

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
800 Burrard Street, Room 219
800, rue Burrard, pièce 219
Vancouver
British Columbia
V6Z 0B9
Bid Fax: (604) 775-9381

INVITATION TO TENDER
APPEL D'OFFRES

**Tender To: Public Works and Government Services
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 goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Soumission aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address
**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution
Public Works and Government Services Canada -
Pacific Region
800 Burrard Street, Room 219
800, rue Burrard, pièce 219
Vancouver
British C
V6Z 0B9

Title - Sujet EGD Waterlot Remediation PH2 SJetty	
Solicitation No. - N° de l'invitation EZ899-151108/B	Date 2015-03-18
Client Reference No. - N° de référence du client	GETS Ref. No. - N° de réf. de SEAG PW-\$PWY-026-7485
File No. - N° de dossier PWY-4-37180 (026)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-04-28	
Time Zone Fuseau horaire Pacific Standard Time PST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Liu (PWY), Patty	Buyer Id - Id de l'acheteur pwy026
Telephone No. - N° de téléphone (604) 775-6227 ()	FAX No. - N° de FAX (604) 775-6633
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PWGSC - Esquimalt Graving Dock - Victoria, BC	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation

EZ899-151108/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pw026

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

PWY-4-37180

NOTE TO TENDERERS: Use the mailing label below and affix it securely to the outside of the envelope or package containing your tender. For revisions to tenders submitted by facsimile (fax # (604) 775-9381), use this sheet as the cover sheet. Always ensure your company name, return address, tender number and closing date appear legibly on the outside of your bid submission.

**REAL PROPERTY CONTRACTING
Public Works & Government Services Canada
Room 219 - 800 Burrard Street
Vancouver, B.C. V6Z 0B9**

Requisition No.: EZ899-151108/B
Tender Closing Date & Time: 28 April 2015 @ 1400 P.D.S.T.
Project Description: EGD Waterlot Remediation Project PH2 South Jetty Under-Pier
Sediment Remediation
Constance Cove of Esquimalt Harbour on Vancouver Island, BC
Canada

ENVELOPE 1 - QUALIFICATIONS

PL

Solicitation No. - N° de l'invitation

EZ899-151108/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pw026

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

PWY-4-37180

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REAL PROPERTY CONTRACTING
Public Works & Government Services Canada
Room 219 - 800 Burrard Street
Vancouver, B.C. V6Z 0B9

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Sediment Remediation
Constance Cove of Esquimalt Harbour on Vancouver Island, BC
Canada

ENVELOPE 2 - PRICE

PL

INVITATION TO TENDER

IMPORTANT NOTICE TO BIDDERS

SPECIFICATION APPENDICES (A,B,C,D,E,F):

Appendix A,B,C,D,E,F listed on the Specification Index of document 488757 SPECS_EZ899-151108 will be provided to Bidder's via CD at the Mandatory Bidder's Conference.

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

For further instructions please consult "Special Instruction to Bidders", SI14, "Security related requirements" and "Supplementary Conditions" SC01 .

PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS (PSAB)

This procurement has been set aside under the federal government's Procurement Strategy for Aboriginal Business (PSAB). In order to be considered, a supplier must certify that it qualifies as an Aboriginal business as defined under PSAB and that it will comply with all requirements of PSAB.

TWO-ENVELOPE BID

This Bid shall be submitted following a "two-envelope" procedure. Refer to SI06 of the Special Instructions to Bidders.

DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

See related changes to GC2.1 of R2820D that have been included in the Standard Acquisition Clauses and Conditions (SACC)

INSURANCE TERMS

The Certificate of Insurance and its instructions has been replaced see Annex B. (Completed certificate is NOT required at bid closing

SUPPORT THE USE OF APPRENTICES

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to SI15.

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R2710T GENERAL INSTRUCTIONS TO BIDDERS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2015-02-25)

The following sections of clause R2710T are set out in Web site;

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

GI01	Integrity Provisions - Bid
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Solicitation No. - N° de l'invitation

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

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PWY-4-37180

Buyer ID - Id de l'acheteur

pwy026

CCC No./N° CCC - FMS No./N° VME

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BA06 Construction Time
BA07 Floating Plant
BA08 Bid Security
BA09 Signature

APPENDIX 1 - COMBINED PRICE FORM

APPENDIX 2 – SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

**APPENDIX 3 - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND OR OWNER
OF THE BIDDER**

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ANNEX B - CERTIFICATE OF INSURANCE

ANNEX C - VOLUNTARY REPORTS FOR APPRENTICES EMPLOYED DURING THE CONTRACT

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) is issuing an invitation to tender (ITT) for the remediation of contaminated marine sediments within the South Jetty under-pier area as Phase 2 of the Esquimalt Graving Dock (EGD) Waterlot Remediation Project. PWGSC also requires the demolition of the timber pile supported sections of the South Jetty, to provide access to the under-pier area for remediation. Rebuilding the demolished sections of the South Jetty is not part of this contract.
2. The EGD facility is located in Constance Cove of Esquimalt Harbour on Vancouver Island, British Columbia.
3. The sediment remediation required by this Contract is not a standard marine dredging and disposal project.
4. Material to be dredged and excavated within the EGD Work Site is located in difficult to access areas and is contaminated with various chemicals of concern.
5. Contractor shall use extra care to conduct its work in a manner that is suitable for environmental cleanup and not in a production dredging manner.
6. Marine sediments will be removed as part of this work for disposal at an existing Authorized Disposal Facility and Hazardous Waste Management Facility located in Canada.
7. The Detailed Site Investigation (DSI) characterization of the material to be dredged and excavated is suitable for waste classification purposes. Contractor shall be responsible for any additional sediment characterization that may be required during the execution of the contract for health and safety purposes, transportation, disposal, or to meet Laws and Regulations or permit requirements. Some of the sediment is classified as Hazardous Waste, according to the British Columbia Hazardous Waste Regulation (BC HWR). The remainder is classified as IL + waste material, according to the British Columbia Contaminated Sites Regulation (BC CSR). The total estimated quantity of sediment to be removed from the site, including estimated contingency re-dredging, is 40,000 cubic metres.
8. Re-suspension of contaminated sediments during construction activities is of great concern to PWGSC. Re suspension of contaminated sediments may result in re-contaminating portions of the EGD Work Site, and areas outside the EGD Work Site, that have been cleaned up as part of this work or previous remediation work completed within the EGD Waterlot. The Contractor shall conduct its work in a manner to minimize, to the extent practicable, re-suspension and redistribution of contaminated sediment, and to comply with environmental protection requirements in the Specifications, Environmental Management Plan, permits and regulations.
9. The work includes re-driving of the existing sheet pile containment wall around the perimeter of the South Jetty, design and installation of a temporary sediment resuspension barrier affixed to the re-driven sheet pile wall, and placement of engineered capping on the seabed after dredging. The re-driven sheet pile containment wall and temporary sediment resuspension barrier are to be removed from the site upon completion of the work.
10. The work includes demolition and offsite disposal of timber pile-supported sections of the South Jetty, re-use of timber components for marine protection of the remaining wharf infrastructure, and removal / modification of mechanical and electrical utilities.
11. Bidders responding to this ITT are requested to submit a full and complete quotation (refer to SI06 'Submission of Bid'). The bid will cover not only the qualifications, experience and organization of the Bidder (Envelope 1 - Qualifications), but also the pricing and terms offered (Envelope 2 - Price).

SI02 INTEGRITY PROVISIONS - ASSOCIATED INFORMATION

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in GI01 of Integrity Provisions - Bid of General Instructions – Construction Services – Bid Security Requirements, R2710T.

The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

SI03 BID DOCUMENTS

1. The following are the bid documents:

- a. Invitation to Tender - Page 1;
- b. Special Instructions to Bidders;
- c. General Instructions - Construction Services - Bid Security Requirements R2710T (2015-02-25)
- d. Clauses & Conditions identified in "Contract Documents";
- e. Drawings and Specifications;
- f. Bid and Acceptance Form and related Appendix(s); 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.

2. General Instructions - Construction Services - Bid Security Requirements R2710T is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

SI04 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 GI15 of R2710T, 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. Failure to comply with this requirement may result in the bid being declared non-responsive.

SI05 MANDATORY BIDDER'S CONFERENCE AND MANDATORY SITE VISIT

1. The bidder's conference and site visit for this project are MANDATORY. The representative(s) of the Bidder will be required to sign the attendance sheet at the bidder's conference and site visit. Bids submitted by bidders who have not signed the attendance sheet for the bidder's conference and site visit will not be accepted.
2. The Bidder and/or representative of the Bidder must attend the bidder's conference. The bidder's conference will be held at the **PWGSC Victoria Office Boardroom, Room 402, 1230 Government Street, Victoria, BC** on **March 26, 2015**. The conference will begin at **0930 PDST**. The scope of the requirement outlined in the ITT will be reviewed during the conference and questions will be answered.
3. Bidder and/or a representative of the Bidder must visit the work site. Arrangements have been made for the site visit to be held on **March 26, 2015** at **1330 PDST** at the Esquimalt Graving Dock (EGD). Interested Bidders are to meet at the PWGSC Operations Centre, Building NS32, Esquimalt Graving Dock, located at 825 Admirals Road, Victoria, BC.
4. The front gate commissioner will only allow access to the site if previous visitor information is provided and names appear on the visitor list.

5. Bidders are reminded that the Esquimalt Graving Dock is a heavy industrial site and WCB approved hard hats and safety footwear must be worn for the mandatory site visit
6. Bidders are responsible for making their own travel arrangements.
7. Interested bidders are required to provide their name(s) and company name(s) to the Contracting Authority, Patty Liu (604) 775-6227 or patty.liu@pwgsc.gc.ca by 1430 PDST on March 25, 2015, if you will be attending the conference and site visit. Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table at least two (2) calendar days before the scheduled conference and site visit.
8. Any clarifications or changes to the bid solicitation resulting from the mandatory bidder's conference and site visit will be included as an amendment/addendum. Submissions provided by Bidders who did not attend will be excluded from the tender process.
9. No questions will be answered at the mandatory site-visit. All questions must be submitted in writing to the Contracting Authority, Patty Liu via fax (604) 775-6633 or email patty.liu@pwgsc.gc.ca.

SI06 SUBMISSION OF BID

Section GI09 of R2710T is replaced by the following:

1. The bid shall be submitted following a "two-envelope" procedure in which the Bidder submits the Qualifications Form and any required associated document(s) in envelope 1 and the Bid and Acceptance Form and any required associated document(s) in a envelope 2. Both envelopes shall be enclosed and sealed together in a third envelope, the bid envelope. . All envelopes are to be provided by the Bidder.
2. The bid envelope shall be addressed and submitted to the office designated on the Front Page "Invitation to Tender" for the receipt of the bids. The bid must be received on or before the date and time set for solicitation closing. 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.
3. The Qualifications Form, and any required associated document(s), shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
 - a. ENVELOPE 1 - QUALIFICATIONS;
 - b. Solicitation Number; and
 - c. Name of Bidder.
4. The Bid and Acceptance Form, and any required associated document(s), shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
 - a. ENVELOPE 2 - PRICE;
 - b. Solicitation Number; and
 - c. Name of Bidder.
5. Timely and correct delivery of bids is the sole responsibility of the Bidder.

SI07 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is (604) 775-9381.

SI08 OPENING OF BIDS / EVALUATION

1. There will be no public opening at bid deposit time. A list of bidders that deposited their tenders will be read out loud
2. Envelope 1 - Qualifications - will be opened in private : this envelope will be opened first to evaluate the submittal requirements. Requirements will be evaluated on a Pass or Fail basis. Failure to meet any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid. Envelope 2 will be returned unopened to the bidder.
3. A date will be established for envelope 2 opening - Price - the bidders that passed the qualification stage will be invited.
4. Envelope 2 - Price: Only those envelopes from Bidder's that meet the mandatory requirements of the Qualifications shall be opened. Envelope 2 submittals will be evaluated against the mandatory requirements, failure to comply with any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid.
5. The responsive bid carrying the lowest price will be recommended for contract award.

SI09 COMPLETION OF SUBMISSION

The Bidder shall base the Bid on the applicable bid documents listed in the Special Instructions to Bidders. It is the responsibility of the Bidder to obtain clarification on any terms, conditions or technical requirements contained in this document.

SI10 INSUFFICIENT FUNDING

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).

SI11 DEBRIEFINGS

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

SI12 BID VALIDITY PERIOD

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 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 SI12 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.

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3. If the extension referred to in paragraph 1. of SI12 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 tender.
 4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

SI13 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided with one (1) paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum of two (2), will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

SI14 SECURITY RELATED REQUIREMENTS

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD, PWGSC, the Contractor personnel **MAY NOT ENTER** sites **without an escort**.
3. Subcontracts, which contain security requirements, are **NOT** to be awarded without the prior written permission of CISD / PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - a) *Security Requirements Check List* and Security Guide (if applicable), attached at Annex A;
 - b) *Industrial Security Manual* (Latest Edition).

SI15 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA AND DEFENCE CONSTRUCTION CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Contractors bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: www.cra-arc.gc.ca. Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.

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4. Signed certifications (Appendix 3) will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.

5. The Contractor hereby certifies the following:

In order to help meet demand for skilled trades people, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios* and to respect any hiring requirements prescribed by provincial or territorial statutes

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at Appendix 3.

If you accept fill out and sign Appendix 3.

** The journeyman-apprentice ratio is defined as the number of qualified/certified journeymen that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.*

SI16 PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS

1. This procurement has been set aside under the federal government's Procurement Strategy for Aboriginal Business (PSAB). In order to be considered, a supplier must certify that it qualifies as an Aboriginal business as defined under Requirements for the Set-aside Program for Aboriginal Business and attached as Appendix 2 to the Bid and Acceptance Form.
2. By executing the certification, the Bidder warrants that it is an Aboriginal business as defined in the Set-aside Program for Aboriginal Business.

Failure to provide this certification completed with the bid will render the bid non-responsive.

3. OWNER/EMPLOYEE CERTIFICATION - SET-ASIDE FOR ABORIGINAL BUSINESS

1. For each procurement under the PSAB, suppliers will be required to provide, with their bid, a certification stating that they meet the definition of an Aboriginal business, according to the definition provided, on the date that the bid/offer/arrangement was submitted, and an undertaking that the business will continue to meet this definition throughout the life of the contract. Refer to the attached Appendix 1 to the Bid and Acceptance Form.
2. Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

4. SET-ASIDE UNDER THE PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS (A3002T) 2014-11-27

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business see [Annex 9.4](#) of the *Supply Manual*.

This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses

Further to Article 1802 of the [Agreement on Internal Trade](#) (AIT), AIT does not apply to this procurement.

SI17 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§ion=text#appl>

Buy and Sell <https://www.achatsetventes-buyandsell.gc.ca>

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Bid Bond (form PWGSC-TPSGC 504) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf>

Labour and Material Payment Bond (form PWGWSC-TPSGC 506)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual <http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

PWGSC, Industrial Security Services <Http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>

PWGSC Consent to a Criminal Record Verification (PWGSC-TPSGC 229)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf>

Construction and Consultant Services Contract Administration Forms Real Property Contracting

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

GENERAL INSTRUCTIONS TO BIDDERS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI)

GI01 INTEGRITY PROVISIONS – BID

1. Bidders must comply with the [Code of Conduct for Procurement](#). In addition bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitations and resulting contracts, and submit bids as well as enter into contracts only if they will fulfill all obligations of the Contract.
2. By submitting a bid bidders confirm that they understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be awarded a contract. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found by Canada to be untrue in any respect, at the time of contract award. If it is determined, after contract award that the Bidder made a false declaration, Canada will, following a notice period have the right to terminate the Contract for default. The Bidder will be required to diligently maintain up-to-date the information requested. The Bidder and any of the Bidder's Affiliates, will also be required to remain free and clear of any acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions during the period of any contract resulting from this bid solicitation.
3. *Affiliates*
For the purpose of these Integrity Provisions, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies, and subsidiaries, whether partly or wholly-owned, as well as individuals, and directors, are Bidder's Affiliates if:
 - a. directly or indirectly either one controls or has the power to control the other, or
 - b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions which has the same or similar management, ownership, or principal employees, as the case may be.
4. Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner. Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.
If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.
Canada may, at any time, request that the Bidder provide properly completed and signed consent forms ([Consent to a Criminal Record Verification form - PWGSC-TPSGC 229](#)) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms and associated information within the time frame provided, or failure to cooperate to the verification process will result in the bid being declared non-responsive.
5. The Bidder must diligently inform Canada in writing of any changes affecting the list of names of directors during this procurement process as well as during the contract period. The Bidder must also, when requested, provide Canada with properly completed and signed consent forms.
6. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions, through independent research, use of any government resources or by contacting third parties.

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7. By submitting a bid, the Bidder certifies that neither the Bidder nor any of the Bidder's Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the [Lobbying Act](#).
8. *Time Period*
 The Time Period is 10 years and is measured from the date of the conviction or from the date of the conditional or absolute discharge.
 In addition, for a conviction under paragraphs a. or b. of subsection 9, following the 10-year period, a pardon or a record suspension must have been obtained, or capacities must have been restored by the Governor in Council. The Bidder must therefore provide with its bid or promptly afterwards a copy of confirming documentation from an official source for its certification to be found true by Canada for the purpose of these Integrity Provisions. If the documentation has not been received by the time the evaluation of bids is completed Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply within the time frame specified will render the bid non-responsive.
9. By submitting a bid, the Bidder certifies that neither the Bidder nor any of the Bidder's Affiliates have been obtained or capacities restored by the Governor in Council, neither the Bidder nor any of the Bidder's affiliates have ever been convicted of an offence or received a conditional or an absolute discharge under any of the following provisions, unless the time period, as defined in the Time Period subsection, has elapsed:
- a. 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](#), or
 - b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#), or
 - c. section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#), or
 - d. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the [Competition Act](#), or
 - e. section 239 (*False or deceptive statements*) of the [Income Tax Act](#), or
 - f. section 327 (*False or deceptive statements*) of the [Excise Tax Act](#), or
 - g. section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the [Corruption of Foreign Public Officials Act](#), or
 - h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#).

The Bidder also certifies that no one convicted under any of the provisions under a. or b. are to receive any benefit under a contract resulting from this bid solicitation, unless a pardon or a record suspension has been obtained or capacities restored by the Governor in Council, as defined in the Time Period subsection.

10. Foreign Offences

The Bidder also certifies that, within a period, as defined in the Time Period subsection, neither the Bidder nor any of the Bidder's Affiliates have been convicted of or have received a conditional or an absolute discharge, under any foreign offence that Canada deems to be of similar constitutive elements to the offences listed in these Integrity Provisions. Canada will also consider foreign measures declared by Canada to be similar in nature to the Canadian pardon, record suspension, or restoration of capacities by the Governor in Council.

11. Subcontractors

The Bidder must ensure that subcontracts include Integrity Provisions no less favorable to Canada than those imposed in the resulting contract.

12. Preventive Measures associated with the Time Period

In cases where the period (as defined in the Time Period subsection), for a conviction, or a conditional or an absolute discharge of the Bidder or any of the Bidder's Affiliates has elapsed, then the Bidder must also certify for itself and for its Affiliates that measures have been diligently put in place in order to avoid the reoccurrence of such convictions or reprehensible actions.

13. Public Interest Exception

Bidders understand that Canada may enter into contract with a bidder where the Bidder or the Bidder's Affiliates have been convicted of or has received a conditional or an absolute discharge for an offence specified in these Integrity Provisions when required to do so by law or legal proceedings, or when Canada in its sole discretion considers it necessary to the public interest for reasons which include, but are not limited to:

- no one else is capable of performing the contract;
- emergency;
- national security;
- health and safety;
- economic harm;

If all bids are found non-responsive for reasons of a listed relevant conviction or act, then Canada may invoke the public interest exception, as described in the paragraph above. In such cases, only bids containing a declaration concerning a relevant offence or act will be further considered, Canada may also elect to procure outside of the present process. In all cases Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

14. Non-application

For governments, as well as entities controlled by a government, including Crown corporations, the present Integrity Provisions are reduced to complying with article 750 of the [Criminal Code](#), the [Government Contracts Regulations](#) and the [Code of Conduct for Procurement](#).

GI02 COMPLETION OF BID**1. The bid shall be**

- a. submitted on the Bid and Acceptance Form provided through the Government Electronic Tendering Service (GETS) 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 through GETS;
- b. based on the Bid Documents listed in the Special Instructions to Bidders;
- c. correctly completed in all respects;
- d. signed by a duly authorized representative of the Bidder; and

e. accompanied by

- i. bid security as specified in GI08; 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 GI11, 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 may 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.
 4. Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.

GI03 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.

GI04 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.

GI05 CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES

1. For the purposes of GC1.8, of R2810T "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.

GI06 REGISTRY AND PRE-QUALIFICATION OF FLOATING PLANT

1. Dredges or other floating plant to be used in the performance of the Work must be on 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 as described in the Floating Plant Appendix of the Bid and Acceptance Form, and this certificate must accompany the bid. Plant so qualified by Industry Canada may be accepted on this project.

GI07 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.

GI08 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.
2. A bid bond (form [PWGSC-TPSGC 504](#)) shall be in an approved form, properly completed, with original signatures and sealed by the approved bonding 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 GI08
 - 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 GI08, 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 GI08 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.
- 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 GI08 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 GI08 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 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.

GI09 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 Front Page "Invitation to Tender" 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. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.
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.

GI10 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 change(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 should be clearly identified as a confirmation.
4. Failure to comply with any of the above provisions may 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).

GI11 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 GI11, Canada may reject a bid if any of the following circumstances is present:
 - a. the Bidder's bidding privileges are suspended or are in the process of being suspended;
 - b. 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;
 - c. the Bidder is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
 - e. 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;
 - f. 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)(f)(ii) of GI11, 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 GI11, 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 providing 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 GI11, other than subparagraph 2)(a) of GI11, 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.

GI12 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.

GI13 PROCUREMENT BUSINESS NUMBER

1. Bidders are required to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information system on the [Contracts Canada](#) Web site. For non-Internet registration, Bidders may contact the nearest [Supplier Registration Agent](#).

GI14 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 GI14, 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 request.
3. Failure to comply with the requirements of paragraph 2) of GI14 shall result in disqualification of the bid.

GI15 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 ten (10) calendar days prior to the solicitation closing date. If the alternative materials are approved for the purposes of the bid, an addendum to the bid documents shall be issued.

GI16 PERFORMANCE EVALUATION

1. Bidders shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.
2. The form [PWGSC-TPSGC 2913](#), SELECT - Contractor Performance Evaluation Report Form, is used to record the performance.

GI17 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:
 - 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.

SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY REALATED REQUIREMENTS

The following security requirement (SRCL and related clauses) applies and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD, PWGSC, the Contractor personnel **MAY NOT ENTER** sites **without an escort**.
3. Subcontracts, which contain security requirements, are **NOT** to be awarded without the prior written permission of CISD / PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - a) *Security Requirements Check List* and Security Guide (if applicable), attached at Annex A;
 - b) *Industrial Security Manual* (Latest Edition).

SC02 ABORIGINAL BUSINESS CERTIFICATION (A3000C) 2014-11-27

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in [Annex 9.4](#) of the Supply Manual.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

SC03 INSURANCE TERMS

1. Insurance Contracts
 - (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
 - (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

2. Period of Insurance

- (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

3. Proof of Insurance

- (a) Before commencement of the Work, and no later than ten (10) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4. Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

5. Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

G1001C: Insurance - Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex B. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

CONTRACT DOCUMENTS (CD)

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. General Conditions and clauses

GC1 General Provisions	R2810D	(2015-02-25);
GC2 Administration of the Contract	R2820D	(2015-02-25);
GC3 Execution and Control of the Work	R2830D	(2015-02-25);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2850D	(2015-02-25);
GC6 Delays and Changes in the Work	R2860D	(2013-04-25);
GC7 Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8 Dispute Resolution	R2882D	(2015-02-25);
GC9 Contract Security	R2890D	(2014-06-26);
Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
 - e. Any amendment issued or any allowable bid revision received before the date and time set for solicitation
 - f. Any amendment incorporated by mutual agreement between Canada and the Contractor before
 - g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

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- GC1.1.1 Headings and References
- GC1.1.2 Terminology
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- GC2.2 Interpretation of Contract
- GC2.3 Notices
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- GC2.5 Review and Inspection of Work
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- GC3.4 Execution of the Work
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GC9 CONTRACT SECURITY

- GC9.1 Obligation to Provide Contract Security
- GC9.2 Types and Amounts of Contract Security

Allowable Costs for Contract Changes Under GC6.4.1

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GENERAL CONDITIONS

GC1 GENERAL PROVISIONS

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 which forms part of the clause within which the reference is made.

GC1.1.2 Terminology

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*" or "*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 the 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 Completion;

"*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*" means 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,

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- (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, and
 - (ii) 2 percent of the next \$500,000, and
 - (iii) 1 percent of the balance
 of 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 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* which 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 GC1.14, 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 designs, services, 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* or the *Designer* or any consultant 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 amendments 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 (proposal) 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 *Construction Documents*, 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 drawing; and
 - (c) Drawings of larger scale shall 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

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- 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 there under 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 services or any part thereof provided or furnished by the *Contractor* to *Canada* infringe 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 whomever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the *Contractor*, the *Designer*, servants, agents, *Subcontractors* and suppliers 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) 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 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.

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- 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 Workrk.
 - 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 commencing the *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 or entities 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. 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](#)

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- 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".

GC1.20 INTEGRITY PROVISIONS – CONTRACT

- 1) The Contractor agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms. In addition, the Contractor must also comply with the terms set out in these Integrity Provisions.
- 2) The Contractor confirms that it understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up to date the information requested, or if the Contractor or any of the Contractor's Affiliates fail to remain free and clear of any acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions during the contract period, such false declaration or failure to comply may result following a notice period in a termination for default under the Contract. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payment.

3) Affiliates

For the purpose of these Integrity Provisions, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies and subsidiaries, whether partly or wholly-owned, as well as individuals and directors, are Contractor's Affiliates if:

- (a) directly or indirectly either one controls or has the power to control the other, or
- (b) a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in these Integrity Provisions which has the same or similar management, ownership, or principal employees, as the case may be.

- 4) The Contractor who is incorporated or who is a sole proprietorship has already provided a list of names of all individuals who are directors of the Contractor or the name of the owner. The Contractor who has submitted a bid as a joint venture has already provided a list of names of all directors, or the name of the owner, for each member of the joint venture. The Contractor must diligently inform Canada in writing of any changes affecting the list of names of directors during the contract period. The Contractor must also, when requested, provide Canada with properly completed and signed consent forms and associated information, and cooperate to the verification process.
- 5) The Contractor certifies that it is aware, and that its Affiliates are aware, that Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified in these Integrity Provisions through independent research, use of any government resources or by contacting third parties.
- 6) The Contractor certifies that neither the Contractor nor any of the Contractor's Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.

7) Time Period

The time period is 10 years and is measured from the date of the conviction or from the date of the conditional or absolute discharge. In addition, for a conviction under paragraphs (a) or (b) of subsection 8, following the 10-year period, a pardon or a record suspension must have been obtained, or capacities must have been restored by the Governor in Council. The Contractor must therefore provide a copy of confirming documentation from an official source for its certification to be found true by Canada for the purpose of these Integrity Provisions.

8) The Contractor certifies that neither the Contractor nor any of the Contractor's Affiliates have been convicted of an offence or received a conditional or an absolute discharge under any of the following provisions unless the time period, as defined in the Time Period subsection, has elapsed:

- (a) 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, or
- (b) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the Criminal Code, or
- (c) section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#), or
- (d) section 45 (Conspiracies, agreements or arrangements between competitors), section 46 (Foreign directives) section 47 (Bid rigging), section 49 (Agreements or arrangements of federal financial institutions), section 52 (False or misleading representation), section 53 (Deceptive notice of winning a prize) of the Competition Act, or
- (e) section 239 (False or deceptive statements) of the Income Tax Act, or
- (f) section 327 (False or deceptive statements) of the Excise Tax Act, or
- (g) section 3 (Bribing a foreign public official), section 4 (Accounting) or section 5 (Offence committed outside Canada) of the Corruption of Foreign Public Officials Act, or
- (h) section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act.

The Contractor also certifies that no one convicted under any of the provisions under (a) or (b) are to receive any benefit under the Contract, unless a pardon or a record suspension has been obtained or capacities restored by the Governor in Council, as defined in the Time Period subsection

9) Foreign Offences

The Contractor also certifies that, within a period, as defined in the Time Period subsection, neither the Contractor nor any of the Contractor's Affiliates have been convicted of or have received a conditional or an absolute discharged, under any foreign offence that Canada deems to be of similar constitutive elements to the offences listed in these Integrity Provisions. Canada will also consider foreign measures declared by Canada to be similar in nature to the Canadian pardon, record suspension, or restoration of capacities by the Governor in Council.

10) Subcontractors

The Contractor must ensure that subcontracts include Integrity Provisions no less favorable to Canada than those imposed in the resulting contract.

11) Non-application

For governments, as well as entities controlled by a government, including Crown corporations, the present Integrity Provisions are reduced to complying with article 750 of the Criminal Code, the Government Contract Regulations and the Code of Conduct for Procurement.

GC2 ADMINISTRATION OF THE CONTRACT**GC2.1 DEPARTMENTAL REPRESENTATIVES AUTHORITY**

- 1) *"Technical Authority"* shall be recognized as the Departmental representative and designated at time of award of contract and shall perform the following:
 - (a) is responsible for all matters concerning the technical content of the work under the contract;
 - (b) authorized to issue notices, instructions, and changes within the scope of the Work, relevant to the contract.
 - (c) accept on behalf of Canada any notice, order or other communication from the contractor relating to the Work
 - (d) within a reasonable time, review and respond to submissions made by the Contractor in accordance with the requirements of the Contract
- 2) The technical authority has no authority to authorize changes to the Contract terms and conditions of the Contract.
- 3) *"Contracting Authority"* shall be recognized as the authority delegated by the Minister of PWGSC to enter into contracts and amend the contracts and is responsible for all matters concerning and interpretation of the terms and conditions of the Contract
- 4) The contracting authority is responsible for the management of the Contract and any changes to the Contract terms and conditions must be authorized in writing by the Contracting Authority.

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;

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- (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.

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- 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;

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- (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
 - 4) Within 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 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. 1985, c. 17 (2nd Supp.);
 - (b) a written award issued pursuant to the Canadian Human Rights Act, R.S. 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.

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- 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 six (6) 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

- 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 error, discrepancies, or omission 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 which 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 designers, 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 for its proper execution the work of other contractors or workers, 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 not then reasonably discoverable; and

- (e) when designated as being responsible for construction safety at the place of the 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), 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 site of the Work

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 *Construction* of 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 it will 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 or disposed of except for the purposes of the *Work* without the written consent of the *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, *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;
 - (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.

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- 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

- 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 paragraph 1) or paragraph 2), 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, material, right, easement or 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 method 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 or under the authority of *Canada* are protected and are not removed, defaced, altered or 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), 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 the *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 form 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, and
 - (b) immediately notify *Canada* of the circumstances in writing, and
 - (c) take all reasonable steps to minimize additional costs which 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 the polluting substances or materials.
- 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 cooperate 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.

GC5 TERMS OF PAYMENT

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 is 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.
- 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

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- (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;
 - (c) 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 tender 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 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% of the value that is indicated in Canada's progress report with respect to the *Construction*, if a labour and material payment bond has been furnished by the *Contractor*, or
 - (b) 90% of the value that is indicated in the progress report with respect to the *Construction*, 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 the receipt by *Canada* of a progress claim and statutory declaration referred to in paragraph 1) of GC5.4, or
 - (b) 15 days after the *Contractor* has submitted to *Canada* a 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 GC3.10 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, 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 *Designers* or *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), and subject to paragraph 6) following, a claim or obligation shall be considered lawful when it is so determined by
 - (a) a court of legal jurisdiction, or
 - (b) an arbitrator duly appointed to arbitrate the claim, or
 - (c) the written consent of the *Contractor* authorizing payment of the claim or obligation.

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- 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 a 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 which 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 following 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 or entity 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 *Designer*, *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, labour, or furnished the last of the *Material* pursuant to the claimant's Contract with the *Contractor*, its *Designer*, *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), shall have commenced within one year from the date that the notification required by subparagraph 7)(a) 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 which 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 SET-OFF

- 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 *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 traveling 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 these 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, 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 per cent 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 from time to time pursuant to section 21(2) of the Financial Administration Act.

GC6 DELAYS AND CHANGES IN THE WORK

GC6.1 CHANGES IN THE WORK

- 1) At any time before issuing 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.

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- 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 Request for Proposal 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 Request for proposal 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, artifacts 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 artifacts, weapons, tools, coins, and pottery;
 - (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) 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

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- (c) take all reasonable steps to minimize additional costs which may accrue as a result of any work stoppage.
- 3) Upon receipt of a notification in accordance with paragraph 2)(b) of GC6.3, *Canada* shall promptly determine whether the object, item or thing is one described in, or contemplated by paragraph 1), 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 cooperate 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 EXTENTION 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 an allowance for supervision, co-ordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount, which allowance shall be equal to
- (a) 20 percent of the aggregate costs referred to herein for that portion of the Work done by the Contractor's own forces, if the aggregate cost of the Work does not exceed \$50,000;
 - (b) 15 percent of the aggregate costs referred to herein for that portion of the Work that is done by subcontract, if the aggregate cost of the Work does not exceed \$50,000; or
 - (c) a negotiated percentage of the aggregate costs referred to herein or a negotiated amount
 - (i) if the aggregate cost of the Work exceeds \$50,000; or
 - (ii) if the Contractor and Canada agree in writing.
- 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 an allowance determined in accordance with paragraph 1) of GC6.4.1.
- 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 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 of Canada that are necessary for the performance of the Contract in accordance with the Contract Documents.

GC6.4.3 Price Determination - Variations in Tendered 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.

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- 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

- 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 GC1.17, "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.

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- 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.

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- 4) In no event shall the total amount payable by Canada to the Contractor exceed the amount, calculated in accordance with GCS, "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

- 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.

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- 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) 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) 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**

- 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 (excluding applicable tax(es))
 - (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 (excluding applicable tax(es)).
- 2) A performance bond (form [PWGSC-TPSGC 505](#)) and a labour and material payment bond (form [PWGSC-TPSGC 506](#)) referred to in subparagraph 1)(a) of GC9.2 shall be in a form and be issued by a bonding or surety company (see Treasury Board Appendix L, [Acceptable Bonding Companies](#)) that is approved by Canada.
- 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; is to accept and pay bills of exchange drawn by Canada;
 - (ii) authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
 - (iii) 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.

ALLOWABLE COSTS FOR CONTRACT CHANGES UNDER GENERAL CONDITIONS (GC) 6.4.1

- 01 General
- 02 Hourly Labour Rates
- 03 Material, Plant and Equipment Costs
- 04 Allowance to the Contractor or Subcontractor

01 (2007-05-25) General

1. The Contractor shall submit a cost estimate breakdown for each contemplated change, in accordance with paragraph 4) of GC6.4.1, "Price Determination Prior to Undertaking Changes". The breakdown shall itemize all labour, material, plant and equipment costs estimated by the Contractor and subcontractors, and the amount of each allowance.
2. It is the responsibility of the Contractor to ensure that all prices included in the Contractor's breakdown to Canada, including those of subcontractors, are fair and reasonable in view of the terms expressed herein.
3. The labour hours required for the contemplated change shall be based on the estimated number of hours to perform the work.
4. Time spent by a working foreman may be included in the number of labour hours, at a rate agreed to in writing by the Contractor and Canada.
5. Time attributable to material handling, productivity factors and approved rest periods is to be included in the number of hours required by the contemplated change and will not be paid as a separate item under hourly rates.
6. Allowances referred to in section 04 below are not to be included in the hourly labour rates.
7. Credit for work deleted will only be for the work directly associated with the change.
8. When a change deletes work which has not yet been performed, Canada is entitled to an adjustment in the Contract Amount equal to the cost the Contractor would have incurred had the work not been deleted.
9. Allowances referred to in Section 04 below shall not be applied to any credit amounts for deleted work.
10. In those cases where the change involves additions and deletions to the work, the allowances referred to in section 04 below shall apply only when the cost of the additions minus the cost of the deletions would result in an increase in the Contract Amount. The percentage allowance shall only be applied to that portion of the costs of the additions that is in excess of the cost of the deletions.
11. If the contemplated change in the work necessitates a change in the contract completion date, or has an impact on the work, the Contractor shall identify and include the resulting cost in the breakdown.

02 (2015-02-25) Hourly Labour Rates

1. The hourly labour rates listed in the Contractor's breakdown shall be determined in accordance with the collective agreements that are applicable at the site of the work and shall include
 - a. the base rate of pay;
 - b. vacation pay;
 - c. benefits which includes
 - i. welfare contributions;
 - ii. pension contributions;

- iii. union dues;
- iv. training and industry funds contributions; and
- v. other applicable benefits, if any, that can be substantiated by the Contractor.
- d. statutory and legislated requirements, assessed and payable under statutory authority, which includes
 - i. Employment Insurance contributions;
 - ii. Canada Pension Plan or Quebec Pension Plan contributions;
 - iii. Worker's Compensation Board or "Commission de la santé et de la sécurité du travail" premiums;
 - iv. Public Liability and Property Damage insurance premiums; and
 - v. health tax premiums.

03 (2015-02-25) Material, Plant and Equipment Costs

1. The costs of all purchases and rentals must be based on the actual amount paid to the suppliers by the Contractor or subcontractor and said costs are to include all applicable discounts.

04 (2015-02-25) Allowance to the Contractor or Subcontractor

1. The allowances determined in accordance with paragraph 1) of GC6.4.1, "Price Determination Prior to Undertaking Changes", shall be considered as full compensation for:
 - a. supervision, co-ordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount; and
 - b. miscellaneous additional costs related to
 - i. the purchase or rental of material, plant and equipment;
 - ii. the purchase of small tools and supplies;
 - iii. safety and protection measures; and
 - iv. permits, bonds, insurance, engineering, as built drawings, commissioning and site office.

SUPPLEMENTARY CONDITIONS

SC01 SECURITY REALATED REQUIREMENTS

The following security requirement (SRCL and related clauses) applies and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD, PWGSC, the Contractor personnel **MAY NOT ENTER** sites **without an escort**.
3. Subcontracts, which contain security requirements, are **NOT** to be awarded without the prior written permission of CISD / PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - a) *Security Requirements Check List* and Security Guide (if applicable), attached at Annex A;
 - b) *Industrial Security Manual* (Latest Edition).

SC02 ABORIGINAL BUSINESS CERTIFICATION (A3000C) 2014-11-27

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in [Annex 9.4](#) of the Supply Manual.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

SC03 INSURANCE TERMS

1. Insurance Contracts
 - (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
 - (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

2. Period of Insurance

- (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

3. Proof of Insurance

- (a) Before commencement of the Work, and no later than ten (10) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4. Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

5. Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

G1001C: Insurance - Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex B. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Esquimalt Graving Dock (EGD) Waterlot Remediation Project
Phase 2 South Jetty Under –Pier Sediment Remediation
Constance Cove of Esquimalt Harbour on Vancouver Island, BC

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

BA03 THE OFFER

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the **TOTAL BID AMOUNT INDICATED IN APPENDIX 1**.

BA04 BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of sixty [60] days following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

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 identified in Contract Documents (CD).

BA06 CONSTRUCTION TIME

- Mobilization and start of construction at EGD Work Site – not before 31 July 2015
- Substantial completion of work for Departmental Representative final inspection and identification of corrective actions (as necessary) – 16 May 2016
- Contract completion: 13 June 2016

BA07 FLOATING PLANT

The Bidder is enclosing the BID AND ACCEPTANCE FORM FLOATING PLANT (Appendix 7) with its bid in accordance with GI06 – R2710T – General Instructions – Construction Services – Registry and Pre-qualification of Floating Plant.

Solicitation No. - N° de l'invitation

EZ899-151108/B

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

Amd. No. - N° de la modif.

File No. - N° du dossier

PWY-4-37180

Buyer ID - Id de l'acheteur

pw026

CCC No./N° CCC - FMS No./N° VME

BA08 BID SECURITY

The Bidder is enclosing bid security with its bid in accordance with GI08 - R2710T - General Instructions - Construction Services - Bid Security Requirements.

BA09 SIGNATURE

Name and title of person authorized to sign on behalf of Bidder (Type or print)

Signature

Date

APPENDIX 1 - COMBINED PRICE FORM

- 1) The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
- 2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

UNIT PRICE TABLE

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.
- (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price Item.

The following are the Unit Prices for work, including all labour, material, tools, equipment, overhead, and profit, required to complete the work as described in the attached Specification and Drawings. These Unit Prices may be used to adjust the Contract price as the scope of work increases or decreases as required by Departmental Representative.

Item No.	Spec. Section	Description of Work	Unit	Estimated Quantity	Unit Price (GST extra)	Total Price (GST extra)
1a	01 11 55	Directed Move	Ea	2		
1b	01 11 55	Stand-by Time	Day	8		
2a	01 33 00	Pre-Construction Submittals	L.S.	1		
2b	01 33 00	Post-Construction Submittals	L.S.	1		
3a	01 35 13.43	Temporary Re-suspension Barriers: Design and Procurement	L.S.	1		
3b	01 35 13.43	Temporary Re-suspension Barriers: Installation, Maintenance and Removal	L.S.	1		
4a	01 50 00	Mobilization	L.S.	1		
4b	01 50 00	Demobilization	L.S.	1		
5	01 91 13	Commissioning	L.S.	1		
6	02 21 13	Surveys	Day	181		
7a	02 41 13	Selective Site Demolition: General	L.S.	1		
7b	02 41 13	Selective Site Demolition: ICCP System	L.S.	1		
7c	02 41 13	Selective Site Demolition: South Jetty Fender Logs	L.S.	1		
8a	02 41 13.14	Asphalt Paving Removal: West Timber Jetty	tonne	698		
8b	02 41 13.14	Asphalt Paving Removal: South Timber Jetty	tonne	567		
8c	02 41 13.14	Asphalt Paving Removal: Miscellaneous for Buried Utilities	tonne	40		
9a	02 41 16.01	Pre-Construction Condition Inspections of Adjacent Structures	L.S.	1		

9b	02 41 16.01	Structure Demolition: South Jetty Fender Piles	L.S.	1		
9c	02 41 16.01	Structure Demolition: South Jetty Corner Dolphin Piles	L.S.	1		
9d	02 41 16.01	Structure Demolition: Timber Pile Support Beams and Chocks (at Sheet Pile Perimeter Wall)	L.S.	1		
9e	02 41 16.01	Structure Demolition: Steel Waler Beams (at Sheet Pile Perimeter Wall)	L.S.	1		
9f	02 41 16.01	Structure Demolition: West Timber Jetty (at assumed average density of 840 kg/m ³)	tonne	3,180		
9g	02 41 16.01	Structure Demolition: South Timber Jetty (at assumed average density of 840 kg/m ³)	tonne	2,460		
9h	02 41 16.01	Structure Demolition: Timber Cutoff Piles and Collapsed Sheet Pile Wall	L.S.	1		
9i	02 41 16.01	Structure Demolition: West Jetty Concrete Crane Pad	cu. m	350		
9j	02 41 16.01	Structure Demolition: South Jetty Concrete Crane Pad	cu. m	110		
10a	02 41 16.02	Structure Relocation: Disconnect and Store Tug Boat Wharf	L.S.	1		
10b	02 41 16.02	Structure Relocation: Reinstall Tug Boat Wharf	L.S.	1		
11	03 39 00	In-Situ Concrete: Jetty Deck Slab	cu. m	23		
12a	05 50 00	Metal Fabrications: Temporary Support Walers at Timber Crib (re-used material)	L.S.	1		
12b	05 50 00	Metal Fabrications: Wharf Safety Ladders (re-used material)	L.S.	1		
12c	05 50 00	Metal Fabrications: Miscellaneous	L.S.	1		
13a	06 10 10	Timber Chocks (re-used material)	L.S.	1		
13b	06 10 10	Timber Bull Rail (re-used material)	L.S.	1		
14	22 15 00	Modifications to Compressed Air System	L.S.	1		
15	22 33 18	Modifications to Drainage Waste Piping	L.S.	1		
16	26 05 21	Modifications to LV Electrical System	L.S.	1		
17	26 05 27	Grounding	L.S.	1		
18	31 32 19.01	Geotextile: Sheet Pile Wall Overlap Joints	L.S.	1		
19a	31 61 13	Removal of Pipe Piling Obstructions	Hr	24		

19b	31 61 13	Disposal of Pipe Piling Obstructions	tonne	5.0		
20a	31 62 17	Removal of Sheet Piling Obstructions	Hr	24		
20b	31 62 17	Disposal of Sheet Piling Obstructions	tonne	5.0		
20c	31 62 17	Steel Sheet Piling: Re-Drive Wall Type A (AZ26-700)	L.S.	1		
20d	31 62 17	Steel Sheet Piling: Re-Drive Wall Type B (AZ38-700N)	L.S.	1		
20e	31 62 17	Steel Sheet Piling: Re-Drive Wall Type C (AZ50)	L.S.	1		
20f	31 62 17	Steel Sheet Piling: Re-Drive Wall Type D (AZ50)	L.S.	1		
20g	31 62 17	Steel Sheet Piling: Re-Drive Wall Type E (AZ38-700N)	L.S.	1		
20h	31 62 17	Steel Sheet Piling: Cut Off and Dispose Wall Type D at Timber Crib (AZ50)	L.S.	1		
20i	31 62 17	Steel Sheet Piling: Extract and Dispose Wall Type A (AZ26-700)	L.S.	1		
20j	31 62 17	Steel Sheet Piling: Extract and Dispose Wall Type B (AZ38-700N)	L.S.	1		
20k	31 62 17	Steel Sheet Piling: Extract and Dispose Wall Type C (AZ50)	L.S.	1		
20l	31 62 17	Steel Sheet Piling: Extract and Dispose Wall Type D (AZ50)	L.S.	1		
20m	31 62 17	Steel Sheet Piling: Extract and Dispose Wall Type E (AZ38-700N)	L.S.	1		
21a	31 62 19	Timber Piling: Re-install South Jetty Fender Piles (at concrete jetty perimeter)	L.S.	1		
21b	31 62 19	Timber Piling: Re-install South Jetty Corner Dolphin Piles (as navigation markers)	L.S.	1		
22	32 11 19	Granular Sub-Base	cu. m	21		
23	32 11 23	Granular Base	cu. m	36		
24	32 12 16	Asphalt Paving	sq. m	172		
25	33 11 16	Modifications to Fire Water Mains	L.S.	1		
26a	35 20 23	Required Dredging	cu.m	37,900		
26b	35 20 23	Contingency Re-dredging	cu.m	2,100		
26c	35 20 23	Required Dredging In-Water Transportation	cu.m	37,900		
26d	35 20 23	Contingency Re-dredging In-Water Transportation	cu.m	2,100		
27a	35 20	Offloading	cu.m	40,000		

	23.01					
27b	35 20 23.01	Upland Transportation	cu.m	39,800		
27c	35 20 23.01	Hazardous Waste Upland Transportation	cu.m	200		
27d	35 20 23.01	Non-Hazardous Waste Disposal	cu.m	39,800		
27e	35 20 23.01	Hazardous Waste Disposal	cu.m	200		
28a	35 37 10	Sand Material Type 1	cu.m	8,300		
28b	35 37 10	Sand Material Type 2	cu.m	14,900		
28c	35 37 10	Sand Material Type 3	cu.m	600		
28d	35 37 10	Filter Material	cu.m	6,500		
28e	35 37 10	Armour Material (0.3 m Rock)	cu.m	7,000		
28f	35 37 10	Armour Material (0.15 m Rock)	cu.m	2,000		
28g	35 37 10	Impermeable Geosynthetic Material	sq. m	400		
Total Bid Amount (Excluding Applicable Taxes)						

Note: Tender Items 26a through 28f, as shown on the Unit Price Table, provide pay volumes for all planned dredging and in-water transportation, offloading, upland transportation, and disposal of dredged sediment and debris, and placement of Engineered Capping materials activities, and include payable over-dredge and over-placement allowances, as described in the Specifications and as shown on the Drawings.

APPENDIX 2 – SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

Requirements for the Set-aside Program for Aboriginal Business

(Annex 9.4 of the Supply Policy Manual) – 2012-12-13)

1. Who is eligible?

- a. An Aboriginal business, which can be:
 - i. a band as defined by the Indian Act
 - ii. a sole proprietorship
 - iii. a limited company
 - iv. a co-operative
 - v. a partnership
 - vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

- b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The supplier must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

2. Are there any other requirements attached to suppliers in the Set-Aside Program for Aboriginal Business?

Yes

- a. In respect of a contract, (goods, service or construction), on which a supplier is making a proposal which involves subcontracting, the supplier must certify in its bid that at least thirty-three percent of the value of the work performed under the contract will be performed by an Aboriginal business. Value of the work performed is considered to be the total value of the contract less any materials directly purchased by the contractor for the performance of the contract. Therefore, the supplier must notify and, where applicable, bind the subcontractor in writing with respect to the requirements that the Aboriginal Set-Aside Program (the Program) may impose on the subcontractor or subcontractors.
- b. The supplier's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the supplier with information, substantiating its compliance with the Program, and authorize the supplier to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the supplier to exact or enforce such a provision will be deemed to be a breach of contract and subject to the civil consequences referred to in this document.
- c. As part of its bid, the supplier must complete the Certification of Requirements for the Set-Aside Program for Aboriginal Business(certification) stating that it:
 - i. meets the requirements for the Program and will continue to do so throughout the duration of the contract;
 - ii. will, upon request, provide evidence that it meets the eligibility criteria;
 - iii. is willing to be audited regarding the certification; and

- iv. acknowledges that if it is found NOT to meet the eligibility criteria, the supplier shall be subject to one or more of the civil consequences set out in the certification and the contract.

See Standard Acquisition Clauses and Conditions (SACC) Manual clause [A3000T](#).

3. How must the business prove that it meets the requirements?

- a. It is not necessary to provide evidence of eligibility at the time the bid is submitted. However, the business should have evidence of eligibility ready in case it is audited.
- b. The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the business.

4. What evidence may be required from the business?

- a. Ownership and control
 - i. Evidence of ownership and control of an Aboriginal business or joint venture may include incorporation documents, shareholders' or members' register; partnership agreements; joint venture agreements; business name registration; banking arrangements; governance documents; minutes of meetings of Board of Directors and Management Committees; or other legal documents.
 - ii. Ownership of an Aboriginal business refers to "beneficial ownership" i.e., who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business. (See [Appendix A Set-aside Program for Aboriginal Business](#) for a list of the factors, which may be considered by Canada.)
- b. Employment and employees
 - i. Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least 33 percent of the full-time employees are Aboriginal, the business must, upon request by Canada, immediately provide a completed Owner/Employee Certification form for each full-time employee who is Aboriginal. See SACC Manual clause [A3001T](#).
 - ii. Evidence as to whether an employee is or is not full-time and evidence as to the number of full-time employees may include payroll records, written offers for employment, and remittance and payroll information maintained for Canada Revenue Agency purposes as well as information related to pension and other benefit plans.
 - iii. A full-time employee, for the purpose of this program, is one who is on the payroll, is entitled to all benefits that other full-time employees of the business receive, such as pension plan, vacation pay and sick leave allowance, and works at least 30 hours a week. It is the number of full-time employees on the payroll of the business at the date of bid submission that determines the ratio of Aboriginal to total employees of the business for the purpose of establishing eligibility under the Program.
 - iv. Owners who are Aboriginal and full-time employees who are Aboriginal must be ready to provide evidence in support of such status. The Owner/Employee Certification to be completed by each owner and full-time employee who is Aboriginal shall state that the person meets the eligibility criteria and that the information supplied is true and complete. This certification shall provide the person's consent to the verification of the information submitted.

5. Subcontracts

- a. Evidence of the proportion of work done by subcontractors may include contracts between the contractor and subcontractors, invoices, and paid cheques.
- b. Evidence that a subcontractor is an Aboriginal business (where this is required to meet the minimum Aboriginal content of the contract) is the same as evidence that a prime contractor is an Aboriginal business.

6. Who is an Aboriginal Person for Purposes of the Set-Aside Program for Aboriginal Business?

- a. An Aboriginal person is an Indian, Metis or Inuit who is ordinarily resident in Canada.
- b. Evidence of being an Aboriginal person will consist of such proof as:
 - i. Indian registration in Canada;
 - ii. membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada;
 - iii. acceptance as an Aboriginal person by an established Aboriginal community in Canada;
 - iv. enrollment or entitlement to be enrolled pursuant to a comprehensive land claim agreement;
 - v. membership or entitlement to membership in a group with an accepted comprehensive claim;
 - vi. evidence of being resident in Canada includes a provincial or territorial driver's license, a lease or other appropriate document.

Annex A to Appendix 2: Set-aside Program for Aboriginal Business

(Excerpt from Treasury Board Contracting Policy Notice 1996-6, Annex A.)

Factors that may be considered in determining whether Aboriginal persons have at least 51% ownership and control of an Aboriginal business include:

- a. capital stock and equity accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options;
- b. dividend policy and payments;
- c. existence of stock options to employees;
- d. different treatment of equity transactions for corporations, partnerships, joint ventures, community organizations, cooperatives, etc.;
- e. examination of charter documents, i.e., corporate charter, partnership agreement, financial structure;
- f. concentration of ownership or managerial control in partners, stockholders, officers trustees and directors-based definition of duties;
- g. principal occupations and employer of the officers and directors to determine who they represent, i.e., banker, vested ownerships;

-
- h. minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction;
 - i. executive and employee compensation records for indication of level of efforts associated with position;
 - j. nature of the business in comparison with the type of contract being negotiated;
 - k. cash management practices, i.e., payment of dividends - preferred dividends in arrears;
 - l. tax returns to identify ownership and business history;
 - m. goodwill contribution/contributed asset valuation to examine and ascertain the fair market value of non-cash capital contributions;
 - n. contracts with owners, officers and employees to be fair and reasonable;
 - o. stockholder authority, i.e., appointments of officers, directors, auditors;
 - p. trust agreements made between parties to influence ownership and control decisions;
 - q. partnership - allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios;
 - r. litigation proceedings over ownership;
 - s. transfer pricing from non-Aboriginal joint venture;
 - t. payment of management or administrative fees;
 - u. guarantees made by the Aboriginal business;
 - v. collateral agreements.

SET-ASIDE FOR ABORIGINAL BUSINESS (A3000T) 2014-11-27

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business, For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#), Supply Manual.
2. The Bidder:
 - (i) certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - (ii) agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - (iii) agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
 - (i) () The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - (ii) () The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Bidder must check the applicable box below:
 - (i) () The Aboriginal business has fewer than six full-time employees.
OR
 - (ii) () The Aboriginal business has six or more full-time employees.
5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

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Owner/Employee Certification - Set-aside for Aboriginal Business (A3001T) 2014-11-27

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (insert "an owner" and/or "a full-time employee") of

_____ (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-aside Program for Aboriginal Business".

2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

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APPENDIX 4 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

Note; The contractor will be asked to fill out a report every six months or at project completion as per sample "Voluntary Reports for Apprentices Employed during the Contract" provided at Annex C

Name: _____

Signature: _____

Company Name: _____

Company Legal Name: _____

Solicitation Number: _____

Number of company employees: _____

Number of apprentices planned to be working on this contract: _____

Trades of those apprentices:

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APPENDIX 5 – DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

TO BE PROVIDED AT CONTRACT AWARD

Contracting Authority is :

Name : _____

Title : _____

Department : _____

Division : _____

Telephone : ____ - ____ - _____

e-mail : _____

Technical Authority is :

Name : _____

Title : _____

Department : _____

Division : _____

Telephone : ____ - ____ - _____

e-mail : _____

APPENDIX 6 - QUALIFICATION FORM

Using this Qualification Form or a reasonable copy of this Qualification Form, provide a response to each of the requirements set out in the Qualification Form.

All qualification requirements and information requirements are mandatory.

All tables must be fully and accurately completed. All information provided will form part of the contract.

The information provided by the Bidder may be verified by Canada. Failure by the Bidder to provide the information required or in the event that the information provided cannot be verified, the Bidder shall be disqualified and no further consideration will be given to the Bidder.

Canada reserves the right to verify the information with the identified owner/client for completeness and accuracy of the services provided for the projects listed.

Canada reserves the right to verify the information with the identified reference (for Superintendent) for the years of experience and completeness and accuracy of the services provided for the projects listed.

1.0 Make up of Bidder's Team

The Bidder shall be the Prime Contractor for this contract. Identify the parties that make up the Bidder's team for the Esquimalt Graving Dock Waterlot - Phase 2 South Jetty Under-Pier Sediment Remediation Project, including all subcontractors and/or partners that will provide the primary services in completing the contract.

At least one party MUST be identified for each of the primary services identified (except for the Treatment Facility which is optional, as per section 5.0 and the Specifications).

Only **one** party may be identified as the **Bidder/Prime Contractor**, and only one party may be identified as the **dredging contractor** (section 2.1).

A party may be identified for more than one primary service; however **all parties identified below for the primary services MUST be the parties that are also identified in the following sections as providing the necessary experience for that primary service to meet the qualification requirements.**

The parties identified for the primary services MUST be the resources used to complete the work under the contract.

The parties are not required to have previous project experience as a subcontractor and/or partner with the Bidder. In the separate table below, Bidders may identify additional services and associated parties deemed important to their team to successfully complete the project.

Primary Service	Name of Party
Bidder - Prime Contractor	
Dredging	
Marine construction including demolition	

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Temporary Resuspension Barrier (TRB) System Third Party Design Engineer	
Disposal Facility	
Hazardous Waste Management Facility	
Treatment Facility	
Environmental management and compliance	
Third Party Marine Surveyor	

Additional Services (if applicable)	Name of Party

2.0 Bidder's Team Experience

Identify the party that directly carried out the work, predominantly with its own forces, whether they were the prime contractor, a subcontractor or partner. **ALL parties identified below must also be identified in Section 1 above – they must be part of the Bidder's team for the Esquimalt Graving Dock Waterlot - Phase 2 South Jetty Under-Pier Sediment Remediation Project.** Note that a listed project can be used to demonstrate experience for multiple items, or multiple different projects can be listed to demonstrate experience for each item (if multiple projects are listed for a particular work item, submit on a separate copy of the page).

1. Identify projects demonstrating that the party that will carry out the dredging for the Esquimalt Graving Dock Waterlot - Phase 2 South Jetty Under-Pier Sediment Remediation Project has dredged in a single consecutive 12-month period **(either as part of a single project or multiple projects)** within the last 5 years (between January 1st 2010 and January 1st 2015) a total of at least 30,000 m³ using mechanical dredging equipment. **Only one party may be identified.** The party must have directly carried out the work, predominantly with its own forces.

Name of party that directly carried out the mechanical dredging	
Start and end dates (month/day/year to month/day/year) for the year in which the party has dredged in a single consecutive 12-month period within the last 5 years (between January 1 st 2010 and January 1 st 2015) at least 30,000 m ³ using mechanical dredging equipment	

Project name/description (one or two lines)	Owner/client name	Owner/client contact (email address and/or phone number)	Volume of mechanical dredging (m ³)
Total volume dredged; must sum to at least 30,000 m ³ :			

2. Project conducted within the last 5 years (between January 1st 2010 and January 1st 2015) requiring dredging of contaminated sediments (i.e., requiring disposal or treatment and disposal at authorized facilities):

Project name/description (one or two lines)	
Owner/client name	
Owner/client contact (email address and/or phone number)	
Project start and completion dates (month/day/year to month/day/year)	
Name of party that directly carried out the dredging of contaminated sediment	

3. Project conducted within the last 5 years (between January 1st 2010 and January 1st 2015) requiring in-water removal of debris, riprap, or hard material to grade:

Project name/description (one or two lines)	
Owner/client name	
Owner/client contact (email address and/or phone number)	
Project start and completion dates (month/day/year to month/day/year)	
Name of party that directly carried out the in-water removal	

4. Project conducted within the last 5 years (between January 1st 2010 and January 1st 2015) requiring in-water slope armouring and shoreline grading:

Project name/description (one or two lines)	
Owner/client name	
Owner/client contact (email address and/or phone number)	
Project start and completion dates (month/day/year to month/day/year)	
Name of party that directly carried out the in-water slope armouring and shoreline grading	

5. Project conducted within the last 5 years (between January 1st 2010 and January 1st 2015) requiring an engineered design for fixed or anchored silt curtains in a marine tidal environment to control suspended sediments.

Project name/description (one or two lines)	
Owner/client name	
Owner/client contact (email address and/or phone number)	

Project start and completion dates (month/day/year to month/day/year)	
Name of party that directly prepared the engineered design for silt curtains	

6. Dredging or marine construction project conducted within the last 5 years (between January 1st 2010 and January 1st 2015) requiring use of silt curtains for water quality compliance purposes.

Project name/description (one or two lines)	
Owner/client name	
Owner/client contact (email address and/or phone number)	
Project start and completion dates (month/day/year to month/day/year)	
Name of party that directly carried out the dredging or marine construction requiring use of silt curtains for water quality compliance	

7. Dredging or marine construction project conducted within the last 5 years (between January 1st 2010 and January 1st 2015) requiring Environmental Management Plans for compliance with environmental laws and regulations in a marine environment:

Project name/description (one or two lines)	
Owner/client name	
Owner/client contact (email address and/or phone number)	
Project start and completion dates (month/day/year to month/day/year)	
Name of party that directly carried out the dredging or marine construction requiring Environmental Management Plans	

8. Project conducted within the last 5 years (between January 1st 2010 and January 1st 2015) in Canada which required monitoring, sampling, and testing in accordance with an Environmental Management Plan for compliance with environmental laws and regulations in a marine environment, including monitoring to meet water quality criteria:

Project name/description (one or two lines)	
Project location	
Owner/client name	
Owner/client contact (email address and/or phone number)	
Project start and completion dates (month/day/year to month/day/year)	
Name of party that directly carried out the monitoring, sampling, and testing for environmental compliance	

9. Dredging or marine construction project conducted within the last 5 years (between January 1st 2010 and January 1st 2015) working within an active marine site (e.g., navigation channel or active berthing facility):

Project name/description (one or two lines)	
Project location	
Owner/client name	
Owner/client contact (email address and/or phone number)	
Project start and completion dates (month/day/year to month/day/year)	
Name of party that directly carried out the dredging or marine construction within an active marine site	

10. Project conducted within the last 5 years (between January 1st 2010 and January 1st 2015) in Canada requiring management of over land transport, disposal, or treatment and disposal at an authorized disposal facility or treatment facility of at least 20,000 m³ of contaminated soil or sediment (i.e., requiring disposal or treatment and disposal at authorized facilities):

Project name/description (one or two lines)	
Project location	
Owner/client name	
Owner/client contact (email address and/or phone number)	
Project start and completion dates (month/day/year to month/day/year)	
Name of party that directly carried out the management of over land transport, disposal or treatment and disposal of at least 20,000 m ³ of contaminated soil or sediment	

11. Project conducted within the last 5 years (between January 1st 2010 and January 1st 2015) in Canada requiring management of marine or upland Hazardous Waste removal, handling, transport, and disposal or treatment and disposal at an authorized hazardous waste management facility and/or treatment facility:

Project name/description (one or two lines)	
Project location	
Owner/client name	
Owner/client contact (email address and/or phone number)	
Project start and completion dates (month/day/year to month/day/year)	
Name of party that directly carried out the management of marine or upland	

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Hazardous Waste removal, handling, transport, and disposal or treatment and disposal	
--	--

12. Project completed within the last 5 years (between January 1st 2010 and January 1st 2015) requiring marine construction including marine structure demolition works and marine structure disposal of at least 1,500 tonnes:

Project name/description (one or two lines)	
Project location	
Owner/client name	
Owner/client contact (email address and/or phone number)	
Project start and completion dates (month/day/year to month/day/year)	
Name of party that directly carried out the marine construction including marine structure demolition works and marine structure disposal of at least 1,500 tonnes	

13. Name and credentials of Third-Party Marine Surveyor:

License number, member number, or professional association identifier for at least one of: (a) Licensed Member of the Association of British Columbia Land Surveyors (ABCLS) in good standing (or); (c) Professional Engineer employed by the party that is licensed to perform bathymetric and topographic surveys in British Columbia	
Name of party that is the Third-Party Marine Surveyor	

3.0 Superintendent Experience

Identify the Superintendent that directly carried out the work. **Only one Superintendent may be identified. The Superintendent identified must be the Superintendent that will be assigned to the Esquimalt Graving Dock Waterlot - Phase 2 South Jetty Under-Pier Sediment Remediation Project.** Note that a listed project can be used for multiple work items, or multiple different projects can be listed to demonstrate experience for each work item (if multiple projects are listed for a particular work item, submit on a separate copy of the page).

For the purposes of this contract the Superintendent and Project Manager are one in the same. The Superintendent shall be in full charge of the operations of the Bidder/Prime Contractor during the performance of the work and shall be authorized to accept on behalf of the Bidder/Prime Contractor any notice, order or other communication given to the Bidder/Prime Contractor relating to the work. The Superintendent shall have full authority to issue communications and submittals relating to the work on behalf of the Bidder/Prime Contractor.

1. Superintendent has a minimum of 10 years experience managing dredging projects:

Name of Superintendent	
Years of experience managing dredging projects	
Reference name and company name	
Reference contact information (email address and/or phone number)	

2. Project conducted within the last 5 years (between January 1st 2010 and January 1st 2015) using mechanical dredging equipment:

Project name/description (one or two lines)	
Owner/client name	
Owner/client contact (email address and/or phone number)	
Project start and completion dates (month/day/year to month/day/year)	

3. Project conducted within the last 5 years (between January 1st 2010 and January 1st 2015) requiring Environmental Management Plans for compliance with environmental laws and regulations:

Project name/description (one or two lines)	
Owner/client name	
Owner/client contact (email address and/or phone number)	
Project start and completion dates (month/day/year to month/day/year)	

4. Project conducted within the last 5 years (between January 1st 2010 and January 1st 2015) working within an active marine site (e.g., navigation channel or active berthing facility):

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Project name/description (one or two lines)	
Project location	
Owner/client name	
Owner/client contact (email address and/or phone number)	
Project Start and Completion Dates (month/day/year to month/day/year)	

5. Project conducted within the last 5 years (between January 1st 2010 and January 1st 2015) where the Superintendent was responsible for dredging of contaminated sediments (i.e., requiring disposal or treatment and disposal at authorized facilities):

Project name/description (one or two lines)	
Owner/client name	
Owner/client contact (email address and/or phone number)	
Project start and completion dates (month/day/year to month/day/year)	

6. Project conducted within the last 5 years (between January 1st 2010 and January 1st 2015) requiring in-water slope armouring and shoreline grading:

Project name/description (one or two lines)	
Owner/client name	
Owner/client contact (email address and/or phone number)	
Project start and completion dates (month/day/year to month/day/year)	

4.0 Site Supervisor(s) Experience

Identify the Site Supervisor(s) that directly carried out the work. **At least one Site Supervisor must be identified.** The Superintendent identified in Section 3.0 above may not be listed as a Site Supervisor. More than one Site Supervisor may be identified (i.e. more than one person can be identified in a single table, and different people can be identified in each of the different tables, to cover the various types of work listed), but **all of the Site Supervisors identified must be assigned to the Esquimalt Graving Dock Waterlot - Phase 2 South Jetty Under-Pier Sediment Remediation Project.** Note that a specific project can be listed for multiple work items (i.e. can use the same project more than once), or multiple different projects can be listed to demonstrate experience for each work item (if multiple projects are listed for a particular work item, submit on a separate copy of the page).

1. Site Supervisor for dredging has a minimum of 5 years experience supervising dredging projects:

Name of Site Supervisor	
Years of experience supervising dredging projects	

2. Project conducted within the last 5 years (between January 1st 2010 and January 1st 2015) using mechanical dredging equipment:

Name of Site Supervisor	
Project name/description (one or two lines)	
Owner/client name	
Owner/client contact (email address and/or phone number)	
Project start and completion dates (month/day/year to month/day/year)	

3. Project conducted within the last 5 years (between January 1st 2010 and January 1st 2015) that dredged contaminated sediments (i.e., requiring disposal or treatment and disposal at authorized facilities).

Name of Site Supervisor	
Project name/description (one or two lines)	
Owner/client name	
Owner/client contact (email address and/or phone number)	
Project start and completion dates (month/day/year to month/day/year)	

4. Project conducted within the last 5 years (between January 1st 2010 and January 1st 2015) requiring in-water slope armouring and shoreline grading:

Name of Site Supervisor	
-------------------------	--

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Project name/description (one or two lines)	
Owner/client name	
Owner/client contact (email address and/or phone number)	
Project start and completion dates (month/day/year to month/day/year)	

5. Project conducted within the last 5 years (between January 1st 2010 and January 1st 2015) requiring use of fixed or anchored silt curtains for water quality compliance purposes:

Name of Site Supervisor	
Project name/description (one or two lines)	
Owner/client name	
Owner/client contact (email address and/or phone number)	
Project start and completion dates (month/day/year to month/day/year)	

6. Project conducted within the last 5 years (between January 1st 2010 and January 1st 2015) requiring Environmental Management Plans for compliance with environmental laws and regulations:

Name of Site Supervisor	
Project name/description (one or two lines)	
Owner/client name	
Owner/client contact (email address and/or phone number)	
Project start and completion dates (month/day/year to month/day/year)	

7. Project conducted within the last 5 years (between January 1st 2010 and January 1st 2015) working within an active marine site (e.g., navigation channel or active berthing facility):

Name of Site Supervisor	
Project name/description (one or two lines)	
Owner/client name	
Owner/client contact (email address and/or phone number)	
Project start and completion dates (month/day/year to month/day/year)	

8. Project conducted within the last 5 years (between January 1st 2010 and January 1st 2015) in Canada requiring over land transport, disposal or treatment and disposal at an authorized disposal facility or treatment facility of at least 20,000 m³ of contaminated soil or sediment (i.e., requiring disposal and/or treatment at an authorized facility):

Name of Site Supervisor	
Project name/description (one or two lines)	
Project location	
Owner/client name	
Owner/client contact (email address and/or phone number)	
Project start and completion dates (month/day/year to month/day/year)	

9. Site Supervisor for marine construction including structure demolition has a minimum of 5 years experience supervising marine construction projects including specific experience on marine structure demolition works and marine structure disposal:

Name of Site Supervisor	
Years of experience supervising marine construction projects including marine structure demolition works	

10. Project conducted within the last 5 years (between January 1st 2010 and January 1st 2015) requiring marine construction including marine structure demolition works and marine structure disposal:

Name of Site Supervisor	
Project name/description (one or two lines)	
Owner/client name	
Owner/client contact (email address and/or phone number)	
Project start and completion dates (month/day/year to month/day/year)	

5.0 Disposal, Treatment, and Hazardous Waste Management Facilities

Identify the parties that are the Disposal Facility, Treatment Facility, and Hazardous Waste Management Facility that meet the requirements of the Specifications. **At least one Disposal Facility and one Hazardous Waste Management Facility must be identified**, and if the Bidder intends to perform treatment of sediment/soil, at least one Treatment Facility must be identified (note that sediment/soil treatment is optional as per the Specifications). **More than one facility for each type may be identified.**

ALL facilities identified in the table below must also be identified in Section 1 above – they must be part of the Bidder's team for the Esquimalt Graving Dock Waterlot - Phase 2 South Jetty Under-Pier Sediment Remediation Project. Only facilities identified in the table below and in Section 1 may be used for the project.

All facilities identified must be located in Canada, must exist at the time of tender closing, and must at the time of tender closing hold a valid and subsisting permit, license, certificate, approval, or other form of authorization issued by a province or territory as per the Specifications.

As per the Specifications, the Bidder shall assume that all non-Hazardous Waste Quality Material and non-salvageable debris will require disposal at a Disposal Facility according to the British Columbia Contaminated Sites Regulation (CSR) Industrial Land use standards (i.e., waste quality or IL+ waste).

As part of the bid submission, Bidder's must provide:

(1) A copy of the valid and subsisting permit, license, certificate, approval, or other form of authorization issued by a province or territory for all facilities identified, and;

(2) Letters from the Disposal Facility and Hazardous Waste Management Facility owners indicating that the facility can accept the volume of contaminated sediment/soil for this project as described in the Specifications. The total of the sediment/soil volume indicated in the letter(s) must be at least 40,000 m³ (sum of required dredging and contingency re-dredging as per the Specifications).

1. Disposal Facility(ies)

Name of Disposal Facility	Number or identifier of permit, license, certificate, approval, or other form of authorization	Province or territory that issued permit, license, certificate, approval, or other form of authorization

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2. Hazardous Waste Management Facility(ies)

Name of Hazardous Waste Management Facility	Number or identifier of permit, license, certificate, approval, or other form of authorization	Province or territory that issued permit, license, certificate, approval, or other form of authorization

3. Treatment Facility(ies) (This section to be completed only if Bidder intends to treat soil/sediment):

Name of Treatment Facility	Number or identifier of permit, license, certificate, approval, or other form of authorization	Province or territory that issued permit, license, certificate, approval, or other form of authorization

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APPENDIX 7 – BID AND ACCEPTANCE FORM FLOATING PLANT

Please view attachment



**BID AND ACCEPTANCE FORM
FLOATING PLANT**

DREDGES AND OTHER FLOATING PLANT

I/We declare that I/We have the following named plant for the performance of the Work and that the capacity as stated below applies to the materials and conditions specified for this project. I/We understand that the award of a contract by Public Works and Government Services Canada does not imply agreement with the claimed capacity but only confirms that the equipment meets the requirements of the floating plant clause as outlined below.

Name of dredge		Official registry no.	
*Type of dredge	Capacity per hour m ³ sm or m ³ pm	Length x Breadth m	
Draft m	Maximum working depth m	Minimum working depth m	
No. of scows		Capacity of each	
Tug	Official registry no.	Length x Breadth x Draft m	
Name of dredge		Official registry no.	
*Type of dredge	Capacity per hour m ³ sm or m ³ pm	Length x Breadth m	
Draft m	Maximum working depth m	Minimum working depth m	
No. of scows		Capacity of each	
Tug	Official registry no.	Length x Breadth x Draft m	

* Note: The Bidder will state whether the dredges are of dipper, backhoe, clamshell, orange peel, cutter suction or trailing suction hopper type.

Dredges or other floating plant used to perform the Work on this dredging project shall be on Canadian registry and of Canadian make or manufacture. A bidder with dredges or other floating plant not of Canadian make or manufacture is required to obtain a certificate of qualification in that respect from Industry Canada prior to submitting a bid and a true copy of such certificate shall be included with the bid documents. A request for a certificate of qualification shall be directed to: Director

Space, Defence and Marine Directorate
Room: 709C, CD Howe Building
235 Queen Street
Ottawa, Ontario
K1A 0H5

Telephone: (613) 954-3774
Facsimile: (613) 998-6703

and must be received by that official not less than fourteen (14) days prior to the closing date for the submission of bids. Floating plant qualified by Industry Canada may be accepted to perform the Work on this dredging project. Requests for certificates of qualification may be submitted in the form annexed hereto.



**BID AND ACCEPTANCE FORM
FLOATING PLANT**

REQUEST FOR CERTIFICATE OF QUALIFICATION OF FLOATING PLANT

The Bidder will use a separate sheet for each unit of floating plant.

1. Name and address of owner	
2. Name and address of operator	
3. Name of unit	
4. Canadian registry no.	5. Type of unit (dredge, tug, scow, pontoon, etc.)
6. Date of Canadian registry	7. Date unit originally built
8. Shipyard where unit originally built	
9. Record of work done to unit in Canada. For each major job show:	
Date	Shipyard
Type of work	Cost
Country of origin of equipment installed	

10. If unit has changed ownership show name and current address of previous owner(s) for each modification referred to in item 9 on a separate page.

CORPORATE SEAL

Signature

Date

Solicitation No. - N° de l'invitation

EZ899-151108/B

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

Amd. No. - N° de la modif.

File No. - N° du dossier

PWY-4-37180

Buyer ID - Id de l'acheteur

pw026

CCC No./N° CCC - FMS No./N° VME

ANNEX A - SECURITY REQUIREMENT CHECK LIST (SRCL)

Please view attachment



Government
of Canada

Gouvernement
du Canada

RECEIVED

SEP 30 2014

Contract Number / Numéro du contrat

043PM

Security Classification / Classification de sécurité
UNCLASSIFIED

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		Public Works and Government Services Canada	2. Branch or Directorate / Direction générale ou Direction EASD
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail EGD Waterlot Remediation Project is to remediate (clean up) contaminated sediments in the Esquimalt Graving Dock (EGD) Waterlot			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> 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?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> 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)		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> 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.		<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> 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?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> 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: <input type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
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"/>



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

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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 ☐ Yes
Non 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 ☐ Yes
Non 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 ☒ Yes
Non Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No ☒ Yes
Non 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 ☐ Yes
Non 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 ☐ Yes
Non 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 ☐ Yes
Non 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 ☐ Yes
Non 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 ☐ Yes
Non Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada



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	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			COSMIC TRÈS SECRET	A	B	C	CONFIDENTIEL	
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Solicitation No. - N° de l'invitation

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PWY-4-37180

Buyer ID - Id de l'acheteur

pw026

CCC No./N° CCC - FMS No./N° VME

ANNEX B - CERTIFICATE OF INSURANCE (Not required at solicitation closing)

Please view attachment

CERTIFICATE OF INSURANCE



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Description and Location of Work Esquimalt Graving Dock (EGD) Walerlot Remediation Project Phase 2 South Jetty Under –Pier Sediment Remediation Constance Cove of Esquimalt Harbour on Vancouver Island, BC	Contract No. EZ899-151108
	Project No. R.018400.002

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code

Additional Insured

Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability	
Marine Liability Insurance				\$	
Commercial General Liability				\$ 2,000,000.00 <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate \$
Environmental Impairment Liability Insurance (Type 2 : Contractor's Pollution Liability)				\$ 5,000,000.00 <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate \$
Automobile Liability Insurance				\$ 2,000,000.00 <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate \$
Errors and Omissions Liability				\$5,000,000.00 <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate \$

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

Telephone number

Signature

Date D / M / Y

General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

Marine Liability Insurance

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the Marine Liability Act, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - d. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

Commercial General Liability

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

Environmental Impairment Liability Insurance (a)(b)(c)(d)(e)(f)

Type 2: Contractor's Pollution Liability

1. The Contractor must obtain **Type 2: Contractor's Pollution Liability** insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The **Type 2: Contractor's Pollution Liability** policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
- b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- c. Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
- f. Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.

Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$5,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

ANNEX C - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT (Sample)

(This report is not required at bid deposit)

The Contractor should compile and maintain records on the number of apprentices and their trade that were hired to work on the contract.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

The data should be submitted six months after the Contract award or at the end of the Contract, whichever comes first to the Contracting Authority.

Number of apprentices hired	Trade

(Add rows as needed)