. Provide digital ac metering for monitoring output voltage, frequency and amperage plus digital engine gauge display for oil pressure, engine temperature, accumulated engine run-hours, tachometer and battery voltage. Certified to UL #508 industrial control equipment standards.
- .4 Inspection light, incandescent explosion proof lamp, c/w service duplex receptacle fed with normal power.

## 2.6 REMOTE AUTOMATIC TRANSFER SWITCH

- .1 Materials and installation for automatic load transfer equipment which can monitor voltage on three phases of normal power supply, initiate cranking of standby generator unit, transfer loads and shut down standby unit as follows:
  - .1 Ratings as indicated in 1.1.
  - .2 Insulator backing.
  - .3 Engine starting contacts.
  - .4 Alarm starting contacts.
  - .5 Alarm contacts (fire alarm).
  - .6 Control indicators.
  - .7 Type 1 enclosure (wall mounted).
  - .8 Single door with removable hinge and lock hasp.
  - .9 Finish: gray.
  - .10 Standard warranty.
  - .11 LED standard control indicator:
    - .1 Load.
    - .2 Normal.
    - .3 Emergency.
    - .4 Transfer switch test.
    - .5 Set engine – exerciser.
  - .12 CSA.
  - .13 Rated as per gen-set output voltage and amperage ( 600A, 120/208V minimum).
  - .14 Non Bypass
  - .15 Contactor style c/w inphase monitor
  - .16 ASCO or approved alternate

## 2.7 SOURCE QUALITY CONTROL

- .1 Factory test generator set including engine, alternator, control panels and accessories in presence of client.
- .2 Test: with 100 % rated load, operate set for 4 hours, taking readings at 30 min. intervals, and record the following:
  - .1 Time of reading.
  - .2 Running time.
  - .3 Ambient temp in °C.
  - .4 Lube oil pressure.
  - .5 Lube oil temp.
  - .6 Engine coolant temp.
  - .7 Frequencies in Hz.
  - .8 Power factor.
  - .9 Battery charger current in amperage.
  - .10 Battery voltage.

## 2.8 ACCEPTABLE MANUFACTURERS

- .1 SDMO or approved alternate.

**3 Execution**

**3.1 FIELD QUALITY CONTROL**

- .1 Notify Client 10 working days in advance of test date.
- .2 The manufacturer shall coordinate the installation and complete all tests with the installation contractor. The manufacturer shall provide a certificate attesting that the generator installation and operation has been installed, tested on site, and functioning according to CAN/CSA C282 – Emergency Electrical Supply for Buildings. All test sheets to be included in the operations and maintenance manual.
- .2 After the above testing has been completed Schedule the following demonstration with the client:
  - .1 Unit start, transfer to load, re-transfer to normal power, unit shut down, on "Automatic" control.
  - .2 Unit start and shut down on "Manual" control
  - .3 Unit start and transfer on "Test" control.
  - .4 Unit start on "Engine start" control.
  - .5 Operation of automatic alarms and shut down devices.
- .3 Run unit on building load for minimum period of 1 hour to show load carrying ability, stability of voltage and frequency.
- .4 At end of test run, check battery voltage to demonstrate battery charger has returned battery to fully charged state.

**END OF SECTION**



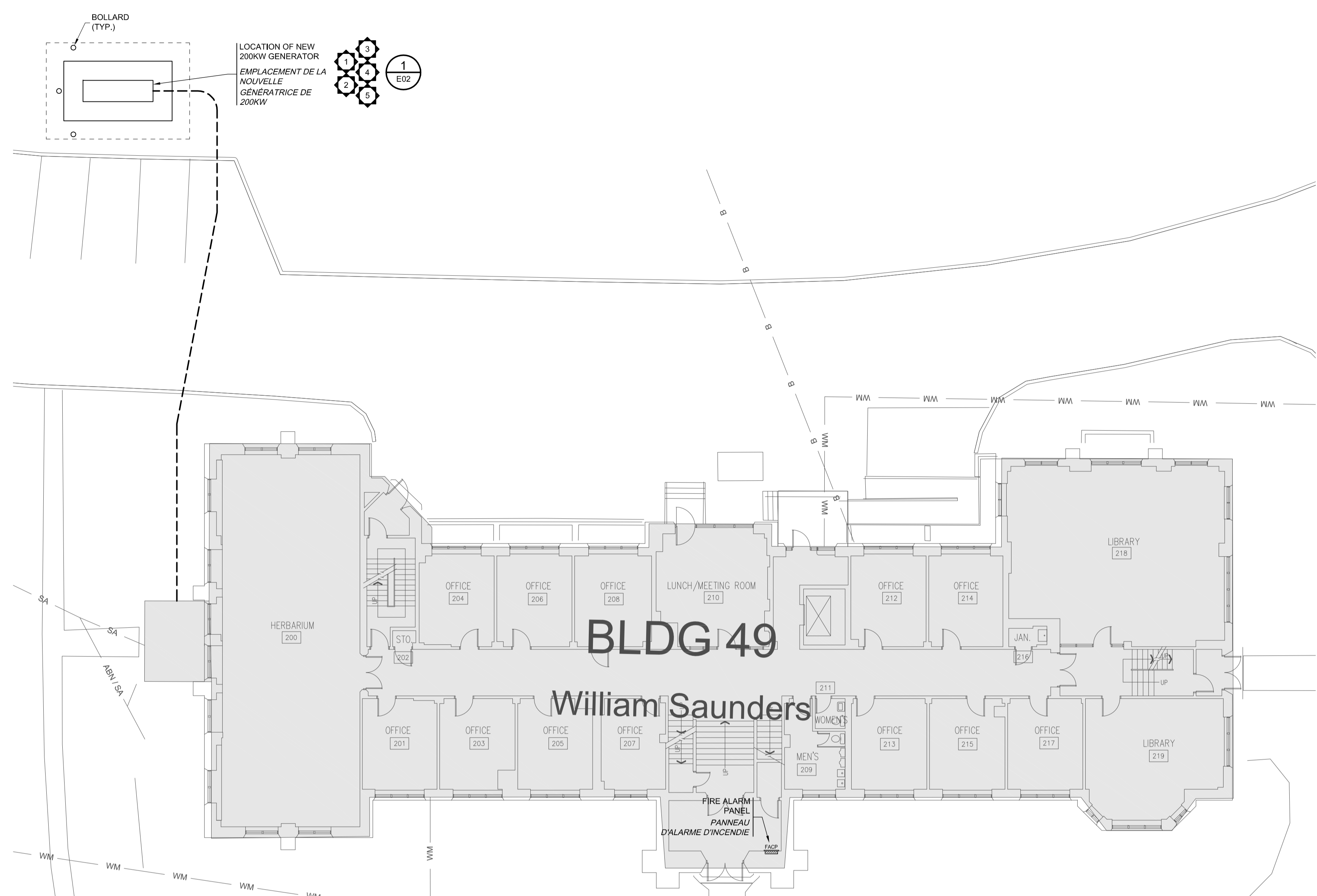
Contractor to verify all dimensions & conditions on site and immediately notify the engineer of all discrepancies.

- ### GENERAL NOTES:
- EXCEPT AS NOTED OTHERWISE, ALL EXISTING EQUIPMENT TO BE DEMOLISHED IS SHOWN IN THICK DASHED LINES.
  - EXCEPT AS NOTED OTHERWISE ALL EXISTING EQUIPMENT TO BE RELOCATED IS SHOWN IN THICK DASHED LINES AND IS MARKED WITH THE LETTER 'R'.
  - EXCEPT AS NOTED OTHERWISE, ALL EXISTING EQUIPMENT TO REMAIN IS SHOWN IN THIN SOLID LINES.
  - EXCEPT AS NOTED OTHERWISE, ALL NEW EQUIPMENT IS SHOWN IN THICK SOLID LINES.
  - ELECTRICAL CONTRACTOR IS RESPONSIBLE TO VERIFY EXISTING INSTALLATION ON SITE AND CONFIRM ALL EXISTING CIRCUITS TO BE DEMOLISHED OR REUSED.
  - THE ELECTRICAL DUCTS FROM THE GENERATOR TO THE BUILDING ARE TO LEAVE THROUGH THE BASE OF THE GENERATOR INTO THE SLAB AND INSTALLED UNDER GROUND. SURFACE MOUNTED CONDUITS ON THE GENERATOR PAD ARE NOT ALLOWED. CONTRACTOR TO COORDINATE THE GENERATOR CABLE ENTRANCE WITH THE GENERATOR SHOP DRAWINGS.

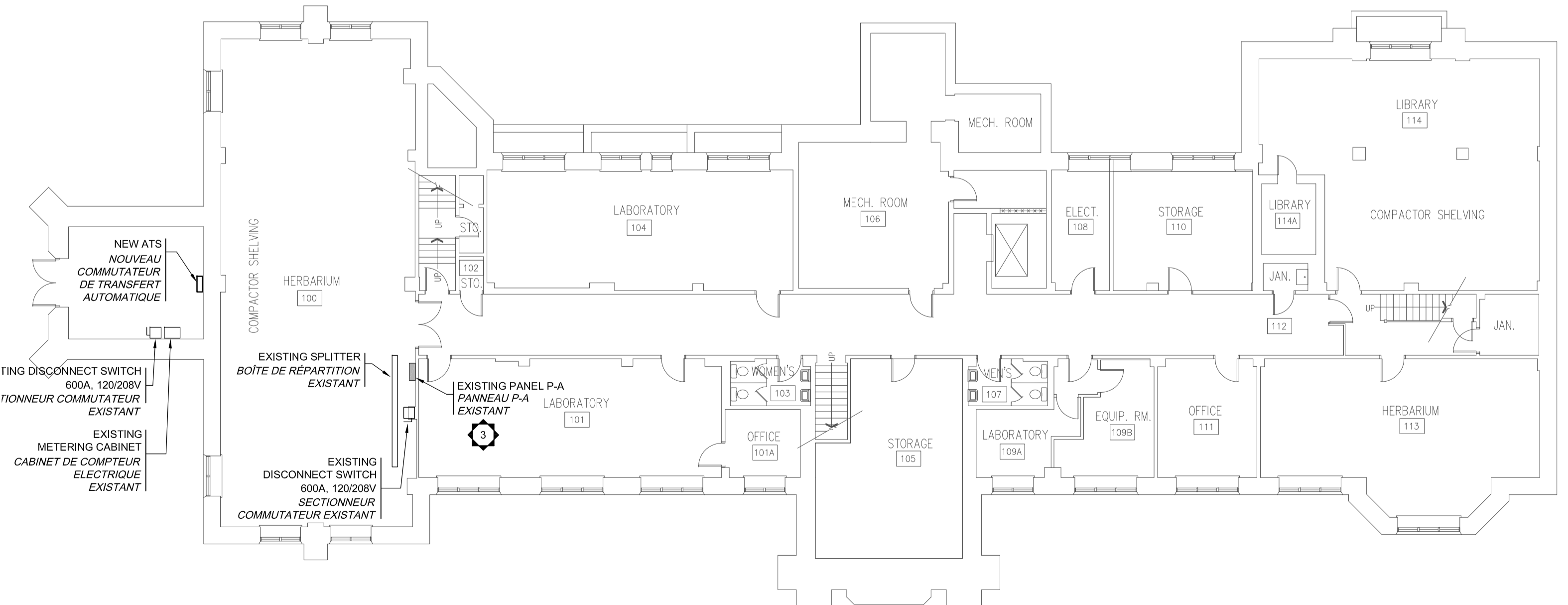
- ### SPECIFIC NOTES:
- CONTRACTOR TO INSTALL THE NEW 200KW GENERATOR & ATS's. ENSURE GENERATOR FUEL TANK IS FULL AFTER THE TESTING AND COMMISSIONING ARE COMPLETED.
  - CONTRACTOR TO INSTALL A 2(4x250MCM+GRN IN 100mmC) FOR THE EMERGENCY FEEDER AND A 4x#14+GRD IN 27mmC FOR VOLTAGE SENSING AND ENGINE START CIRCUIT BETWEEN THE GENERATOR AND ATS. EXACT ROUTING TO BE DETERMINED ONSITE.
  - CONTRACTOR TO INSTALL A 2-POLE 30A BREAKER IN PANEL ?? (TO MATCH EXISTING) AND TO INSTALL A 3x#8+GRD IN 27mmC FROM PANEL ?? TO THE GENERATOR FOR GENERATOR MAINTENANCE POWER.
  - CONTRACTOR TO INSTALL 4x#14+GRD IN 27mmC FROM THE GENERATOR TO THE FIRE ALARM PANEL FOR GENERATOR RUN AND GENERATOR TROUBLE. TEST AND VERIFY AS PER CANULC 537.
  - CONTRACTOR TO INSTALL A 2/0 AWG GROUND CONDUCTOR FROM THE GENERATOR FRAME TO THE BUILDING GROUND.

- ### LES NOTES GÉNÉRALES:
- SAUF D'ÊTRE INDIQUÉ AU CONTRAIRE, TOUS LES ÉQUIPEMENTS EXISTANTS À ÊTRE DÉMOLIR SONT INDIQUÉS PAR UN LIGNE ÉPAIS POINTILLÉ.
  - SAUF D'ÊTRE INDIQUÉ AU CONTRAIRE, TOUS LES ÉQUIPEMENTS À ÊTRE DÉPLACER SONT INDIQUÉS PAR UN LIGNE ÉPAIS POINTILLÉ AVEC LA LETTRE 'R'.
  - SAUF D'ÊTRE INDIQUÉ AU CONTRAIRE, TOUS LES ÉQUIPEMENTS À CONSERVER SONT INDIQUÉS PAR UN LIGNE MINCE.
  - SAUF D'ÊTRE INDIQUÉ AU CONTRAIRE, TOUS LES ÉQUIPEMENTS NOUVEAUX SONT INDIQUÉS PAR UN LIGNE.
  - LE CONTRACTEUR ÉLECTRIQUE EST RESPONSABLE DE VÉRIFIER L'INSTALLATION EXISTANTE SUR LE CHANTIER ET CONFIRMER TOUS LES CIRCUITS EXISTANTS QUI DOIVENT ÊTRE DÉMOLIR OU RÉUTILISER.
  - LES CONDUITS ÉLECTRIQUES À PARTIR DE LA GÉNÉRATRICE JUSQU'AU BÂTIMENT DOIVENT TRAVERSER DE LA BASE DE LA GÉNÉRATRICE DANS LA DALLE INSTALLÉES SOUS TERRE. LES CONDUITS MONTÉS SUR LA SURFACE DU DALLE DU GÉNÉRATRICE SONT INTERDITS. LE CONTRACTEUR À COORDONNER L'ENTRÉE DES CÂBLES DE LA GÉNÉRATRICE AVEC LES DESSINS D'ATELIER DU GÉNÉRATRICE.

- ### LES NOTES SPÉCIFIQUES:
- L'ENTREPRENEUR DOIT INSTALLER LA NOUVELLE GÉNÉRATRICE DE 200KW ET LE COMMUTATEUR DE TRANSFERT AUTOMATIQUE. LE CONTRACTEUR DOIT S'ASSURER QUE LE RÉSERVOIR DE CARBURANT DE LA GÉNÉRATRICE EST PLEIN APRÈS QUE LES ESSAIS ET LA MISE EN MARCHÉ DU GÉNÉRATRICE SONT TERMINÉES.
  - L'ENTREPRENEUR DOIT INSTALLER 2(4x250MCM+MALT DANS UN CONDUIT DE 100mm) POUR CÂBLAGE D'URGENCE ET 4 CÂBLES x #14 + MALT DANS UN CONDUIT DE 27mm POUR LA SURVEILLANCE DU VOLTAGE ET LE SIGNAL DE DÉMARRAGE ENTRE LA GÉNÉRATRICE ET LE COMMUTATEUR DE TRANSFERT AUTOMATIQUE. L'ACHEMINEMENT EXACT DOIT ÊTRE DÉTERMINÉ AU CHANTIER.
  - L'ENTREPRENEUR DOIT INSTALLER UN DISJONCTEUR DE 30A, 2-POLE DANS LE PANNEAU ?? (DOIT CORRESPONDRE À L'EXISTANT) ET DOIT INSTALLER 3 CÂBLES #8+MALT DANS UN CONDUIT DE 27mm À PARTIR DU PANNEAU ?? JUSQU'AU GÉNÉRATRICE POUR UNE CHARGE ÉLECTRIQUE POUR L'ENTRETIEN DU GÉNÉRATRICE.
  - L'ENTREPRENEUR DOIT INSTALLER 4 CÂBLES #14+MALT DANS UN CONDUIT DE 27mm À PARTIR DU GÉNÉRATRICE JUSQU'AU PANNEAU D'ALARME D'INCENDIE POUR INDIQUER LE FONCTIONNEMENT DE LA GÉNÉRATRICE ET LE TROUBLE DE GÉNÉRATRICE. VÉRIFIER ET TESTER SELON CANULC 537.
  - L'ENTREPRENEUR DOIT INSTALLER UN CONDUCTEUR DE #2/0AWG MALT À PARTIR DU L'ENCADREMENT DU GÉNÉRATRICE JUSQU'AU MISE À LA TERRE DU BÂTIMENT.

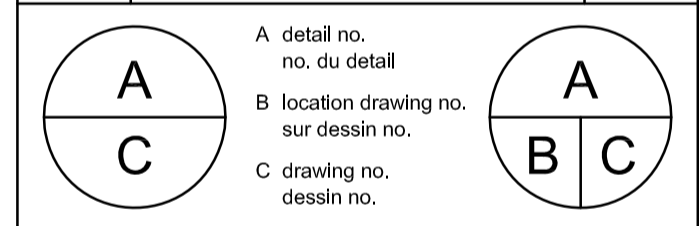


**1**  
E01  
BLDG 49 - GROUND LEVEL SITE PLAN  
BÂTIMENT 49 - PLAN D'IMPLANTATION AU NIVEAU DU REZ-DE-CHAUSSEÉ  
1:150  
0 2.5m 5m 7.5m 12.5m



**2**  
E01  
BLDG 49 - BASEMENT LEVEL PLAN  
BÂTIMENT 49 - PLAN DU SOUS SOL  
1:150  
0 1.5m 3m 4.5m 7.5m

04		
03		
02		
01	ISSUED FOR TENDER	2014-09-26
revisions	description	date



project  
**CENTRAL EXPERIMENTAL FARM EMERGENCY GENERATOR**

drawing  
**ELECTRICAL PLAN  
PLAN ÉLECTRIQUE**

Designed By	D.G.	Conçu par	
Date		(yyyy/mm/dd)	
Drawn By	G.G.	Dessiné par	
Date		(yyyy/mm/dd)	
Reviewed By	C.S.	Examiné par	
Date		(yyyy/mm/dd)	
Approved By		Approuvé par	
Date		(yyyy/mm/dd)	
Tender		Soumission	
Project Manager		Administrateur de projets	
Project no.		No. du projet	
			<b>141-20932-00</b>
Drawing no.		No. du dessin	
			<b>E01</b>



Contractor to verify all dimensions & conditions on site and immediately notify the engineer of all discrepancies.

04		
03		
02		
01	ISSUED FOR TENDER	2014-09-26
revisions	description	date

A	A detail no. no. du détail	A
C	B location drawing no. sur dessin no.	B
	C drawing no. dessin no.	C

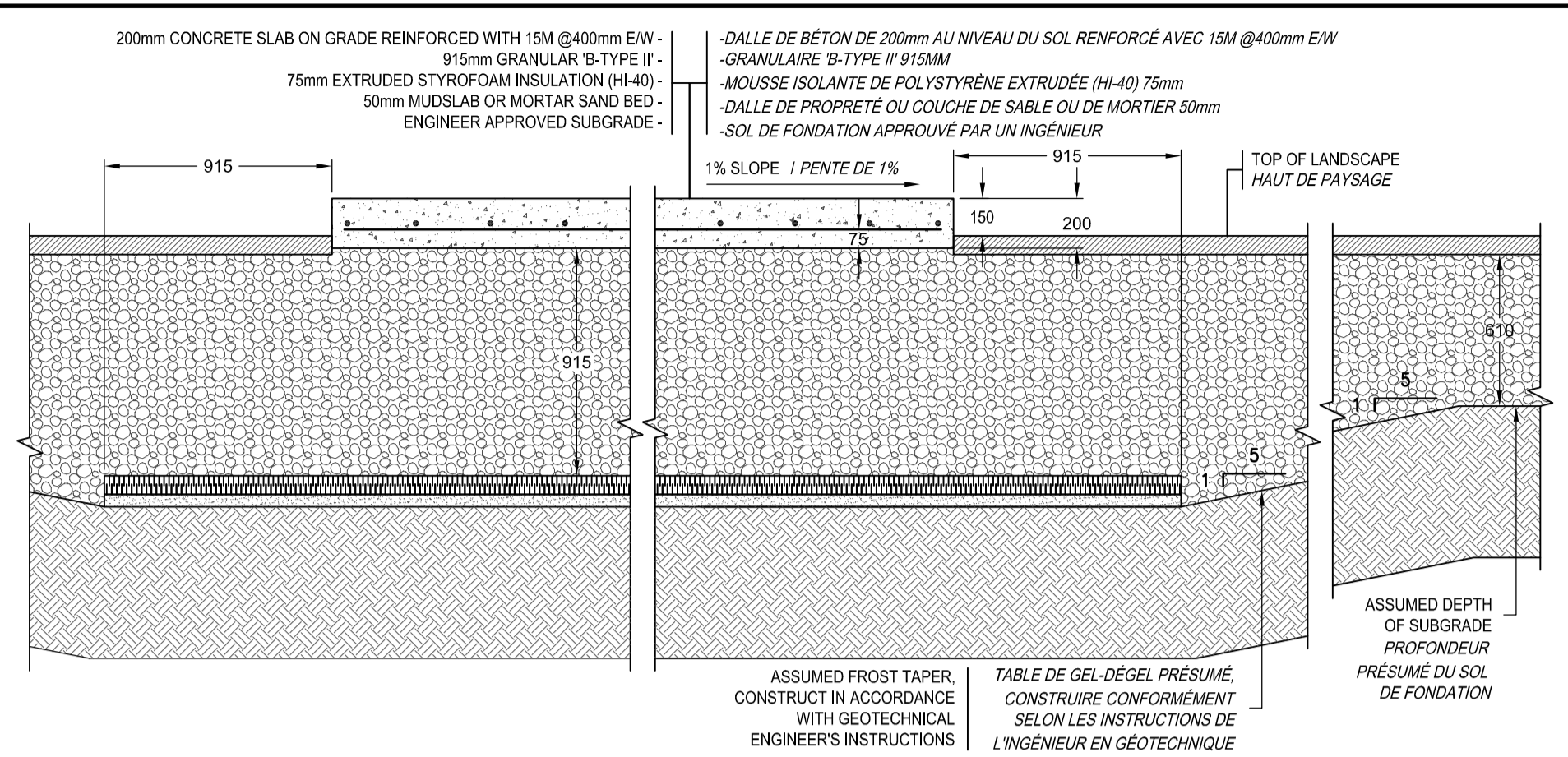
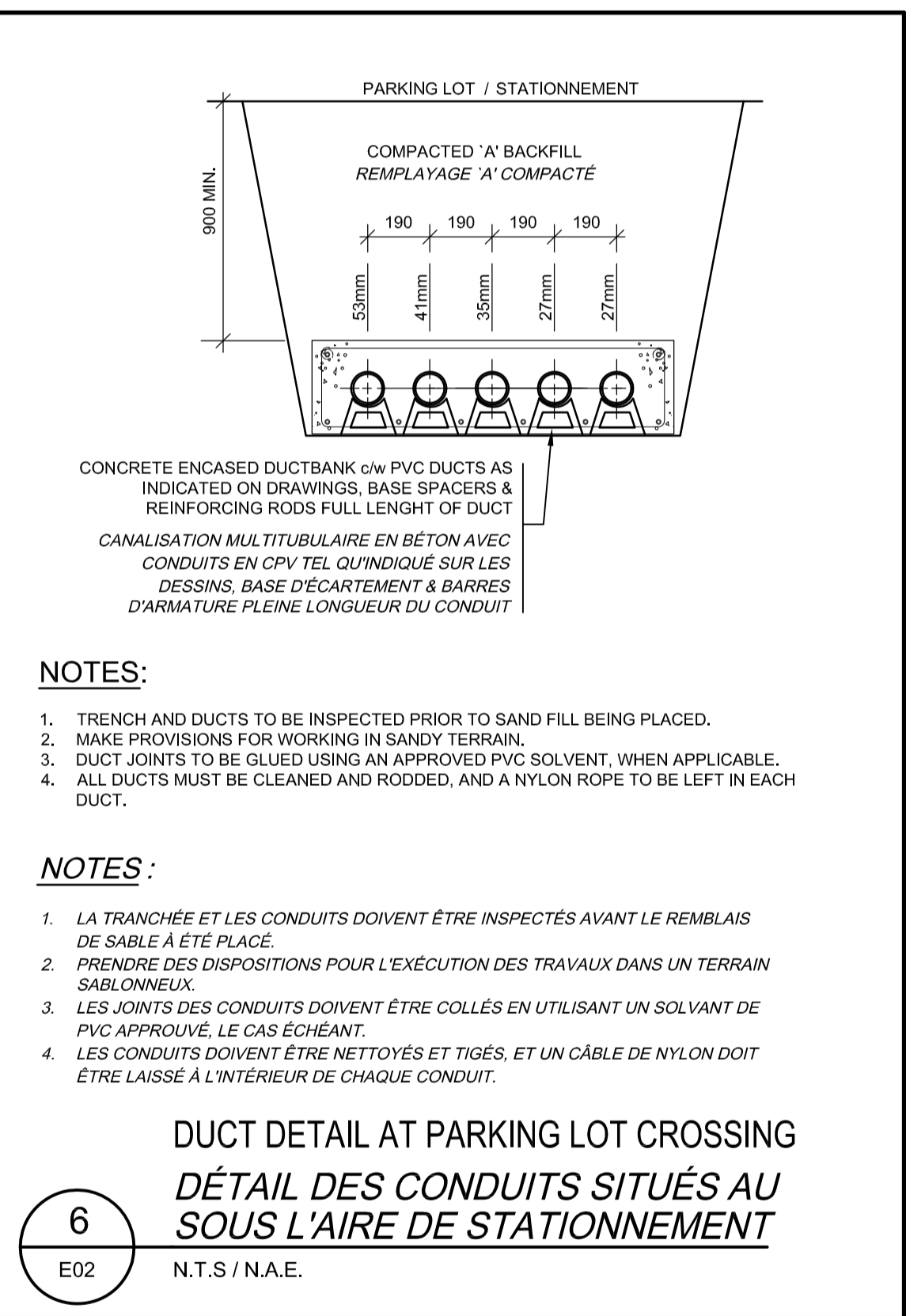
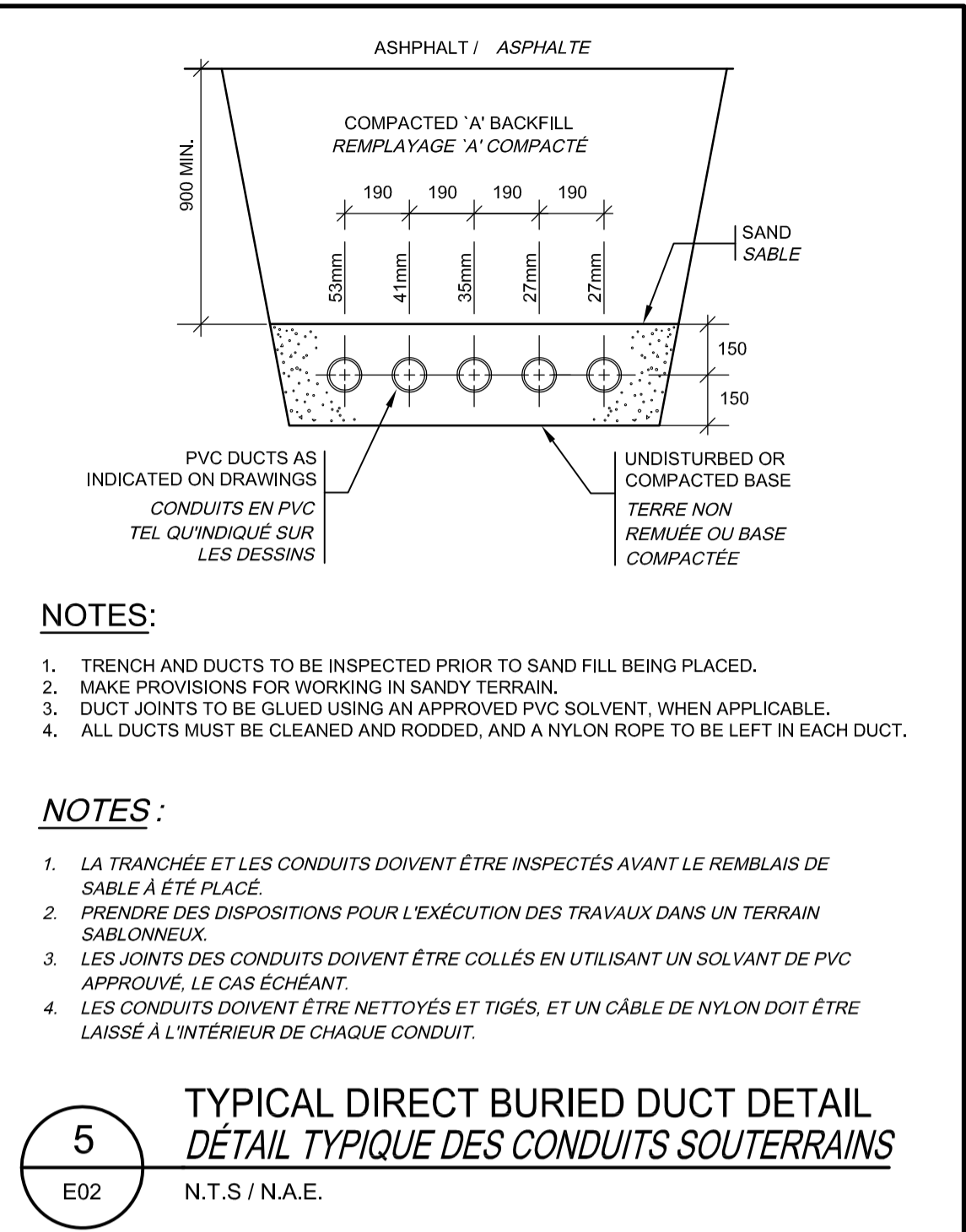
project project

**CENTRAL EXPERIMENTAL FARM EMERGENCY GENERATOR**

drawing dessin

**DETAILS DÉTAILS**

Designed By	D.G.	Conçu par	
Date		(yyyy/mm/dd)	
Drawn By	G.G.	Dessiné par	
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			<b>141-20932-00</b>
Drawing no.		No. du dessin	



**EXTERIOR GENERATOR PAD - SECTION DETAIL**  
*DALLE DE BÉTON EXTÉRIEUR POUR GÉNÉRATRICE - DÉTAIL DE SECTION*

N.T.S. / N.A.E.

**GENERAL NOTES:**

- CHECK ALL DIMENSIONS ON STRUCTURAL DRAWINGS WITH OTHER DRAWINGS AND WITH SITE CONDITIONS. REPORT ANY INCONSISTENCIES BEFORE PROCEEDING WITH THE WORK. DO NOT SCALE THESE DRAWINGS.
- COORDINATE ALL WORK WITH THE CONSULTANT AND BUILDING PERSONNEL.
- ALL WORK SHALL COMPLY WITH CURRENT PROVISIONS OF THE ONTARIO BUILDING CODE OR NATIONAL BUILDING CODE - WHICHEVER IS MORE STRINGENT INCLUDING LATEST REVISIONS AND REFERENCED STANDARDS, WORKERS' COMPENSATION ACT, MINISTRY OF LABOUR REQUIREMENTS, AND BEST TRADE PRACTICES.
- PROVIDE A 5 YEAR WARRANTY ON WORK AND MATERIALS.

**GEOTECHNICAL**

- GENERATOR PAD HAVE BEEN DESIGNED FOR AN ALLOWABLE BEARING PRESSURE OF 100 KPA.
- CONTRACTOR TO ENGAGE GEOTECHNICAL ENGINEER TO EXAMINE BEARING SURFACES PRIOR TO PLACING GRANULAR AND TO REVIEW COMPACTION. STRUCTURAL ENGINEER TO BE NOTIFIED IF BEARING VALUES DIFFER FROM DESIGN VALUES.
- PRIOR TO EXCAVATION ESTABLISH LOCATION OF BURIED UTILITIES AND STRUCTURES.
- PROTECT SOIL AGAINST FREEZING AND FROST ACTION AT ALL TIMES DURING CONSTRUCTION.
- IN ALL AREAS OF SLAB ON GRADE CONSTRUCTION, REMOVE ALL TOPSOIL AND DELETEDIOUS MATERIAL DOWN TO LEVEL OF NATIVE SOIL. EXCAVATED AREA TO BE EXAMINED AND APPROVED BY SOILS ENGINEER PRIOR TO BACKFILLING.

**REFERENCE STANDARDS**

ALL MATERIALS AND METHODS AND WORKMANSHIP TO THE FOLLOWING STANDARDS CONCRETE TO CAN3-A23.1 AND 2 GRANULAR BACKFILL TO OPSS 501, 1000, 1010.

**MATERIAL SPECIFICATIONS**

**CONCRETE**  
MIX DESIGN - COMPRESSIVE STRENGTH 35 MPA WITH 6% ± 1% ENTRAINED AIR, MAXIMUM SLUMP 80mm, MAXIMUM AGGREGATE SIZE 20mm.  
FORMWORK - USE ONLY NEW FORMING MATERIALS FOR ARCHITECTURALLY EXPOSED SURFACES. "NOXCRETE" RELEASE AGENT.  
REBAR - DEFORMED BILLET STEEL BARS TO CSA-G30.12, GRADE 400, GRANULAR BACKFILL.  
GENERAL - TO BE GRANULAR "B-TYPE II"

**RIGID INSULATION**  
EXTRUDED POLYSTYRENE FOAM BOARD CONFORMING TO CAN/CSG 51.20M TYPE IV, THICKNESS TO BE 50mm OR AS SPECIFIED ON THE DRAWINGS. STANDARD OF ACCEPTANCE: STYROFOAM HI-40 AS MANUFACTURED BY DOW CHEMICAL CO. PROVIDE SHIPLAP JOINTS.

**EXECUTION**

**GENERAL**  
UNDERTAKE EXECUTION OF ALL WORK IN ACCORDANCE WITH APPLICABLE REFERENCE STANDARDS, SPECIFICATIONS, AND DRAWINGS.

**CONCRETE REINFORCEMENT PLACEMENT**  
MINIMUM CLEAR COVER FOR CONCRETE:  
DEPOSITED AGAINST EARTH 75mm  
DEPOSITED IN FORMS BUT IN CONTACT WITH EARTH OR WEATHER 50mm

**LAPS**  
LAP ALL BARS 40 BAR DIAMETERS OR 450mm MINIMUM

**GRANULAR BACKFILL**  
COMPACT TO 100% OF STANDARD PROCTOR DENSITY  
COMPACT IN LIFTS NOT EXCEEDING 200mm

**PROTECTION AND CLEANUP**  
PROVIDE PROTECTION AS REQUIRED FOR EXISTING SITE FEATURES AND EQUIPMENT. FOLLOWING COMPLETION OF WORK, REMOVE ALL CONSTRUCTION DEBRIS FROM SITE AND BROOM CLEAN WORK AREA. REPAIR ALL LANDSCAPING ON COMPLETION OF WORK.

**REMBLAI DE GRANULATS**  
COMPACTÉ À 100% DE LA NORME DE DENSITÉ PROCTOR  
LA COMPACTION DOIT SE FAIRE EN PALLIER DE 200mm MAXIMUM.

**PROTECTION ET NETTOYAGE**  
PRÉVOIR LES INSTALLATIONS DE PROTECTION REQUISES POUR LES INSTALLATIONS DE CHANTIER ET L'APPAREILLAGE EXISTANTS. UNE FOIS LES TRAVAUX TERMINÉS, DÉBARASSER LE CHANTIER DE TOUS LES DÉBRIS DE CONSTRUCTION ET BALAYER LA ZONE DE TRAVAIL. JUSQU'À CE QUE LE TOUT SOIT TOUT À FAIT PROPRE. RÉPARER TOUS LES TRAVAUX D'AMÉNAGEMENT PAYSAGER À LA FIN DES PRÉSENTS TRAVAUX.

**EXÉCUTION**

**GÉNÉRALE**  
ENTREPRENDRE L'EXÉCUTION DES TRAVAUX EN VERTUS DES NORMES DE RÉFÉRENCES APPLICABLE, SPÉCIFICATION ET LES DESSINS.

**ARMATURE POUR BÉTON**  
ESPACE LIBRE MINIMUM DE BÉTON:  
ESPACEMENT DU SOL: 75mm  
ESPACEMENT DANS LES COFFRAGE MAIS EN CONTACT AVEC LE SOL OU EXPOSÉ: 50mm

**CHEVAUCHEMENT**  
CHEVAUCHER LES BARRÉS D'ARMATURE 40 FOIS LE DIAMÈTRE OU 450mm MINIMUM

