



SPECIFICATIONS

SOLICITATION #: 15-22060

BUILDING: M-20
1200 Montreal Road Campus
Ottawa, Ontario

PROJECT: M-20 Asbestos Abatement

PROJECT #: M20-5059

Date: July 2015

SPECIFICATION

TABLE OF CONTENTS

Construction Tender Form

Buyandsell Notice

Instructions to Bidders

Ontario Sales Tax

Acceptable Bonding Companies

Articles of Agreement

Plans and Specifications

A

Terms of Payment

B

General Conditions

C

Labour Conditions and Fair Wage Schedule

D

N/A

Insurance Conditions

E

Contract Security Conditions

F

Security Requirement Check List

G

National Research Council Conseil national de recherches
Canada Canada

Administrative Services Direction des services
& Property management administratif et gestion
Branch (ASPM) de l'immobilier (SAGI)

Construction Tender Form

Project Identification **M-20 Asbestos Abatement**

Tender No.: **15-22060**

1.2 Business Name and Address of Tenderer

Name _____

Address _____

Contact Person(Print Name) _____

Telephone (_____) _____ **Fax:** (_____) _____

1.3 Offer

I/We the Tenderer, hereby offer to Her Majesty the Queen in Right of Canada (hereinafter referred to as "Her Majesty") represented by the National Research Council Canada to perform and complete the work for the above named project in accordance with the Plans and Specifications and other Tender Documents, at the place and in the manner set out therein for the Total Tender Amount (to be expressed in numbers only) of: \$_____. _____ **in lawful money of Canada (excluding GST/HST)**

The above amount is inclusive of all applicable (*) Federal, Provincial and Municipal taxes except that in the event of a change in any tax imposed under the Excise Act, the Excise Tax Act, the Old Age Security Act, the Customs Act, the Customs Tariff or any provincial sales tax legislation imposing a retail sales tax on the purchase of tangible personal property incorporated into Real Property, that occurs

- .1 after the date this tender was mailed or delivered, or
- .2 if this tender is revised, after the date of the last revision

the amount of this offer shall be decreased or decreased in the manner provided for in GC22 of the General Conditions of the Contract Documents.

National Research Council Canada	Conseil national de recherches Canada
Administrative Services & Property management Branch (ASPM)	Direction des services administratif et gestion de l'immobilier (SAGI)

1.3.1 Offer (continued)

(*) For the purpose of this tender, the Goods and Services Tax (GST) is not to be considered as an applicable tax.

In the province of Quebec, the Quebec Sales Tax is not to be included in the tender amount because the Federal Government is exempt from this tax. Tenderers shall make arrangements directly with the provincial Revenue Department to recover any tax they may pay on good and servives acquired in the performance of this contract. However, tenderers should include in their tender amount Quebec Sales Tax for which an Input Tax Refund is not available.

1.4 Acceptance and Entry into Contract

I/We undertake, within fourteen (14) days of notification of acceptance of my/our offer, to sign a contract for the performance of the work provided I/we are notified, by the Department, of the acceptance of my/our offer within 30 days of the tender closing date.

1.5 Construction Time

I/We Agree to complete the work within the time stipulated in the specification from the date of notification of acceptance of my/our offer.

1.6 Bid Security

I/We herewith enclose tender security in accordance with Article 5 of the General Instruction to Tenderers.

I/We understand that if a security deposit is furnished as tender security and if I/we refuse to enter into a contract when called upon to do so, my/our security deposit shall be forfeited but the Minister may, if it is in the public interest, waive the right of Her Majesty to forfeit the security deposit.

I/We understand that if the security furnished is not in the approved form as described in Article 5 of the General Instructions to Tenderers, my/our tender is subject to disqualification.

National Research Council Conseil national de recherches
Canada Canada

Administrative Services Direction des services
& Property management administratif et gestion
Branch (ASPM) de l'immobilier (SAGI)

1.7 Contract Security

Within fourteen (14) days after receipt of written notification of the acceptance of my/our offer, I/we will furnish contract security in accordance with the Contract Conditions "F" of the Contract Documents.

I/We understand that the contract security referred to herein, if provided in the form of a bill of exchange, will be deposited into the Consolidated Revenue Fund of Canada.

1.8 Appendices

This Tender Form includes Appendix No. ____N/A_____.

1.9 Addenda

The Total Tender Amount provides for the Work described in the following Addenda:

NUMBER	DATE	NUMBER	DATE

(Tenderers shall enter numbers and dates of addenda)

National Research Council Canada	Conseil national de recherches Canada
-------------------------------------	--

Administrative Services & Property management Branch (ASPM)	Direction des services administratif et gestion de l'immobilier (SAGI)
---	--

1.10 Execution of Tender

The Tenderer shall refer to Article 2 of the General Instructions to Tenderers.

**SIGNED, ATTESTED TO AND DELIVERED on the _____ day of
_____ on behalf of**

(Type or print the business name of the Tenderer)

AUTHORIZED SIGNATORY (IES)

(Signature of Signatory)

(Print name & Title of Signatory)

(Signature of Signatory)

(Print name & Title of Signatory)

SEAL

BUY AND SELL NOTICE

M-20 Asbestos Abatement

The National Research Council Canada, 1200 Montreal Road Campus, Ottawa, ON has a requirement for a project that includes:

Asbestos abatement at M-20 2nd floor old library area..

1. GENERAL

Questions regarding any aspect of the project are to be addressed to and answered only by the Departmental Representative (or his designate) or the Contracting Authority.

Any information received other than from the Departmental Representative (or his designate) or the Contracting Authority will be disregarded when awarding the contract and during construction.

Firms intending to submit tenders on this project should obtain tender documents through the Buyandsell.gc.ca TMA services provider. Addenda, when issued, will be available from the Buyandsell.gc.ca TMA service provider. Firms that elect to base their bids on tender documents obtained from other sources do so at their own risk and will be solely responsible to inform the tender calling authority of their intention to bid. Tender packages are not available for distribution on the actual day of tender closing.

2. MANDATORY SITE VISIT

It is mandatory that the bidder attends one of the site visits at the designated date and time. At least one representative from proponents that intend to bid must attend.

The site visits will be held on August 4th and August 6th, 2015 at **9:00**. Meet Mark O'Connor at Building M-20, Main Entrance, 1200 Montreal Road Campus, Ottawa, ON. Bidders who, for any reason, cannot attend at the specified date and time will not be given an alternative appointment to view the site and their tenders, therefore, will be considered as non-responsive. **NO EXCEPTIONS WILL BE MADE.**

As proof of attendance, at the site visit, the Contracting Authority will have an Attendance Form which **MUST** be signed by the bidder's representative. It is the responsibility of all bidders to ensure they have signed the Mandatory Site Visit Attendance form prior to leaving the site. Proposals submitted by bidders who have not attended the site visit or failed to sign the Attendance Form will be deemed non-responsive.

3. TENDER CLOSING DATE

Tender closing date is August 20th, 2015 at 14:00.

4. TENDER RESULTS

Following the Tender closing, the tender results will be sent by facsimile to all Contractors who submitted a tender.

5. SECURITY REQUIREMENT FOR CANADIAN CONTRACTORS

5.1 MANDATORY SECURITY REQUIREMENT:

This procurement contains a mandatory security requirement as follows:

- 1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Director (CISD), Public Works Government Services Canada.
- 2 The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 3 The Contractor must comply with the provisions of the:
 - a. Security Requirements Checklist attached at Appendix "D"
 - b. Industrial Security Manual (Latest Edition) available at: <http://ssi-iss.tpsgc-pwgsc.gc.ca/msi-ism/msi-ism-eng.html>

5.2 VERIFICATION OF SECURITY CLEARANCE AT BID CLOSING

- 1 The Bidder must hold a valid Designated Organization Screening (DOS) issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC), **TO BE INCLUDED WITH THEIR TENDER OR PROVIDED WITHIN 48 HOURS FROM THE DATE AND TIME OF TENDER CLOSING.** Verifications will be made through CISD to confirm the security clearance status of the Bidder. Failure to comply with this requirement will render the bid non-compliant and no further consideration will be given to the bid.
- 2 Within 72 hours of tender closing, the General Contractor must name all of his sub-contractors, each of whom **must hold a valid RELIABILITY STATUS**, granted or approved by CISD/PWGSC, or any other Federal Department or Agency along with the names and birthdates or security clearance certificate numbers of all personnel who will be assigned to the project.
- 3 It is to be noted that any subcontractor required to perform any part of the work during the performance of the subsequent contract must also adhere to the mandatory security requirement of the contract. As well, no personnel without the required level of security will be allowed on site. It will be the responsibility of the successful bidder to ensure that the security requirement is met throughout the performance of the contract. The Crown will not be held liable or accountable for any delays or additional costs associated with the contractor's non-compliance to the mandatory security requirement. Failure to comply with the mandatory security requirement will be grounds for being declared in default of contract.
- 4 For any enquiries concerning the project security requirement during the bidding period, the Bidder/Tenderer must contact the Security Officer @ 613-993-8956.

6.0 WSIB (WORKPLACE SAFETY AND INSURANCE BOARD)

- 1 All Bidders must provide a valid WSIB certificate with their Tender or prior to contract award.

7.0 OFFICE OF THE PROCUREMENT OMBUDSMAN

1 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa-opo.gc.ca.

2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa-opo.gc.ca.

3 The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa-opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

The Departmental Representative or his designate for this project is: **Mark O'Connor**
Telephone: **613 991-9873**

Contracting Authority for this project is: **Marc Bédard** marc.bedard@nrc-cnrc.gc.ca
Telephone: **613 993-2274**

INSTRUCTIONS TO BIDDERS

Article 1 – Receipt of Tender

- 1a) Tenders must be received not later than the specified tender closing time. Tenders received after this time are invalid and shall not be considered, regardless of any reason for their late arrival.
- 1b) A letter of printed telecommunication from a bidder quoting a price shall not be considered as a valid tender unless a formal tender has been received on the prescribed Tender Form.
- 1c) Bidders may amend their tenders by letter or printed telecommunication provided that such amendments are received not later than the specified tender closing time.
- 1d) Any amendments to the tender which are transmitted by telefax must be signed and must clearly identify the tenderer.

All such amendments are to be addressed to:
National Research Council of Canada
Marc Bedard, Senior Contracting Officer
Building M-22
Montreal Road, Ottawa, Ontario
K1A 0R6

Fax: (613) 991-3297

Article 2 – Tender Form & Qualifications

- 1) All tenders must be submitted on the Construction Tender Form and the tender must be signed in compliance with the following requirements:
 - a) Limited Company: The full names of the Company and the name(s) and status of the authorized signing officer(s) must be printed in the space provided for that purpose. The signature(s) of the authorized officer(s) and the corporate seal must be affixed.
 - b) Partnership: The firm name and the name(s) of the person(s) signing must be printed in the space provided. One or more of the partners must sign in the presence of a witness who must also sign. An adhesive coloured seal must be affixed beside each signature.
 - c) Sole Proprietorship : The business name and the name of the sole proprietor must be printed in the space provided. The sole proprietor must sign in the presence of a witness who must also sign. An adhesive coloured seal must be affixed beside each signature.
- 2) Any alterations in the printed part of the Construction Tender Form or failure to provide the information requested therein, may render the tender invalid.
- 3) All space in the Construction Tender Form must be completed and any handwritten or typewritten corrections to the parts so completed must be initialed immediately to the side of the corrections by the person or persons executing the tender on behalf of the the tenderer.
- 4) Tenders must be based on the plans, specifications and tender documents provided.

Article 3 - Contract

- 1) The Contractor will be required to sign a contract similar to the Standard Contract Form for Fixed Price Construction Contracts, a blank specimen of which is enclosed in the package for reference purposes.

Article 4 – Tender Destination

- 1a) Tenders are to be submitted in sealed envelopes to:
National Research Council Canada
Administrative Services and Property Management Branch
1200 Montreal Road
Building M-22
Ottawa, ON
K1A 0R6

Endorsed “Tender for (insert title of work as it appears in the drawings and specifications)” and must bear the name and address of the tenderer.

- 1b) Unless otherwise specified, the only documents required to be submitted with the tender are the Tender form and the Bid Security.

Article 5 - Security

- 1a) Bid Security is required and must be submitted in one of the following forms:
 - i) a certified cheque payable to the Receiver General for Canada and drawn on a member of the Canadian Payments Association or a local cooperative credit society that is a member of a central cooperative credit society having membership in the Canadian Payments Association; **OR**
 - ii) bonds of the Government of Canada, or bonds unconditionally guaranteed as to principal and interest by the Government of Canada; **OR**
 - iii) a bid bond.
- 1b) Regardless of the Bid Security submitted, it should never be more than \$250,000 maximum, calculated at 10% of the first \$250,000 of the tendered price, plus 5% of any amount in excess of \$250,000.
- 2a) Bid Security shall accompany each tender or, if forwarded separately from the tender, shall be provided not later than the specified tender closing time. Bid Security must be in the **ORIGINAL** form. Fax or photocopies and **NOT** acceptable. **FAILURE TO PROVIDE THE REQUIRED BID SECURITY SHALL INVALIDATE THE TENDER.**
- 2b) If the tender is not accepted, the Bid Security submitted pursuant to Article 8 shall be returned to the tenderer.
- 3a) The successful tenderer is required to provide security within 14 days of receiving notice of tender acceptance. The tenderer must furnish **EITHER**:
 - i) a Security Deposit as described in 1(b) above together with a Labour and Material Payment Bond in the amount of at least 50% of the amount payable under the contract, **OR**

- ii) a Performance Bond and a Labour and Material Payment Bond – each in the amount of 50% of the amount payable under the contract.
- 3b) Should it not be possible to obtain a Labour Material Payment Bond as required under 3(a) above, on making application thereof to at least two acceptable Bonding Companies, an additional Security Deposit of a straight 10% of the amount payable under the contract must be furnished.
- 3c) Where a tender has been accompanied by a Security Deposit, as described in 1(b) above, the amount of the Security Deposit required under 3(a) above may be reduced by the amount of the Security Deposit which accompanied the tender.
- 3d) Bonds must be in an approved form and from the companies whose

bonds are acceptable to the Government of Canada. Samples of the approved form of Bid Bond, Performance Bond and Labour and Material Payment Bond and a list of acceptable Bonding Companies may be obtained from the Contracting Officer, National Research Council, Building M-22, Montreal Road, Ottawa, Ontario, K1A 0R6.

Article 6 – Interest On Security Deposits

- 1) Tenderers are notified that they must make their own arrangements with their bankers as to the interest, if any, on the amount of the certified cheque accompanying their tender. The Council will not pay interest on said cheque pending the awarding of the contract nor be responsible for the payments of interest under any arrangement made by the tenderers.

Article 7 – Sales Tax

- 1) The amount of the tender shall include all taxes as levied under the Excise Act, the Excise Tax Act, the Old Age Security Act, the Customs Act or the Customs Tariff, in force or applicable at the time.
- 2) In Quebec, the Provincial Sales Tax should not be included in the Tender Price as the Federal Government is exempt. Tenderers should contact the Provincial Revenue Minister to recover all taxes paid for goods and services rendered under this contract.

Tenderers must include in their Tender Price the amount of Provincial Sales Tax for which the exemption does not apply.

Article 8 – Examination of Site

- 1) All parties tendering shall examine the sites of the proposed work before sending in their tender and make themselves thoroughly acquainted with the same and obtain for themselves any and all information that may be necessary for the proper carrying out of the Contract. No after claim will be allowed or entertained for any work or material that may be requisite and necessary for the proper execution and completion of this Contract with the exception of that provided for under GC 35 in the General Conditions of the General Specification.

Article 9 – Discrepancies, Omissions, Etc.

- 1a) Bidders finding discrepancies in, or omissions from, drawings, specifications or other documents, or having any doubt as to the meaning or intent of any part thereof, should at once notify the Engineer who will send written instructions or explanation to all bidders.
- 1b) Neither the Engineer nor the Council will be responsible for oral instructions.
- 1c) Addenda or corrections issued during the time of the bidding shall be covered in the proposal. However, the contract supersedes all communications, negotiations and agreements, either written or oral, relating to the work and made prior to the date of the contract.

Article 10 – No additional Payments for Increased Costs

- 1) The only other adjustments in the contract price allowed are those specified in the General Conditions of the General Specification. The contract price will not be amended for change in freight rates, exchange rates, wage rates or cost of materials, plant or services.

Article 11 – Awards

- 1a) The Council reserves the power and right to reject tenders received from parties who cannot show a reasonable acquaintance with and preparation for the proper performance of the class of work herein specified and shown on plans. Evidence of such competence must be furnished by the tenderers if required to do so.
- 1b) A tenderer may be required to furnish to the Contracting Office, National Research Council of Canada, Building M-22, 1200 Montreal Road, Ottawa, Ontario, K1A 0R6, Canada, unsigned copies of the insurance requirements as covered by the Insurance Conditions of the General Specification.
- 1c) The Council does not bind itself to accept the lowest or any tender.

Article 12 – Harmonized Sales Tax

- 1) The Harmonized Sales Tax (HST) which is now in effect shall be considered an applicable tax for the purpose of this tender. However, the bidder shall NOT include any amount in the bid price for said HST. The successful contractor will indicate on each application for payment as a separate amount the appropriate HST the Owner is legally obliged to pay. This amount will be paid to the Contractor in addition to the amount certified for payment under the Contract in addition to the amount certified for payment under the Contract and will therefore not affect the Contract Price. The Contractor agrees to remit any HST collected or due to Revenue Canada.

Non-resident contractors

RST guide 804

Published August 2006

ISBN: 1-4249-2007-8 (Print), **1-4249-2009-4 (PDF), 1-4249-2008-6 (HTML)**

Publication Archived

Notice to the reader: For Retail Sales Tax (RST) – On July 1, 2010 the 13 per cent Harmonized Sales Tax (HST) took effect in Ontario replacing the existing provincial Retail Sales Tax (RST) and combining it with the federal Goods and Services Tax (GST). As a result, RST provisions described on this page and in other publications ended on June 30, 2010.

Effective July 1, 2010 this publication was archived for RST purposes **only**. Use caution when you refer to it, since it reflects the law in force for RST at the time it was released and may no longer apply.

- The information in this Guide explains the Retail Sales Tax (RST) responsibilities of a non-resident contractor who is awarded a construction contract to perform work in Ontario and their Ontario customers. Please note that this Guide replaces the previous version dated March 2001.

Non-Resident Contractor Defined

A non-resident contractor is a contractor located outside Ontario who has been awarded a construction contract to perform work in Ontario, and who has not maintained a permanent place of business in Ontario continuously for twelve months immediately prior to signing the contract, or which is not a company incorporated under the laws of Ontario. A construction contract is a contract for the erection, remodelling or repair of a building or other structure on land.

A contractor is a person who is in the business of constructing, altering, repairing or improving real property and includes, but is not limited to,

1. a general contractor and subcontractor,
2. a carpenter, bricklayer, stonemason, electrician, plasterer, plumber, painter, decorator, paver, and bridge builder,
3. a sheet metal, tile and terrazzo, heating, air conditioning, insulation, ventilating, papering, road, roofing and cement contractor, who installs or incorporates items into real property. (See RST [Guide 206 - Real Property and Fixtures](#)).

Registration and Guarantee Deposit

Non-resident contractors who are awarded a construction contract in Ontario are required to register with the Ministry of Finance (ministry), Centralized Programs Unit and post a guarantee equal to 4 per cent of the total of each Ontario contract. The guarantee can be paid in cash, by certified cheque (payable to the Minister of Finance), letter of credit or by a guarantee bond.

To register with the ministry and to obtain further information on posting a guarantee, contractors should contact the ministry's Centralized Programs Unit, 33 King Street West, PO Box 623, Oshawa, Ontario, L1H 8H7, toll-free 1 866 ONT-TAXS (1 866 668-8297) or fax to 905 435-3617.

Non-resident contractors who sell taxable goods on a supply only basis to Ontario customers, or provide taxable services in Ontario, may obtain a regular Vendor Permit to collect and remit RST on their sales. Non-resident contractors who have been issued a regular Vendor Permit must still register separately with the ministry and post a guarantee if they are awarded a construction contract in Ontario.

Letter of Compliance

After receiving the guarantee, the ministry mails out two copies of a "letter of compliance" to the contractor certifying the Retail Sales Tax (RST) requirements have been met. Contractors must give a copy of the letter to their customers.

If a copy of the compliance letter is not provided, the customer must withhold 4 per cent of all amounts payable to the non resident contractor and pay the withheld amounts to the Minister of Finance (minister). Details relating to the contract should be sent along with the payments to the Centralized Programs Unit. Customers may give the minister a guarantee bond equal to 4 per cent of the total contract price instead of making the 4 per cent payments.

Note: Customers who do not follow these requirements may be held liable for 4 per cent of all amounts payable to the non resident contractor or any other amount that the Ministry deems to be the RST payable resulting from the performance of the contract.

Calculation of RST

Fair Value

RST is payable on the "fair value" of materials, purchased or brought into Ontario, to be used for work performed in Ontario. "Fair value" includes:

- the purchase price in Canadian funds;
- all charges by the supplier for handling and delivery, and
- any federal customs duties and excise taxes paid (but not the federal Goods and Services Tax (GST)).

Contractors are also required to pay RST to Ontario suppliers on the purchase, rental or lease of taxable services, materials, machinery, or equipment.

Machinery and Equipment - Leased

If machinery or equipment is leased from a supplier outside Ontario and brought into the province, RST is payable on the lease payments for the period the machinery or equipment is in Ontario.

Machinery and Equipment - Owned by Contractor

If machinery or equipment is owned by the contractor, RST may be calculated in one of the following ways:

- a. If a contractor brings machinery and equipment into Ontario for less than 12 months' use, RST is to be calculated using the following formula:

$$1/36 \times \text{net book value at date of import} \times \text{number of months in Ontario} \times \text{tax rate}$$

For the purpose of this formula, RST is payable for each month or part of a month that the goods are in Ontario. A month is considered 31 consecutive days and a part month is considered more than 12 days. The RST payable is based on the number of days the machinery and equipment are located in Ontario and not the number of days the items are actually used.

Example: Equipment is brought into Ontario on March 28 and taken out on May 8. The items were in the province for 41 days. RST is payable on the first 31 days' temporary stay in Ontario vs. use of the equipment. Since the remainder (10 days) is not considered part of a month, no RST is payable on this portion.

- b. If, at the time the goods are brought into Ontario, it is expected that the machinery or equipment will be in Ontario for more than twelve months, contractors must pay Retail Sales Tax (RST) on the following basis:

net book value at date of import × tax rate

If, at the time of import, the length of time is not known, vendors may use the formula under (a). If they later find it necessary to keep the machinery and equipment in Ontario for more than 12 months, the RST paid under (a) may be deducted from the RST payable under (b).

Using formula (a) or (b) above, contractors will calculate and remit the RST payable on the return that is filed when the contract is finished.

(See Completion of Contract section)

M a n u f a c t u r i n g f o r O w n U s e

Contractors may need to manufacture items, such as doors and windows, for their construction contracts. Manufacturing is work done in a factory away from a construction site, or in a mobile unit or workshop that is on or near the construction site. Manufacturing occurs when raw materials are changed into manufactured goods for use in real property contracts.

Contractors are considered to be manufacturing contractors if they produce goods:

1. for their own use in real property contracts, and
2. the manufactured cost of the goods is more than \$50,000 a year.

(See RST Guide 401 - Manufacturing Contractors)

C o n t r a c t s w i t h t h e F e d e r a l G o v e r n m e n t

Where a non-resident contractor enters into a construction contract with the federal government, for the construction of a building and/or the installation of equipment, the nature of the equipment will determine whether the contract should be let on a tax-included or tax excluded basis.

Contracts for the construction of a building and the installation of equipment that directly services that building (i.e., elevators, escalators, light fixtures, central heating and air conditioning, etc.) should be tendered on a tax -included basis. Contractors are the consumers of the materials used in fulfilling these contracts and must pay or account for RST on the materials used to complete the contracts. There is NO exemption just because the contract is with the federal government.

Contracts for the installation of equipment that becomes a fixture and does not directly service a building (i.e., material handling equipment, production machinery, communication equipment, training equipment) may be tendered on a tax-excluded basis. Contractors engaged in contracts of this nature are permitted to make tax exempt purchases of such equipment by issuing a valid Purchase Exemption Certificate (PEC) to their supplier. Only non-resident contractors who have registered with the ministry and posted a guarantee may issue a PEC.

E x e m p t i o n s

Contractors may supply and install equipment or materials for certain customers that may be entitled to an exemption from RST (e.g., manufacturers, Indian band councils, farmers and diplomatic organizations). The equipment or materials, when installed, becomes real property if it is permanently attached to land, or a fixture if it is permanently attached to a building or real property structure. Since

contractors are liable for RST, they should contact the ministry to find out if the customer qualifies for exemption before tendering the contract on a tax-excluded basis.

Status Indians, Indian Bands and Band Councils

Non-resident contractors may purchase building materials exempt from Retail Sales Tax (RST) for certain buildings and structures situated on reserves. The cost of such projects must be paid by the band council, and the buildings must provide a community service for the reserve. Contracts for the construction of an exempt community building project should be made on an RST-excluded basis. Non-resident contractors may purchase the materials exempt from RST by providing suppliers with a valid Purchase Exemption Certificate (PEC). As noted previously, only non-resident contractors who have registered with the ministry and posted a guarantee may issue a PEC. (See RST Guide [204 - Purchase Exemption Certificates](#)).

Non-resident contractors must pay RST on items purchased for incorporation into a building or structure built for individual status Indians on a reserve. (See RST [Guide 808 - Status Indians, Indian Bands and Band Councils](#)).

Completion of Contract

When a contract is completed, non-resident contractors who were required to post a guarantee must complete a [Non-Resident Contractor Retail Sales Tax Return \[PDF - 92 KB\]](#) that is provided by the ministry.

If a contractor's guarantee was given in cash or by certified cheque, the amount of the deposit can be deducted from the RST liability owed by the contractor. If the liability is greater than the deposit, the amount remaining must be paid by the contractor. If the deposit is more than the liability, the contractor will receive a refund.

If a guarantee bond was posted instead of cash, the bond will be discharged once the RST liability is paid in full.

All returns are subject to audit.

Legislative References

- Retail Sales Tax Act, Subsections 19(2) and 39(3)(4) and (5)
- Regulation 1012 under the Act, Subsections 15.3(1)(2)(5)(6) and (7)
- Regulation 1013 under the Act, Sections 1 and 3

For More Information

The information contained in this publication is only a guideline. For more information, please contact the Ontario Ministry of Finance at 1 866 ONT-TAXS (1 866 668-8297) or visit our website at ontario.ca/finance.

Acceptable Bonding Companies

Published September 2010

The following is a list of insurance companies whose bonds may be accepted as security by the government.

1. Canadian Companies

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

- Travelers Guarantee Company of Canada
- Trisura Guarantee Insurance Company
- The Wawanesa Mutual Insurance Company
- Waterloo Insurance Company
- Western Assurance Company
- Western Surety Company

2. Provincial Companies

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

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

3. Foreign Companies

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

Articles of Agreement

Standard Construction Contract – Articles of Agreement
(23/01/2002)

- A1 Contract Documents
- A2 Date of Completion of Work and Description of Work
- A3 Contract Amount
- A4 Contractor's Address
- A5 Unit Price Table

Articles of Agreement

These Articles of Agreement made in duplicate this day of .

Between

Her Majesty the Queen, in right of Canada (referred to in the contract documents as “ Her Majesty”) represented by the National Research Council Canada (referred to in the contract documents as the “Council”)

and

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

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

A1 Contract Documents

(23/01/2002)

1.1 Subject to A1.4 and A1.5, the documents forming the contract between Her Majesty and the Contractor, referred to herein as the contract documents, are

1.1.1 these Articles of Agreement,

1.1.2 the document attached hereto, marked “A” and entitled “Plans and Specifications”, referred to herein as the Plans and Specifications,

1.1.3 the document attached hereto, marked “B” and entitled “Terms of Payment”, referred to herein as the Terms of Payment,

1.1.4 the document attached hereto, marked “C” and entitled “General Conditions”, referred to herein as the General Conditions,

1.1.5 the document attached hereto, marked “D” and entitled “Labour Conditions”, referred to herein as the Labour Conditions,

1.1.6 the document attached hereto, marked “E” and entitled “Insurance Conditions”, referred to herein as the Insurance Conditions,

1.1.7 the document attached hereto, marked “F” and entitled “Contract Security Conditions”, referred to herein as the Contract Security Conditions, and

1.1.8 any amendment or variation of the contract documents that is made in accordance with the General Conditions.

1.1.9 the document entitled Fair Wage Schedules for Federal Construction Contracts referred to herein as Fair Wage Schedules

1.1.10

Articles of Agreement

The Council hereby designates _____ of _____ of the Government of Canada as the Engineer for the purposes of the contract, and for all purposes of or incidental to the contract, the Engineer's address shall be deemed to be:

1.2 In the contract

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

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

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

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

A2 Date of Completion of Work and Description of Work

(23/01/2002)

2.1 The contractor shall, between the date of these Articles of Agreement and the _____, _____, in the careful and workmanlike manner, diligently perform and complete the following work:

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

Articles of Agreement

A3 Contract Amount

(23/01/2002)

- 3.1 Subject to any increase, decrease, deduction, reduction or set-off that may be made under the Contract, Her Majesty shall pay the Contractor at the times and in the manner that is set out or referred to in the Terms of Payment
- 3.1.1 the sum of (GST/HST extra), in consideration for the performance of the work or the part thereof that is subject to Fixed Price Arrangement, and
- 3.1.2 a sum that is equal to the aggregate of the products of the number of units of Measurement of each class of labour, plant and material that is set out in a Final Certificate of Measurement referred to in GC44.8 multiplied in each case by the appropriate unit price that is set out in the Unit Price Table in consideration for the performance of the work or the part thereof that is subject to a Unit Price Arrangement.
- 3.2 For the information and guidance of the Contractor and the persons administering the contract on behalf of Her Majesty, but not so as to constitute a warranty, representation or undertaking of any nature by either party, it is estimated that the total amount payable by Her Majesty to the Contractor for the part of the work to which a Unit Price Arrangement is applicable will be approximately \$N/A
- 3.3 A3.1.1 is applicable only to a Fixed Price Arrangement.
- 3.4 A3.1.2 and A3.2 applicable only to a Unit Price Arrangement.

A4 Contractor's Address

(23/01/2002)

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

Articles of Agreement

Signed on behalf of Her Majesty by

as Senior Contracting Officer

and _____

as _____

of the **National Research Council Canada**

on the _____

day of _____

Signed, sealed and delivered by

as _____ and
Position

by _____

as _____ and
Position

of

on the _____

day of _____

Seal

1. SCOPE OF WORK

- .1 Work under this contract covers the abatement in the Council's Building M-20 of the National Research Council.

2. DRAWINGS

- .1 The following drawings illustrate the work and form part of the contract documents:

3. COMPLETION

- .1 Complete all work within 4 week(s) after receipt of notification of acceptance of tender.

4. GENERAL

- .1 The word "provide" in this Specification means to supply and install.
- .2 Provide items mentioned in either the drawings or the specification.

5. SPECIFIED ACCEPTABLE & ALTERNATIVE EQUIPMENT & MATERIALS

- .1 Materials and equipment scheduled and/or specified on the drawings or in the specifications have been selected to establish a performance and quality standard. In most cases, acceptable manufacturers are stated for any material or equipment specified by manufacturer's name and model number. Contractors may base their tender price on materials and equipment supplied by any of the manufacturers' names as acceptable for the particular material or equipment.
- .2 In addition to the manufacturers specified or named as acceptable, you may propose alternative manufacturers of materials or equipment to the Departmental Representative for acceptance. For a product to be considered as an alternative product substitute, make a written application to the Departmental Representative during the tender period, not later than ten (10) working days before tender closing.
- .3 Certify in writing that the alternative meets all requirements of the specified material or equipment. In addition, it shall be understood that all costs required by or as a result of acceptance or proposed alternatives, will be borne by the contractor.
- .4 Approval of alternatives will be signified by issue of an Addendum to the Tender Documents.
- .5 Any alternative manufacturers or materials submitted which are incomplete and cannot be evaluated, or are later than ten (10) working days before tender closing date or after the tender period, will not be considered.

6. MINIMUM STANDARDS

- .1 Conform to or exceed minimum acceptable standards of the various applicable federal, provincial and municipal codes such as The National Building Code, The National Fire

Code, Canadian Plumbing Code, Canadian Electrical Code, Canadian Code for Construction Safety and the Provincial Construction Safety Act.

- .2 Work to conform to referenced standards and codes as reaffirmed or revised to date of specification.

7. WORKPLACE HAZARDOUS MATERIAL INFORMATION SYSTEM (WHMIS)

- .1 The general contractor shall comply with Federal and Provincial legislation regarding the WHMIS. The contractor's responsibilities include, but are not limited to the following:
 - .1 To ensure that any controlled product brought on site by the contractor or sub-contractor is labeled;
 - .2 To make available to the workers and the Departmental Representative, Material Safety Data Sheets (MSDS) for these controlled products;
 - .3 To train own workers about WHMIS, and about the controlled products that they use on site;
 - .4 To inform other contractors, sub-contractors, the Departmental Representative, authorized visitors and outside inspection agency personnel about the presence and use of such products on the site.
 - .5 The site foreman or superintendent must be able to demonstrate, to the satisfaction of the Departmental Representative, that he/she has had WHMIS training and is knowledgeable in its requirements. The Departmental Representative can require replacement of this person if this condition or implementation of WHMIS is not satisfactory.

8. REQUIREMENTS OF BILL 208, SECTION 18(a)

Under the requirements of Bill 208 of the Ontario Ministry of Labour Occupational Health & Safety Act, the following designated substances may be encountered while performing the work described in these contract documents:

- .1 Acrylonitrile, Isocyanates, Arsenic, Lead, Asbestos, Mercury, Benzene, Silica, Coke Oven Emissions, Vinyl Chloride, and Ethylene Oxide
 - .1 It is the responsibility of the general contractor to ensure that each prospective subcontractor for this project has received a copy of the above list.

9. COST BREAKDOWN

- .1 Submit, for approval by the Departmental Representative, a cost breakdown of tender 72 hours after the contract is awarded.
- .2 Use the approved cost breakdown as the basis for submitting all claims.
- .3 Request Departmental Representative's verbal approval to amount of claim prior to preparing and submitting the claim in its final form.

10. SUB-TRADES

- .1 Submit no later than 72 hours after tender closing, a complete list of sub trades for the Departmental Representative's review.

11. PERSONNEL SECURITY AND IDENTIFICATION

- .1 All persons employed by the contractor, or by any subcontractor and present on the site must be security cleared in accordance with the requirements of the Section entitled Special Instructions to Tenderers.
- .2 All such persons must wear and keep visible identification badges as issued by the Security Office of NRC.

12. WORKING HOURS AND SECURITY

- .1 Normal working hours on the NRC property are from 8:00 a.m. until 4:30 p.m., Monday to Friday inclusive, except statutory holidays.
- .2 At all other times, special written passes are required for access to the building site.
- .3 Before scheduling any work outside normal working hours, obtain permission from the Departmental Representative to perform the specific tasks.
- .4 An escort may be required whenever working outside normal hours. Contractor to bear the associated costs.

13. SCHEDULE

- .1 The contractor shall prepare a detailed schedule, fixing the date for commencement and completion of the various parts of the work and update the said schedule. Such schedule shall be made available to the Departmental Representative not later than two weeks after the award of the contract and prior to commencement of any work on site.
- .2 Notify Departmental Representative in writing of any changes in the schedule.

.7 day(s) before the scheduled completion date, arrange to do an interim inspection with the Departmental Representative.

14. PROJECT MEETINGS

- .1 Hold regular project meetings at times and locations approved by the Departmental Representative.
- .2 Notify all parties concerned of meetings to ensure proper coordination of work.
- .3 Departmental Representative will set times for project meetings and assume responsibility for recording and distributing minutes.

15. SAMPLES AND MOCK-UPS

- .1 Submit samples in sizes and quantities as specified.
- .2 Where colour, pattern or texture is criterion, submit full range of samples.
- .3 Construct field samples and mock-ups at locations acceptable to Departmental Representative.
- .4 Reviewed samples or mock-ups will become standards of workmanship and material against which installed work will be checked on the project.

16. MATERIALS AND WORKMANSHIP

- .1 Install only new materials on this project unless specifically noted otherwise.
- .2 Only first class workmanship will be accepted, not only with regard to safety, efficiency, durability, but also with regard to neatness of detail and performance.

17. WORK & MATERIALS SUPPLIED BY OWNER

- .1 Work and materials not included in this contract are described on drawings and in this specification.
- .2 Deliver to a storage place, as directed by the Departmental Representative, all materials returned to the Owner.
- .3 Unless otherwise specified, accept owner-supplied materials at their storage location and provide all transportation as required.
- .4 General Contractor's duties:
 - .1 Unload at site.
 - .2 Promptly inspect products and report damaged or defective items.
 - .3 Give written notification to the Departmental Representative for items accepted in good order.
 - .4 Handle at site, including uncrating and storage.
 - .5 Repair or replace items damaged on site.
 - .6 Install, connect finished products as specified.

18. SITE ACCESS

- .1 Make prior arrangements with the Departmental Representative before starting work or moving materials and equipment on site.
- .2 Obtain approval of Departmental Representative for regular means of access during the construction period.
- .3 Obtain approval of Departmental Representative before temporarily suspending operations on site; before returning to the site and before leaving the site at the end of the job.

- .4 Provide and maintain access to site.
- .5 Build and maintain temporary roads and provide snow removal during period of work.
- .6 Make good any damage and clean up dirt, debris, etc., resulting from contractor's use of existing roads.

19. USE OF SITE

- .1 Restrict operations on the site to the areas approved by the Departmental Representative
- .2 Locate all temporary structures, equipment, storage, etc., to the designated areas.
- .3 Restrict parking to the designated areas.

20. ACCEPTANCE OF SITE

- .1 Inspect the site before commencing work, review any unexpected conditions with the Departmental Representative.
- .2 Commencement of work will imply acceptance of existing conditions.

21. SITE OFFICE & TELEPHONE

- .1 Contractor to erect a temporary site office at his own expense.
- .2 Install and maintain a telephone, if necessary.
- .3 Use of NRC phones is not permitted unless in the case of an emergency.

22. SANITARY FACILITIES

- .1 Obtain permission from the Departmental Representative to use the existing washroom facilities in the building.

23. TEMPORARY SERVICES

- .1 A source of temporary power will be made available in the area. Bear all costs to make connections to the power source and perform distribution on site.
- .2 Provide all load centres, breakers, conduit, wiring, disconnects, extension cords, transformers, as required from the source of power.
- .3 Power is to be used only for power tools, lighting, controls, motors, and not for space heating.
- .4 A source of temporary water will be made available if required.
- .5 Bear all costs associated with distributing the water to the required locations.

- .6 Comply with NRC requirements when connecting to existing systems in accordance with the articles entitled "Co-operation" and "Service Interruptions" of this section.

24. DOCUMENTS REQUIRED AT WORK SITE

- .1 The contractor shall keep on the site, one (1) up-to-date copy of all contract documents, including specifications, drawings, addenda, shop drawings, change notices, schedule and any reports or bulletins pertaining to the work, in good order, available to the Departmental Representative and to his / her representatives at all times.
- .2 At least one (1) copy of specifications and drawings shall be marked by the contractor to show all work "As Built" and shall be provided to the Departmental Representative with the Application for Payment and for the Final Certificate of Completion.

25. CO-OPERATION

- .1 Co-operate with NRC staff in order to keep disruption of normal research work to an absolute minimum.
- .2 Work out in advance, a schedule for all work which might disrupt normal work in the building.
- .3 Have schedule approved by the Departmental Representative.
- .4 Notify the Departmental Representative in writing, 72 hours prior to any intended interruption of facilities, areas, corridors, mechanical or electrical services and obtain requisite permission.

26. PROTECTION AND WARNING NOTICES

- .1 Provide all materials required to protect existing equipment.
- .2 Erect dust barriers to prevent dust and debris from spreading through the building.
- .3 Place dust protection in the form of cover sheets over equipment and furniture and tape these sheets to floors, to ensure no dust infiltration.
- .4 Repair or replace any and all damage to Owner's property caused during construction, at no cost to the Owner and to the satisfaction of the Departmental Representative.
- .5 Protect the buildings, roads, lawns, services, etc. from damage which might occur as a result of this work.
- .6 Plan and co-ordinate the work to protect the buildings from the leakage of water, dust, etc.
- .7 Ensure that all doors, windows, etc., that could allow transfer of dust, noise, fumes, etc., to other areas of the building are kept closed.
- .8 Be responsible for security of all areas affected by the work under the Contract until acceptance by NRC. Take all necessary precautions to prevent entry to the work area by

unauthorized persons and guard against theft, fire and damage by any cause. Secure working area at the end of each day's work and be responsible for same.

- .9 Provide and maintain adequate safety barricades around the work sites to protect NRC personnel and the public from injury during the construction.
- .10 Post warnings, in all instances where possible injury could occur such as Work Overhead, Hard Hat Areas, etc. or as required by the Departmental Representative.
- .11 Provide temporary protective enclosures over building entrances and exits to protect pedestrians. All enclosures to be structurally sound against weather and falling debris.

27. BILINGUALISM

- .1 Ensure that all signs, notices, etc. are posted in both official languages.
- .2 Ensure that all identification of services called for by under this contract are bilingual.

28. LAYOUT OF WORK

- .1 Location of equipment, fixtures, outlets and openings indicated on drawings or specified are to be considered as approximate.
- .2 Locate equipment, fixtures and distribution systems to provide minimum interference and maximum usable space and in accordance with the manufacturer's recommendations for safety, access and maintenance.
- .3 Employ competent person to lay out work in accordance with the contract documents.

29. DISCREPANCIES & INTERFERENCES

- .1 Prior to the start of the work, examine drawings and specifications. Report at once to the Departmental Representative, any defects, discrepancies, omissions or interferences affecting the work.
- .2 Contractor to immediately inform the Departmental Representative in writing, of any discrepancies between the plans and the physical conditions so the Departmental Representative may promptly verify same.
- .3 Any work done after such a discovery, until authorized, is at the contractor's risk.
- .4 Where minor interferences as determined by the Departmental Representative are encountered on the job and they have not been pointed out on the original tender or on the plans and specifications, provide offsets, bends or reroute the services to suit job conditions at no extra cost.
- .5 Arrange all work so as not to interfere in any way with other work being carried out.

30. MANUFACTURER'S INSTRUCTIONS

- .1 Unless otherwise specified, comply with manufacturer's latest printed instructions for materials and installation methods.
- .2 Notify the Departmental Representative in writing of any conflict between these specifications and manufacturer's instruction. Departmental Representative will designate which document is to be followed.

31. TEMPORARY HEATING AND VENTILATING

- .1 Bear the costs of temporary heat and ventilation during construction including costs of installation, fuel, operation, maintenance, and removal of equipment.
- .2 Use of direct-fired heaters discharging waste products into the work areas will not be permitted unless prior approval is given by the Departmental Representative.
- .3 Furnish and install temporary heat and ventilation in enclosed areas as required to:
 - .1 Facilitate progress of work.
 - .2 Protect work and products against dampness and cold.
 - .3 Reduce moisture condensation on surfaces to an acceptable level.
 - .4 Provide ambient temperature and humidity levels for storage, installation and curing of materials.
 - .5 Provide adequate ventilation to meet health regulations for a safe working environment.
- .4 Maintain minimum temperature of 10 °C (50 °F) or higher where specified as soon as finishing work is commenced and maintain until acceptance by the Departmental Representative. Maintain ambient temperature and humidity levels as required for comfort of NRC personnel.
- .5 Prevent hazardous or unhealthy accumulations of dust, fumes, mists, vapours or gases in areas occupied during construction including also, storage areas and sanitary facilities.
 - .1 Dispose of exhaust materials in a manner that will not result in a harmful or unhealthy exposure to persons.
- .6 Maintain strict supervision of operation of temporary heating and ventilating equipment.
 - .1 Enforce conformance with applicable codes and standards.
 - .2 Comply with instructions of the Departmental Representative including provision of full-time watchman services when directed.
 - .3 Enforce safe practices.
 - .4 Vent direct-fired combustion units to outside.
- .7 Submit tenders assuming existing or new equipment and systems will not be used for temporary heating and ventilating.
- .8 After award of contract, Departmental Representative may permit use of the permanent system providing agreement can be reached on:

- .1 Conditions of use, special equipment, protection, maintenance, and replacement of filters.
- .2 Methods of ensuring that heating medium will not be wasted and in the case of steam, agreement on what is to be done with the condensate.
- .3 Saving on contract price.
- .4 Provisions relating to guarantees on equipment.

32. CONNECTIONS TO AND INTERRUPTIONS TO EXISTING SERVICES

- .1 Where work involves breaking into or connecting to existing services, carry out work at times and in the manner agreed to by the Departmental Representative and by authorities having jurisdiction, with minimum disruption to NRC Personnel and vehicular traffic and minimum service interruption. Do not operate any NRC equipment or plant.
- .2 Before commencing work, establish location and extent of service lines in area of work and notify Departmental Representative of findings.
- .3 Submit a schedule to and obtain approval from the Departmental Representative for any shut-down or closure of active service or facility; allow minimum 72 hours notice. Adhere to approved schedule and provide notice to the Departmental Representative.
- .4 Where unknown services are encountered, immediately advise Departmental Representative and confirm findings in writing.
- .5 Provide detours, bridges, alternate feeds, etc., as required to minimize disruptions.
- .6 Protect existing services as required and immediately make repairs if damage occurs.
- .7 Remove any abandoned service lines as indicated on the contract documents and as approved by the Departmental Representative; cap or otherwise seal lines at cut-off points. Record and provide a copy to the Departmental Representative of locations of maintained, re-routed and abandoned service lines.

33. CUTTING AND PATCHING

- .1 Cut existing surfaces as required to accommodate new work.
- .2 Remove all items as shown or specified.
- .3 Patch and make good with identical materials, the surfaces that have been disturbed, cut or damaged, to the satisfaction of the Departmental Representative.
- .4 Where new pipes pass through existing construction, core drill an opening. Size openings to leave 12mm (1/2") clearance around the pipes or pipe insulation. Do not drill or cut any surface without the approval of the Departmental Representative.
- .5 Obtain written approval of the Departmental Representative before cutting openings through existing or new structural members.
- .6 Seal all openings where cables, conduits or pipes pass through walls with an acoustic sealant conforming to CAN/CGSB-19.21-M87.

- .7 Where cables, conduits and pipes pass through fire rated walls and floors, pack space between with compressed glass fibres and seal with fire stop caulking in accordance with CAN/CGSB-19.13-M87 AND NBC 3.1.7.

34. FASTENING DEVICES

- .1 Do not use explosive actuated tools, without first obtaining permission from the Departmental Representative.
- .2 Comply with the requirements of CSA A-166 (Safety Code for Explosive Actuated Tools).
- .3 Do not use any kind of impact or percussion tool without first obtaining permission from the Departmental Representative.

35. OVERLOADING

- .1 Ensure that no part of the building or work is subjected to a load which will endanger safety or cause permanent deformation or structural damage.

36. DRAINAGE

- .1 Provide temporary drainage and pumping as required to keep excavations and site free of water.

37. ENCLOSURE OF STRUCTURES

- .1 Construct and maintain all temporary enclosures as required to protect foundations, sub-soil, concrete, masonry, etc., from frost penetration or damage.
- .2 Maintain in place until all chances of damage are over and proper curing has taken place.
- .3 Provide temporary weather tight enclosures for exterior openings until permanent sash and glazing and exterior doors are installed.
- .4 Provide lockable enclosures as required to maintain the security of NRC facilities and be responsible for the same.
- .5 Provide keys to NRC security personnel when required.
- .6 Lay out the work carefully and accurately and verify all dimensions and be responsible for them. Locate and preserve general reference points.
- .7 Throughout the course of construction, keep continuously acquainted with field conditions, and the work being developed by all trades involved in the project. Maintain an awareness of responsibility to avoid space conflict with other trades.
- .8 Conceal all services, piping, wiring, ductwork, etc., in floors, walls or ceilings except where indicated otherwise.

38. STORAGE

- .1 Provide storage as required to protect all tools, materials, etc., from damage or theft and be responsible for the same.
- .2 Do not store flammable or explosive materials on site without the authorization of the Departmental Representative.

39. GENERAL REVIEW

- .1 Periodic review of the contractor's work by the Departmental Representative does not relieve the contractor of the responsibility of making the work in accordance with contract documents. Contractor shall carry out his own quality control to ensure that the construction work is in accordance with contract documents.
- .2 Inform the Departmental Representative of any impediments to the installation and obtain his / her approval for actual location.

40. INSPECTION OF BURIED OR CONCEALED SERVICES

- .1 Prior to concealing any services that are installed, ensure that all inspection bodies concerned, including NRC, have inspected the work and have witnessed all tests. Failure to do so may result in exposing the services again at the contractor's expense.

41. TESTING

- .1 On completion, or as required by local authority inspectors and/or Departmental Representative during progress of work and before any services are covered up and flushing is complete, test all installations in the presence of the Departmental Representative.
- .2 Obtain and hand to the Departmental Representative all acceptance certificates or test reports from authority having jurisdiction. The project will be considered incomplete without the same.

42. PARTIAL OCCUPANCY

- .1 NRC may request partial occupancy of the facility if the contract extends beyond the expected completion date.
- .2 Do not restrict access to the building, routes, and services.
- .3 Do not encumber the site with materials or equipment.

43. DISPOSAL OF WASTES

- .1 Dispose of waste materials including volatiles, safely off NRC property. Refer to the section entitled "General and Fire Safety Requirements" included as part of this specification.

44. CLEAN-UP DURING CONSTRUCTION

- .1 On a daily basis, maintain project site and adjacent area of campus including roofs, free from debris and waste materials.
- .2 Provide on-site dump containers for collection of waste materials and rubbish.

45. FINAL CLEAN-UP

- .1 Upon completion do a final clean-up to the satisfaction of the Departmental Representative.
- .2 Clean all new surfaces, lights, existing surfaces affected by this work, replace filters, etc.
- .3 Clean all resilient flooring and prepare to receive protective finish. Protective finish applied by NRC

46. WARRANTY AND RECTIFICATION OF DEFECTS IN WORK

- .1 Refer to General Conditions "C", section GC32.
- .2 Ensure that all manufacturers' guarantees and warranties are issued in the name of the **General Contractor** and the National Research Council.

47. MAINTENANCE MANUALS

- .1 Provide three (3) bilingual copies of maintenance manuals or two English and two French maintenance manuals immediately upon completion of the work and prior to release of holdbacks.
- .2 Manuals to be neatly bound in hard cover loose leaf binders.
- .3 Manuals to include operating and maintenance instructions, all guarantees and warranties, shop drawings, technical data, etc., for the material and apparatus supplied under this contract.

END OF SECTION

1. GENERAL CONSTRUCTION SAFETY REQUIREMENTS

- .1 The Contractor shall take all necessary steps to protect personnel (workers, visitors, general public, etc.) and property from any harm during the course of the contract.
- .2 The Contractor shall be solely responsible for the construction safety of both its employees and those of its sub-contractors at the work site, and for initiating, maintaining and supervising safety precautions, programs and procedures in connection with the performance of the work.
- .3 The Contractor shall comply with all Federal, Provincial and Municipal safety codes and regulations and the Occupational Health and Safety Act and the Workplace Safety and Insurance Board. In the event of any conflict between any provisions in legislation or codes, the most stringent provisions shall apply.
- .4 Periodic review of the contractor's work by the Departmental Representative, using the criteria of the contract documents, does not relieve the contractor of his safety responsibilities in carrying out the work in accordance with the contract documents. The contractor shall consult with the Departmental Representative to ensure that this responsibility is carried out.
- .5 The Contractor shall ensure that only competent personnel are permitted to work on site. Throughout the term of the contract, any person will be removed from the site who is not observing or complying with the safety requirements.
- .6 All equipment shall be in safe operating condition and appropriate to the task.
- .7 Following a project and site hazard assessment, the Contractor shall develop a Site Specific Safety Plan based on the following minimum requirements:
 - .1 Provide a safety board mounted in a visible location on the project site, with the following information included thereon:
 - .1 Notice of Project
 - .2 Site specific Safety Policy
 - .3 Copy of Ontario Health and Safety Act
 - .4 Building Schematic showing emergency exits
 - .5 Building emergency procedures
 - .6 Contact list for NRC, Contractor and all involved sub-contractors
 - .7 Any related MSDS sheets
 - .8 NRC Emergency phone number
- .8 The Contractor shall provide competent personnel to implement its safety program and those of any Health and Safety Act legislation applicable at this project location, and to ensure they are being complied with.
- .9 The Contractor shall provide safety orientation to all its employees as well as those of any subcontractors under its jurisdiction.

- .10 The Departmental Representative will monitor to ensure that safety requirements are met and that safety records are properly kept and maintained. Continued disregard for safety standards can cause the contract to be cancelled and the Contractor or sub-contractors removed from the site.
- .11 The Contractor will report to the Departmental Representative and jurisdictional authorities, any accident or incident involving Contractor or NRC personnel or the public and/or property arising from the Contractor's execution of the work.
- .12 If entry to a laboratory is required as part of the work of the Contractor, a safety orientation shall be provided to all his employees as well as those of any subcontractors regarding lab safety requirements and procedures, as provided by the Researcher or the Departmental Representative.

2. FIRE SAFETY REQUIREMENTS

.1 Authorities

- 1. The Fire Commissioner of Canada (FC) is the authority for fire safety at NRC.
- 2. For the purpose of this document, "Departmental Representative" will be deemed as the NRC person in charge of the project and who will enforce these Fire Safety Requirements.
- 3. Comply with the following standards as published by the Office of the Fire Commissioner of Canada:
 - a. Standard No. 301 - June 1982 "Standard for Construction Operations";
 - b. Standard No. 302 - June 1982 "Standard for Welding and Cutting".

.2 Smoking

- .1 Smoking is prohibited inside all NRC buildings, as well as roof areas.
- .2 Obey all "NO SMOKING" signs on NRC premises.

.3 Hot Work

- .1 Prior to commencement of any "Hot Work" involving welding, soldering, burning, heating, use of torches or salamanders or any open flame, obtain a Hot Work Permit from the Departmental Representative.
- .2 Prior to commencement of "Hot Work", review the area of hot work with the Departmental Representative to determine the level of fire safety precautions to be taken.

.4 Reporting Fires

- .1 Know the exact location of the nearest Fire Alarm Pull Station and telephone, including the emergency phone number.
- .2 REPORT immediately, all fire incidents as follows:
 - .1 Activate nearest fire alarm pull station and;

.2 Telephone the following emergency phone number as appropriate:

FROM AN NRC PHONE	333
FROM ANY OTHER PHONE	(613) 993-2411

4. When reporting a fire by phone, give the location of fire, building number and be prepared to verify location.
5. The person activating fire alarm pull station must remain at a safe distance from the scene of the fire but readily available to provide information and direction to the Fire Department personnel.

.5 Interior and Exterior Fire protection & Alarm Systems

- .1 DO NOT OBSTRUCT OR SHUT OFF FIRE PROTECTION EQUIPMENT OR SYSTEMS, INCLUDING BUT NOT LIMITED TO FIRE ALARM SYSTEMS, SMOKE/HEAT DETECTORS, SPRINKLER SYSTEM, PULL STATIONS, EMERGENCY CALL BUTTONS AND PA SYSTEMS, WITHOUT AUTHORIZATION FROM THE DEPARTMENTAL REPRESENTATIVE.
- .2 WHEN ANY FIRE PROTECTION EQUIPMENT IS TEMPORARILY SHUT DOWN, ALTERNATIVE MEASURES AS PRESCRIBED BY THE DEPARTMENTAL REPRESENTATIVE SHALL BE TAKEN TO ENSURE THAT FIRE PROTECTION IS MAINTAINED.
- .3 DO NOT LEAVE FIRE PROTECTION OR ALARM SYSTEMS INACTIVE AT THE END OF A WORKING DAY WITHOUT NOTIFICATION AND AUTHORISATION FROM THE DEPARTMENTAL REPRESENTATIVE. THE DEPARTMENTAL REPRESENTATIVE WILL ADVISE THE (FPO) OF THE DETAILS OF ANY SUCH EVENT.
- .4 DO NOT USE FIRE HYDRANTS, STANDPIPES AND HOSE SYSTEMS FOR OTHER THAN FIRE FIGHTING PURPOSES UNLESS AUTHORISED BY DEPARTMENTAL REPRESENTATIVE.

.6 Fire Extinguishers

- .1 Provide a minimum of 1-20 lb. ABC Dry Chemical Fire Extinguisher at each hot work or open flame location.
- .2 Provide fire extinguishers for hot asphalt and roofing operations as follows:
 - a. Kettle area - 1-20 lb. ABC Dry Chemical;
 - b. Roof - 1-20 lb. ABC Dry Chemical at each open flame location.
- .3 Provide fire extinguishers equipped as below:
 - c. Pinned and sealed;
 - d. With a pressure gauge;
 - e. With an extinguisher tag signed by a fire extinguisher servicing company.

- .4 Carbon Dioxide (CO₂) extinguishers will not be considered as substitutes for the above.

.7 Roofing Operations

.1 Kettles:

- .1 Arrange for the location of asphalt kettles and material storage with the Departmental Representative before moving on site. Do not locate kettles on any roof or structure and keep them at least 10m (30 feet) away from a building.
- .2 Equip kettles with 2 thermometers or gauges in good working order; a hand held and a kettle-mounted model.
- .3 Do not operate kettles at temperatures in excess of 232°C (450 °F).
- .4 Maintain continuous supervision while kettles are in operation and provide metal covers for the kettles to smother any flames in case of fire. Provide fire extinguishers as required in article 2.6.
- .5 Demonstrate container capacities to Departmental Representative prior to start of work.
- .6 Store materials a minimum of 6m (20 feet) from the kettle.

.2 Mops:

- .1 Use only glass fibre roofing mops.
- .2 Remove used mops from the roof site at the end of each working day.

.3 Torch Applied Systems:

- .1 DO NOT USE TORCHES NEXT TO WALLS.
- .2 DO NOT TORCH MEMBRANES TO EXPOSED WOOD OR CAVITY
- .3 Provide a Fire Watch as required by article 2.9 of this section.

- .4 Store all combustible roofing materials at least 3m (10 feet) away from any structure.

- .5 Keep compressed gas cylinders a minimum of 6m (20 feet) away from the kettle, protected from mechanical damage and secured in an upright position.

.8 Welding / Grinding Operations

- .1 Contractor to provide fire blankets, portable fume extraction devices, screens or similar equipment to prevent exposure to welding flash, or sparks from grinding.

.9 Fire Watch

- .1 Provide a fire watch for a minimum of one hour after the termination of any hot work operation.
- .2 For temporary heating, refer to General Instructions Section 00 010 00.
- .3 Equip fire watch personnel with fire extinguishers as required by article 2.6.

.10 Obstruction of access/egress routes-roadways, halls, doors, or elevators

- .1 Advise the Departmental Representative in advance of any work that would impede the response of Fire Department personnel and their apparatus. This includes violation of minimum overhead clearance, erection of barricades and the digging of trenches.
- .2 Building exit routes must not be obstructed in any way without special permission from the Departmental Representative, who will ensure that adequate alternative routes are maintained.
- .3 The Departmental Representative will advise the FPO of any obstruction that may warrant advanced planning and communication to ensure the safety of building occupants and the effectiveness of the Fire Department.

.11 Rubbish and Waste Materials

- .1 Keep rubbish and waste materials to a minimum and a minimum distance of 6m (20 feet) from any kettle or torches.
- .2 Do not burn rubbish on site.
- .3 Rubbish Containers
 - .1 Consult with the Departmental Representative to determine an acceptable safe location for any containers and the arrangement of chutes etc. prior to bringing the containers on site.
 - .2 Do not overfill the containers and keep area around the perimeter free and clear of any debris.
- .4 Storage
 - .1 Exercise extreme care when storing combustible waste materials in work areas. Ensure maximum possible cleanliness, ventilation and that all safety standards are adhered to when storing any combustible materials.
 - .2 Deposit greasy or oily rags or materials subject to spontaneous combustion in CSA or ULC approved receptacles and remove at the end of the work day or shift, or as directed.

.12 Flammable Liquids

- .1 The handling, storage and use of flammable liquids is governed by the current National Fire Code of Canada.
- .2 Flammable Liquids such as gasoline, kerosene and naphtha may be kept for ready use in quantities not exceeding 45 litres (10 imp gal), provided they are stored in approved safety cans bearing the ULC seal of approval and kept away from buildings, stockpiled combustible materials etc. Storage of quantities of flammable liquids exceeding 45 litres (10 imp gal) for work purposes, require the permission of the Departmental Representative.

- .3 Flammable liquids are not to be left on any roof areas after normal working hours.
- .4 Transfer of flammable liquids is prohibited within buildings.
- .5 Do not transfer flammable liquids in the vicinity of open flames or any type of heat producing device.
- .6 Do not use flammable liquids having a flash point below 38 °C (100 °F) such as naphtha or gasoline as solvents or cleaning agents.
- .7 Store flammable waste liquids for disposal in approved container located in a safe, ventilated area. Waste flammable liquids are to be removed from the site on a regular basis.
- .8 Where flammable liquids, such as lacquers or urethane are used, ensure proper ventilation and eliminate all sources of ignition. Inform the Departmental Representative prior to, and at the cessation of such work.

3. Questions and/or clarifications

- .1 Direct any questions or clarification on Fire or General Safety, in addition to the above requirements, to the Departmental Representative.

END OF SECTION

Part 1 General

1.1 RELATED SECTIONS

- .1 Section 02 62 00.01 – Schedule A – Hazardous Material Table
- .2 Section 02 82 00.01 – Asbestos Abatement: Minimum Precautions.
- .3 Section 02 82 00.03 – Asbestos Abatement: Maximum Precautions.

1.2 REFERENCES

- .1 The presence of Designated Substances and Hazardous Materials are outlined within the following documents:
 - .1 Hazardous Building Materials Assessment, Building M-20, 1200 Montreal Road, Ottawa, ON, February 27, 2015, prepared by Pinchin Ltd.
 - .2 Designated Substances Survey, Building M-20, March 2007, prepared by Oakhill Environmental.
- .2 Work site may involve contact with the following:
 - .1 Asbestos.
 - .2 Lead.
 - .3 Mercury.
 - .4 Silica.
 - .5 PCBs.
- .3 Canadian Environmental Protection Act, 1999 (CEPA 1999).
 - .1 Export and Import of Hazardous Waste Regulations (SOR/2002-300).
 - .2 Ozone-depleting Substances Regulations, 1998.
 - .3 Federal Halocarbon Regulations, 2003.
- .4 Ontario Environmental Protection Act, R.R.O 1990.
 - .1 General – Waste Management, O. Reg. 347/90, as amended.
- .5 Occupational Health and Safety Act
 - .1 Designated Substances, O.Reg 490/09, as amended
- .6 Health Canada/Workplace Hazardous Materials Information System (WHMIS)
 - .1 Material Safety Data Sheets (MSDS).
- .7 National Fire Code of Canada 2010.
- .8 Transportation of Dangerous Goods Act (TDG Act) 1992, (c. 34).
- .9 Transportation of Dangerous Goods Regulations (T-19.01-SOR/2003-400).

1.3 DEFINITIONS

- .1 Dangerous Goods: product, substance, or organism that is specifically listed or meets hazard criteria established in Transportation of Dangerous Goods Regulations.
- .2 Hazardous Material: product, substance, or organism that is used for its original purpose; and that is either dangerous goods or a material that may cause adverse

impact to environment or adversely affect health of persons, animals, or plant life when released into the environment.

- .3 Hazardous Material Waste: any hazardous material that is no longer used for its original purpose and that is intended for recycling, treatment or disposal.
- .4 Workplace Hazardous Materials Information System (WHMIS): Canada-wide system designed to give employers and workers information about hazardous materials used in workplace. Under WHMIS, information on hazardous materials is provided on container labels, material safety data sheets (MSDS), and worker education programs. WHMIS is put into effect by combination of federal and provincial laws.

1.4 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Product Data:
 - .1 Submit manufacturer's instructions, printed product literature and data sheets for hazardous materials and include product characteristics, performance criteria, physical size, finish and limitations.
 - .2 Submit to NRC Departmental Representative current Material Safety Data Sheet (MSDS) for each hazardous material required prior to bringing hazardous material on site.
 - .3 Submit hazardous materials management plan to NRC Departmental Representative that identifies hazardous materials, their use, their location, personal protective equipment requirements, and disposal arrangements.

1.5 DELIVERY, STORAGE, AND HANDLING

- .1 Co-ordinate storage of hazardous materials with NRC Departmental Representative and abide by internal requirements for labelling and storage of materials and wastes.
- .2 Store and handle hazardous materials and wastes in accordance with applicable federal and provincial laws, regulations, codes, and guidelines.
- .3 Store and handle flammable and combustible materials in accordance with current National Fire Code of Canada requirements.
- .4 Keep no more than 45 litres of flammable and combustible liquids such as gasoline, kerosene and naphtha for ready use.
 - .1 Store flammable and combustible liquids in approved safety cans bearing the Underwriters' Laboratory of Canada or Factory Mutual seal of approval.
 - .2 Storage of quantities of flammable and combustible liquids exceeding 45 litres for work purposes requires the written approval of the NRC Departmental Representative.
- .5 Transfer of flammable and combustible liquids is prohibited within buildings.
- .6 Do not transfer flammable and combustible liquids in vicinity of open flames or heat-producing devices.
- .7 Do not use flammable liquids having flash point below 38 degrees Celsius, such as naphtha or gasoline as solvents or cleaning agents.
- .8 Store flammable and combustible waste liquids for disposal in approved containers located in safe, ventilated area. Keep quantities to minimum.

- .9 Observe smoking regulations, smoking is prohibited in areas where hazardous materials are stored, used, or handled.
- .10 Storage requirements for quantities of hazardous materials and wastes in excess of 5 kg for solids, and 5 litres for liquids:
 - .1 Store hazardous materials and wastes in closed and sealed containers.
 - .2 Label containers of hazardous materials and wastes in accordance with WHMIS.
 - .3 Store hazardous materials and wastes in containers compatible with that material or waste.
 - .4 Segregate incompatible materials and wastes.
 - .5 Ensure that different hazardous materials or hazardous wastes are not mixed.
 - .6 Store hazardous materials and wastes in secure storage area with controlled access.
 - .7 Maintain clear egress from storage area.
 - .8 Store hazardous materials and wastes in location that will prevent them from spilling into environment.
 - .9 Have appropriate emergency spill response equipment available near storage area, including personal protective equipment.
 - .10 Maintain inventory of hazardous materials and wastes, including product name, quantity, and date when storage began.
- .11 Ensure personnel have been trained in accordance with Workplace Hazardous Materials Information System (WHMIS) requirements.
- .12 Report spills or accidents immediately to NRC Departmental Representative. Submit a written spill report to NRC Departmental Representative within 24 hours of incident.

1.6 TRANSPORTATION

- .1 Transport hazardous materials and wastes in accordance with federal Transportation of Dangerous Goods Act, Transportation of Dangerous Goods Regulations, and applicable provincial regulations.
- .2 If exporting hazardous waste to another country, ensure compliance with federal Export and Import of Hazardous Waste Regulations.
- .3 If hazardous waste is generated on site:
 - .1 Co-ordinate transportation and disposal with NRC Departmental Representative.
 - .2 Ensure compliance with applicable federal, provincial and municipal laws and regulations for generators of hazardous waste.
 - .3 Use licensed carrier authorized by provincial authorities to accept subject material.
 - .4 Prior to shipping material obtain written notice from intended hazardous waste treatment or disposal facility that it will accept material and that it is licensed to accept this material.
 - .5 Label container[s] with legible, visible safety marks as prescribed by federal and provincial regulations.

- .6 Ensure that trained personnel handle, offer for transport, or transport dangerous goods.
- .7 Provide photocopy of shipping documents and waste manifests to NRC Departmental Representative.
- .8 Track receipt of completed manifest from consignee after shipping dangerous goods. Provide a photocopy of completed manifest to Departmental Representative.
- .9 Report discharge, emission, or escape of hazardous materials immediately to NRC Departmental Representative and appropriate provincial authority. Take reasonable measures to control release.

Part 2 Products

2.1 MATERIALS

- .1 Only bring on site quantity of hazardous materials required to perform work.
- .2 Maintain MSDS in proximity to where materials are being used. Communicate this location to personnel who may have contact with hazardous materials.

Part 3 Execution

3.1 DISPOSAL

- .1 Dispose of hazardous waste materials in accordance with applicable federal and provincial acts, regulations, and guidelines.
- .2 Recycle hazardous wastes for which there is approved, cost effective recycling process available.
- .3 Send hazardous wastes to authorized hazardous waste disposal or treatment facilities.
- .4 Burning, diluting, or mixing hazardous wastes for purpose of disposal is prohibited.
- .5 Disposal of hazardous materials in waterways, storm or sanitary sewers, or in municipal non-hazardous solid waste landfills is prohibited.
- .6 Dispose of hazardous wastes in timely fashion in accordance with applicable provincial regulations.
- .7 Minimize generation of hazardous waste to maximum extent practicable. Take necessary precautions to avoid mixing clean and contaminated wastes.
- .8 Identify and evaluate recycling and reclamation options as alternatives to land disposal, such as:
 - .1 Hazardous wastes recycled in manner constituting disposal.
 - .2 Hazardous waste burned for energy recovery.
 - .3 Lead-acid battery recycling.
 - .4 Hazardous wastes with economically recoverable precious metals.

END OF SECTION

Part 1 General

1.1 SUMMARY

- .1 Comply with requirements of this Section when performing following work:
 - .1 Removal of non-friable asbestos-containing material, referred to in Item 1.8 - Existing Conditions, if the material is removed without being broken, cut, drilled, abraded, ground, sanded or vibrated.
 - .2 Removal of non-friable asbestos-containing materials, referred to in Section 1.8 – Existing Conditions if the material is removed by breaking, cutting, drilling, abrading, grinding or vibrating if the material is wetted to control the spread of dust and fibres and the work is only done by non-powered hand-held tools.
 - .3 Chemical stripping of asbestos-containing mastics from floors.
- .2 Refer to the following documents for details on asbestos containing materials:
 - .1 Hazardous Building Materials Assessment, Building M-20, 1200 Montreal Road, Ottawa, ON, February 27, 2015, prepared by Pinchin Ltd.
 - .2 Designated Substances Survey, Building M-20, March 2007, prepared by Oakhill Environmental.
- .3 In any instances where approximate quantities differ between quantities provided in this Specification Section and in the documents in Item 1.1.2 above, the quantities provided in this Specification Section shall apply.

1.2 RELATED SECTIONS

- .1 Section 02 62 00.01 – Schedule A – Hazardous Material Table
- .2 Section 02 81 01 – Hazardous Materials.
- .3 Section 02 82 00.03 – Asbestos Abatement: Maximum precautions.

1.3 REFERENCES

- .1 Canadian General Standards Board (CGSB).
 - .1 CAN/CGSB-1.205-94, Sealer for Application of Asbestos-Fibre Releasing Materials.
- .2 Department of Justice Canada (Jus).
 - .1 Canadian Environmental Protection Act, 1999 (CEPA).
- .3 Health Canada/Workplace Hazardous Materials Information System (WHMIS).
 - .1 Material Safety Data Sheets (MSDS).
- .4 Transport Canada (TC).
 - .1 Transportation of Dangerous Goods Act, 1992 (TDGA).
- .5 Ontario Environmental Protection Act, R.R.O 1990,
 - .1 General – Waste Management, O. Reg. 347/90, as amended.

- .6 Underwriters' Laboratories of Canada (ULC).
- .7 Ontario Ministry of Labour (MoL).
 - .1 Occupational Health and Safety Act, R.S.O 1990, c. O1 (OSHA)
 - .1 O.Reg. 278/05 – Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations, as amended.
 - .2 Ontario Occupational Health and Safety Act, R.S.O. 1990, Regulation 490/09 “Designated Substances”, as amended.
 - .3 O.Reg 213/91 - “Construction Projects”, as amended.

1.4 DEFINITIONS

- .1 Airlock: system for permitting ingress or egress without permitting air movement between contaminated area and uncontaminated area, typically consisting of two curtained doorways at least 2 m apart.
- .2 Curtained doorway: arrangement of closures to allow ingress and egress from one room to another while permitting minimal air movement between rooms, typically constructed as follows:
 - .1 Place two overlapping sheets of polyethylene over existing or temporarily framed doorway, secure each along top of doorway, secure vertical edge of one sheet along one vertical side of doorway, and secure vertical edge of other sheet along opposite vertical side of doorway.
 - .2 Reinforce free edges of polyethylene with duct tape and weight bottom edge to ensure proper closing.
 - .3 Overlap each polyethylene sheet at openings not less than 1.5 m on each side.
- .3 Negative pressure: DOP tested system that extracts air directly from work area, filters such extracted air through High Efficiency Particulate Air filtering system, and discharges this air directly outside work area to exterior of building.
 - .1 System to maintain minimum pressure differential of 5 Pa relative to adjacent areas outside of work areas, be equipped with alarm to warn of system breakdown, and be equipped with instrument to continuously monitor and automatically record pressure differences.
- .4 HEPA vacuum: DOP tested High Efficiency Particulate Air filtered vacuum equipment with filter system capable of collecting and retaining fibres greater than 0.3 microns in any direction at 99.97% efficiency.
- .5 Amended Water: water with non-ionic surfactant wetting agent added to reduce surface tension of water to allow thorough wetting of fibres.
- .6 Asbestos-Containing Materials (ACMs): materials that contain 0.5 percent or more asbestos by dry weight, identified under Existing Conditions including fallen materials and settled dust.

- .7 Asbestos Work Area: area where work takes place which will, or may, disturb ACMs.
- .8 Authorized Visitors: NRC Departmental Representative, DST Representative, and representative(s) of regulatory agencies.
- .9 Competent worker: in relation to specific work, means a worker who:
 - .1 Is qualified because of knowledge, training and experience to perform the work.
 - .2 Is familiar with the provincial laws and with the provisions of the regulations that apply to the work.
 - .3 Has knowledge of all potential or actual danger to health or safety in the work.
- .10 DOP Test: testing method used to determine integrity of unit using Dispersed Oil Particulate (DOP) HEPA-filter leak test.
- .11 Friable material: means material that:
 - .1 When dry, can be crumbled, pulverized or powdered by hand pressure, or
 - .2 is crumbled, pulverized or powdered.
- .12 Hazardous Material Workplan: A brief report identifying the location and quantities of hazardous materials and the methods that will be used to remove, store, transport and dispose of them.
- .13 Non-Friable Material: material that when dry cannot be crumbled, pulverized or powdered by hand pressure.
- .14 Occupied Area: any area of the building or work site that is outside Asbestos Work Area.
- .15 Polyethylene: rip-proof polyethylene sheeting with tape along edges, around penetrating objects, over cuts and tears, and elsewhere as required to provide protection and isolation.
- .16 Sprayer: garden reservoir type sprayer or airless spray equipment capable of producing mist or fine spray. Sprayer must have appropriate capacity for work.

1.5 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submit proof satisfactory to the NRC Departmental Representative that suitable arrangements have been made to dispose of asbestos-containing waste in accordance with requirements of authority having jurisdiction.
- .2 Submit Provincial/Territorial and/or local requirements for Notice of Project Form.
- .3 Submit proof of Contractor's Asbestos Liability Insurance.
- .4 Submit to the NRC Departmental Representative necessary permits for transportation and disposal of asbestos-containing waste and proof that asbestos-containing waste has been received and properly disposed.
- .5 Submit proof that all asbestos workers and/or supervisor have received appropriate training and education by a competent person in the hazards of

asbestos exposure, good personal hygiene and work practices while working in Asbestos Work Areas, and the use, cleaning and disposal of respirators and protective clothing.

- .6 Submit proof satisfactory to NRC Departmental Representative that employees have appropriate respirator fitting and testing (fit test certificates). Workers must be fit-tested (qualitative as a minimum) with respirator that is personally issued.
- .7 Submit to the NRC Departmental Representative for approval, information regarding the proposed product for chemically removing asbestos-containing vinyl floor tile mastic.
- .8 Submit Asbestos Abatement section within Hazardous Material Work Plan.

1.6 QUALITY ASSURANCE

- .1 Regulatory Requirements: comply with Federal, Provincial/Territorial, and local requirements pertaining to asbestos, provided that in case of conflict among these requirements or with these specifications, more stringent requirement applies. Comply with regulations in effect at time Work is performed.

- .2 Health and Safety:

Safety Requirements: worker protection.

- .1 Protective equipment and clothing to be worn by workers while in Asbestos Work Area include:

- .1 As a minimum, air purifying half-mask respirator with N-100, R-100 or P-100 particulate filter, personally issued to worker and marked as to efficiency and purpose, suitable for protection against asbestos and acceptable to Provincial Authority having jurisdiction. The respirator to be fitted so that there is an effective seal between the respirator and the worker's face, unless the respirator is equipped with a hood or helmet. The respirator to be cleaned, disinfected and inspected after use on each shift, or more often if necessary, when issued for the exclusive use of one worker, or after each use when used by more than one worker. The respirator to have damaged or deteriorated parts replaced prior to being used by a worker; and, when not in use, to be stored in a convenient, clean and sanitary location. The employer to establish written procedures regarding the selection, use and care of respirators, and a copy of the procedures to be provided to and reviewed with each worker who is required to wear a respirator. A worker not to be assigned to an operation requiring the use of a respirator unless he or she is physically able to perform the operation while using the respirator.

- .2 Disposable-type protective clothing (high-density polyethylene protective clothing (Tyvek or similar, as approved by NRC Departmental Representative) that does not readily retain or permit penetration of asbestos fibres.

Protective clothing to be provided by the employer and worn by every worker who enters the work area, and the protective clothing shall consist of a head covering and full body covering that fits snugly at the ankles, wrists and neck, in order to prevent asbestos fibres from reaching the garments and skin under the protective clothing to include suitable footwear, and to be repaired or replaced if torn.

- .2 Eating, drinking, chewing, and smoking are not permitted in Asbestos Work Area.
- .3 Before leaving Asbestos Work Area, the worker can decontaminate his or her protective clothing by using a vacuum equipped with a HEPA filter, or by damp wiping, before removing the protective clothing, or, if the protective clothing will not be reused, place it in a container for dust and waste. The container to be dust tight, suitable for asbestos waste, impervious to asbestos, identified as asbestos waste, cleaned with a damp cloth or a vacuum equipped with a HEPA filter immediately before removal from the work area, and removed from the work area frequently and at regular intervals.
- .4 Facilities for washing hands and face shall be provided within or close to the Asbestos Work Area.
- .5 Ensure workers wash hands and face when leaving Asbestos Work Area.
- .6 Ensure that no person required to enter an Asbestos Work Area has facial hair or other facial condition that affects seal between respirator and face.

1.7 WASTE MANAGEMENT AND DISPOSAL

- .1 Remove from site and dispose of packaging materials at appropriate recycling facilities.
- .2 Collect and separate for disposal paper, plastic, polystyrene, corrugated cardboard, packaging material in appropriate on-site bins for recycling in accordance with Waste Management Plan.
- .3 Separate for reuse, and recycling and place in designated containers steel, metal, plastic waste in accordance with Waste Management Plan.
- .4 Place materials defined as hazardous or toxic in designated containers. Location and transportation of all on-site waste containers must be approved by NRC Departmental Representative in writing prior to work. Exterior on-site waste containers must be closable and lockable.
- .5 Handle and dispose of hazardous materials in accordance with the CEPA, TDGA, Regional and Municipal regulations.
- .6 Fold up metal banding, flatten and place in designated area for recycling.
- .7 Disposal of asbestos waste generated by removal activities must comply with Federal, Provincial, Territorial and Municipal regulations. Dispose of asbestos

waste in sealed double thickness 0.15 mm thick bags or leak proof drums. Label containers with appropriate warning labels.

- .8 Provide waste manifests describing and listing waste created. Transport containers by approved means to licensed landfill for burial. All waste landfill manifests are to be provided to the NRC Departmental Representative at the end of the project.

1.8 EXISTING CONDITIONS

- .1 The following non-friable ACMs are present within the project areas and are to be removed as part of this project:
 - .1 Approximately three-hundred (300) square metres of vinyl floor tile:
 - .1 9"x9" Vinyl Floor Tiles, Off-white with Beige Streaks
 - .2 9"x9" Vinyl floor tiles, Brown Streaked
 - .3 12"x12" Vinyl Floor Tiles, off-white.
 - .2 Approximately four-hundred (400) square metres of remnant Vinyl Floor Tile mastic on concrete substrate. This material is to be removed using a chemical removal method in an enclosure under negative pressure. The chemical removal product and method is to be pre-approved by the NRC Departmental Representative, following the mock-up procedure referred to in Item 3.2.3.
 - .3 Approximately 100 square metres of carpet adhered to asbestos-containing residual floor tile mastic. This carpet is to be handled, removed and disposed of as an asbestos-containing material.
 - .4 Approximately 100 square metres of carpet adhered directly to asbestos-containing floor tiles. This carpet is to be either separated from the floor tiles and treated as non-asbestos OR handled, removed and disposed of as an asbestos-containing material.
- .2 Refer to the following documents, which are bound to this Specification and forms part of the tender documents package, for details on materials containing asbestos to be handled, removed, or otherwise disturbed and disposed of during this Project:
 - .1 Hazardous Building Materials Assessment, Building M-20, 1200 Montreal Road, Ottawa, ON, February 27, 2015, prepared by Pinchin Ltd.
 - .2 Designated Substances Survey, Building M-20, March 2007, prepared by Oakhill Environmental.
- .3 Verification of quantities of asbestos-containing materials and site conditions are the responsibility of the bidding contractor. Contractors are to verify all site conditions themselves and base their abatement bids upon their own observations and quantity take-offs. Bidding contractors are to draw their own conclusions with respect to site conditions and/or factors that may affect their work.
- .4 Notify NRC Departmental Representative of asbestos-containing material discovered during Work and not apparent from drawings, specifications, or

report pertaining to Work. Do not disturb such material pending instructions from NRC Departmental Representative.

1.9 SCHEDULING

- .1 Hours of Work: perform work involving asbestos abatement located at the Building during hours specified by NRC Departmental Representative. **The work schedule must be approved in writing by the NRC Departmental Representative in advance of work.** Contractor shall be available to work continuously from beginning to end of project.
- .2 Any waste loading shall only be performed after regular business hours (18:00).

1.10 PERSONNEL TRAINING

- .1 Before beginning Work, provide NRC Departmental Representative with satisfactory proof that every worker has had instruction and training in hazards of asbestos exposure, in personal hygiene and work practices, and in use, cleaning, and disposal of respirators and protective clothing.
- .2 Instruction and training related to respirators includes, following minimum requirements:
 - .1 Fitting of equipment.
 - .2 Inspection and maintenance of equipment.
 - .3 Disinfecting of equipment.
 - .4 Limitations of equipment.
- .3 Instruction and training must be provided by a competent, qualified person.

Part 2 Products

2.1 MATERIALS

- .1 Drop Sheets:
 - .1 Polyethylene: 0.15 mm thick.
 - .2 FR polyethylene: 0.15 mm thick woven fibre reinforced fabric bonded both sides with polyethylene.
- .2 Wetting Agent: 50% polyoxyethylene ester and 50% polyoxyethylene ether mixed with water in a concentration to provide thorough wetting of asbestos-containing material.
- .3 Chemical mastic stripper: designed and approved for indoor use and pre-approved for use by the NRC Departmental Representative.
- .4 Waste Containers: contain waste in two separate containers.
 - .1 Inner container: 0.15 mm thick sealable polyethylene waste bag.
 - .2 Outer container: sealable metal or fibre type where there are sharp objects included in waste material; otherwise outer container may be sealable metal or fibre type or second 0.15 mm thick sealable polyethylene bag.

- .3 Labelling requirements: affix preprinted cautionary asbestos warning in both official languages that is visible when ready for removal to disposal site.

Part 3 Execution

3.1 SUPERVISION

- .1 Minimum of one Supervisor for every ten workers is required inside the asbestos work areas at all times.
- .2 Approved Supervisor must remain within Asbestos Work Area during disturbance, removal, or other handling of asbestos-containing materials.

3.2 PROCEDURES

- .1 Before beginning Work, isolate Asbestos Work Area using, at a minimum, preprinted cautionary asbestos warning signs in both official languages that are visible at access routes to Asbestos Work Area.
 - .1 Remove visible dust from surfaces in the work area where dust is likely to be disturbed during course of work.
 - .2 Use HEPA vacuum, or damp cloths where damp cleaning does not create a hazard and is otherwise appropriate.
 - .3 Do not use compressed air to clean up or remove dust from any surface.
- .2 Prevent spread of dust from Asbestos Work Area using measures appropriate to work to be done.
 - .1 Use FR polyethylene drop sheets over flooring such as carpeting that absorbs dust and over flooring in Asbestos Work Area where dust and contamination cannot otherwise be safely contained.
- .3 The spread of odours associated with chemical removal of residual floor tile mastic dust from the work area to adjacent occupied areas is to be prevented by:
 - .1 Using enclosures of polyethylene or other suitable material, if the work area is not enclosed by walls that extend from the floor slab to ceiling deck.
 - .2 Using curtains of polyethylene sheeting or other suitable material, fitted on each side of each entrance or exit from the work area.
 - .3 The use of negative pressure for the work area.
- .4 Test Area Mock-ups to be prepared for chemical removal methods where removing remnant asbestos-containing vinyl floor tile mastic from concrete substrate:
 - .1 Prepare a test area as directed by the NRC Departmental Representative, not less than 1 m² in surface area, for the concrete substrate that requires mastic removal.
 - .2 Remove the mastic from the test area using a chemical removal method, as per Section 1.8.1.2 to allow the NRC Departmental Representative to evaluate the effectiveness of the method.

- .3 Once a test area mock-up has been approved by the NRC Departmental Representative, this will represent the standard of acceptance for removing mastic from other concrete substrate areas for this project.
- .5 Wet materials containing asbestos to be cut, ground, abraded, scraped, drilled, or otherwise disturbed unless wetting creates hazard or causes damage.
 - .1 Use garden reservoir type low - velocity fine - mist sprayer.
 - .2 Perform Work to reduce dust creation to lowest levels practicable.
 - .3 Work will be subject to visual inspection.
 - .4 Contamination of surrounding areas indicated by visual inspection or air monitoring will require complete enclosure and clean-up of affected areas.
- .6 Cutting, shaping, grinding, drilling, abrading or otherwise disturbing non-friable asbestos-containing materials shall be executed using non-powered hand-tools only.
- .7 Clean-Up:
 - .1 Frequently during Work and immediately after completion of Work, clean up dust and asbestos-containing waste using HEPA vacuum or by damp mopping.
 - .2 Place dust and asbestos-containing waste in sealed dust-tight waste bags. Treat drop sheets and disposable protective clothing as asbestos waste; wet and fold these items to contain dust, then place in plastic bags.
 - .3 Clean exterior of each waste-filled bag using damp cloths or HEPA vacuum and place in second clean waste bag immediately prior to removal from Asbestos Work Area.
 - .4 Seal waste bags and remove from site. Dispose of in accordance with requirements of Provincial and Federal Authority having jurisdiction. Supervise dumping and ensure that dump operator is fully aware of hazardous nature of material to be dumped and that guidelines and regulations for asbestos disposal are followed.
 - .5 Perform final thorough clean-up of Work areas and adjacent areas affected by Work using HEPA vacuum.

3.3 INSPECTION

- .1 Perform inspection of Asbestos Work Area to confirm compliance with specification and governing authority requirements. Deviation(s) from these requirements that have not been approved in writing by NRC Departmental Representative may result in Work stoppage, at no cost to Owner.
- .2 NRC Departmental Representative may inspect Work at any time during the project for:
 - .1 Adherence to specific procedures and materials.
 - .2 Final cleanliness and completion.
 - .3 No additional costs will be allowed by Contractor for additional labour or materials required to provide specified performance level.

- .3 When asbestos leakage from Asbestos Work Area has occurred or is likely to occur NRC Departmental Representative may order Work shutdown.
- .4 No additional costs will be allowed by the Contractor for additional labour or materials required to provide specified performance level.

3.4 AIR MONITORING

- .1 From beginning of Work until completion of cleaning operations, the NRC Departmental Representative may collect air samples on a daily basis outside of Asbestos Work Area enclosures.
- .2 If air monitoring shows that areas outside work area enclosures are contaminated, enclose, maintain, and clean these areas in same manner as that applicable to Asbestos Work Areas
 - .1 Stop work and clean areas outside of Asbestos Work Areas when Phased Contrast Microscopy measurements exceed 0.05 fibres per cubic centimetre (f/cc) and correct procedures.
 - .2 All required cleaning, re-cleaning, additional air testing and/or inspections will be performed at no extra charge to the Client.
- .3 Ensure that respiratory safety factors for Workers are not exceeded.
- .4 The NRC Departmental Representative may collect clearance air samples following a final visual inspection of the Asbestos Work Area by the NRC Departmental Representative. Samples will be analyzed and compared to applicable regulations.
 - .1 Final air monitoring results must show fibre levels of less than 0.05 fibres per cubic centimetre (f/cc).
 - .2 If air monitoring shows that areas inside the Asbestos Work Area enclosures are contaminated; enclose, maintain and clean these areas in same manner as that applicable to Asbestos Work Area at no additional cost to the client.
 - .3 Repeat as necessary until fibre levels are less than 0.05 f/cc
 - .4 No additional costs will be allowed by Contractor for additional labour or materials required to provide specified performance level.

END OF SECTION

Part 1 General

1.1 SECTION INCLUDES

- .1 Comply with requirements of this Section when performing following work:
 - .1 Removal or disturbance of more than one square metre of friable asbestos-containing materials.
 - .2 Removal or disturbance of spray-applied fireproofing containing Amosite asbestos.
 - .3 Removal of all fibreglass backings to metal suspended ceiling tiles.
 - .4 Removal of any ducting within the project area.
 - .5 Removal or disturbance of one square metre or more of asbestos-containing plaster and plaster adhered to terracotta on columns.
 - .6 Breaking, cutting, drilling, abrading, grinding, sanding or vibrating of asbestos containing materials, if the work is done by means of power tools that are not attached to dust-collecting devices equipped with HEPA filters.
- .2 Refer to the following documents for details on asbestos containing materials:
 - .1 Hazardous Building Materials Assessment, Building M-20, 1200 Montreal Road, Ottawa, ON, February 27, 2015, prepared by Pinchin Ltd.
 - .2 Designated Substances Survey, Building M-20, March 2007, prepared by Oakhill Environmental.
- .3 In any instances where approximate quantities differ between quantities provided in this Specification Section and in the documents in Item 1.1.2 above, the quantities provided in this Specification Section shall apply.

1.2 RELATED SECTIONS

- .1 Section 02 62 00.01 – Schedule A – Hazardous Material Table
- .2 Section 02 81 01 – Hazardous Materials.
- .3 Section 02 82 00.01 – Asbestos Abatement: Minimum Precautions.

1.3 REFERENCES

- .1 Canadian General Standards Board (CGSB)
 - .1 CAN/CGSB-1.205-03, Sealer for Application to Asbestos-Fibre-Releasing Materials.
- .2 Canadian Standards Association (CSA International).
- .3 Department of Justice Canada.
 - .1 Canadian Environmental Protection Act (CEPA), 1999.
- .4 Health Canada/Workplace Hazardous Materials Information System (WHMIS).
 - .1 Material Safety Data Sheets (MSDS).
- .5 Transport Canada (TC).
 - .1 Transportation of Dangerous Goods Act, 1992 (TDGA).
- .6 Ontario Environmental Protection Act, R.R.O 1990,
 - .1 General – Waste Management, O. Reg. 347/90, as amended.

- .7 Underwriters' Laboratories of Canada (ULC).
- .8 Ontario Ministry of Labour (MoL).
- .1 Occupational Health and Safety Act, R.S.O 1990, c. O1 (OSHA)
 - .1 O.Reg. 278/05 – Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations, as amended.
 - .2 O.Reg. 490/09 – Designated Substances
 - .3 O.Reg. 213/91 - “Construction Projects”, as amended

1.4 DEFINITIONS

- .1 Airlock: system for permitting ingress or egress without permitting air movement between contaminated area and uncontaminated area, typically consisting of two curtained doorways at least 2 m apart.
- .2 Amended Water: water with a non-ionic surfactant wetting agent added to reduce surface tension of water to allow wetting of fibres.
- .3 Asbestos-Containing Materials (ACMs): materials that contain 0.5 percent or more asbestos by dry weight, identified under Existing Conditions Article, including fallen materials and settled dust.
- .4 Asbestos Work Area: Area where actual removal and sealing and enclosure of spray or trowel-applied asbestos-containing materials takes place.
- .5 Authorized Visitors: NRC Departmental Representative, DST Representative, and representative(s) of regulatory agencies.
- .6 Competent worker: in relation to specific work, means a worker who:
 - .1 Is qualified because of knowledge, training and experience to perform the work.
 - .2 Is familiar with the provincial laws and with the provisions of the regulations that apply to the work.
 - .3 Has knowledge of all potential or actual danger to health or safety in the work.
- .7 Curtained doorway: arrangement of closures to allow ingress and egress from one room to another while permitting minimal air movement between rooms, typically constructed as follows:
 - .1 Place two overlapping sheets of polyethylene over existing or temporarily framed doorway, secure each along top of doorway, secure vertical edge of one sheet along one vertical side of doorway, and secure vertical edge of other sheet along opposite vertical side of doorway.
 - .2 Reinforce free edges of polyethylene with duct tape and weight bottom edge to ensure proper closing.
 - .3 Overlap each polyethylene sheet at openings not less than 1.5 m on each side.
- .8 DOP Test: testing method used to determine integrity of Negative Pressure unit using dioctyl phthalate (DOP) HEPA filter leak test.
- .9 Friable Material: material that when dry can be crumbled, pulverized or powdered by hand pressure and includes such material that is crumbled, pulverized or powdered.

- .10 Glove Bag: prefabricated glove bag as follows:
 - .1 Minimum thickness 0.25 mm (10 mil) polyvinyl-chloride bag.
 - .2 Integral 0.25 mm (10 mil) thick polyvinyl-chloride gloves and elastic ports.
 - .3 Equipped with reversible, double-pull, double throw zipper on top and at approximately mid-section of the bag.
 - .4 Straps for sealing ends around pipe.
- .11 Hazardous Material Workplan: A brief report identifying the location and quantities of hazardous materials and the methods that will be used to remove, store, transport and dispose of them.
- .12 HEPA vacuum: DOP tested, High Efficiency Particulate Air filtered vacuum equipment with a filter system capable of collecting and retaining fibres greater than 0.3 microns in any direction at 99.97% efficiency.
- .13 Negative pressure: DOP tested system that extracts air directly from work area, filters such extracted air through High Efficiency Particulate Air filtering system, and discharges this air directly outside work area to exterior of building.
 - .1 System to maintain minimum pressure differential of 5 Pa relative to adjacent areas outside of work areas, be equipped with alarm to warn of system breakdown, and be equipped with instrument to continuously monitor and automatically record pressure differences.
- .14 Non-Friable Materials: material that when dry cannot be crumbled, pulverized or powdered by hand pressure.
- .15 Occupied Area: any area of building or work site that is outside Asbestos Work Area.
- .16 Polyethylene sheeting sealed with tape: Polyethylene sheeting of type and thickness specified sealed with tape along edges, around penetrating objects, over cuts and tears, and elsewhere as required to provide continuous polyethylene membrane to protect underlying surfaces from water damage or damage by sealants, and to prevent escape of asbestos fibres through sheeting into clean area.
- .17 Sprayer: garden reservoir type sprayer or airless spray equipment capable of producing mist or fine spray. Must be appropriate capacity for scope of work.

1.5 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Before beginning work:
 - .1 Obtain from appropriate agency and submit to NRC Departmental Representative necessary permits for transportation and disposal of asbestos waste. Ensure that dump operator is fully aware of hazardous nature of material being dumped, and proper methods of disposal. Submit proof satisfactory to NRC Departmental Representative that suitable arrangements have been made to receive and properly dispose of asbestos waste.
 - .2 Submit proof satisfactory to NRC Departmental Representative that every worker involved in a Type 3 operation has successfully completed the Asbestos Abatement Worker Training Program approved by the Ministry of Training, Colleges and Universities and every supervisor of a worker involved in a Type 3 operation has successfully completed the Asbestos

Abatement Supervisor Training Program approved by the Ministry of Training, Colleges and Universities as outlined in O. Reg. 278/05, s. 20 (1). Submit proof of attendance in form of certificate.

- .3 Ensure supervisory personnel have attended asbestos abatement course, of not less than two days duration, approved by NRC Departmental Representative. Submit proof of attendance in form of certificate. Minimum of one Supervisor for every ten workers.
- .4 Submit layout of proposed enclosures and decontamination facilities to NRC Departmental Representative for review.
- .5 Submit documentation including test results for sealer proposed for use.
- .6 Submit Provincial/Territorial and/or local requirements for Notice of Project Form.
- .7 Submit proof of Contractor's Asbestos Liability Insurance.
- .8 Submit proof satisfactory to NRC Departmental Representative that employees have appropriate respirator fitting and testing. Workers must be fit-tested (**quantitative**) with respirator that is personally issued.
- .9 Submit documentation including air test results for compressor to be used for supplied air respirators.
- .10 Submit Worker's Compensation Board status and transcription of insurance.
- .11 Submit documentation including test results, fire and flammability data, and Material Safety Data Sheets (MSDS) for chemicals or materials including but not limited to following:
 - .1 amended water;
 - .2 slow-drying sealer.
- .12 Submit Asbestos Abatement section within Hazardous Material Work Plan.

1.6 **QUALITY ASSURANCE**

- .1 Regulatory Requirements: comply with Federal, Provincial/Territorial and local requirements pertaining to asbestos, provided that in case of conflict among those requirements or with these specifications more stringent requirement applies. Comply with regulations in effect at time work is performed.
- .2 Health and Safety:
 - .1 Safety Requirements: worker and visitor protection.
 - .1 Protective equipment and clothing to be worn by workers while in Asbestos Work Area includes:
 - .1 Where removing any asbestos-containing materials with the exception of Amosite-containing fireproofing, as a minimum, full-face respirator equipped with HEPA P-100 filter cartridges. Where removing Amosite-containing spray-applied fireproofing, supplied air respirators shall be worn at all times. This respiratory protection shall also be provided by the contractor for any visitor or NRC Departmental Representative accessing the space. Respirators shall be personally issued to worker and marked as to efficiency and purpose, suitable for protection against asbestos and acceptable to Provincial Authority having jurisdiction.
 - .2 All respirators to be fitted so that there is an effective seal between the respirator and the worker's face, unless the

respirator is equipped with a hood or helmet. The respirators are to be cleaned, disinfected and inspected after use on each shift, or more often if necessary, when issued for the exclusive use of one worker, or after each use when used by more than one worker. The respirators to have damaged or deteriorated parts replaced prior to being used by a worker; and, when not in use, to be stored in a convenient, clean and sanitary location. The employer to establish written procedures regarding the selection, use and care of respirators, and a copy of the procedures to be provided to and reviewed with each worker who is required to wear a respirator. A worker not to be assigned to an operation requiring the use of a respirator unless he or she is physically able to perform the operation while using the respirator.

- .3 Disposable-type protective clothing (high-density polyethylene protective clothing (Tyvek or similar, as approved by Client/Client Representative) that does not readily retain or permit penetration of asbestos fibres. Protective clothing to be provided by the employer and worn by every worker who enters the work area, and the protective clothing shall consist of a head covering and full body covering that fits snugly at the ankles, wrists and neck, in order to prevent asbestos fibres from reaching the garments and skin under the protective clothing to include suitable footwear, and to be repaired or replaced if torn
- .2 Requirements for each worker:
 - .1 Remove street clothes in clean change room and put on respirator with new filters or reusable filters that have been tested as satisfactory, clean coveralls and head covers before entering Equipment and Access Rooms or Asbestos Work Area. Store street clothes, uncontaminated footwear, towels, and similar uncontaminated articles in clean change room.
 - .2 Remove gross contamination from clothing before leaving work area then proceed to Equipment and Access Room and remove clothing except respirators. Place contaminated worksuits in receptacles for disposal with other asbestos - contaminated materials. Leave reusable items except respirator in Equipment and Access Room. Still wearing the respirator proceed naked to showers. Using soap and water wash body and hair thoroughly. Clean outside of respirator with soap and water while showering; remove respirator; remove filters and wet them and dispose of filters in container provided for purpose; and wash and rinse inside of respirator. When not in use in work area, store work footwear in Equipment and Access Room. Upon completion of asbestos abatement, dispose of footwear as contaminated waste or clean thoroughly inside and out using soap and water before removing from work area or from Equipment and Access Room.

- .3 After showering and drying off, proceed to clean change room and dress in street clothes at end of each day's work, or in clean coveralls before eating, smoking, or drinking. If re-entering work area, follow procedures outlined in paragraphs above.
- .4 Enter unloading room from outside dressed in clean coveralls to remove waste containers and equipment from Holding Room of Container and Equipment Decontamination Enclosure system. Workers must not use this system as means to leave or enter work area.
- .3 Eating, drinking, chewing, and smoking are not permitted in Asbestos Work Area.
- .4 Ensure workers are fully protected with respirators and protective clothing during preparation of system of enclosures prior to commencing actual asbestos abatement.
- .5 Provide and post in Clean Change Room and in Equipment and Access Room the procedures described in this Section, in both official languages.
- .6 Ensure that no person required to enter an Asbestos Work Area has facial hair or other facial condition that affects seal between respirator and face.
- .7 Visitor Protection:
 - .1 Provide protective clothing and approved respirators to Authorized Visitors to work areas.
 - .2 Instruct Authorized Visitors in the use of protective clothing, respirators and procedures.
 - .3 Instruct Authorized Visitors in proper procedures to be followed in entering into and exiting from Asbestos Work Area.

1.7 WASTE MANAGEMENT AND DISPOSAL

- .1 Remove from site and dispose of packaging materials at appropriate recycling facilities.
- .2 Collect and separate for disposal paper, plastic, polystyrene, corrugated cardboard, packaging material in appropriate on-site bins for recycling in accordance with Waste Management Plan.
- .3 Separate for reuse, and recycling and place in designated containers steel, metal, plastic waste in accordance with Waste Management Plan.
- .4 Place materials defined as hazardous or toxic in designated containers. Exterior on-site waste containers must be closable and lockable.
- .5 Handle and dispose of hazardous materials in accordance with the CEPA, TDGA, Regional and Municipal regulations.
- .6 Fold up metal banding, flatten and place in designated area for recycling.
- .7 Disposal of asbestos waste generated by removal activities must comply with Federal, Provincial, Territorial and Municipal regulations. Dispose of asbestos waste in sealed double thickness 6 ml bags or leak proof drums. Label containers with appropriate warning labels.

- .8 Provide manifests describing and listing waste created. Transport containers by approved means to licensed landfill for burial.

1.8 EXISTING CONDITIONS

- .1 The following ACMs have been identified as asbestos containing and are to be removed to accommodate the project:
 - .1 300 square metres of assumed asbestos-contaminated fibreglass backings associated with metal ceiling tiles.
 - .2 475 square metres of spray-applied fireproofing containing Amosite asbestos, on various surfaces including, but not limited to, steel beams, the concrete deck, and as overspray on ducts, conduit, cabling, hangers, select walls, etc.
 - .3 Six (6) pipe fittings insulated with cement parging.
 - .4 200 square metres of plaster applied to columns and bulkheads. This quantity does not include walls along the perimeter of the work area, which are to be left intact unless directed otherwise by the NRC Departmental Representative. Column plaster is applied directly to terracotta blocks for columns, which are inherently fragile. Remove both terracotta blocks and plaster from columns.
 - .5 10 square metres of plaster applied to the terracotta wall surrounding the door leading to the mechanical room within the project area. There is plaster applied to terracotta on both sides of the wall. Removal of the plaster on both sides of the wall is required. Removal shall be completed to the extent of being able to accommodate the installation of a double door. Refer to project drawings for extent of plaster removal. Removal of this plaster shall be completed over a single weekend, as a separate Type 3 operation, including satisfactory clearance air sampling by consultant and enclosure tear-down. Following this Type 3 abatement, and for the remainder of the project, access to the mechanical room shall be maintained by the contractor for building and maintenance personnel without the use of personnel protective equipment (respiratory protection etc.).
 - .6 Any ducting systems that are present within the work area are to be removed as part of the scope of work under asbestos precautionary measures.
 - .7 All other fibreglass insulations located above the metal ceiling tiles on both piping and ductwork are to be considered contaminated and are to be removed and disposed of as asbestos waste.
- .2 Refer to the following documents, which are bound to this Specification and forms part of the tender documents package, for details on materials containing asbestos to be handled, removed, or otherwise disturbed and disposed of during this Project:
 - .1 Hazardous Building Materials Assessment, Building M-20, 1200 Montreal Road, Ottawa, ON, February 27, 2015, prepared by Pinchin Ltd.
 - .2 Designated Substances Survey, Building M-20, March 2007, prepared by Oakhill Environmental.
- .3 Contractors are responsible for all leachate hazardous material testing using toxicity characteristic leaching procedures (TCLP) prior to disposal of materials as well as costs associated with disposal of hazardous materials (where applicable),

in accordance with O.Reg 347/90, as amended. Include in contract sum costs due to this requirement.

- .4 Verification of quantities of asbestos-containing materials and site conditions are the responsibility of the bidding contractor. Contractors are to verify all site conditions themselves and base their abatement bids upon their own observations and quantity take-offs. Bidding contractors are to draw their own conclusions with respect to site conditions and/or factors that may affect their work.
- .5 Notify NRC Departmental Representative of friable or any otherwise suspect asbestos-containing material discovered during Work and not apparent from drawings, specifications, or report pertaining to Work. Do not disturb such material until instructed by NRC Departmental Representative.

1.9 SCHEDULING

- .1 Not later than ten (10) days before beginning Work on this Project notify following in writing:
 - .1 Provincial/Territorial, Department of Labour.
 - .2 Disposal Authority.
- .2 Inform sub-trades of presence of asbestos-containing materials identified in the documents listed in Item 1.8.
- .3 Submit to NRC Departmental Representative copy of notifications prior to start of Work.
- .4 Hours of Work: perform work involving asbestos abatement located at the Building during hours specified by NRC Departmental Representative. **The work schedule must be approved in writing by the NRC Departmental Representative in advance of work.** Contractor shall be available to work continuously from beginning to end of project.
- .5 Any waste loading shall only be performed after regular business hours (18:00), ensuring this does not contradict with working hours. Waste loading shall not occur through occupied areas of the building. Waste storage containers to be closed and locked overnight.

1.10 PERSONNEL TRAINING

- .1 Before beginning Work, provide to NRC Departmental Representative satisfactory proof that every worker has had instruction and training in hazards of asbestos exposure, in personal hygiene including dress and showers, in entry and exit from Asbestos Work Area, in aspects of work procedures, and in use, cleaning, and disposal of respirators and protective clothing.
- .2 Instruction and training related to respirators includes, at minimum:
 - .1 Proper fitting of equipment.
 - .2 Inspection and maintenance of equipment.
 - .3 Cleaning and Disinfecting of equipment.
 - .4 Limitations of equipment.
- .3 Instruction and training must be provided by competent, qualified person.
- .4 Every worker involved in a Type 3 operation must have successfully completed the Asbestos Abatement Worker Training Program approved by the Ministry of Training, Colleges and Universities.

- .5 Every supervisor of a worker involved in a Type 3 operation must have successfully completed the Asbestos Abatement Supervisor Training Program approved by the Ministry of Training, Colleges and Universities.

Part 2 Products

2.1 MATERIALS

- .1 Polyethylene: minimum 0.15 mm thick unless otherwise specified; in sheet size to minimize joints.
- .2 FR polyethylene: minimum 0.15 mm thick, woven fibre reinforced fabric bonded both sides with polyethylene.
- .3 Tape: fibreglass - reinforced duct tape suitable for sealing polyethylene under both dry conditions and wet conditions using amended water.
- .4 Wetting agent: 50% polyoxyethylene ester and 50% polyoxyethylene ether, or other material approved by NRC Departmental Representative mixed with water in concentration to provide adequate penetration and wetting of asbestos-containing material.
- .5 Asbestos waste containers: Metal or fibre - type acceptable to dump operator with tightly fitting covers and 0.15 mm minimum thickness sealable polyethylene liners.
 - .1 Inner container: 0.15 mm thick sealable polyethylene waste bag.
 - .2 Outer container: sealable metal or fibre type where there are sharp objects included in waste material; otherwise outer container may be sealable metal or fibre type or second 0.15 mm thick sealable polyethylene bag.
 - .3 Label containers in accordance with applicable Regulations. Label in both official languages.
- .6 Tape: tape suitable for sealing polyethylene to surfaces under both dry and wet conditions using amended water.
- .7 Scaffolding: Of appropriate size and strength to accommodate project in accordance with O.Reg 213/91, with specifications and set-up to be approved and stamped by professional engineer. Include in contract sum costs due to this requirement.
- .8 Slow - drying sealer: non-staining, clear, water - dispersible type that remains tacky on surface for at least 8 hours and designed for purpose of trapping residual asbestos fibres.
- .9 Sealer: flame spread and smoke developed rating less than 50 and be compatible with new fireproofing.
- .10 Encapsulant: penetrating type conforming to CAN/CGSB-1.205.

Part 3 Execution

3.1 PREPARATION

- .1 Work Areas:
 - .1 Shut off and isolate air handling and ventilation systems for work areas to prevent fibre dispersal to other building areas during work phase. Location

and procedure of shut off shall be approved by the NRC Departmental Representative. Conduct smoke tests to ensure that duct work isolation measures are airtight. Location and procedure for smoke tests shall be approved by the NRC Departmental Representative. Due to the presence of asbestos-containing spray-applied insulation within the work area, physical disturbance of any ductwork shall be performed under Type 3 asbestos precautionary measures.

- .2 Pre-clean moveable furniture and carpeting within proposed work area using HEPA vacuum and remove from work area to an appropriate temporary location.
- .3 Pre-clean fixed casework, plant, and equipment within proposed work area(s), using HEPA vacuum and cover with polyethylene sheeting sealed with tape.
- .4 Clean proposed work area(s) using, where practicable, HEPA vacuum cleaning equipment. If not practicable, use wet cleaning method. Do not use methods that raise dust, such as dry sweeping, or vacuuming using other than HEPA vacuum equipment.
- .5 The spread of dust from the work area to be prevented by:
 - .1 Using enclosures of polyethylene or other suitable material that is impervious to asbestos (including, if the enclosure material is opaque, one or more transparent window areas to allow observation of the entire work area from outside the enclosure), if the work area is not enclosed by walls.
 - .2 Using curtains of polyethylene sheeting or other suitable material that is impervious to asbestos, fitted on each side of each entrance or exit from the work area.
- .6 DOP test negative pressure units within one (1) month prior to work operations. Provide documentation to Client Representative. Put negative pressure system in operation and operate continuously from time first polyethylene is installed to seal openings until final completion of work including final cleanup. Provide continuous monitoring of pressure difference using automatic recording instrument. The system to maintain a negative air pressure of 0.02 inches [5 Pa] of water, relative to the area outside the enclosed area. The system to be inspected and maintained by a competent person prior each use to ensure that there is no air leakage, and if the filter is found to be damaged or defective, it to be replaced before the ventilation system is used. Vent negative air units to the outdoors.
- .7 Seal off openings such as corridors, doorways, windows, skylights, ducts, grilles, and diffusers, with polyethylene sheeting sealed with tape.
- .8 Cover floor and wall surfaces with polyethylene sheeting sealed with tape. Use one layer of FR polyethylene on floors. Cover floors first so that polyethylene extends at least 300 mm up walls then cover walls to overlap floor sheeting.
- .9 Build airlocks at entrances to and exits from work area(s) so that work area(s) are always closed off by one curtained doorway when workers enter or exit.
- .10 At each access to work areas install warning signs in both official languages in upper case "Helvetica Medium" letters reading as follows where number in parentheses indicates font size to be used: "CAUTION ASBESTOS HAZARD AREA (25 mm) NO UNAUTHORIZED ENTRY (19 mm) WEAR

ASSIGNED PROTECTIVE EQUIPMENT (19 mm) BREATHING ASBESTOS DUST MAY CAUSE SERIOUS BODILY HARM (7 mm)".

- .11 After work area isolation, remove heating, ventilating, and air conditioning filters, pack in sealed plastic bags 0.15 mm minimum thick and treat as contaminated asbestos waste. Remove ceiling - mounted objects such as lights, partitions, other fixtures not previously sealed off, and other objects that interfere with asbestos removal, as directed by NRC Departmental Representative. Use localized water spraying during fixture removal to reduce fibre dispersal.
 - .12 Maintain emergency and fire exits from work area(s), or establish alternative exits satisfactory to Fire Commissioner of Canada.
 - .13 Where application of water is required for wetting asbestos-containing materials, shut off electrical power, provide 24 volt safety lighting and ground fault interrupter circuits on power source for electrical tools, in accordance with applicable CSA Standard. Ensure safe installation of electrical lines and equipment.
 - .14 Removal of plaster materials (both sides of wall) to accommodate the installation of the double door associated with the mechanical room shall be completed over a single weekend, as a separate Type 3 operation, including satisfactory clearance air sampling by consultant and enclosure tear-down.
 - .15 Following this Type 3 abatement, and for the remainder of the project, access to the mechanical room shall be maintained by the contractor for building and maintenance personnel without the use of personnel protective equipment (respiratory protection etc.). Include in contract sum costs due to these requirements.
- .2 Worker Decontamination Enclosure System:
- .1 Worker Decontamination Enclosure System includes Equipment and Access Room, Shower Room, and Clean Room, as follows:
 - .1 Equipment and Access Room: build Equipment and Access Room between Shower Room and work area(s), with two curtained doorways, one to Shower Room and one to work area(s). Install portable toilet, waste receptor, and storage facilities for workers' shoes and protective clothing to be reworn in work area(s). Build Equipment and Access Room large enough to accommodate specified facilities, other equipment needed, and at least one worker allowing him /her sufficient space to undress comfortably.
 - .2 Shower Room: build Shower Room between Clean Room and Equipment and Access Room, with two curtained doorways, one to Clean Room and one to Equipment and Access Room. Provide one shower for every five workers. Provide hot and cold water or water of a constant temperature that is not less than 40°C or more than 50°C. Provide individual controls inside the room to regulate water flow, and individual controls inside room to regulate temperature. Provide piping and connect to water sources and drains. Pump waste water through 5 micrometre filter system acceptable to Client Representative before directing into drains. Provide soap, clean towels, and appropriate containers for disposal of used respirator filters.
 - .3 Clean Room: build Clean Room between Shower Room and clean areas outside of enclosures, with two curtained doorways, one to

outside of enclosures and one to Shower Room. Provide lockers or hangers and hooks for workers' street clothes and personal belongings. Provide storage for clean protective clothing and respiratory equipment. Install mirror to permit workers to fit respiratory equipment properly.

- .3 Container and Equipment Decontamination Enclosure System:
 - .1 Container and Equipment Decontamination Enclosure System consists of Staging Area within work area, Washroom, Holding Room, and Unloading Room. Purpose of system is to provide means to decontaminate waste containers, scaffolding, waste and material containers, vacuum and spray equipment, and other tools and equipment for which Worker Decontamination Enclosure System is not suitable.
 - .1 Staging Area: designate Staging Area in work area for gross removal of dust and debris from waste containers and equipment, labelling and sealing of waste containers, and temporary storage pending removal to Washroom. Equip Staging Area with curtained doorway to Washroom.
 - .2 Washroom: build Washroom between Staging Area and Holding Room with two curtained doorways, one to Staging Area and one to Holding Room. Provide high - pressure low - volume sprays for washing of waste containers and equipment. Pump waste water through 5 micrometre filter system before directing into drains. Provide piping and connect to water sources and drains.
 - .3 Holding Room: build Holding Room between Washroom and Unloading Room, with two curtained doorways, one to Washroom and one to Unloading Room. Build Holding Room sized to accommodate at least two waste containers and largest item of equipment used.
 - .4 Unloading Room: build Unloading Room between Holding Room and outside, with two curtained doorways, one to Holding Room and one to outside.
- .4 Construction of Decontamination Enclosures:
 - .1 Build suitable framing for enclosures or use existing rooms where convenient, and line with polyethylene sheeting sealed with tape. Use one layer of FR polyethylene on floors, as applicable.
 - .2 Build curtained doorways between enclosures so that when people move through or when waste containers and equipment are moved through doorway, one of two closures comprising doorway always remains closed.
- .5 Separation of Work Areas from Occupied Areas:
 - .1 Separate parts of building required to remain in use from parts of building or exterior used for asbestos abatement by means of airtight barrier system constructed as follows:
 - .1 Build suitable floor to ceiling lumber or metal stud framing, cover with polyethylene sheeting sealed with tape, and apply 9 mm minimum thick plywood. Seal joints between plywood sheets and between plywood and adjacent materials with surface film forming type sealer, to create airtight barrier.

- .2 Cover plywood barrier with polyethylene sealed with tape, as specified for work areas.
- .6 Maintenance of Enclosures:
 - .1 Maintain enclosures in tidy condition.
 - .2 Ensure that barriers and polyethylene linings are effectively sealed and taped. Repair damaged barriers and remedy defects immediately upon discovery.
 - .3 Visually inspect enclosures at beginning of each working period.
 - .4 Use smoke methods to test effectiveness of barriers when directed by NRC Departmental Representative.
- .7 Do not begin Asbestos Abatement work until:
 - .1 Arrangements have been made for disposal of waste.
 - .2 For wet stripping techniques, arrangements have been made for containing, filtering, and disposal of waste water.
 - .3 Work area(s) and decontamination enclosures and parts of building required to remain in use are effectively segregated.
 - .4 Tools, equipment, and materials waste containers are on hand.
 - .5 Arrangements have been made for building security.
 - .6 Warning signs are displayed where access to contaminated areas is possible.
 - .7 Notifications have been completed and other preparatory steps have been taken.
 - .8 Work area enclosure has been inspected and approved by the NRC Departmental Representative.
 - .9 Locations for waste bins as designated by the NRC Departmental Representative have been established. Keep bins covered and enclosed while at the site. Bin loading area shall be kept clean at all times.

3.2 SUPERVISION

- .1 Minimum of one Supervisor for every ten workers is required.
- .2 Approved Supervisor must remain within Asbestos Work Area during disturbance, removal, or other handling of asbestos-containing materials.

3.3 ASBESTOS REMOVAL

- .1 Before removing asbestos:
 - .1 Prepare site.
 - .2 Spray asbestos-containing material with water containing specified wetting agent, using airless spray equipment capable of providing "mist" application to prevent release of fibres. Saturate asbestos material sufficiently to wet it to substrate without causing excess dripping. Spray asbestos material repeatedly during work process to maintain saturation and to minimize asbestos fibre dispersion.

- .2 Remove saturated asbestos material in small sections. Do not allow saturated asbestos to dry out. As it is being removed pack material in sealable plastic bags 0.15 mm minimum thick and place in labelled containers for transport.
- .3 Seal filled containers. Clean external surfaces thoroughly by wet sponging. Remove from immediate working area to Staging Area. Clean external surfaces thoroughly again by wet sponging before moving containers to decontamination Washroom. Wash containers thoroughly in decontamination Washroom, and store in Holding Room pending removal to Unloading Room and outside. Ensure that containers are removed from Holding Room by workers who have entered from uncontaminated areas dressed in clean coveralls.
- .4 After completion of stripping work, wire brushed and wet-sponge surfaces from which asbestos has been removed to remove visible material. During this work keep surfaces wet.
- .5 Where NRC Departmental Representative decides complete removal of asbestos containing material is impossible due to obstructions such as structural members or major service elements, or because asbestos containing material was originally applied to asphaltic coating, and provides written direction, encapsulate material as follows:
 - .1 Apply surface film forming type sealer to provide 0.635 mm minimum dry film thickness over asbestos surfaces. Apply using airless spray equipment to avoid blowing off fibres. Apply penetrating type sealer to penetrate existing sprayed asbestos surfaces to uniform depth of 25 mm minimum. Apply penetrating type sealer to penetrate existing asbestos surfaces uniformly to substrate.
- .6 After wire brushing and wet sponging to remove visible asbestos and after encapsulating asbestos containing material impossible to remove, wet clean entire work area including Equipment and Access Room, and equipment used in process. After 24 hour period to allow for dust settling, wet clean these areas and objects again. During this settling period no entry, activity, or ventilation will be permitted. After second 24 hour period under same conditions, clean these areas and objects again using HEPA vacuum followed by wet cleaning. After inspection by NRC Departmental Representative or designate, apply continuous coat of slow drying sealer to surfaces of work area. Allow at least 16 hours with no entry, activity, ventilation, or disturbance other than operation of negative pressure units during this period.
- .7 Work is subject to visual inspection and air monitoring by NRC Departmental Representative. Contamination of surrounding areas indicated by visual inspection or air monitoring will require complete enclosure and clean-up of affected areas.
- .8 Cleanup:
 - .1 Frequently during Work and immediately after completion of work, clean up dust and asbestos containing waste using HEPA vacuum or by damp mopping.
 - .2 Place dust and asbestos containing waste in sealed dust tight waste bags. Treat drop sheets and disposable protective clothing as asbestos waste and wet and fold to contain dust and then place in waste bags.
 - .3 Immediately before their removal from Asbestos Work Area and disposal, clean each filled waste bag using damp cloths or HEPA vacuum and place in second clean waste bag.

- .4 Seal and remove double bagged waste from site. Dispose of in accordance with requirements of Provincial/Territorial and Federal authority having jurisdiction. Supervise dumping and ensure that dump operator is fully aware of hazardous nature of material to be dumped and that guidelines and regulations for asbestos disposal are followed.
- .5 Perform final thorough clean-up of Asbestos Work Areas and adjacent areas affected by Work using HEPA vacuum.

3.4 INSPECTION

- .1 Perform inspection of Asbestos Work Area to confirm compliance with specification and governing authority requirements. Deviation(s) from these requirements that have not been approved in writing by the NRC Departmental Representative may result in Work stoppage, at no cost to the Owner.
- .2 NRC Departmental Representative will inspect Work for:
 - .1 Adherence to specific procedures and materials.
 - .2 Final cleanliness and completion.
 - .3 No additional costs will be allowed by Contractor for additional labour or materials required to provide specified performance level.
- .3 When asbestos leakage from Asbestos Work Area has occurred or is likely to occur, NRC Departmental Representative may order Work shutdown.
- .4 No additional costs will be allowed by Contractor for additional labour or materials required to provide specified performance level.

3.5 AIR MONITORING

- .1 From beginning of Work until completion of cleaning operations, NRC Departmental Representative will collect air samples on daily basis outside of work area enclosure(s) in accordance with industry standard practice.
 - .1 Contractor shall be responsible for monitoring inside in accordance with applicable Provincial/Territorial Occupational Health and Safety Regulations.
 - .2 Contractor shall ensure that respiratory safety factors for Workers are not exceeded.
- .2 If air monitoring shows that areas outside work area are contaminated, enclose, maintain and clean these areas in same manner as that applicable to Asbestos Work Areas.
 - .1 Stop work and clean areas outside of Asbestos Work Areas when Phase Contrast Microscopy measurements exceed 0.05 fibres per cubic centimetre (f/cc) and correct procedures.
 - .2 All required cleaning, re-cleaning, additional air testing and/or inspections will be at no extra charge to NRC Departmental Representative.
- .3 Final air monitoring to be conducted as follows: After Asbestos Work Area has passed visual inspection by NRC Departmental Representative, and acceptable coat of lock-down agent has been applied to surfaces within enclosure, and appropriate setting period has passed, NRC Departmental Representative will perform aggressive air monitoring within Asbestos Work Area.
 - .1 Final air monitoring results must show fibre levels of less than 0.01 f/cc.

- .2 If air monitoring results show fibre levels in excess of 0.01 f/cc, re-clean work area and apply another acceptable coat of lock-down agent to surfaces.
- .3 Repeat as necessary until fibre levels are less than 0.01 f/cc.
- .4 No additional costs will be allowed by Contractor for additional labour or materials required to provide specified performance level.

3.6 FINAL CLEANUP

- .1 Following cleaning and air sampling by NRC Departmental Representative shows that asbestos levels inside work area enclosure(s) do not exceed 0.01 fibres/cc, proceed with final cleanup.
- .2 Remove polyethylene sheet by rolling it away from walls to centre of work area. Vacuum visible asbestos-containing particles observed during cleanup, immediately, using HEPA vacuum equipment.
- .3 Place polyethylene seals, tape, cleaning material, clothing, and other contaminated waste in plastic bags and sealed labelled waste containers for transport.
- .4 Include in clean-up Work areas, Equipment and Access Room, Washroom, Shower Room, and other contaminated enclosures.
- .5 Include in clean-up sealed waste containers and equipment used in Work and remove from work areas, via Container and Equipment Decontamination Enclosure System, at appropriate time in cleaning sequence.
- .6 Conduct final check to ensure that no dust or debris remains on surfaces as result of dismantling operations.
- .7 As work progresses, and to prevent exceeding available storage capacity on site, remove sealed and labelled containers containing asbestos waste and dispose of at authorized disposal area in accordance with requirements of disposal authority. Ensure that each shipment of containers transported to dump is accompanied by Contractor's representative to ensure that dumping is done in accordance with governing regulations.

END OF SECTION

SCHEDULE A: DESIGNATED SUBSTANCES/ HAZARDOUS MATERIALS ^{Note 1}

Environmental Issue ⁱ	Area of Concern	Required Action
Asbestos-Containing Materials	<p>Friable and non-friable asbestos-containing materials (ACMs) have been identified and are present throughout the project area.</p> <p>Any disturbance and/or removal of these materials shall be performed by a qualified contractor.</p> <p>These materials are outlined within the Designated Substances Report and Project-Specific Report for this abatement project, referenced in this section.</p>	<p>Appropriate asbestos abatement practices must be utilized during the removal of asbestos-containing materials, including the use of proper personal protective equipment, as per Ontario Occupational Health and Safety Act, R.S.O., 1990, O. Reg. 278/05, Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations. Asbestos waste is to be disposed of in accordance with O. Reg. 347/90, as amended, General Waste Management.</p> <p>Remove asbestos containing materials in accordance with the requirements of Sections 02 82 00.001 and 02 82 00.03.</p>
Lead	<p>Lead has been confirmed to be present in concentrations that may result in a health risk during work activities. All paints, and all other surface coatings including structural steel coatings, are considered as containing detectable concentrations of lead in the project area.</p> <p>Lead is also assumed to be present in the following materials:</p> <ul style="list-style-type: none"> • Solder on the joints of copper piping; • Caulking in cast iron drainpipe joints; • Electrical components, including wiring connectors, grounding conductors, and solder; and • Emergency light batteries. 	<p>Remove or disturb lead-containing materials in accordance with O. Reg. 490/09, Designated Substances, as amended and Ontario Ministry of Labour (MoL) - <i>Guideline: Lead on Construction Projects</i>. Lead is to be disposed of in accordance with O. Reg. 347/90, as amended, General Waste Management.</p> <p>No lead-containing material sampling was performed for lead leachate analysis. The disposal of construction waste containing lead is dependent on leachate testing, as governed by O. Reg. 347/90. Contractor is to retain a competent person prior to disposal to classify lead-containing waste streams as hazardous or non-hazardous for disposal purposes, using the Toxicity Characteristic Leachate Procedure (TCLP) at a certified analytical laboratory. All sampling procedures and submissions shall be approved by the NRC Departmental Representative.</p>

Environmental Issue ⁱ	Area of Concern	Required Action
Mercury	Mercury vapour is present in approximately two-hundred (200) fluorescent light tubes, and in two (2) thermostats in the project area.	Remove equipment containing mercury for recycling or disposal, as applicable, in accordance with O. Reg. 490/09, as amended, Designated Substances; Ontario MoL document <i>The Safe Handling of Mercury: A Guide for the Construction Industry</i> , and O. Reg. 347/90, as amended, General Waste Management.
Silica	<p>Silica is assumed to be present within the following materials in the project area:</p> <ul style="list-style-type: none"> • Cement, concrete, masonry building materials (brick, terracotta, concrete block, etc.) and associated mortars; • Plaster building elements; and • Vinyl flooring products. 	Appropriate work practices must be utilized during the disturbance of these structures in accordance with O. Reg. 490/09, as amended, Designated Substances; and Ontario MoL - <i>Guideline: Silica on Construction Projects</i> .
Polychlorinated Biphenyls (PCBs)	<p>PCBs are assumed to be present in the following materials in the project area:</p> <ul style="list-style-type: none"> • Approximately one-hundred (100) ballasts associated with fluorescent light fixtures. 	Remove any PCB-containing equipment in accordance with O. Reg. 362/90, as amended; O. Reg. 347/90, and <i>PCB Regulations 2008</i> , as amended; and Transportation of Dangerous Goods Act. All ballasts are to be delivered to Building M-18 at the NRC Complex in Ottawa, Ontario, for disposal by the NRC Departmental Representative.

Note 1: This schedule only summarizes confirmed asbestos-containing materials and other designated substances and hazardous materials. Please refer to the below referenced reports for additional information. All contractors are to verify site conditions, quantities, and hazardous material locations themselves and base their bids upon their own observations and quantity take-offs. Contractors are responsible for understanding and confirming scope of work for project prior to removal or disturbance.

References:

1. Hazardous Building Materials Assessment, Building M-20, 1200 Montreal Road, Ottawa, ON, February 27, 2015, prepared by Pinchin Ltd.
2. Designated Substances Survey, Building M-20, March 2007, prepared by Oakhill Environmental.



TP1 Amount Payable – General

1.1 Subject to any other provisions of the contract, Her Majesty shall pay the Contractor, at the times and in the manner hereinafter set out, the amount by which

1.1.1 the aggregate of the amounts described in TP2 exceeds

1.1.2 the aggregate of the amounts described in TP3

and the Contractor shall accept that amount as payment in full satisfaction for everything furnished and done by him in respect of the work to which the payment relates.

TP2 Amounts Payable to the Contractor

2.1 The amounts referred to in TP1.1.1 are the aggregate of

2.1.1 the amounts referred to in the Articles of Agreement, and

2.1.2 the amounts, if any, that are payable to the Contractor pursuant to the General Conditions.

TP3 Amounts Payable to Her Majesty

3.1 The amounts referred to in TP1.1.2 are the aggregate of the amounts, in any, that the Contractor is liable to pay Her Majesty pursuant to the contract.

3.2 When making any payments to the Contractor, the failure of Her Majesty to deduct an amount referred to in TP3.1 from an amount referred to in TP2 shall not constitute a waiver of the right to do so, or an admission of lack of entitlement to do so in any subsequent payment to the Contractor.

TP4 Time of Payment

4.1 In these Terms of Payment

4.1.1 The “payment period” means a period of 30 consecutive days or such other longer period as is agreed between the Contractor and the Departmental Representative.

4.1.2 An amount is “due and payable” when it is due and payable by Her Majesty to the Contractor according to TP4.4, TP4.7 or TP4.10.

4.1.3 An amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.

4.1.4 The “date of payment” means the date of the negotiable instrument of an amount due and payable by the Receiver General for Canada and given for payment.

4.1.5 The “Bank Rate” means the discount rate of interest set by the Bank of Canada in effect at the opening of business on the date of payment.



- 4.2 The Contractor shall, on the expiration of a payment period, deliver to the Departmental Representative in respect of that payment period a written progress claim that fully describes any part of the work that has been completed, and any material that was delivered to the work site but not incorporated into the work during that payment period.
- 4.3 The Departmental Representative shall, not later than ten days after receipt by him of a progress claim referred to in TP4.2,
- 4.3.1 inspect the part of the work and the material described in the progress claim; and
- 4.3.2 issue a progress report, a copy of which the Departmental Representative will give to the Contractor, that indicates the value of the part of the work and the material described in the progress claim that, in the opinion of the Departmental Representative,
- 4.3.2.1 is in accordance with the contract, and
- 4.3.2.2 was not included in any other progress report relating to the contract.
- 4.4 Subject to TP1 and TP4.5 Her Majesty shall, not later than 30 days after receipt by the Departmental Representative of a progress claim referred to in TP4.2, pay the Contractor
- 4.4.1 an amount that is equal to 95% of the value that is indicated in the progress report referred to in TP4.3.2 if a labour and material payment bond has been furnished by the Contractor, or
- 4.4.2 an amount that is equal to 90% of the value that is indicated in the progress report referred to in TP4.3.2 if a labour and material payment bond has not been furnished by the Contractor.
- 4.5 It is a condition precedent to Her Majesty's obligation under TP4.4 that the Contractor has made and delivered to the Departmental Representative,
- 4.5.1 a statutory declaration described in TP4.6 in respect of a progress claim referred to in TP4.2,
- 4.5.2 in the case of the Contractor's first progress claim, a construction schedule in accordance with the relevant sections of the Specifications, and
- 4.5.3 if the requirement for a schedule is specified, an update of the said schedule at the times identified in the relevant sections of the Specifications.
- 4.6 A statutory declaration referred to in TP4.5 shall contain a deposition by the Contractor that
- 4.6.1 up to the date of the Contractor's progress claim, the Contractor has complied with all his lawful obligations with respect to the Labour Conditions; and
- 4.6.2 up to the date of the Contractor's immediately preceding progress claim, all lawful obligations of the Contractor to subcontractors and suppliers of material in respect of the



work under the contract have been fully discharged.

- 4.7 Subject to TP1 and TP4.8, Her Majesty shall, not later than 30 days after the date of issue of an Interim Certificate of Completion referred to in GC44.2, pay the Contractor the amount referred to in TP1 less the aggregate of
- 4.7.1 the sum of all payments that were made pursuant to TP4.4;
 - 4.7.2 an amount that is equal to the Departmental Representative's estimate of the cost to Her Majesty or rectifying defects described in the Interim Certificate of Completion; and
 - 4.7.3 an amount that is equal to the Departmental Representative's estimate of the cost to Her Majesty of completing the parts of the work described in the Interim Certificate of Completion other than the defects referred to in TP4.7.2.
- 4.8 It is a condition precedent to Her Majesty's obligation under TP4.7 that the Contractor has made and delivered to the Departmental Representative,
- 4.8.1 a statutory declaration described in TP4.9 in respect of an Interim Certificate of Completion referred to in GC44.2, and
 - 4.8.2 if so specified in the relevant sections of the Specifications, and update of the construction schedule referred to in TP4.5.2 and the updated schedule shall, in addition to the specified requirements, clearly show a detailed timetable that is acceptable to the Departmental Representative for the completion of any unfinished work and the correction of all defects.
- 4.9 A statutory declaration referred to in TP4.8 shall contain a deposition by the contractor that up to the date of the Interim Certificate of Completion the Contractor has
- 4.9.1 complied with all of the Contractor's lawful obligations with respect to the Labour Conditions;
 - 4.9.2 discharged all of the Contractor's lawful obligations to the subcontractors and suppliers of material in respect of the work under the contract; and
 - 4.9.3 discharged the Contractor's lawful obligations referred to in GC14.6.
- 4.10 Subject to TP1 and TP4.11, Her Majesty shall, not later than 60 days after the date of issue of a Final Certificate of Completion referred to in GC44.1, pay the Contractor the amount referred to in TP1 less the aggregate of
- 4.10.1 the sum of all payments that were made pursuant to TP4.4; and
 - 4.10.2 the sum of all payments that were made pursuant to TP4.7.
- 4.11 It is a condition precedent to Her Majesty's obligation under TP4.10 that the Contractor has made and delivered a statutory declaration described in TP4.12 to the Departmental Representative.



- 4.12 A statutory declaration referred to in TP4.11 shall, in addition to the depositions described in TP4.9, contain a deposition by the Contractor that all of the Contractor's lawful obligations and any lawful claims against the Contractor that arose out of the performance of the contract have been discharged and satisfied.

TP5 Progress Report and Payment Thereunder Not Binding on Her Majesty

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

TP6 Delay in Making Payment

- 6.1 Notwithstanding GC7 any delay by Her Majesty in making any payment when it is due pursuant to these Terms of Payment shall not be a breach of the contract by Her Majesty.

- 6.2 Her Majesty shall pay, without demand from the Contractor, simple interest at the Bank Rate plus 1 -1/4 per centum on any amount which is overdue pursuant to TP4.1.3, and the interest shall apply from and include the day such amount became overdue until the day prior to the date of payment except that

- 6.2.1 interest shall not be payable or paid unless the amount referred to in TP6.2 has been overdue for more that 15 days following

6.2.1.1 the date the said amount became due and payable, or

6.2.1.2 the receipt by the Departmental Representative of the Statutory Declaration referred to in TP4.5, TP4.8 or TP4.11,

whichever is the later, and

- 6.6.2 interest shall not be payable or paid on overdue advance payments if any.

TP7 Right of Set-off

- 7.1 Without limiting any right of set-off or deduction given or implied by law or elsewhere in the contract, Her Majesty may set off any amount payable to Her Majesty by the Contractor under this contract or under any current contract against any amount payable to the Contractor under this contract.

- 7.2 For the purposes of TP7.1, "current contract" means a contract between Her Majesty and the Contractor

7.2.1 under which the Contractor has an undischarged obligation to perform or supply work, labour or material, or

7.2.2 in respect of which Her Majesty has, since the date of which the Articles of Agreement were made, exercised any right to take the work that is the subject of the contract out of the Contractor's hands.



TP8 Payment in Event of Termination

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

TP9 Interest on Settled Claims

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



Section	Page	Heading
GC1	1	Interpretation
GC2	2	Successors and Assigns
GC3	2	Assignment of Contract
GC4	2	Subcontracting by Contractor
GC5	2	Amendments
GC6	3	No Implied Obligations
GC7	3	Time of Essence
GC8	3	Indemnification by Contractor
GC9	3	Indemnification by Her Majesty
GC10	3	Members of House of Commons Not to Benefit
GC11	4	Notices
GC12	4	Material, Plant and Real Property Supplied by Her Majesty
GC13	5	Material, Plant and Real Property Become Property of Her Majesty
GC14	5	Permits and Taxes Payable
GC15	6	Performance of Work under Direction of Departmental Representative
GC16	6	Cooperation with Other Contractors
GC17	7	Examination of Work
GC18	7	Clearing of Site
GC19	7	Contractor's Superintendent
GC20	8	National Security
GC21	8	Unsuitable Workers
GC22	8	Increased or Decreased Costs
GC23	9	Canadian Labour and Material
GC24	9	Protection of Work and Documents
GC25	10	Public Ceremonies and Signs
GC26	10	Precautions against Damage, Infringement of Rights, Fire, and Other Hazards
GC27	11	Insurance
GC28	11	Insurance Proceeds
GC29	12	Contract Security
GC30	12	Changes in the Work
GC31	13	Interpretation of Contract by Departmental Representative
GC32	14	Warranty and Rectification of Defects in Work
GC33	14	Non-Compliance by Contractor
GC34	14	Protesting Departmental Representative's Decisions
GC35	15	Changes in Soil Conditions and Neglect or Delay by Her Majesty
GC36	16	Extension of Time
GC37	16	Assessments and Damages for Late Completion
GC38	17	Taking the Work Out of the Contractor's Hands
GC39	18	Effect of Taking the Work Out of the Contractor's Hands
GC40	18	Suspension of Work by Minister
GC41	19	Termination of Contract
GC42	19	Claims Against and Obligations of the Contractor or Subcontractor
GC43	21	Security Deposit – Forfeiture or Return
GC44	22	Departmental Representative's Certificates
GC45	23	Return of Security Deposit
GC46	24	Clarification of Terms in GC47 to GC50
GC47	24	Additions or Amendments to Unit Price Table
GC48	24	Determination of Cost – Unit Price Table
GC49	25	Determination of Cost – Negotiation
GC50	25	Determination of Cost – Failing Negotiation
GC51	26	Records to be kept by Contractor
GC52	27	Conflict of Interest
GC53	27	Contractor Status



GC1 Interpretation

1.1 In the contract

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

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

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



- 1.4 In interpreting the Plans and Specifications, in the event of discrepancies or conflicts between
- 1.4.1 the Plans and Specifications, the Specifications govern;
 - 1.4.2 the Plans, the Plans drawn with the largest scale govern; and
 - 1.4.3 figured dimensions and scaled dimensions, the figured dimensions govern.

GC2 Successors and Assigns

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

GC3 Assignment of Contract

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

GC4 Subcontracting by Contractor

- 4.1 Subject to this General Condition, the Contractor may subcontract any part of the work.
- 4.2 The Contractor shall notify the Departmental Representative in writing of his intention to subcontract.
- 4.3 A notification referred to in GC4.2 shall identify the part of the work, and the subcontractor with whom it is intended to subcontract.
- 4.4 The Departmental Representative may object to the intended subcontracting by notifying the Contractor in writing within six days of receipt by the Departmental Representative of a notification referred to in GC4.2.
- 4.5 If the Departmental Representative objects to a subcontracting pursuant to GC4.4, the Contractor shall not enter into the intended subcontract.
- 4.6 The contractor shall not, without the written consent of the Departmental Representative, change a subcontractor who has been engaged by him in accordance with this General Condition.
- 4.7 Every subcontract entered into by the Contractor shall adopt all of the terms and conditions of this contract that are of general application.
- 4.8 Neither a subcontracting nor the Departmental Representative's consent to a subcontracting by the Contractor shall be construed to relieve the Contractor from any obligation under the contract or to impose any liability upon Her Majesty.

GC5 Amendments



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

GC6 No Implied Obligations

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

GC7 Time of Essence

- 7.1 Time is of the essence of the contract.

GC8 Indemnification by Contractor

- 8.1 The Contractor shall indemnify and save Her Majesty harmless from and against all claims, demand, 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, his servants, agents, subcontractors and sub-subcontractors in performing the work including an infringement or an alleged infringement of a patent of invention or any other kind of intellectual property.
- 8.2 For the purpose of GC8.1, "activities" includes any act improperly carried out, any omission to carry out an act and any delay in carrying out an act.

GC9 Indemnification by Her Majesty

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

GC10 Members of House of Commons Not to Benefit



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

GC11 Notices

- 11.1 Any notice, consent, order, decision, direction or other communication, other than a notice referred to in GC11.4, that may be given to the Contractor pursuant to the contract may be given in any manner.
- 11.2 Any notice, consent, order, decision, direction or other communication required to be given in writing, to any party pursuant to the contract shall, subject to GC11.4, be deemed to have been effectively given
- 11.2.1 to the Contractor, if delivered personally to the Contractor or the Contractor's superintendent, or forwarded by mail, telex or facsimile to the Contractor at the address set out in A4.1, or
- 11.2.2 to Her Majesty, if delivered personally to the Departmental Representative, or forwarded by mail, telex or facsimile to the Departmental Representative at the address set out in A1.2.1.
- 11.3 Any such notice, consent, order, decision, direction or other communication given in accordance with GC11.2 shall be deemed to have been received by either party
- 11.3.1 if delivered personally, on the day that it was delivered,
- 11.3.2 if forwarded by mail, on the earlier of the day it was received and the sixth day after it was mailed, and
- 11.3.3 if forwarded by telex or facsimile, 24 hours after it was transmitted.
- 11.4 A notice given under GC38.1.1, GC40 and GC41, if delivered personally, shall be delivered to the Contractor if the Contractor is doing business as sole proprietor or, if the Contractor is a partnership or corporation, to an officer thereof.

GC12 Material, Plant and Real Property Supplied by Her Majesty

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



the purpose of performing this contract.

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

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

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

GC14 Permits and Taxes Payable

- 14.1 The Contractor shall, within 30 days after the date of the contract, tender to a municipal authority an amount equal to all fees and charges that would be lawfully payable to that municipal authority in respect of building permits as if the work were being performed for a person other than Her Majesty.
- 14.2 Within 10 days of making a tender pursuant to GC14.1, the Contractor shall notify the Departmental Representative of his action and of the amount tendered and whether or not the municipal authority has accepted that amount.
- 14.3 If the municipal authority does not accept the amount tendered pursuant to GC14.1 the Contractor shall pay that amount to Her Majesty within 6 days after the time stipulated in GC14.2.



- 14.4 For the purposes of GC14.1 to GC14.3 “municipal authority” means any authority that would have jurisdiction respecting permission to perform the work if the owner were not Her Majesty.
- 14.5 Notwithstanding the residency of the Contractor, the Contractor shall pay any applicable tax arising from or related to the performance of the work under the contract.
- 14.6 In accordance with the Statutory Declaration referred to in TP4.9, a Contractor who has neither residence nor place of business in the province in which work under the contract is being performed shall provide Her Majesty with proof of registration with the provincial sales tax authorities in the said province.
- 14.7 For the purpose of the payment of any applicable tax or the furnishing of security for the payment of any applicable tax arising from or related to the performance of the work under the contract, the Contractor shall, notwithstanding the fact that all material, plant and interest of the Contractor in all real property, licenses, powers and privileges, have become the property of Her Majesty after the time of purchase, be liable, as a user or consumer, for the payment or for the furnishing of security for the payment of any applicable tax payable, at the time of the use or consumption of that material, plant or interest of the Contractor in accordance with the relevant legislation.

GC15 Performance of Work under Direction of Departmental Representative

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

CG16 Cooperation with Other Contractors

- 16.1 Where, in the opinion of the Departmental Representative, it is necessary that other contractors or workers with or without plant and material, be sent onto the work or its site, the Contractor shall, to the satisfaction of the Departmental Representative, allow them access and cooperate with them in the carrying out of their duties and obligation.
- 16.2 If
- 16.2.1 the sending onto the work or its site of other contractors or workers pursuant to GC16.1 could not have been reasonably foreseen or anticipated by the Contractor when entering into the contract, and



16.2.2 the Contractor incurs, in the opinion of the Departmental Representative, extra expense in complying with GC16.1, and

16.2.3 The Contractor has given the Departmental Representative written notice of his claim for the extra expense referred to in GC16.2.2 within 30 days of the date that the other contractors or workers were sent onto the work or its site,

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

GC17 Examination of Work

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

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

GC18 Clearing of Site

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

18.2 Before the issue of an interim certificate referred to in GC44.2, the Contractor shall remove all the plant and material not required for the performance of the remaining work, and all waste material and other debris, and shall cause the work and its site to be clean and suitable for occupancy by Her Majesty's servants, unless otherwise stipulated in the contract.

18.3 Before the issue of a final certificate referred to in GC44.1, the Contractor, shall remove from the work and its site all of the surplus plant and material and any waste material and other debris.

18.4 The Contractor's obligations described in GC18.1 to GC18.3 do not extend to waste material and other debris caused by Her Majesty's servants or contractors and workers referred to in GC16.1.

GC19 Contractor's Superintendent

19.1 The Contractor shall, forthwith upon the award of the contract, designate a superintendent.

19.2 The Contractor shall forthwith notify the Departmental Representative of the name, address and telephone number of a superintendent designate pursuant to GC19.1.



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

GC20 National Security

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

GC21 Unsuitable Workers

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

GC22 Increased or Decreased Costs



- 22.1 The amount set out in the Articles of Agreement shall not be increased or decreased by reason of any increase or decrease in the cost of the work that is brought about by an increase or decrease in the cost of labour, plant or material or any wage adjustment arising pursuant to the Labour Conditions.
- 22.2 Notwithstanding GC22.1 and GC35, an amount set out in the Articles of Agreement shall be adjusted in the manner provided in GC22.3, if any change in a tax imposed under the Excise Act, the Excise Tax Act, the Old Age Security Act, the Customs Act, the Customs Tariff or any provincial sales tax legislation imposing a retail sales tax on the purchase of tangible personal property incorporated into Real Property
- 22.2.1 occurs after the date of the submission by the Contractor of his tender for the contract,
- 22.2.2 applies to material, and
- 22.2.3 affects the cost to the Contractor of that material.
- 22.3 If a change referred to in GC22.2 occurs, the appropriate amount set out in the Articles of Agreement shall be increased or decreased by an amount equal to the amount that is established by an examination of the relevant records of the Contractor referred to in GC51 to be the increase or decrease in the cost incurred that is directly attributable to that change.
- 22.4 For the purpose of GC22.2, where a tax is changed after the date of submission of the tender but public notice of the change has been given by the Minister of Finance before that date, the change shall be deemed to have occurred before the date of submission of the tender.

GC23 Canadian Labour and Material

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

GC24 Protection of Work and Documents

- 24.1 The Contractor shall guard or otherwise protect the work and its site, and protect the contract, specifications, plans, drawings, information, material, plant and real property, whether or not they are supplied by Her Majesty to the Contractor, against loss or damage from any cause, and he shall not use, issue, disclose or dispose of them without the written consent of the Minister, except as may be essential for the performance of the work.



- 24.2 If any document or information given or disclosed to the Contractor is assigned a security rating by the person who gave or disclosed it, the Contractor shall take all measures directed by the Departmental Representative to be taken to ensure the maintenance of the degree of security that is ascribed to that rating.
- 24.3 The Contractor shall provide all facilities necessary for the purpose of maintaining security, and shall assist any person authorized by the Minister to inspect or to take security measures in respect of the work and its site.
- 24.4 The Departmental Representative may direct the Contractor to do such things and to perform such additional work as the Departmental Representative considers reasonable and necessary to ensure compliance with or to remedy a breach of GC24.1 to GC24.3.

GC25 Public Ceremonies and Signs

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

GC26 Precautions against Damage, Infringement of Rights, Fire, and Other Hazards

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



compliance with or to remedy a breach of GC26.1.

- 26.3 The Contractor shall, at his own expense, comply with a direction of the Departmental Representative made under GC26.2.

GC27 Insurance

- 27.1 The Contractor shall, at his own expense, obtain and maintain insurance contracts in respect of the work and shall provide evidence thereof to the Departmental Representative in accordance with the requirements of the Insurance Conditions "E".

- 27.2 The insurance contracts referred to in GC27.1 shall

27.2.1 be in a form, of the nature, in the amounts, for the periods and containing the terms and conditions specified in Insurance Conditions "E", and

27.2.2 provide for the payment of claims under such insurance contracts in accordance with GC28.

GC28 Insurance Proceeds

- 28.1 In the case of a claim payable under a Builders Risk/Installation (All Risks) insurance contract maintained by the Contractor pursuant to GC27, the proceeds of the claim shall be paid directly to Her Majesty, and

28.1.1 the monies so paid shall be held by Her Majesty for the purposes of the contract, or

28.1.2 if Her Majesty elects, shall be retained by Her Majesty, in which event they vest in Her Majesty absolutely.

- 28.2 In the case of a claim payable under a General Liability insurance contract maintained by the Contractor pursuant to GC27, the proceeds of the claim shall be paid by the insurer directly to the claimant.

- 28.3 If an election is made pursuant to GC28.1, the Minister may cause an audit to be made of the accounts of the Contractor and of Her Majesty in respect of the part of the work that was lost, damaged or destroyed for the purpose of establishing the difference, if any, between

28.3.1 the aggregate of the amount of the loss or damage suffered or sustained by Her Majesty, including any cost incurred in respect of the clearing and cleaning of the work and its site and any other amount that is payable by the Contractor to Her Majesty under the contract, minus any monies retained pursuant to GC28.12, and

28.3.2 the aggregate of the amounts payable by Her Majesty to the Contractor pursuant to the contract up to the date of the loss or damage.

- 28.4 A difference that is established pursuant to GC28.3 shall be paid forthwith by the party who is determined by the audit to be the debtor to the party who is determined by the audit to be the



creditor.

- 28.5 When payment of a deficiency has been made pursuant to GC28.4, all rights and obligations of Her Majesty and the Contractor under the contract shall, with respect only to the part of the work that was the subject of the audit referred to in GC28.3, be deemed to have been expended and discharged.
- 28.6 If an election is not made pursuant to GC28.1.2 the Contractor shall, subject to GC28.7, clear and clean the work and its site and restore and replace the part of the work that was lost, damaged or destroyed at his own expense as if that part of the work had not yet been performed.
- 28.7 When the Contractor clears and cleans the work and its site and restores and replaces the work referred to in GC 28.6, Her Majesty shall pay him out of the monies referred to in GC28.1 so far as they will thereunto extend.
- 28.8 Subject to GC28.7, payment by Her Majesty pursuant to GC28.7 shall be made in accordance with the contract but the amount of each payment shall be 100% of the amount claimed notwithstanding TP4.4.1 and TP4.4.2.

GC29 Contract Security

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

GC30 Changes in the Work

- 30.1 Subject to GC5, the Departmental Representative may, at any time before he issues his Final Certificate of Completion,
- 30.1.1 order work or material in addition to that provided for in the Plans and Specifications;
and
- 30.1.2 delete or change the dimensions, character, quantity, quality, description, location or position of the whole or any part of the work or material provided for in the Plans and Specifications or in any order made pursuant to GC30.1.1,
- if that additional work or material, deletion, or change is, in his opinion, consistent with the general intent of the original contract.
- 30.2 The Contractor shall perform the work in accordance with such orders, deletions and changes that are made by the Departmental Representative pursuant to GC30.1 from time to time as if they had appeared in and been part of the Plans and Specifications.



- 30.3 The Departmental Representative shall determine whether or not anything done or omitted by the Contractor pursuant to an order, deletion or change referred to in GC30.1 increased or decreased the cost of the work to the Contractor.
- 30.4 If the Departmental Representative determines pursuant to GC30.3 that the cost of the work to the Contractor has been increased, Her Majesty shall pay the Contractor the increased cost that the Contractor necessarily incurred for the additional work calculated in accordance with GC49 or GC50.
- 30.5 If the Departmental Representative determines pursuant to GC30.3 that the cost of the work to the Contractor has been decreased, Her Majesty shall reduce the amount payable to the Contractor under the contract by an amount equal to the decrease in the cost caused by the deletion or change referred to in GC30.1.2 and calculated in accordance with GC49.
- 30.6 GC30.3 to GC30.5 are applicable only to a contract or a portion of a contract for which a Fixed Price Arrangement is stipulated in the contract.
- 30.7 An order, deletion or change referred to in GC30.1 shall be in writing, signed by the Departmental Representative and given to the Contractor in accordance with GC11.

GC31 Interpretation of Contract by Departmental Representative

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



Representative that are made under GC31.1 and in accordance with any consequential directions given by the Departmental Representative.

GC32 Warranty and Rectification of Defects in Work

- 32.1 Without restricting any warranty or guarantee implied or imposed by law or contained in the contract documents, the Contractor shall, at his own expense,
- 32.1.1 rectify and make good any defect or fault that appears in the work or comes to the attention of the Minister with respect to those parts of the work accepted in connection with the Interim Certificate of Completion referred to GC44.2 within 12 months from the date of the Interim Certificate of Completion;
- 32.1.2 rectify and make good any defect or fault that appears in or comes to the attention of the Minister in connection with those parts of the work described in the Interim Certificate of Completion referred to in GC44.2 within 12 months from the date of the Final Certificate of Completion referred to in GC44.1.
- 32.2 The Departmental Representative may direct the Contractor to rectify and make good any defect or fault referred to in GC32.1 or covered by any other expressed or implied warranty or guarantee.
- 32.3 A direction referred to in GC32.2 shall be in writing, may include a stipulation in respect of the time within which a defect or fault is required to be rectified and made good by the Contractor, and shall be given to the Contractor in accordance with GC11.
- 32.4 The Contractor shall rectify and make good any defect or fault described in a direction given pursuant to GC32.2 within the time stipulated therein.

GC33 Non-Compliance by Contractor

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

GC34 Protesting Departmental Representative's Decisions

- 34.1 The Contractor may, within ten days after the communication to him of any decision or direction referred to in GC30.3 or GC33.1, protest that decision or direction.
- 34.2 A protest referred to in GC34.1 shall be in writing, contain full reasons for the protest, be signed



by the Contractor and be given to Her Majesty by delivery to the Departmental Representative.

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

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

- 35.1 Subject to GC35.2 no payment, other than a payment that is expressly stipulated in the contract, shall be made by Her Majesty to the Contractor for any extra expense or any loss or damage incurred or sustained by the Contractor.
- 35.2 If the Contractor incurs or sustains any extra expense or any loss or damage that is directly attributable to
- 35.2.1 a substantial difference between the information relating to soil conditions at the work site that is contained in the Plans and Specifications or other documents supplied to the Contractor for his use in preparing his tender or a reasonable assumption of fact based thereon made by the Contractor, and the actual soil conditions encountered by the Contractor at the work site during the performance of the contract, or
- 35.2.2 any neglect or delay that occurs after the date of the contract on the part of Her Majesty in providing any information or in doing any act that the contract either expressly requires Her Majesty to do or that would ordinarily be done by an owner in accordance with the usage of the trade,

he shall, within ten days of the date the actual soil conditions described in GC35.2.1 were encountered or the neglect or delay described in GC35.2.2 occurred, give the Departmental Representative written notice of his intention to claim for that extra expense or that loss or damage.

- 35.3 When the Contractor has given a notice referred to in GC35.2, he shall give the Departmental Representative a written claim for extra expense or loss or damage within 30 days of the date that



a Final Certificate of Completion referred to in GC44.1 is issued and not afterwards.

- 35.4 A written claim referred to in GC35.3 shall contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the claim to enable the Departmental Representative to determine whether or not the claim is justified and the Contractor shall supply such further and other information for that purpose as the Departmental Representative requires from time to time.
- 35.5 If the Departmental Representative determines that a claim referred to in GC35.3 is justified, Her Majesty shall make an extra payment to the Contractor in an amount that is calculated in accordance with GC47 to GC50.
- 35.6 If, in the opinion of the Departmental Representative, an occurrence described in GC35.2.1 results in a savings of expenditure by the Contractor in performing the contract, the amount set out in the Articles of Agreement shall, subject to GC35.7, be reduced by an amount that is equal to the saving.
- 35.7 The amount of the saving referred to in GC35.6 shall be determined in accordance with GC47 to GC49.
- 35.8 If the Contractor fails to give a notice referred to in GC35.2 and a claim referred to in GC35.3 within the times stipulated, an extra payment shall not be made to him in respect of the occurrence.

GC36 Extension of Time

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

GC37 Assessments and Damages for Late Completion

- 37.1 For the purposes of this General Condition
- 37.1.1 the work shall be deemed to be completed on the date that an Interim Certificate of Completion referred to in GC44.2 is issued, and
- 37.1.2 "period of delay" means the number of days commencing on the day fixed by the Articles of Agreement for completion of the work and ending on the day immediately preceding the day on which the work is completed but does not include any day within a period of extension granted pursuant to GC36.1, and any other day on which, in the opinion of the Departmental Representative, completion of the work was delayed for reasons beyond the control of the Contractor.



- 37.2 If the Contractor does not complete the work by the day fixed for its completion by the Articles of Agreement but completes it thereafter, the Contractor shall pay Her Majesty an amount equal to the aggregate of
- 37.2.1 all salaries, wages and travelling expenses incurred by Her Majesty in respect of persons overseeing the performance of the work during the period of delay;
 - 37.2.2 the cost incurred by Her Majesty as a result of the inability to use the completed work for the period of delay; and
 - 37.2.3 all other expenses and damages incurred or sustained by Her Majesty during the period of delay as a result of the work not being completed by the day fixed for its completion.
- 37.3 The Minister may waive the right of Her Majesty to the whole or any part of the amount payable by the Contractor pursuant to GC37.2 I, in the opinion of the Minister, it is in the public interest to do so.

GC38 Taking the Work Out of the Contractor's Hands

- 38.1 The Minister may, at his sole discretion, by giving a notice in writing to the Contractor in accordance with GC11, take all or any part of the work out of the Contractor's hands, and may employ such means as he sees fit to have the work completed if the Contractor
- 38.1.1 Has not, within six days of the Minister or the Departmental Representative giving notice to the Contractor in writing in accordance with GC11, remedied any delay in the commencement or any default in the diligent performance of the work to the satisfaction of the Departmental Representative;
 - 38.1.2 has defaulted in the completion of any part of the work within the time fixed for its completion by the contract;
 - 38.1.3 has become insolvent;
 - 38.1.4 has committed an act of bankruptcy;
 - 38.1.5 has abandoned the work;
 - 38.1.6 has made an assignment of the contract without the consent required by GC3.1; or
 - 38.1.7 has otherwise failed to observe or perform any of the provisions of the contract.
- 38.2 If the whole or any part of the work is taken out of the Contractor's hands pursuant to GC38.1,
- 38.2.1 the Contractor's right to any further payment that is due or accruing due under the contract is, subject only to GC38.4, extinguished, and
 - 38.2.2 the Contractor is liable to pay Her Majesty, upon demand, an amount that is equal to the amount of all loss and damage incurred or sustained by Her Majesty in respect of the



Contractor's failure to complete the work.

- 38.3 If the whole or any part of the work that is taken out of the Contractor's hands pursuant to GC38.1 is completed by Her Majesty, the Departmental Representative shall determine the amount, if any, of the holdback or a progress claim that had accrued and was due prior to the date on which the work was taken out of the Contractor's hands and that is not required for the purposes of having the work performed or of compensating Her Majesty for any other loss or damage incurred or sustained by reason of the Contractor's default.
- 38.4 Her Majesty may pay the Contractor the amount determined not to be required pursuant to GC38.3.

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

- 39.1 The taking of the work or any part thereof out of the Contractor's hands pursuant to GC38 does not operate so as to relieve or discharge him from any obligation under the contract or imposed upon him by law except the obligation to complete the performance of that part of the work that was taken out of his hands.
- 39.2 If the work or any part thereof is taken out of the Contractor's hands pursuant to GC38, all plant and material and the interest of the Contractor is all real property, licenses, powers and privileges acquired, used or provided by the Contractor under the contract shall continue to be the property of Her Majesty without compensation to the Contractor.
- 39.3 When the Departmental Representative certifies that any plant, material, or any interest of the Contractor referred to in GC39.2 is no longer required for the purposes of the work, or that it is not in the interest of Her Majesty to retain that plant, material or interest, it shall revert to the Contractor.

G40 Suspension of Work by Minister

- 40.1 The Minister may, when in his opinion it is in the public interest to do so, require the Contractor to suspend performance of the work either for a specified or an unspecified period by giving a notice of suspension in writing to the Contractor in accordance with GC11.
- 40.2 When a notice referred to in GC40.1 is received by the Contractor in accordance with GC11, he shall suspend all operations in respect of the work except those that, in the opinion of the Departmental Representative, are necessary for the care and preservation of the work, plant and material.
- 40.3 The Contractor shall not, during a period of suspension, remove any part of the work, plant or material from its site without the consent of the Departmental Representative.
- 40.4 If a period of suspension is 30 days or less, the Contractor shall, upon the expiration of that period, resume the performance of the work and he is entitled to be paid the extra cost, calculated in accordance with GC48 to GC50, of any labour, plant and material necessarily incurred by him as a result of the suspension.



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

GC41 Termination of Contract

- 41.1 The Minister may terminate the contract at any time by giving a notice of termination in writing to the Contractor in accordance with GC11.
- 41.2 When a notice referred to in GC41.1 is received by the Contractor in accordance with GC11, he shall, subject to any conditions stipulated in the notice, forthwith cease all operations in performance of the contract.
- 41.3 If the contract is terminated pursuant to GC41.1, Her Majesty shall pay the Contractor, subject to GC41.4, an amount equal to
- 41.3.1 the cost to the contractor of all labour, plant and material supplied by him under the contract up to the date of termination in respect of a contract or part thereof for which a Unit Price Arrangement is stipulated in the contract, or
 - 41.3.2 the lesser of
 - 41.3.2.1 an amount, calculated in accordance with the Terms and Payment, that would have been payable to the Contractor had he completed the work, and
 - 41.3.2.2 an amount that is determined to be due to the Contractor pursuant to GC49 in respect of a contract or part thereof for which a Fixed Price Arrangement is stipulated in the contract
- less the aggregate of all amounts that were paid to the Contractor by Her Majesty and all amounts that are due to Her Majesty from the Contractor pursuant to the contract.
- 41.4 If Her Majesty and the Contractor are unable to agree about an amount referred to in GC41.3 that amount shall be determined by the method referred to in GC50.

GC42 Claims Against and Obligations of the Contractor or Subcontractor

- 42.1 Her Majesty may, in order to discharge lawful obligations of and satisfy claims against the Contractor or a subcontractor arising out of the performance of the contract, pay any amount that is due and payable to the Contractor pursuant to the contract directly to the obligees of and the claimants against the Contractor or the subcontractor but such amount if any, as is paid by Her Majesty, shall not exceed that amount which the Contractor would have been obliged to pay to



such claimant had the provisions of the Provincial or Territorial lien legislation, or, in the Province of Quebec, the law relating to privileges, been applicable to the work. Any such claimant need not comply with the provisions of such legislation setting out the steps by way of notice, registration or otherwise as might have been necessary to preserve or perfect any claim for lien or privilege which claimant might have had;

- 42.2 Her Majesty will not make any payment as described in GC42.1 unless and until that claimant shall have delivered to Her Majesty:
- 42.2.1 a binding and enforceable Judgment or Order of a court of competent jurisdiction setting forth such amount as would have been payable by the Contractor to the claimant pursuant to the provisions of the applicable Provincial or Territorial lien legislation, or, in the Province of Quebec, the law relating to privileges, had such legislation been applicable to the work; or
 - 42.2.2 a final and enforceable award of an arbitrator setting forth such amount as would have been payable by the Contractor to the claimant pursuant to the provisions of the applicable Provincial or Territorial lien legislation, or, in the Province of Quebec, the law relating to privileges, had such legislation been applicable to the work; or
 - 42.2.3 the consent of the Contractor authorizing a payment.
- For the purposes of determining the entitlement of a claimant pursuant to GC42.2.1 and GC42.2.2, the notice required by GC42.8 shall be deemed to replace the registration or 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 any applicable legislation.
- 42.3 The Contractor shall, by the execution of his contract, be deemed to have consented to submit to binding arbitration at the request of any claimant those questions that need be answered to establish the entitlement of the claimant to payment pursuant to the provisions of GC42.1 and such arbitration shall have as parties to it any subcontractor to whom the claimant supplied material, performed work or rented equipment should such subcontractor wish to be adjoined and the Crown shall not be a party to such arbitration and, subject to any agreement between the Contractor and the claimant to the contrary, the arbitration shall be conducted in accordance with the Provincial or Territorial legislation governing arbitration applicable in the Province or Territory in which the work is located.
- 42.4 A payment made pursuant to GC42.1 is, to the extent of the payment, a discharge of Her Majesty's liability to the Contractor under the contract and may be deducted from any amount payable to the Contractor under the contract.
- 42.5 To the extent that the circumstances of the work being performed for Her Majesty permit, the Contractor shall comply with all laws in force in the Province or Territory where the work is being performed relating to payment period, mandatory holdbacks, and creation and enforcement of mechanics' liens, builders' liens or similar legislation or in the Province of Quebec, the law relating to privileges.
- 42.6 The Contractor shall discharge all his lawful obligations and shall satisfy all lawful claims against him arising out of the performance of the work at least as often as the contract requires Her



Majesty to pay the Contractor.

- 42.7 The Contractor shall, whenever requested to do so by the Departmental Representative, make a statutory declaration deposing to the existence and condition of any obligations and claims referred to in GC42.6.
- 42.8 GC42.1 shall only apply to claims and obligations
- 42.8.1 the notification of which has been received by the Departmental Representative in writing before payment is made to the Contractor pursuant to TP4.10 and within 120 days of the date on which the claimant
- 42.8.1.1 should have been paid in full under the claimant's contract with the Contractor or subcontractor where the claim is for money that was lawfully required to be held back from the claimant; or
- 42.8.1.2 performed the last of the services, work or labour, or furnished the last of the material pursuant to the claimant's contract with the Contractor or subcontractor where the claim is not for money referred to in GC42.8.1.1, and
- 42.8.2 the proceedings to determine the right to payment of which, pursuant to GC42.2. shall have commenced within one year from the date that the notice referred to in GC42.8.1 was received by the Departmental Representative, and
- the notification required by GC42.8.1 shall set forth the amount claimed to be owing and the person who by contract is primarily liable.
- 42.9 Her Majesty may, upon receipt of a notice of claim under GC42.8.1, 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.
- 42.10 The Departmental Representative shall notify the Contractor in writing of receipt of any claim referred to in GC42.8.1 and of the intention of Her Majesty to withhold funds pursuant to GC42.9 and the Contractor may, at any time thereafter and until payment is made to the claimant, be entitled to post, with Her Majesty, security in a form acceptable to Her Majesty in an amount equal to the value of the claim, the notice of which is received by the Departmental Representative and upon receipt of such security Her Majesty shall release to the Contractor any funds which would be otherwise payable to the Contractor, that were withheld pursuant to the provisions of GC42.9 in respect of the claim of any claimant for whom the security stands.

GC43 Security Deposit – Forfeiture or Return

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



Her Majesty may convert the security deposit, if any, to Her own use.

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

GC44 Departmental Representative's Certificates

44.1 On the date that

44.1.1 the work has been completed, and

44.1.2 the Contractor has complied with the contract and all orders and directions made pursuant thereto,

both to the satisfaction of the Departmental Representative, the Departmental Representative shall issue a Final Certificate of Completion to the Contractor.

44.2 If the Departmental Representative is satisfied that the work is substantially complete he shall, at any time before he issues a certificate referred to in GC44.1, issue an Interim Certificate of Completion to the Contractor, and

44.2.1 for the purposes of GC44.2 the work will be considered to be substantially complete,

44.2.1.1 when the work under the contract or a substantial part thereof is, in the opinion of the Departmental Representative, ready for use by Her Majesty or is being used for the purpose intended; and

44.2.1.2 when the work remaining to be done under the contract is, in the opinion of the Departmental Representative, capable of completion or correction at accost of not more than

44.2.1.2.1 -3% of the first \$500,000, and

44.2.1.2.2 -2% of the next \$500,000, and

44.2.1.2.3 -1% of the balance

of the value of the contract at the time this cost is calculated.

44.3 For the sole purpose of GC44.2.1.2, where the work or a substantial part thereof is ready for use or is being used for the purposes intended and the remainder of the work or a part thereof cannot be completed by the time specified in A2.1, or as amended pursuant to GC36, for reasons beyond the control of the Contractor or where the Departmental Representative and the Contractor agree not to complete a part of the work within the specified time, the cost of that part of the work



which was either beyond the control of the Contractor to complete or the Departmental Representative and the Contractor have agreed not to complete by the time specified shall be deducted from the value of the contract referred to GC44.2.1.2 and the said cost shall not form part of the cost of the work remaining to be done in determining substantial completion.

44.4 An Interim Certificate of Completion referred to in GC44.2 shall describe the parts of the work not completed to the satisfaction of the Departmental Representative and all things that must be done by the Contractor

44.4.1 before a Final Certificate of Completion referred to in GC44.1 will be issued, and

44.4.2 before the 12-month period referred to in GC32.1.2 shall commence for the said parts and all the said things.

44.5 The Departmental Representative may, in addition to the parts of the work described in an Interim Certificate of Completion referred to in GC44.2, require the Contractor to rectify any other parts of the work not completed to his satisfaction and to do any other things that are necessary for the satisfactory completion of the work.

44.6 If the contract or a part thereof is subject to a Unit Price Arrangement, the Departmental Representative shall measure and record the quantities of labour, plant and material, performed, used and supplied by the Contractor in performing the work and shall, at the request of the Contractor, inform him of those measurements.

44.7 The Contractor shall assist and co-operate with the Departmental Representative in the performance of his duties referred to in GC44.6 and shall be entitled to inspect any record made by the Departmental Representative pursuant to GC44.6.

44.8 After the Departmental Representative has issued a Final Certificate of Completion referred to in GC44.1, he shall, if GC44.6 applies, issue a Final Certificate of Measurement.

44.9 A Final Certificate of Measurement referred to in GC44.8 shall

44.9.1 contain the aggregate of all measurements of quantities referred to in GC44.6, and

44.9.2 be binding upon and conclusive between Her Majesty and the Contractor as to the quantities referred to therein.

GC45 Return of Security Deposit

45.1 After an Interim Certificate of Completion referred to in GC44.2 has been issued, Her Majesty shall, if the Contractor is not in breach of or in default under the contract, return to the Contractor all or any part of the security deposit that, in the opinion of the Departmental Representative, is not required for the purposes of the contract.

45.2 After a Final Certificate of Completion referred to in GC44.1 has been issued, Her Majesty shall return to the Contractor the remainder of any security deposit unless the contract stipulates otherwise.



- 45.3 If the security deposit was paid into the Consolidated Revenue Fund of Canada, Her Majesty shall pay interest thereon to the Contractor at a rate established from time to time pursuant to section 21(2) of the Financial Administration Act.

GC46 Clarification of Terms in GC47 to GC50

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

GC47 Additions or Amendments to Unit Price Table

- 47.1 Where a Unit Price Arrangement applies to the contract or a part thereof the Departmental Representative and the Contractor may, by an agreement in writing,
- 47.1.1 add classes of labour or material, and units of measurement, prices per unit and estimated quantities to the Unit Price Table if any labour, plant or material that is to be included in the Final Certificate of Measurement referred to in GC44.8 is not included in any class of labour, plant or material set out in the Unit Price Table; or
- 47.1.2 subject to GC47.2 and GC47.3, amend a price set out in the Unit Price Table for any class of labour, plant or material included therein if the Final Certificate of Measurement referred to in GC44.8 shows or is expected to show that the total quantity of that class of labour, plant or material actually performed, used or supplied by the Contractor in performing the work is
- 47.1.2.1 less than 85% of that estimated total quantity, or
- 47.1.2.2 in excess of 115% of that estimated total quantity.
- 47.2 In no event shall the total cost of an item set out in the Unit Price Table that has been amended pursuant to GC47.1.2.1 exceed the amount that would have been payable to the Contractor had the estimated total quantity actually been performed, used or supplied.
- 47.3 An amendment that is made necessary by GC47.1.2.2 shall apply only to the quantities that are in excess of 115%.
- 47.4 If the Departmental Representative and the Contractor do not agree as contemplated in GC47.1, the Departmental Representative shall determine the class and the unit of measurement of the labour, plant or material and, subject to GC47.2 and GC47.3, the price per unit therefore shall be determined in accordance with GC50.

GC48 Determination of Cost – Unit Price Table



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

GC49 Determination of Cost – Negotiation

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

GC50 Determination of Cost – Failing Negotiation

- 50.1 If the methods described in GC47, GC48 or GC49 fail for any reason to achieve a determination of the cost of labour, plant and material for the purposes referred to therein, that cost shall be equal to the aggregate of
- 50.1.1 all reasonable and proper amounts actually expended or legally payable by the Contractor in respect of the labour, plant and material that falls within one of the classes of expenditure described in GC50.2 that are directly attributable to the performance of the contract,
 - 50.1.2 an allowance for profit and all other expenditures or costs, including overhead, general administration cost, financing and interest charges, and every other cost, charge and expenses, but not including those referred to in GC50.1.1 or GC50.1.3 or a class referred to in GC50.2, in an amount that is equal to 10% of the sum of the expenses referred to in GC50.1.1, and
 - 50.1.3 interest on the cost determined under GC50.1.1 and GC50.1.2, which interest shall be calculated in accordance with TP9,

provide that the total cost of an item set out in the Unit Price Table that is subject to the provisions of GC47.1.2.1 does not exceed the amount that would have been payable to the Contractor had the estimated total quantity of the said item actually be performed, used or supplied.

- 50.2 For purposes of GC50.1.1 the classes of expenditure that may be taken into account in determining the cost of labour, plant and material are,
- 50.2.1 payments to subcontractors;
 - 50.2.2 wages, salaries and travelling expenses of employees of the Contractor while they are actually and properly engaged on the work, other than wages, salaries, bonuses, living



and travelling expenses of personnel of the Contractor generally employed at the head office or at a general office of the Contractor unless they are engaged at the work site with the approval of the Departmental Representative,

- 50.2.3 assessments payable under any statutory authority relating to workmen's compensation, unemployment insurance, pension plan or holidays with pay;
- 50.2.4 rent that is paid for plant or an amount equivalent of 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 of the equivalent amount is reasonable and use of that plant has been approved by the Departmental Representative;
- 50.2.5 payments for maintaining and operating plant necessary for and used in the performance of the work, and payments for effecting such repairs thereto as, in the opinion of the Departmental Representative, are necessary to 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;
- 50.2.6 payments for material that is necessary for and incorporated in the work, or that is necessary for and consumed in the performance of the contract;
- 50.2.7 payments for preparation, delivery, handling, erection, installation, inspection protection and removal of the plant and material necessary for and used in the performance of the contract; and
- 50.2.8 any other payments made by the Contractor with the approval of the Departmental Representative that are necessary for the performance of the contract.

GC51 Records to be kept by Contractor

51.1 The Contractor shall

- 51.1.1 maintain full records of his estimated and actual cost of the work together with all tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto.
- 51.1.2 make all records and material referred to in GC5.1.1 available to audit and inspection by the Minister and the Deputy Receiver General for Canada or by persons acting on behalf of either of both of them, when requested;
- 51.1.3 allow any of the person referred to in GC51.1.2 to make copies of and to take extracts from any of the records and material referred to in GC51.1.1; and
- 51.1.4 furnish any person referred to in GC51.1.2 with any information he may require from time to time in connection with such records and material.

- 51.2 The records maintained by the Contractor pursuant to GC51.1.1 shall be kept intact by the Contractor until the expiration of two years after the date that a Final Certificate of Completion referred to in GC44.1 was issued or until the expiration of such other period of time as the



Minister may direct.

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

GC52 Conflict of Interest

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

GC53 Contractor Status

- 53.1 The Contractor shall be engaged under the contract as an independent contractor.
- 53.2 The Contractor and any employee of the said Contractor is not engaged by the contract as an employee, servant or agent of Her Majesty.
- 53.3 For the purposes of GC53.1 and GC53.2 the Contractor shall be solely responsible for any and all payments and deductions required to be made by law including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Worker's Compensation or Income Tax.



GENERAL CONDITONS

- IC 1 Proof of Insurance**
- IC 2 Risk Management**
- IC 3 Payment of Deductible**
- IC 4 Insurance Coverage**

GENERAL INSUANCE COVERAGES

- GCI 1 Insured**
- GIC 2 Period of Insurance**
- GIC 3 Proof of Insurance**
- GIC 4 Notification**

COMMERCIAL GENERAL LIABILITY

- CGL 1 Scope of Policy**
- CGL 2 Coverages/Provisions**
- CGL 3 Additional Exposures**
- CGL 4 Insurance Proceeds**
- CGL 5 Deductible**

BUILDER'S RISK – INSTALLATION FLOATER – ALL RISKS

- BR 1 Scope of Policy**
- BR 2 Property Insured**
- BR 3 Insurance Proceeds**
- BR 4 Amount of Insurance**
- BR 5 Deductible**
- BR 6 Subrogation**
- BR 7 Exclusion Qualifications**

INSURER'S CERTIFICATE OF INSURANCE



General Conditions

IC 1 Proof of Insurance (02/12/03)

Within thirty (30) days after acceptance of the Contractor's tender, the Contractor shall, unless otherwise directed in writing by the Contracting Officer, deposit with the Contracting Officer an Insurer's Certificate of Insurance in the form displayed in this document and, if requested by the Contracting Officer, the originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Insurance Coverage Requirements shown hereunder.

IC 2 Risk Management (01/10/94)

The provisions of the Insurance Coverage Requirements contained hereunder are not intended to cover all of the Contractor's obligations under GC8 of the General Conditions "C" of the contract. Any additional risk management measures or additional insurance coverages the Contractor may deem necessary to fulfill its obligations under GC8 shall be at its own discretion and expense.

IC 3 Payment of Deductible (01/10/94)

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

IC 4 Insurance Coverage (02/12/03)

The Contractor has represented that it has in place and effect the appropriate and usual liability insurance coverage as required by these Insurance Conditions and the Contractor has warranted that it shall obtain, in a timely manner and prior to commencement of the Work, the appropriate and usual property insurance coverage as required by these Insurance Conditions and, further, that it shall maintain all required insurance policies in place and effect as required by these Insurance Conditions.



INSURANCE COVERAGE REQUIREMENTS

PART I GENERAL INSURANCE COVERAGES (GIC)

GCI 1 Insured (02/12/03)

Each insurance policy shall insure the Contractor, and shall include, as an Additional Named Insured, Her Majesty the Queen in right of Canada, represented by the National Research Council Canada.

GIC 2 Period of Insurance (02/12/03)

Unless otherwise directed in writing by the Contracting Officer or otherwise stipulated elsewhere in these Insurance Conditions, the policies required hereunder shall be in force and be maintained from the date of the contract award until the day of issue of the Departmental Representative's Final Certificate of Completion.

GIC 3 Proof of Insurance (01/10/94)

Within twenty five (25) days after acceptance of the Contractor's tender, the Insurer shall, unless otherwise directed by the Contractor, deposit with the Contractor an Insurer's Certificate of Insurance in the form displayed in the document and, if requested, the originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the requirements of these Insurance Coverages.

GIC 4 Notification (01/10/94)

Each Insurance policy shall contain a provision that (30) days prior written notice shall be given by the Insurer to Her Majesty in the event of any material change in or cancellation of coverage. Any such notice received by the Contractor shall be transmitted forthwith to Her Majesty.

PART II COMMERCIAL GENERAL LIABILITY

CGL 1 Scope of Policy (01/10/94)

The policy shall be written on a form similar to that known and referred to in the insurance industry as IBC 2100 – Commercial General Liability policy (Occurrence form) and shall provide for limit of liability of not less than \$2,000,000 inclusive for Bodily Injury and Property Damage for any one occurrence or series of occurrences arising out of one cause. Legal or defence cost incurred in respect of a claim or claims shall not operate to decrease the limit of liability.

CGL 2 Coverages/Provisions (01/10/94)



The policy shall include but not necessarily be limited to the following coverages/provisions.

- 2.1 Liability arising out of or resulting from the ownership, existence, maintenance or use of premises by the Contractor and operations necessary or incidental to the performance of this contract.
- 2.2 "Broad Form" Property Damage including the loss of use of property.
- 2.3 Removal or weakening of support of any building or land whether such support be natural or otherwise.
- 2.4 Elevator liability (including escalators, hoists and similar devices).
- 2.5 Contractor's Protective Liability
- 2.6 Contractual and Assumed Liabilities un this contact.
- 2.7 Completed Operations Liability – The insurance, including all aspects of this Part II of these Insurance Conditions shall continue for a period of at least one (1) year beyond the date of the Departmental Representative's Final Certificate of Completion for the Completed Operations.
- 2.8 Cross Liability – The Clause shall be written as follows:

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

- 2.9 Severability of Interests – The Clause shall be written as follows:

Severability of Interests – This policy, subject to the limits of liability stated herein, shall apply separately to each Insured in the same manner and to the same extent as if a separate policy had been issued to each. The inclusion herein of more than one insured shall not increase the limit of the Insurer's liability.

CGL 3 Additional Exposures (02/12/03)

The policy shall either include or be endorsed to include the following exposures of hazards if the Work is subject thereto:

- 3.1 Blasting
- 3.2 Pile driving and calsson work
- 3.3 Underpinning
- 3.4 Risks associated with the activities of the Contractor on an active airport



- 3.5 Radioactive contamination resulting from the use of commercial isotopes
- 3.6 Damage to the portion of an existing building beyond that directly associated with an addition, renovation or installation contract.
- 3.7 Marine risks associated with the contraction of piers, wharves and docks.

**CGL 4 Insurance Proceeds
(01/10/94)**

Insurance Proceeds from this policy are usually payable directly to a Claimant/Third Party.

**CGL 5 Deductible
(02/12/03)**

This policy shall be issued with a deductible amount of not more than \$10,000 per occurrence applying to Property Damage claims only.

**PART III
BUILDER'S RISK – INSTALLATION FLOATER – ALL RISKS**

**BR 1 Scope of Policy
(01/10/94)**

The policy shall be written on an "All Risks" basis granting coverages similar to those provided by the forms known and referred to in the insurance industry as "Builder's Risk Comprehensive Form" or "Installation Floater – All Risks".

**BR 2 Property Insured
(01/10/94)**

The property insured shall include:

- 2.1 The Work and all property, equipment and materials intended to become part of the finished Work at the site of the project while awaiting, during and after installation, erection or construction including testing.
- 2.2 Expenses incurred in the removal from the construction site of debris of the property insured, including demolition of damaged property, de-icing and dewatering, occasioned by loss, destruction or damage to such property and in respect of which insurance is provided by this policy.

**BR 3 Insurance Proceeds
(01/10/94)**

- 3.1 Insurance proceeds from this policy are payable in accordance with GC28 of the General Conditions "C" of the contract.
- 3.2 This policy shall provide that the proceeds thereof are payable to Her Majesty or as the Minister may direct.



- 3.3 The Contractor shall do such things and execute such documents as are necessary to effect payment of the proceeds.

BR 4 Amount of Insurance
(01/10/94)

The amount of insurance shall not be less than the sum of the contract value plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Her Majesty at the site of the project to be incorporated into and form part of the finished Work.

BR 5 Deductible
(02/12/03)

The Policy shall be issued with a deductible amount of not more than \$10,000.

BR 6 Subrogation
(01/10/94)

The following Clause shall be included in the policy:

"All rights of subrogation or transfer of rights are hereby waived against any corporation, firm, individual or other interest, with respect to which, insurance is provided by this policy".

BR 7 Exclusion Qualifications
(01/10/94)

The policy may be subject to the standard exclusions but the following qualifications shall apply:

- 7.1 Faulty materials, workmanship or design may be excluded only to the extent of the cost of making good thereof and shall not apply to loss or damage resulting therefrom.
- 7.2 Loss or damage caused by contamination by radioactive material may be excluded except for loss or damage resulting from commercial isotopes used for industrial measurements, inspection, quality control radiographic or photographic use.
- 7.3 Use and occupancy of the project or any part of section thereof shall be permitted where such use and occupancy is for the purpose for which the project is intended upon completion.



INSURER'S CERTIFICATE OF INSURANCE

(TO BE COMPLETED BY INSURER (NOT BOKER) AND DELIVERD TO NATIONAL RESEARCH COUNCIL CANADA WITH 30 DAYS FOLLOWING ACCEPTANCE OF TENDER)

CONTRACT

DESCRIPTION OF WORK	CONTRACT NUMBER	AWARD DATE
LOCATION		

INSURER

NAME
ADDRESS

BROKER

NAME
ADDRESS

INSURED

NAME OF CONTRACTOR
ADDRESS

ADDITIONAL INSURED

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE NATIONAL RESEARCH COUNCIL CANADA

THIS DOCUENT CERTIFIES THAT THE FOLLOWING POLICES OF INSURANCE ARE AT PRESENT IN FORCE COVERING ALL OPERATIONS OF THE INSURE IN CONNECTION WITH THE CONTRACT MADE BETWEEN THE NAMED INSURED AND THE NATIONAL RESEARCH COUNCIL CANADA AND IN ACCORDANCE WITH THE INSURANCE CONDITIONS "E"

POLICY					
TYPE	NUMBER	INCEPTION DATE	EXPIRY DATE	LIMITS OF LIABILITY	DEDUCTIBLE
COMMERCIAL GENERAL LIABILITY					
BUILDERS RISK "AL RISKS"					
INSTALLATION FLOATER "ALL RISKS"					

THE INSURER AGREES TO NOTIFY THE NATIONAL RESEARCH COUNCIL CANADA IN WRITING 30 DAYS PRIOR TO ANY MATERIAL CHANGE IN OR CANCELLATION OF ANY POLICY OR COVERAGE SPECIFICALLY RELATED TO THE CONTRACT

NAME OF INSURER'S OFFICER OR AUTHORIZED EMPLOYEE	SIGNATURE	DATE:
		TELEPHONE NUMBER:

ISSUANCE OF THIS CERTIFIATE SHALL NOT LIMIT OR RESTRICT THE RIGHT OF THE NATIONAL RESEARCH COUNCIL CANADA TO REQUEST AT ANY TIME DUPLICATE COPIES OF SAID INSURANCE POLICIES



CS1 Obligation to provide Contract Security

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

CS2 Prescribed Types and Amounts of Contract Security

- 2.1 The Contractor shall deliver to the Departmental Representative pursuant to CS1
 - 2.1.1 a performance bond and a labour and material payment bond each in an amount that is equal to not less than 50% of the contract amount referred to in the Articles of Agreement, or
 - 2.1.2 a labour and material payment bond in an amount that is equal to not less than 50% of the contract amount referred to in the Articles of Agreement, and a security deposit in an amount that is equal to
 - 2.1.2.1 not less than 10% of the contract amount referred to in the Articles of Agreement where that amount does not exceed \$250,000, or
 - 2.1.2.2 \$25,000 plus 5% of the part of the contract amount referred to in the Articles of Agreement that exceeds \$250,000, or
 - 2.1.3 a security deposit in an amount prescribed by CS2.12 plus an additional amount that is equal to 10% of the contract amount referred to in the Articles of Agreement.
- 2.2 A performance bond and a labour and material payment bond referred to in CS2.1 shall be in a form and be issued by a bonding or surety company that is approved by Her Majesty.
- 2.3 The amount of a security deposit referred to in CS2.1.2 shall not exceed \$250,000 regardless of the contract amount referred to in the Articles of Agreement.
- 2.4 A security deposit referred to in CS2.1.2 and CS2.1.3 shall be in the form of
 - 2.4.1 a bill of exchange made payable to the Receiver General of Canada and certified by an approved financial institution or drawn by an approved financial institution on itself, or
 - 2.4.2 bonds of or unconditionally guaranteed as to principal and interest by the Government of Canada.
- 2.5 For the purposes of CS2.4
 - 2.5.1 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, and

- 2.5.2 If a bill of exchange is certified by a financial institution other than a chartered bank then it must be accompanied by a letter or stamped certification confirming that the financial institution is in at least one of the categories referred to in CS2.5.3
- 2.5.3 an approved financial institution is
 - 2.5.3.1 any corporation or institution that is a member of the Canadian Payments Association,
 - 2.5.3.2 a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law,
 - 2.5.3.3 a credit union as defined in paragraph 137(6)(b) of the *Income Tax Act*,
 - 2.5.3.4 a corporation that accepts deposits from the public, if repayment of the deposit is guaranteed by Her Majesty in right of a province, or
 - 2.5.3.5 The Canada Post Corporation.
- 2.5.4 the bonds referred to in CS2.4.2 shall be
 - 2.5.4.1 made payable to bearer, or
 - 2.5.4.2 accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations, or
 - 2.5.4.3 registered, as to principal or as to principal and interest in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations, and
 - 2.5.4.4 provided on the basis of their market value current at the date of the contract.



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**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	National Research Council	2. Branch or Directorate / Direction générale ou Direction	ASPM/SAGI
---	---------------------------	--	-----------

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

M20 Asbestos Abatement -- 2nd floor wing

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

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

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

Security Classification / Classification de sécurité
--



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
 Document Number / Numéro du document :

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

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

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

Special comments:
 Commentaires spéciaux : _____

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
 Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
 Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

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



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) Denis Labelle	Title - Titre Construction Project Manager	Signature
--	--	---------------

Telephone No. - N° de téléphone 613-993-4923	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel denis.labelle@nrc-cnrc.gc.ca	Date July 21, 2015
---	-----------------------------------	---	-----------------------

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) 	Title - Titre Controlled Goods and Contracts Security Coordinator	Signature
---	---	---------------

Telephone No. - N° de téléphone (613) 993-5003	Facsimile No. - N° de télécopieur (613) 990-0946	E-mail address - Adresse courriel m.morris@nrc.gc.ca	Date JUL 21 2015
---	---	---	---------------------

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No / Non Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées) Marc Bédard	Title - Titre Senior Contracting Officer	Signature
--	--	---------------

Telephone No. - N° de téléphone (613) 993-2274	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel marc.bedard@nrc-cnrc.gc.ca	Date 22/7/15
---	-----------------------------------	---	-----------------

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
---	---------------	-----------

Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
---------------------------------	-----------------------------------	-----------------------------------	------