



# **SPECIFICATIONS**

**SOLICITATION #:** 15-22075

**BUILDING:** SAS  
110 Gymnasium Place Avenue  
Saskatoon, SK

**PROJECT:** SAS – Parking Lot Repairs

**PROJECT #:** SAS-

**Date:** August 2015



# **SPECIFICATION**

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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)

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## Construction Tender Form

**Project Identification**      **SAS Parking Lot Repairs**

**Tender No.:**      **15-22075**

**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.

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

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### **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.

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**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)**

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

## BUYANDSELL NOTICE

### SAS – Parking Lot Repairs

The National Research Council Canada, 110 Gymnasium Place, Saskatoon, SK, has a requirement for a project that includes:

Parking lot repairs including concrete curbs, asphalt replacement and sealing, fence replacement and a bicycle rack.

#### 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 September 2<sup>nd</sup> and September 3<sup>rd</sup>, 2015 at **10:00**. Meet Bill Dean at SAS Building, 110 Gymnasium Place, Saskatoon, SK. 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 September 9<sup>th</sup>, 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:**

.1 All personnel that will be involved with the project must be security screened to **RELIABILITY** status level as defined in the security policy of Canada.

### **6.0 WORKSAFE SASKATCHEWAN**

.1 All Bidders must provide a valid **WORKSAFE Saskatchewan** 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](mailto: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](mailto: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](mailto: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](http://www.opo-boa.gc.ca).

The Departmental Representative or his designate for this project is: **Bill Dean**  
Telephone: **306 975-4198**

Contracting Authority for this project is: **Marc Bédard** [marc.bedard@nrc-cnrc.gc.ca](mailto: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  
SAS Building  
110 Gymnasium Place  
Saskatoon, SK  
S7N 0W9

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.

## **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

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## 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

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## 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

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## 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.

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## 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**

A5 Unit Price Table

(23/01/2002)

5.1 Her Majesty and the Contractor agree that the following table is the Unit Price Table for the purposes of the contract.

<b>Column 1</b> Item	<b>Column 2</b> Class of Labour Plant  Or Material	<b>Column 3</b> Unit of Measurement	<b>Column 4</b> Estimated Total Quantity	<b>Column 5</b> Price per Unit	<b>Column 6</b> Estimated Total Price
		N/A			

5.2 The Unit Price Table that is set out in A5.1 designates the part of the work to which a Unit Price Arrangement is applicable.

5.3 The part of the work that is not designated in the Unit Price Table referred to in A5.2 is the part of the work to which a Fixed Price Arrangement is applicable.

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**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 Parking Lot in the Council's Building SAS-01 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 10 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. DESIGNATED SUBSTANCES**

Comply with Provincial legislation if encountering specifically listed designated substances on the work site while performing the work described in these contract documents:

- .1 It is the responsibility of the general contractor to ensure that each prospective subcontractor for this project has received a copy of the listed designated substances which may be present on site.
- .2 In addition to the specific designated substances listed by the province, the following may also be present: Nothing

**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 ESCORTING REQUIREMENTS**

- .1 Normal working hours on the NRC property are from 8:00 a.m. until 5:00 p.m., Monday to Friday inclusive, except statutory holidays.
- .2 At all other times, special written passes are required for access to the building.
- .3 Before scheduling any work outside normal working hours, obtain permission from the Departmental Representative to perform the specific tasks.

**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.
- .3 Five (5) days 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. SHOP DRAWINGS**

- .1 Submit to Departmental Representative for review, shop drawings, product data and samples specified within 2 week(s) after contract award.
- .2 Submit to Departmental Representative for review a complete list of all shop drawings, product data and samples specified and written confirmation of corresponding delivery dates within one (1) week after shop drawings, product data and samples approval date. This list shall be updated on a regular basis and any changes to the list shall be immediately notified in writing to the Departmental Representative.
- .3 Review shop drawings, data sheets and samples prior to submission.
- .4 Submit electronic copy of all shop drawings and product data and samples for review, unless otherwise specified.
- .5 Review of shop drawings and product data by the Departmental Representative does not relieve the contractor of the responsibility for errors and omissions and for the conformity with contract documents.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. SANITARY FACILITIES**

- .1 Provide sanitary facilities, and bear all associated costs.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**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. 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.

**32. 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 Do not drill or cut any surface without the approval of the Departmental Representative.

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- .5 Obtain written approval of the Departmental Representative before cutting openings through existing or new structural members.

**33. 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.

**34. 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.

**35. DRAINAGE**

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

**36. 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.

**37. 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.

**38. 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.

**39. 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.

**40. 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.

**41. 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.

**42. 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.

**43. 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.

**44. 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

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**45. 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.

**46. MAINTENANCE MANUALS**

- .1 Provide three (3) copies of 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 all provincial OSH regulation . 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 Provincial OSH regulation
    - .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 Proper 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 emergency phone numbers which will be provided at the project kick off meeting:
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 (CO<sub>2</sub>) extinguishers will not be considered as substitutes for the above.

**.7 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.

**.8 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.

**.9 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.

**.10 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.

**.11 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 Transfer of flammable liquids is prohibited within buildings.
- .4 Do not transfer flammable liquids in the vicinity of open flames or any type of heat producing device.
- .5 Do not use flammable liquids having a flash point below 38 °C (100 °F) such as naphtha or gasoline as solvents or cleaning agents.
- .6 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.
- .7 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**

# Specification

NRC Parking Lot Upgrades  
Saskatoon, Saskatchewan

File: 2853

Date: June 2015



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**1.1 ADJACENT BUILDINGS**

- .1 Maintain free and safe pedestrian access between parking lot and NRC building at all times.
- .2 Maintain free and safe vehicle access to loading dock at all times.

**1.2 INTRUSIVE WORK**

- .1 Intrusive work shall mean any work that requires an open flame, or any work that generates noise, dust or odour that would interfere with the Owner's continued occupancy of the existing building beyond the areas of the Work.
- .2 Owner occupied times shall be:
  - .1 8:30 AM to 4:30 PM, Monday to Friday, except statutory holidays.
- .3 Intrusive work shall be limited to times other than Owner occupied times.

**1.3 PARTIAL OCCUPANCY**

- .1 The Owner reserves the right to maintain continuous occupancy and use of NRC building, beyond the areas of the Work, for the complete construction period.
- .2 In all matters relating to work sequencing, the Owner's need to maintain the occupancy and use of the existing building shall be of paramount importance.
- .3 The Contractor shall maintain access to the existing entrances, and access for egress at all existing exits.
- .4 The Contractor shall maintain access for deliveries to loading dock at all times.
- .5 The Contractor shall meet all safety standards to satisfy the authorities having jurisdiction regarding life safety systems. The Contractor shall ensure that the standards for safety regarding dust, vapour emissions from construction products, or vehicles, equipment and machinery, are met to the satisfaction of authorities having jurisdiction, as well as the Owner.

**1.4 WORK SEQUENCE - GENERAL INTENT**

- .1 In principle, the Contractor shall schedule all Work to meet the requirements of the Owner. The Contractor's Superintendent shall communicate with the staff on a daily basis to ensure coordination of construction activities and the operations of the NRC. The Owner and Contractor shall cooperate to modify the construction sequence as required in response to the progress of the Work.

**1.5 CONSTRUCTION NOISE LEVEL**

- .1 The Contractor shall obtain the Owner's approval of an activity that might interfere with the use of adjacent buildings prior to proceeding with Work, and when directed by the Owner, the Contractor shall reschedule Work to avoid interference.

**END OF SECTION**

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**1.1 PRE-CONSTRUCTION MEETING**

- .1 A pre-construction meeting shall be arranged by the Consultant as soon as possible after notification of award of Contract. The pre-construction meeting will be held at the Place of the Work unless advised otherwise.
- .2 Contractor's project manager, on-site supervisor, and major Subcontractors must attend.
- .3 The schedule for progress meetings will be established at the pre-construction meeting.

**1.2 PROGRESS MEETINGS**

- .1 After award of contract, arrange progress meetings at regular intervals at times and locations approved by Consultant. Notify all parties concerned, including major Subcontractors, to attend to ensure proper co-ordination of work.
- .2 Contractor's project manager, on-site supervisor, and major Subcontractors must attend all progress meetings.
- .3 Representative of Contractor, Subcontractors and Suppliers attending meetings shall be qualified and authorized to act on behalf of the party each represents.
- .4 Minutes of meetings shall be recorded and distributed via email in electronic format (PDF) to all parties in attendance, the Consultant, Subconsultants and the Owner's representative.

**1.3 DOCUMENTS ON SITE**

- .1 The Contractor shall retain, on site, copies of the following documents, and make copies available to the Owner, Consultant, Subconsultants and Subcontractors when requested:
  - .1 Construction documents, drawings, specifications and addenda;
  - .2 Consultant's and Subconsultants' inspection reports;
  - .3 Correspondence and inspection reports received from the Authorities Having Jurisdiction;
  - .4 Price Requests, Change Orders, Change Directives and Supplemental Instructions;
  - .5 Reviewed shop drawings (reviewed and signed by the Consultant or Subconsultants).

**1.4 ADMINISTRATIVE PROCEDURES**

- .1 The Consultant shall issue change notification documents (Supplemental Instructions, Price Requests, Change Directives, Change Orders) via email in electronic format (PDF).
- .2 The Contractor shall submit the issued change notification documents required to be returned via email in electronic format back (PDF) to the Consultant (and Owner where indicated) in accordance with instructions obtained from the Consultant.
- .3 The Owner shall submit the issued change notification documents required to be returned via email in electronic format (PDF) to the Consultant, in accordance with instructions obtained from the Consultant.
- .4 The Consultant will reject any and all returned documents that are scanned, faxed or otherwise modified from the submitted electronic format (PDF).
- .5 The Contractor shall submit draft progress claims via email in electronic format (PDF) to the Consultant and appropriate Subconsultants for review and comment. Upon approval of draft claim by the Consultant, the Contractor shall submit hard copy originals of claim for processing payment.
- .6 The Contractor shall submit hard copy originals of the Certificate of Substantial Performance Forms.

**END OF SECTION**

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**1.1 CONSTRUCTION SCHEDULE**

- .1 In order to measure the progress of the Work, prepare and submit, within 10 working days, for the Consultant's and Owner's review, a construction schedule for planning, scheduling, monitoring and reporting of the Project progress.
- .2 Prepare schedule in the form of a horizontal bar chart. Provide separate bars for each trade or operation as applicable. Provide horizontal time scale identifying the first work day of each week.
- .3 The schedule shall clearly indicate commencement and completion dates of various phases or parts of the work including submission of shop drawings and samples, delivery of equipment and materials, commencement and completion dates of each section of work, final completion date and other pertinent information.
- .4 Schedule the order of work to ensure that all co-ordination is properly carried out to minimize interruptions.
- .5 At no time shall the existing building systems be shut down or any utility turned off that will affect the existing occupants in the building areas that are not-in-contract. Any interruption of existing mechanical and electrical systems, at any time, will require the Owner's co-ordination and approval.
- .6 Co-ordinate work schedule to allow Owner's continued occupancy of the building and in accordance with Owner priorities. Submit renovation work schedule and obtain approval prior to commencing work.
- .7 Contractor's project manager shall prepare, distribute and present a detailed monthly report of the progress for the previous work period, the effect of changes on schedules of the Contractor and Subcontractors, and progress scheduled for the next work period.

**1.2 SHOP DRAWINGS/PRODUCT DATA**

- .1 The Contractor shall arrange for the preparation of clearly identified shop drawings/product data, each shop drawing shall display name and file number of Project, as called for by the Contract Documents or as the Consultant may reasonably request.
  - .2 The Contractor shall review all submittals prior to submission to the Consultant. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and co-ordinated with requirements of the Work and Contract Documents. Submittals not stamped, signed, dated and identified as to specific section will be returned without being examined and considered rejected.
  - .3 The Contractor shall notify the Consultant, in writing at the time of submission, identifying deviations from requirements of the Contract Documents, stating the reason(s) for deviation.
  - .4 The review of shop drawings/product data by the Consultants is for the sole purpose of ascertaining conformance with the general design concept. This review shall not mean that the Consultants approve the detail design inherent in the shop drawings/product data, responsibility for which shall remain with the Contractor submitting same, and such review shall not relieve the Contractor of his responsibility for errors for meeting all requirements of the Contract and Contract Documents. The Contractor is responsible for all shop drawing dimensions, including dimensions to be confirmed and correlated at the job site, and for information that pertains solely to the fabrication processes or to techniques of construction and installation and coordination of the work of all Subcontractors.
  - .5 All shop drawings/product data shall be submitted with a "continuous" format transmittal indicating:
    - .1 Reference specification section;
    - .2 Shop drawing number;
    - .3 Shop drawing description;
    - .4 Date sent;
    - .5 Name sent by;
    - .6 Name sent to;
    - .7 Date received;
    - .8 Additional information as the Contractor may require.
  - .6 The Contractor is required to submit electronic shop drawings/product data by email in electronic PDF format along with the Consultant provided submittal form. PDF documents must be generated by manufacturer's software, or from electronically published documentation. PDF documents generated by scanning technology will be rejected unless it can be demonstrated that there is no other method available. Consultant will return submittals via email to the Contractor for distribution. It is the responsibility of the Contractor to ensure adequate copies of the submittals are distributed to the required parties, and are available at the place of Work.
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- .7 Where applicable, identify each detail on the shop drawing by referring to drawing and detail numbers shown on the Contract Documents.

1.3 **SAMPLES**

- .1 The Contractor shall submit for the Owner's and Consultant's approval, standard manufacturers' samples when so specified. Samples shall be labelled as to origin and intended use in the Work and shall conform to requirements of the Contract Documents.
- .2 The Contractor shall provide samples of special products, assemblies, or components when so specified. The cost of such samples not specified shall be authorized as an addition to the Contract Price as provided in General Conditions of the Contract, Part 6 Changes In The Work.
- .3 The Contractor shall assemble all samples at the site, and shall schedule a review meeting of all samples with the Owner and Consultant. After the review meeting, the Contractor shall retain all samples, at the site, until Substantial Performance of the Work.

1.4 **CONTRACTOR REQUESTS FOR INFORMATION (RFI)**

- .1 The Contractor may, after exercising due diligence to locate required information, request from the Consultant clarification or interpretation of the requirements of the Contract Documents. The Consultant shall, with reasonable promptness, respond to the Contractor's requests for clarification or interpretation. However, if the information requested by the Contractor is apparent from field observations, is contained in the Contract Documents or is reasonably inferable from them, the Consultant reserves the right to reject, unprocessed, any Request for Information (RFI).

**END OF SECTION**



**PART 1 TEMPORARY UTILITIES****1.1 TEMPORARY POWER**

- .1 The Owner shall allow the Contractor to make connection to existing services. The Contractor shall pay for all connection costs. The Owner shall pay consumption costs.

**1.2 WATER SUPPLY**

- .1 Provide a continuous supply of potable water for use of workers.
- .2 The Owner shall allow the Contractor to make connection to existing services. The Owner shall pay for consumption costs.
- .3 Provide, install and maintain all temporary lines and connections.
- .4 Maintain water supply in good condition until permanent supply is installed and ready to use. Use permanent water supply provided damage to piping or valves does not occur.

**PART 2 CONSTRUCTION FACILITIES****2.1 EQUIPMENT AND TOOL STORAGE**

- .1 Provide and maintain, in a clean and orderly condition, suitable weatherproof and lockable storage sheds for equipment and tools. Locate where approved.

**2.2 MATERIALS STORAGE**

- .1 Provide and maintain, in a clean and orderly condition, suitable weatherproof and lockable sheds for storage and protection of materials which require such protection. Locate where approved.
- .2 Allocate storage areas on site for materials which are not required to be placed in weatherproof sheds. Maintain areas in clean and orderly condition. Limit storage of materials and items to storage areas only.

**2.3 SANITARY FACILITIES**

- .1 Provide sufficient sanitary facilities for workers in accordance with local health authorities. Maintain facilities in clean condition.

**PART 3 CONSTRUCTION AIDS****3.1 HOISTING/CRANE**

- .1 Provide for and operate hoists or lifts for the purposes of moving material and equipment.
- .2 Hoists are to be operated by a qualified operator.
- .3 The erection, maintenance, operation and supervision of all hoists are the responsibility of the Contractor.

**PART 4 VEHICLE ACCESS****4.1 ACCESS TO SITE**

- .1 Provide and maintain access roads, sidewalk crossing, ramps and construction runways as may be required by workers for access to and on site.

**PART 5 TEMPORARY BARRIERS AND ENCLOSURES****5.1 WARNING AND TRAFFIC SIGNS**

- .1 When work is performed within public areas, provide and erect adequate warning and traffic signs as may be necessary to warn the public of such. Place signs sufficiently in advance, so as to enable public to respond to directions.
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**PART 6 PROTECTION OF WORK AND PROPERTY****6.1 PROTECTION OF OFF-SITE AND PUBLIC PROPERTY**

- .1 Protect adjacent property from damage during the performance of the Work.
- .2 During excavation, provide sheeting, piling or shoring as may be required to protect adjacent building foundations and streets from movement.
- .3 Be responsible for all damages incurred due to improper protection.

**6.2 PROTECTION OF BUILDING FINISHES AND EQUIPMENT**

- .1 Provide adequate protection for finished and partially finished building finishes and equipment during the performance of Work. Provide necessary screens, covers and hoardings as may be required. Be responsible for all damages incurred due to improper or lack of protection.

**6.3 TREE AND PLANT PROTECTION**

- .1 Protect all existing trees and plants on site and on adjacent properties, except as indicated otherwise in specifications or on drawings.
- .2 Protect roots during excavation and grading so that they receive minimum possible disturbance and damage. Do not allow traffic, vehicles and equipment to compact soil over tree and plant root systems.

**END OF SECTION**

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**1.1 DELIVERY STORAGE AND HANDLING**

- .1 The Contractor is responsible for the safe on-site storage of Products and their protection (including Products supplied by the Owner to be installed under the Contract) in such ways as to avoid dangerous conditions or contamination to the Products or other persons or property and in locations at the Place of the Work to the satisfaction of the Owner and the Consultant. The Owner shall provide all relevant information on the Products to be supplied by the Owner.
- .2 Deliver and store all materials in original wrappings and containers with manufacturer's seals and labels intact.
- .3 Do not remove wrappings, or materials from containers, until required in the Work.
- .4 Handle and store products in a manner to prevent damage, deterioration and soiling and in accordance with manufacturer's recommendations when applicable.
- .5 Protect materials susceptible to damage from freezing and moisture or water.

**END OF SECTION**

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**1.1 COMPLETION OF WORK**

- .1 Refer to Section 01 33 00 - Submittal Procedures, 1.1 Construction Schedule.
  - .1 Comply with the schedule in all instances. Time is of the essence.
  - .2 Bear all costs necessary to meet the schedule. If the progress of Work falls behind, or is delayed, immediately engage additional labour and equipment, and work additional hours as the Owner may direct, to bring the Work back on schedule, at no additional cost to the Owner.
  - .3 Immediately upon signing Contract, review product delivery requirements and anticipate foreseeable supply delays for any items. If delays in supply of materials, equipment or articles are foreseeable, notify the Consultant and Owner of such, in order that substitutions or other remedial action may be authorized in ample time to prevent delay in performance of the Work.

**1.2 LAYOUT OF WORK**

- .1 Prior to commencing individual procurement, fabrication or construction activities, the Contractor shall verify, at the Place of the Work, all relevant measurements and levels necessary for proper and complete fabrication, assembly and installation of the Work and shall further carefully compare such field measurements and conditions with the requirements of the Contract Documents. Where dimensions are not included or exact locations are not apparent, the Contractor shall immediately notify the Consultant in writing and obtain written instructions from the Consultant before proceeding with any part of the affected work.
- .2 Commencement of Work, or any part thereof, constitutes acceptance of site conditions and indicates that dimensions have been verified and are acceptable.
- .3 Be responsible for movement and/or damage and replace reference points and bench marks.

**1.3 WORKING LIMITS/TEMPORARY EASEMENTS**

- .1 Confine all operations of Work and vehicle parking within area of Work and the "Contractor's Work Area", as directed by the Owner.

**1.4 EXAMINATION**

- .1 Examine work and surfaces prepared by others.
- .2 Report, to the Contractor and Consultant in writing, defects of work prepared by other trades and unsatisfactory site conditions.
- .3 Start of work shall imply acceptance of surfaces and conditions, and shall waive ground for later claims.

**1.5 INSTALLATION STANDARDS**

- .1 Unless otherwise indicated in the specifications, install or erect all products in accordance with manufacturer's recommendations. Do not rely on labels or enclosures provided with products. Obtain instructions directly from manufacturer. Notify the Consultant in writing of any conflicts between the specifications and manufacturer's instructions.

**1.6 CLEANING**

- .1 Promptly, as the work proceeds, clean up excess materials, rubbish and overspray or splash. In addition to removal of waste materials and debris from site, perform the following before inspection to determine Substantial Performance of the Work by the Consultant and Owner.
  - .1 Broom-clean and wash exterior walks, steps and platforms within area of the Work. Sweep clean all areas of asphalt paving.
  - .2 Remove all dirt and other disfigurations from exterior surfaces.

**END OF SECTION**

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**1.1 TAKEOVER PROCEDURES**

- .1 Prior to requesting the Consultant to perform an inspection to establish Substantial Performance of the Work, the Contractor shall carefully inspect the Work and ensure it is complete, that major and minor construction deficiencies are complete, and that the building is clean and in condition for occupancy.
- .2 During the inspection, a list of deficiencies will be tabulated and issued by the Consultant.
- .3 If in the context of the requirements of the Contract and the judgement of the Consultant, the Work is Substantially Performed, the Consultant will issue a Certificate of Substantial Performance.
- .4 The Contractor shall, following completion of deficiencies, notify the Consultant, in writing, of satisfactory completion of deficiencies, and shall confirm that the following have been performed:
  - .1 Defects have been corrected and deficiencies have been completed.
  - .2 Certificates required by Authorities Having Jurisdiction have been submitted.
  - .3 Work is complete and ready for Final Inspection.
- .5 When the Consultant considers that all deficiencies have been corrected, and that it appears the requirements of the Contract have been performed, and upon receipt of Statutory Declaration as to payment in full of Subcontractors and labour, a clearance from Saskatchewan Workers' Compensation Board, Saskatchewan Ministry of Labour (if requested) and a letter of good standing from Saskatchewan Ministry of Finance, the Work will be considered totally performed.
- .6 At the time of Substantial Performance of the Work, the Owner, Consultant, and Contractor shall jointly decide upon the takeover procedures to be followed, including dates of transfer of the responsibility of maintenance and operation of the various components of the building and the schedule for completion of outstanding deficiencies.

**1.2 WARRANTY INSPECTION**

- .1 Ten (10) months after the date of Substantial Performance of the Work the Contractor, the Owner and the Consultant shall together inspect the Work to determine any deficiencies in materials or workmanship which have occurred or become apparent since acceptance. The Consultant shall notify the Contractor to rectify deficiencies listed within the two (2) months prior to the end of the one-year warrantee period.
- .2 Immediately before the end of the one-year warrantee period provided by the Contractor, the Consultant, the Owner and the Contractor shall make a final inspection to assure that the deficiencies recorded at the ten-month inspection and reported in the two months subsequent to this have been corrected by the Contractor.

**END OF SECTION**

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**PART 1 GENERAL****1.1 RELATED SECTIONS**

- .1 Cast-in-Place Concrete Section 03 30 00

**1.2 REFERENCES**

- .1 Canadian Standards Association  
.1 CAN/CSA-3-A23.1/A23.2-00, Concrete Materials and Methods of Concrete Construction

**1.3 DELIVERY, STORAGE, AND HANDLING**

- .1 Deliver and store all materials in accordance with Section 01 65 00, Product Delivery Requirements.

**1.4 QUALIFICATIONS**

- .1 The manufacturer of the material for this section shall be of good standing having successfully engaged in the same business for at least five years, and shall be able to provide references (name of project and contact) of at least five other similar installations within the last five years.

**1.5 ENVIRONMENTAL REQUIREMENTS**

- .1 Do not apply during inclement weather, or when conditions are expected to be below  $-4^{\circ}$  C within 24 hours or when rain is imminent.  
.2 Apply in dry weather conditions, over substrates that are clean, and free of frost, ice or other contaminants that may impede adhesion.

**PART 2 PRODUCTS****2.1 MATERIALS**

- .1 Single component, pre-mixed blend of sand, cement, chemical admixtures, polypropylene fibre and acrylic cement modifiers, suitable for thin coating over cast-in-place concrete.  
.1 825 Parge-All as manufactured by W. R. Meadows of Canada.  
.2 Sacking Mix as manufactured by Target Products Ltd.

**PART 3 EXECUTION****3.1 ACCEPTABLE INSTALLERS**

- .1 Installation of materials of this section shall be by the manufacturer's approved installers, in strict accordance with manufacturer's installation instructions, and in accordance with Section 01 70 00, Execution Requirements.  
.2 The work of this section shall be performed by skilled workers with at least three (3) years successful installation experience with the type of materials specified herein.  
.3 Submit evidence of experience and obtain Consultant's approval before proceeding with work.

**3.2 EXAMINATION**

- .1 Examine work in accordance with Section 01 70 00, Execution Requirements.

**3.3 PREPARATION**

- .1 Ensure surfaces are ready and prepared to receive finishes, surface shall be firm and free of loose particles, grease, oil and other foreign matter.

**3.4 INSTALLATION**

- .1 Install parging in accordance with construction documents, manufacturer's recommendations and Section 01 70 00, Execution Requirements.  
.2 Apply with a trowel, masonry brush or other suitable tool, to a thickness of 3 mm and create the desired surface texture immediately.  
.3 Protect against rapid surface evaporation due to heat and wind. Allow to cure for 48 hours if painting is desired.
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- .4 Follow hot weather concreting practices when applying parging at temperatures exceeding 25° C or under sunny or windy conditions.

3.5 **PROTECTION**

- .1 Maintain air and substrate at minimum 5° C temperature during and for 24 hours after application.
- .2 Protect work of this section from conditions that may cause early water loss such as wind, low humidity, high temperatures and direct sunlight.
- .3 Protect work of other trades from damage resulting from work of this section, and protect work of this section until Substantial Performance of the Work.
- .4 Make good such damage at own expense to the satisfaction of the Consultant.

**END OF SECTION**



**PART 1 GENERAL**

**1.1 RELATED SECTIONS**

- .1 Cast-in-Place Concrete Section 03 30 00

**1.2 REFERENCES**

- .1 Canadian Standards Association
  - .1 CAN/CSA-3-A23.1 /A23.2-00, Concrete Materials and Methods of Concrete Construction
  - .2 CSA G30.3-M1983 (R1998) Cold-Drawn Steel Wire for Concrete Reinforcement
  - .3 CSA G30.5-M1983 (R1998) Welded Steel Wire Fabric for Concrete Reinforcement

**1.3 DELIVERY, STORAGE, AND HANDLING**

- .1 Deliver and store all materials in accordance with Section 01 65 00, Product Delivery Requirements.

**PART 2 PRODUCTS**

**2.1 MATERIALS**

- .1 Reinforcing steel:
- .2 Cold-drawn annealed steel wire ties: to CSA G30.3.
- .3 Welded steel wire fabric: to CSA G30.5.
- .4 Chairs, bolsters, bar supports, spacers: to CAN/CSA-3-A23.1.

**2.2 FABRICATION**

- .1 Fabricate reinforcing steel in accordance with CAN/CSA-3-A23.1.
- .2 Ship bundles of bar reinforcement, clearly identified in accordance with bar bending details and lists.

**PART 3 EXECUTION**

**3.1 INSTALLATION**

- .1 Do not field bend or field weld reinforcement, except where indicated or authorized by Consultant.
- .2 When field bending is authorized, bend without heat, applying a slow and steady pressure.
- .3 Replace bars which develop cracks or splits.
- .4 Place reinforcing steel in accordance with CAN/CSA-3-A23.1.
- .5 Use plain round bars as slip dowels in concrete. Paint portion of dowel intended to move within hardened concrete with one coat of asphalt paint. When paint is dry, apply a thick even film of mineral lubricating grease.

**END OF SECTION**

**PART 1 GENERAL****1.1 RELATED SECTIONS**

- .1 Concrete Reinforcing Section 03 20 00

**1.2 REFERENCES**

- .1 Canadian Standards Association  
 .1 CAN/CSA-A5/A8/A362-93, Portland Cement/Masonry Cement/Blended Hydraulic Cement  
 .2 CAN/CSA-3-A23.1/A23.2-00, Concrete Materials and Methods of Concrete Construction

**1.3 DESIGN REQUIREMENTS**

- .1 Concrete materials and methods of construction: to CAN/CSA-3-A23.1/A23.2 unless otherwise specified.

**1.4 DELIVERY, STORAGE, AND HANDLING**

- .1 Deliver and store all materials in accordance with Section 01 65 00, Product Delivery Requirements.

**PART 2 PRODUCTS****2.1 MATERIALS**

- .1 Portland cement: to CAN/CSA-A5/A8/A362  
 .2 Water: to CAN/CSA-3-A23.1/A23.2.  
 .3 Aggregates: to CAN/CSA-3-A23.1/A23.2.  
 .4 Air entraining admixture: to CAN/CSA-3-A23.1/A23.2.  
 .5 Curing compound: to CAN/CSA-3-A23.1/A23.2.

**2.2 MIXES**

- .1 Mechanically mix concrete in accordance with the requirements of CAN/CSA-3-A23.1/A23.2.  
 .2 All concrete shall have the following minimum properties (minimum compressive strength at 28 days).

Type Location	Strength (MPa)	Cement Symbol	Class of Exposure	Aggregate max (mm)	Slump	Air Entrainment
Sidewalks, Curbs, Gutters, Concrete Pads	32	GU	C-2	20	50 to 80	5 to 8
Miscellaneous	20	GU	F-2	20	50 to 100	4 to 7

Maximum free water/cement ratio to CAN/CSA-3-A23.1/A23.2 tables 7, 8, and 9 for specified class of exposure.

- .3 Each load of ready-mixed or transit-mixed concrete delivered to the project site shall be accompanied by duplicate delivery slips providing the following information:
- .1 Name and location of batch plant;
  - .2 Date and serial number of ticket;
  - .3 Name of contractor;
  - .4 Specific designation of job (name and location);
  - .5 Specific class or designation of concrete;
  - .6 Amount of concrete in cubic metres;
  - .7 Truck number, cumulative total, and/or load number; and
  - .8 Time loaded or time of first mixing of cement and aggregate.
- .4 Use accelerating admixtures in cold weather only when approved by Consultant. If approved, the use of admixture will not relax cold weather placement requirements.
- .5 Use set-retarding admixtures during hot weather only when approved by the Consultant.
- .6 Use plasticizer only as specified or when approved by Consultant.
- .7 No water shall be added to the concrete mix on site.

**PART 3 EXECUTION****3.1 CONSTRUCTION**

- .1 Do cast-in-place concrete work in accordance with CAN/CSA-3-A23.1/A23.2.
- .2 Obtain Consultant's approval before placing concrete. Provide 24 hours notice prior to placing of concrete.
- .3 Ensure reinforcement and inserts are not disturbed during concrete placement.
- .4 Maintain accurate records of poured concrete items to indicate date, location of pour, quality, air temperature and test samples taken.

**3.2 SITE TESTS/INSPECTION**

- .1 Concrete testing shall be carried out by an independent testing agency, certified by CSA in accordance with the requirements of CAN/CSA-3-A23.1/A23.2.
- .2 Concrete testing shall be paid for by the Contractor.
- .3 The testing agency shall be responsible for sampling, initial curing and transporting of test cylinders to the Laboratory.
- .4 Notify the Consultant and Testing Agency at least 24 hours prior to each concrete pour.
- .5 Provide free access to all portions of work and cooperate with appointed firm.
- .6 Concrete testing shall consist of three (3) test cylinders taken for every 50 cubic metres or less of each class of concrete placed each day. One (1) cylinder to be tested at 7 days, the remaining two (2) cylinders to be tested at 28 days.
- .7 For concrete walks, curbs and gutters, three (3) concrete test cylinders shall be taken for every 75 cubic metres or less of concrete placed each day.
- .8 One (1) additional test cylinder shall be taken during cold weather concreting, and be cured on job site under same conditions of concrete it represents.
- .9 One (1) slump test shall be taken before and one (1) slump test shall be taken after the addition of plasticizer to the concrete mix.
- .10 Concrete test cylinders shall be taken after the addition of plasticizer to the concrete mix.
- .11 Testing of concrete shall be performed in accordance with CAN/CSA-3-A23.1/A23.2.
- .12 Test results shall be issued to the Architect, Structural Engineer, Contractor, Owner and Ready-mixed Concrete Supplier.
- .13 Test reports are to be numbered consecutively beginning with number one, and identify the location of the concrete placement in the project.
- .14 Required retesting will be paid for by the Contractor.
- .15 The Consultant may order additional testing any time even though the required tests indicate the strength requirements have been met. In this instance, the Owner will pay for those tests that meet the specified requirements and the Contractor shall pay for those that do not.
- .16 Non-destructive methods for testing concrete shall be according to CAN/CSA-3-A23.1/A23.2.

**3.3 JOINT FILLERS**

- .1 Furnish filler for each joint in single piece for depth and width required for joint, unless otherwise authorized by Consultant. When more than one piece is required for a joint, fasten abutting ends and hold securely to shape by stapling or other positive fastening.

**3.4 FINISHING**

- .1 Finish concrete in accordance with CAN/CSA-3-A23.1/A23.2.
- .2 Use curing compounds compatible with applied finish on concrete surfaces. Provide written declaration that compounds used are compatible.

**END OF SECTION**

**PART 1 GENERAL****1.1 SECTION INCLUDES**

- .1 Finish all exposed surfaces as required and as indicated herein.

**1.2 RELATED SECTIONS**

- .1 Cast-in-place concrete Section 03 30 00
- .2 Asphalt paving Section 32 12 00

**1.3 REFERENCES**

- .1 The Master Painters Institute
  - .1 Architectural Painting Specification Manual

**1.4 PRODUCT REQUIREMENTS**

- .1 The VOC emissions from paints and coatings shall not exceed the VOC and chemical component limits of Green Seal Standard GS-11, Paints and Coatings, Third Edition, August 2011.
- .2 The VOC content of anti-corrosive coatings shall not exceed current VOC content limits of Green Seal Standard GS-03, Anti-Corrosive Paints, Second Edition, January 1997.
- .3 Provide one copy of Material Safety Data Sheets (MSDS), or other documentation acceptable to the Consultant confirming compliance with the preceding.

**1.5 SUBMITTALS**

- .1 Deliver submittals in accordance with Section 01 33 00, Submittal Procedures.
- .2 Submit list of all painting materials to the Consultant for review prior to ordering.

**1.6 QUALITY ASSURANCE**

- .1 Only qualified journeymen who have a "Tradesman Qualification Certificate of Proficiency" shall be engaged in painting work. Apprentices may be employed provided they work under the direct supervision of a qualified journeyman in accordance with trade regulations.
- .2 Conform to the standards contained in the Master Painters Institute Architectural Painting Specification Manual - Premium System, latest edition (hereafter referred to as MPI Painting Specification Manual) for all painting materials including preparation and application of materials.
- .3 All paint manufacturers and materials used shall be as listed under the "Approved Products" section of the MPI Architectural Painting Specification Manual.

**1.7 DELIVERY, STORAGE, AND HANDLING**

- .1 Deliver and store all materials in accordance with Section 01 65 00, Product Delivery Requirements.
- .2 Deliver and store materials in original containers, sealed, with labels intact.
- .3 Indicate on containers:
  - .1 Manufacturer's name and address;
  - .2 Type of paint;
  - .3 Compliance with applicable standard;
  - .4 Colour number in accordance with established colour schedule.
- .4 Observe manufacturer's recommendations for storage and handling.

**1.8 ENVIRONMENTAL REQUIREMENTS**

- .1 Unless specifically pre-approved by the Consultant, and the applied product manufacturer, perform no painting work when the ambient air and substrate temperatures are below 10° C.
  - .2 Perform no painting work when the relative humidity is above 85% or when the dew point is less than 3° C variance between the air/surface temperature.
  - .3 Perform no painting work unless adequate continuous ventilation and sufficient heating facilities are in place to maintain ambient air and substrate temperatures above 10° C for 24 hours before, during and after paint application. Provide supplemental ventilating and heating equipment if ventilation and heating from existing system is inadequate to meet minimum requirements.
-

- .4 Apply paint only to dry, clean, properly cured and adequately prepared surfaces in areas where dust is no longer generated by construction activities such that airborne particles will not affect the quality of finished surfaces.

## **PART 2 PRODUCTS**

### **2.1 MATERIALS**

- .1 All materials shall be in accordance with the MPI Architectural Painting Specification Manual - Approved Product listing and shall be from a single manufacturer for each system used.
- .2 All materials shall be lead and mercury free and shall have low VOC content where possible.
- .3 All materials shall have good flowing and brushing properties and shall dry or cure free of blemishes or sags.

### **2.2 MIXING AND TINTING**

- .1 Unless otherwise specified, paints shall be ready-mixed. Re-mix prior to application to ensure colour and gloss uniformity.
- .2 Paste, powder or catalysed paint mixes shall be mixed in strict accordance with manufacturer's written instructions.
- .3 Perform all colour tinting operations prior to delivery of paint to site. On-site tinting of painting materials allowed only with Consultant's written approval.
- .4 Where thinner is used, addition shall not exceed paint manufacturer's recommendations.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- .1 Examine work in accordance with Section 01 70 00, Execution Requirements.

### **3.2 PREPARATION**

- .1 Clean all surfaces. Prepare surfaces for painting.
- .2 Concrete: Trowelled floors must be treated with a solution of 1 part Commercial Muriatic Acid to 3 parts water. Allow to remain ½ hour and rinse thoroughly with clean water. When surface is dry and free of all dirt, cement dust, and loosely adhering matter, it is ready for painting. If contaminated with oil, grease or other foreign matter, solvents or detergent solutions must be used to clean surface. Curing compounds to be removed.

### **3.3 PROTECTION**

- .1 Protect work at all times. Protect all work from any damage resulting from work under this section. Make good all damage to satisfaction of the Consultant.
- .2 Protect adjacent work by suitable covering, shields, or other method during work progress. Protect fire sprinklers from paint.
- .3 Prior to Substantial Completion of the Work, inspect work and retouch or repaint unsatisfactory work, however caused, to satisfaction of Consultant and at no cost to Owner.
- .4 Ventilate or isolate work areas, as necessary, to protect workmen from toxic fumes.

### **3.4 APPLICATION**

- .1 Spread materials evenly. Flow on smoothly without fans, sags, runs.
- .2 All finish work uniform in sheen, colour and texture.
- .3 Painting shall be brushwork or rolled unless otherwise noted specifically.
- .4 Finish all surfaces as scheduled herein. Provide additional coats of finish materials where required to obtain complete uniform coverage to the satisfaction of the Consultant.

### **3.5 SCHEDULE OF PAINTING**

- .1 Following code letters used on drawings and herein indicate type of finish, and number of coats required on the various surfaces.
  - .2 Minimum painting standards shall be in accordance with MPI Architectural Painting Specification Manual - Premium System, systems and products specified.
-

**3.6 EXTERIOR PAINTING PARKING LINES AND BARRIER FREE SYMBOL AT ASPHALT PAVING**

- .1 System: MPI EXT 2.1B:  
Paint bands 75 and 100 mm wide as detailed, apply by brush or spray.  
One coat white alkyd traffic marking paint:  
Product: MPI 32.

**3.7 EXTERIOR CONCRETE, MASONRY OR PORTLAND CEMENT PLASTER SURFACES**

- .1 Code Letter "L" on drawings:  
System: MPI EXT 9.1C:  
Two coats exterior elastomeric coating:  
Product: MPI 113.

**END OF SECTION**

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**PART 1 GENERAL****1.1 SECTION INCLUDES**

- .1 Exterior Site furnishings listed herein.
- .2 Attachment hardware.

**1.2 RELATED SECTIONS**

- .1 Asphalt paving Section 32 12 00
- .2 Cast-in-place concrete Section 03 30 00

**1.3 SHOP DRAWINGS**

- .1 Submit shop drawings in accordance with Section 01 33 00, Submittal Procedures.
- .2 Clearly show all pertinent dimensions, general construction, materials (including gauges and finish of material parts), anchorage methods and locations, hardware locations, and installation details.

**1.4 DELIVERY, STORAGE, AND HANDLING**

- .1 Deliver and store all materials or products in accordance with Section 01 65 00, Product Delivery Requirements.

**1.5 MAINTENANCE DATA**

- .1 Provide copies of maintenance instructions.
- .2 Instructions are to include manufacturer's recommended instructions for operation, materials and methods for cleaning, including precautions in the use of cleaning materials that may be detrimental to surface if improperly applied.

**PART 2 PRODUCTS****2.1 MATERIALS**

- .1 All materials or products shall be new, not damaged or defective, and of the best quality compatible with specifications for the purpose intended.
- .2 Should any dispute arise as to the quality or fitness of materials or products, equipment or articles, the decision rests strictly with the Consultant based upon the requirements of the Contract Documents.

**2.2 MANUFACTURERS/MANUFACTURED UNITS**

- .1 Double-Deck Stackable Bike Rack:
  - .1 The Lock-up stackable bike rack as manufactured by Bike Rack Mfg. & Dist. Company.
  - .2 Material: 60 mm diameter, Heavy Gauge Schedule 40 pipe mainframe, and 19 mm diameter solid steel lock support.
  - .3 Finish: Baked on powder coat in custom colour as selected by Consultant.

**PART 3 EXECUTION****3.1 EXAMINATION**

- .1 Examine work in accordance with Section 01 70 00, Execution Requirements.

**3.2 INSTALLATION**

- .1 Install materials and products in accordance with Section 01 70 00, Execution Requirements, Installation Standards, and in accordance with manufacturer's instructions.
- .2 Install true, plumb and securely and rigidly anchored to support structure.

**END OF SECTION**

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**PART 1 GENERAL****1.1 SECTION INCLUDES**

- .1 Removal of deteriorated asphalt pavement.
- .2 Prepare subgrade.
- .3 Granular sub-base courses.
- .4 Stabilizing base courses.
- .5 Asphalt pavement.
- .6 Asphalt emulsion slurry seal.

**1.2 RELATED SECTIONS**

- .1 Paint lines and markings Section 09 91 00

**1.3 REFERENCES**

- .1 American Society for Testing and Materials:
  - .1 ASTM C 131 - 01, Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
  - .2 ASTM D 1559 - 89, Test Method for Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus
  - .3 ASTM D 2419 - 95, Test Method for Sand Equivalent Value of Soils and Fine Aggregate

**PART 2 PRODUCTS****2.1 GRANULAR SUB-BASE AND STABILIZING BASE COURSE MATERIALS**

- .1 Granular Sub-base and Stabilizing Base Course: Composed of fragments of durable rock, free from undesirable quantities of soft or flaky particles, loam, organic or other deleterious material. Granular sub-base course shall consist of a well-graded pit run, crushed or screened gravel and shall comply with the following requirements:  
Stabilizing base course shall consist of an intimate mixture of crushed aggregate, sand filler and clay binder. At least fifty percent (50%) of the material retained on the 5.0 mm Sieve shall be crushed material. The material, when compacted to 100 percent of standard Proctor density at optimum moisture content, as determined by the Standard Proctor Compaction Test, shall have a minimum CBR value of sixty-five (65) in the unsoaked condition at 2.54 mm or 5.08 mm penetration, whichever is greater, and shall comply with the following requirements:

Grain Size (mm)	Percent Passing	
	Granular Sub-base (%)	Stabilizing Base (%)
50.0	100	100
25.0	85 - 100	100
18.0	80 - 100	87 - 99
12.5	70 - 100	72 - 93
5.0	50 - 85	45 - 77
2.0	35 - 75	26 - 56
0.900	25 - 50	18 - 39
0.400	15 - 35	13 - 26
0.160	8 - 22	7 - 16
0.071	0 - 13	6 - 11
Plasticity Index (%)	0 - 6	0 - 6
CBR (min)	30	50
% Fracture (min)	---	50

**2.2 ASPHALT PAVING MATERIALS**

- .1 Asphalt Cement: 150-200 penetration grade asphalt unless otherwise specified, meeting the current Asphalt Institute Standard Specifications.
- .2 Asphalt Mix Aggregate: Composed of fragments of durable rock free of adherent coatings and deleterious materials such as shale, clay, coal and organic or other material.

The asphalt mix aggregate shall have an affinity for asphalt cement. Hydrophilic asphalt mix aggregate which exhibits more than twenty-five percent (25%) of aggregate particles stripped of asphalt cement film after being subjected to the Saskatchewan Method for Determining Aggregate Stripping Potential will not be accepted unless modified with an approved anti-stripping agent that results in the stripping specification being met.

Asphalt mix aggregate shall meet the gradation requirements listed below, except that, if necessary to develop the desired mix characteristics, the Consultant may require an asphalt mix gradation which falls outside these requirements. If this action is necessary, the new gradation limits will be specified and the Contractor may achieve the required gradation by adjustment of the quantity of filler or blender sand.

<u>Sieve Designation</u>	<u>Percent by Weight</u>				
	<u>Passing</u>	<u>Type 1</u>	<u>Type 2</u>	<u>Type 3</u>	<u>Type 4</u>
16.0 mm (5/8 inch)	100				
12.5 mm (1/2 inch)	87-93	100	100	100	
9.0 mm (3/8 inch)	76-88	72-88	82-92	82-92	100
5.0 mm (No. 4)	50-67	45-65	65-80	65-80	75-90
2.0 mm (No. 10)	36-64	33-62	48-78	48-78	45-65
900 µm (No. 20)	20-55	24-55	31-66	31-66	22-40
400 µm (No. 40)	10-34	10-32	16-41	16-41	12-25
160 µm (No. 100)	3-10	3-10	3-12	3-12	6-15
75 µm (No. 200)	2-5	2-5	2-5	2-5	4-10
Crush Count	60%	70%	70%	70%	70%

Crush count is the percentage of the crushed aggregate retained on the 5.0 mm (No. 4) sieve having one or more fractured faces created by the crushing operation.

The percentage of wear as determined by the Los Angeles Abrasion Test (ASTM C 131) shall not exceed thirty-five percent (35%).

The sand equivalent value (ASTM D 2419) of material passing the 5.0 mm (No. 4) sieve shall not be less than forty-five (45).

The organic content of the material passing the 5.0 mm (No. 4) sieve shall not exceed one percent by weight (1.0%).

### 2.3 ASPHALT PRIMER

- .1 The asphalt primer shall meet the current specifications of the Asphalt Institute. MC-30 acceptable for use as primer. Emulsified asphalt may be used for prime or tack coat. The Contractor shall be required to dilute the emulsified asphalt with water, if used as a primer.

### 2.4 ASPHALT PAVEMENT MIX

- .1 Asphalt pavement shall consist of a homogenous mixture of crushed aggregate and asphalt cement mixed in an approved central plant, hauled and spread at or above the minimum workable temperature upon a suitable base and compacted by immediate and intensive rolling so as to construct a smooth surface.
- .2 Combine the coarse and fine aggregates in such proportions as to produce a uniform mixture. The asphalt mix aggregate shall be mixed with the asphalt cement until all particles of aggregate are uniformly coated with asphalt cement. The dry aggregate shall not be heated to a temperature of more than 160° C before being mixed with the asphalt cement.
- .3 Percentage by weight of asphalt cement contained in the mixture is to be 5% to 7%. The percentage of asphalt cement added to the aggregate shall not vary more than 0.3% from the design mix. The asphalt cement shall be brought to a temperature between 120°C and 150°C before mixing with the aggregate.
- .4 Bring asphalt cement and aggregates to required temperatures before mixing. Ensure aggregates are sufficiently dry so as not to cause foaming in mixture.
- .5 Mix aggregates and asphalt cement in proportions to meet following criteria based on standard Marshall Test Procedure ASTM D 1559 with compactive effort of 50 blows on each face of

specimen.

- |    |                                 |                           |
|----|---------------------------------|---------------------------|
| .1 | Marshall Stability (kN):        | 8 min.                    |
| .2 | Flow (mm):                      | 2-4                       |
| .3 | Air voids (%):                  | 3-5                       |
| .4 | Voids in Mineral Aggregate (%): | 14 min.                   |
| .5 | Asphalt Cement                  | 150/200 penetration grade |
- .6 The asphalt pavement mix temperature at the mixer discharge of the asphalt plant shall be between 125°C and 155°C.

**2.5 ASPHALT EMULSION SLURRY SEAL**

- .1 Asphalt Emulsion: SS-1 Emulsified Asphalt as manufactured by T.J. Pounder and Company Ltd., or equivalent.
- .2 Aggregate: Clean, hard, durable natural or manufactured sand; graded within the following limits:

<u>Sieve Size</u>	<u>Percent Passing</u>
2.36 mm	100
1.18 mm	60 -100
600 µm	40 - 80
300 µm	20 - 50
150 µm	10 - 30
75 µm	5 - 15

The aggregate blend shall have a sand equivalent of not less than 45 when tested in accordance with AASHTO T 176.

- .3 Mineral Filler: Non-plastic inert material, Portland cement or limestone dust.
- .4 Water: Clean, potable, free from foreign matter.
- .5 Materials shall be combined in the following proportions to provide a mixture of desired consistency: 10 parts aggregate; 1 part mineral filler; 2 parts water; 4½ parts asphalt emulsion.

**PART 3 EXECUTION****3.1 EXAMINATION**

- .1 Examine work in accordance with Section 01 70 00, Execution Requirements.

**3.2 PREPARATION OF SUB-GRADE**

- .1 Ensure rough grading has brought sub-grade to required elevation.
- .2 Remove and waste any organic material, loose fill or deleterious material from area of asphalt paving not excavated in accordance with Section 31 23 00 - Excavation, Filling, Grading.
- .3 Scarify subgrade where pavement is to be placed, to a depth of minimum 150 mm. Windrow loosened soil to one side. Thoroughly scarify exposed surface to a depth of 150 mm and compact to 98 percent of standard Proctor density at optimum moisture content. Rework the windrowed soil to as finely a divided condition as possible, spreading over compacted surfaces and compact to 98 percent of standard Proctor density at optimum moisture content. Any soft areas shall be excavated and replaced with granular fill compacted to a minimum of 98 percent of standard Proctor density at optimum moisture content.
- .4 Where existing granular material has been windrowed and retained for subgrade, incorporate such into the top 150 mm by mixing and blading and compact as specified in the preceding clause.
- .5 When a deficiency of moisture content exists, water and thoroughly mix subgrade until optimum moisture content is obtained. When excess of moisture exists, rework and aerate subgrade until optimum moisture content is obtained.
- .6 Before final rolling, shape entire section, add additional sub-soil as required and compact subgrade to provide grades, elevation and cross-section indicated on drawings. All points of finished subgrade surface must be within 10 mm of the theoretical section.
- .7 Final compaction of the sub-grade surface shall be done with pneumatic tire rollers. Rolling shall be continued until all loose soil is properly compacted.

- .8 Areas inaccessible by large compaction equipment shall be compacted by mechanical hand tampers.
- .9 After the sub-grade is compacted and finished, all unnecessary traffic shall be kept off. Should it be necessary to haul material over the completed subgrade, subgrade failures shall be repaired by the Contractor before placing the sub-base.

### 3.3 **PLACEMENT OF GRANULAR SUB-BASE COURSE AND STABILIZING BASE COURSE**

- .1 Bring granular sub-base and stabilizing base courses to required depths and profiles indicated on the drawings and as scheduled herein. The thickness of any compacted base course lift shall not be less than 75 mm and not greater than 150 mm. Compact each layer to 95 percent of standard Proctor density at optimum moisture content.
- .2 Materials shall be handled in a manner such that segregation of the coarser and finer fractions will not occur. Ensure granular sub-base course materials are not contaminated with deleterious materials.
- .3 Oversize material shall not be incorporated into the base course.
- .4 Base course shall not be spread and compacted if the atmospheric temperature is 2° C or colder.
- .5 When required, add water during compaction to bring stabilizing base course materials to optimum moisture content. When an excess moisture exists, rework and aerate stabilizing base course materials until optimum moisture content is obtained.
- .6 Properly compact areas adjacent to curbs, catch basins, manholes and other areas not accessible to rollers with approved mechanical or hand-tamping devices.
- .7 Any ruts or irregularities formed on the surface of any layer during compaction shall be bladed smooth during compaction operations. Ensure top surface of base course is true to lines and grades indicated on drawings, with all points within 10 mm of theoretical grade.
- .8 Failures in the sub-grade, sub-base course or base course, which develop on a section of work upon which base course has been deposited, shall be repaired at the expense of the Contractor.

### 3.4 **PRIMING PREPARED STABILIZING BASE COURSE**

- .1 Ensure stabilizing base course is dry and free of loose or foreign material before priming.
- .2 Asphalt prime coat shall be applied only when the surface to be treated is dry, when the weather is not foggy or rainy and when the surface temperature is 2° C or warmer.
- .3 Ensure primer is at a temperature recommended by the manufacturer. Apply primer over prepared stabilizing base course at a uniform rate so that asphalt can be absorbed by the surface in a 24 hour period without any excess flushing on the surface. The rate of application shall be between 0.75 to 1.50 litres per square metre. After a period of 24 hours, if any excess primer remains on the surface, the Contractor shall apply an approved sand, where necessary to blot up the excess asphalt. The sand cover, where used, shall consist of clean, granular, mineral material all of which shall pass a 5.0 mm (No. 4) sieve. Only sufficient sand shall be spread to blot up excess asphalt and such areas shall be broomed to remove excess sand before asphalt pavement is laid.
- .4 After the prime coat has been applied, it shall be left undisturbed and no asphalt pavement shall be laid for a period of 24 hours.
- .5 Maintain the primed surface until the surfacing course has been placed. Maintenance shall include spreading any additional sand and patching any breaks in the primed surface. Any areas of primed surface that have become fouled by traffic, or otherwise, shall be cleaned before paving. Weak spots that show up after the surface has been primed shall be repaired.
- .6 Concrete work adjacent to the roadway and roadway appurtenances shall be protected in a manner to prevent their being splattered or marred. In the event that any of the appurtenances become splattered or marred, the Contractor shall at his own expense remove all traces of asphaltic materials and have the appurtenances in as good condition as they were before the asphalt priming work began.

### 3.5 **PLACEMENT OF ASPHALT PAVEMENT**

- .1 Do not construct asphalt paving on desiccated and/or wet subgrade soil.
  - .2 Place asphalt pavement within 48 hours of priming stabilizing base course.
  - .3 Place asphalt pavement to a compacted depth as scheduled. The asphalt pavement mix shall be spread with a paving machine where at all possible.
-

- .4 Do not place asphalt pavement when surface temperature is 2° C or colder.
  - .5 Ensure asphalt pavement is minimum 120°C immediately after placing and prior to initial rolling.
  - .6 Contact faces of curbs, gutters, manholes, and sidewalks shall be coated with liquid asphalt before placing the asphalt pavement mix.
  - .7 The surface of the mat behind the paving machine shall not be torn and shall be smooth, true to cross section, and uniform in density and texture.
  - .8 If segregation occurs, the spreading operation shall be ceased, the cause determined and corrective action taken.
  - .9 Asphalt paving shall be placed in lifts not exceeding 50 mm thickness. Provide a light application (0.25 l/m<sup>2</sup> or less) emulsified asphalt on the underlying asphalt paving prior to placing the final lift. The surface of the underlying asphalt paving shall be thoroughly cleaned prior to this application.
  - .10 Each lift of asphalt mix shall be compacted to not less than ninety-seven percent (97%) of the laboratory compacted density as determined by the ASTM D2726 using a compaction of fifty (50) blows for each face. After the test samples are taken, the Contractor shall patch the hole with asphalt mix.
  - .11 Compact asphalt paving to required density with approved rolling equipment. Start compaction as soon as pavement will bear equipment without checking or undue displacement.
  - .12 Carry out compaction in three operations in class sequence. Ensure each pass of roller overlaps previous passes to ensure a smooth surface free of roller marks. Keep roller wheels sufficiently moist so as not to pick up any material.
  - .13 Perform hand-tamping in areas not accessible to the roller equipment.
  - .14 Care shall be used to ensure adequate compaction along the face of concrete curb or gutter without damaging the finished concrete. Damaged concrete work shall be replaced by the Contractor.
  - .15 Ensure all joints made during paving operations are straight, clean, vertical and free of broken or loose material. Prime vertical surfaces of joints to provide a tight waterproof bond.
  - .16 The finished surface of the mat shall be well-knit and free from waves, hairline cracks, roller marks, and other unevenness.
  - .17 Ensure surface of completed asphalt pavement is true to lines, profiles and elevations indicated on drawings and is free from depressions exceeding 3 mm when measured with a 3 metre straight edge. The asphalt concrete surface shall be within 5 mm of design elevation but not uniformly high or low.
- 3.6 **PLACEMENT OF ASPHALT EMULSION SLURRY COAT**
- .1 Place asphalt emulsion slurry coat to all areas of asphalt paving as indicated on the drawings.
  - .2 Apply asphalt emulsion slurry coat minimum 3 mm thick by spreader box or squeegee method.
- 3.7 **PROTECTION**
- .1 Prevent damage to buildings, landscaping, curbs, sidewalks, trees, fences and adjacent property. Make good any damage.
  - .2 Keep vehicular traffic off newly paved areas until asphalt paving properly set.
  - .3 Provide access to building at all times. Arrange asphalt paving schedule so as not to interfere with normal use of premises.
- 3.8 **SITE TESTS/INSPECTION**
- .1 Testing and inspection of asphalt pavement mix and testing of placed granular sub-base and stabilizing base course and asphalt pavement shall be performed by an independent firm, acceptable to the Consultant, appointed and paid for by the Contractor. Testing and inspection shall be performed so as to minimize disruption to the Work.
  - .2 Two copies of all test results shall be submitted to the Consultant, one copy of all test results shall be submitted to each the Contractor and this Sub-contractor.
  - .3 All tests performed shall be carried out according to the current ASTM standards.
  - .4 All sieve analysis in this specification shall refer to a wash sieve analysis.
  - .5 Allow the appointed testing firm access to the mixing plant for verification of weights or proportions, character of materials used and determination of temperatures used in the preparation of asphalt concrete mix.
  - .6 The testing firm will perform one compaction test for granular sub-base and stabilizing base course per 150 cubic metres of material or minimum of three tests for each area of asphalt
-

- paving and one sieve analysis for each source of material and one Proctor test for each source of material.
- .7 When granular sub-base and stabilizing base course, or portion thereof, has been placed and compacted to own satisfaction and in accordance with requirements, notify the testing firm to perform compaction tests. Do not place asphalt pavement until results have been verified and base course installation approved.
  - .8 If compaction tests indicate that stabilizing base course and/or asphalt paving do not meet specified requirements, remove defective work, replace and retest at own expense, as directed by the Consultant.
  - .9 Plant Mix Asphalt Pavement: One extraction test per 1 000 tonnes of mix or minimum one per day's operation. One Marshall test per 1 000 tonnes of mix. Asphalt pavement cores shall be tested for thickness, density, asphalt cement content and air voids. Minimum core tests are to be done once per every 1 000 tonnes of asphalt mix placed or minimum one per day's operation. Test results which do not meet requirements will be averaged with results from two (2) additional core tests from the same area. Average results from these three (3) core tests must meet the specified values or tolerances. The costs of any additional testing shall be the responsibility of the Contractor.
  - .10 This Subcontractor shall notify Consultant in writing at least 24 hours before commencement of each of the following operations:
    - .1 Subgrade compaction or granular sub-base compaction.
    - .2 Stabilizing base course spreading and compaction.
    - .3 Base course priming.
    - .4 Asphalt pavement placement.
    - .5 Asphalt emulsion slurry coat placement.

### 3.9 SCHEDULE

- .1 Asphalt Paving:
  - .1 Asphalt Paving: 75 mm thick.
  - .2 Stabilizing Base Course: 150 mm thick.
  - .3 Granular Sub-base: 250 mm thick.

**END OF SECTION**

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**PART 1 GENERAL****1.1 SECTION INCLUDES**

- .1 Chain link fence, fabric and posts.
- .2 Concrete base for posts.

**1.2 RELATED SECTIONS**

- .1 Cast-in-place concrete

Section 03 30 00

**1.3 REFERENCES**

- .1 Canadian General Standards Board
  - .1 CAN/CGSB-138.1-96 - Fabric for Chain Link Fence
  - .2 CAN/CGSB-138.2-96 - Steel Framework for Chain Link Fence
  - .3 CAN/CGSB-138.3-96 - Installation of Chain Link Fence
  - .4 CAN/CGSB-138.4-96 - Gates for Chain Link Fence

**PART 2 PRODUCTS****2.1 MATERIALS**

- .1 Chain-link Fence Fabric: To CAN/CGSB-138.1, 50 mm diamond mesh, interwoven, 2.5 mm top selvage twisted tight, bottom selvage knuckle end closed, galvanized to 366 g/sq m.
- .2 Posts And Rails: To CAN/CGSB-138.2, galvanized steel pipe, heavy style. Posts and rails shall be of sufficient strength to carry all "live and dead" loads without visual deflection or buckling.
  - .1 Line Posts: 60 mm diameter.
  - .2 Gate Posts: 90 mm diameter (gates up to 3 m wide), 165 mm (gates wider than 3 m).
  - .3 Corner, Straining Posts And End Posts: 75 mm diameter.
  - .4 Top and Brace Rail: 42 mm diameter, plain end, sleeve coupled.
- .3 Fittings And Hardware: Cast aluminum alloy, galvanized steel or malleable or ductile cast iron. Post caps to provide waterproof fit, to fasten securely over posts and to carry top rail. Turnbuckles to be drop forged.
- .4 Tension Wire: Single strand, galvanized steel wire, 5.0 mm diameter.
- .5 Tie Wire: Single strand, galvanized steel wire, 3.5 mm diameter.
- .6 Tension Bar: 5 x 16 mm minimum galvanized steel.
- .7 Tension Bar Bands: 3 x 16 mm minimum galvanized steel.

**2.2 CONCRETE MIX**

- .1 Concrete: To Section 03 30 00.
  - .1 Compressive strength 20 MPa minimum at 28 days.

**PART 3 EXECUTION****3.1 EXAMINATION**

- .1 Examine work in accordance with Section 01 70 00, Execution Requirements.

**3.2 INSTALLATION**

- .1 Excavate post holes to dimensions indicated.
  - .2 Space line posts 3 m apart, measured parallel to ground surface.
  - .3 Space straining posts at equal intervals not exceeding 150 m if distance between end or corner posts is greater than 150 m.
  - .4 Install additional straining posts at sharp changes in grade and where directed by Consultant.
  - .5 Install corner post where change in alignment exceeds 10 .
  - .6 Install end posts at end of fence and at buildings. Install gate posts on both sides of gate openings.
-

- .7 Embed posts into concrete to depths indicated. Extend concrete 50 mm above ground level and slope to drain away from posts. Brace to hold posts in plumb position and true to alignment and elevation until concrete has set.
- .8 Do not install fence fabric until concrete has cured a minimum of five (5) days.
- .9 Install brace between end and gate posts and nearest line post, placed in centre of panel and parallel to ground surface. Install braces on both sides of corner and straining posts in similar manner.
- .10 Install top rail between posts and fasten securely to posts and secure waterproof caps and overhang tops.
- .11 Install bottom tension wire, stretch tightly and fasten securely to end, corner, gate and straining posts with turnbuckles and tension bar bands.
- .12 Lay out fence fabric. Stretch tightly to tension recommended by manufacturer and fasten to end, corner, gate and straining posts with tension bar secured to post with tension bar bands spaced at 300 mm intervals. Knuckled selvedge at bottom. Twisted selvedge at top.
- .13 Secure fabric to top rails, line posts and bottom tension wire with tie wires at 450 mm intervals. Give tie wires minimum two twists.

### 3.3 REPAIRS/RESTORATION

- .1 Clean damaged surfaces with wire brush removing loose and cracked coatings. Apply two coats of organic zinc-rich paint to damaged areas. Pre-treat damaged surfaces according to manufacturers' instructions for zinc-rich paint.

### 3.4 CLEANING

- .1 Clean and trim areas disturbed by operations. Dispose of surplus material [and replace damaged turf with sod].

### 3.5 SCHEDULE

Component	Height	Top	Gauge of Fabric	Concrete Base for Posts		
				Base Dia.	Base Depth	Post Embed.
2400 Fence	2400	top rail	3.55 mm	300	1650	1500
Fence Gates	match fence	match fence	3.55 mm	300	1650	1500

END OF SECTION

**PART 1 GENERAL****1.1 SECTION INCLUDES**

- .1 Supply and installation of mulches.

**1.2 SAMPLES**

- .1 Submit samples in accordance with Section 01 33 00, Submittal Procedures.
- .2 Submit a minimum of 2 verification samples of cedar mulch required for the project.

**1.3 DELIVERY, STORAGE AND HANDLING**

- .1 Deliver and store all materials in accordance with Section 01 65 00, Product Delivery Requirements.

**PART 2 PRODUCTS****2.1 WOOD MULCH**

- .1 Untreated shredded fibres or chips, to Consultant approved sample.

**PART 3 EXECUTION****3.1 INSTALLATION**

- .1 Mulch shrub beds and individual trees and shrubs.
- .2 Minimum uniform compacted mulch depths:
  - .1 Irrigated areas: 50 mm.
  - .2 Non-irrigated areas: 100 mm.
- .3 Remove weeds prior to mulching.
- .4 Do not install mulch within 100 mm of tree trunks.
- .5 Taper mulch layer at base of shrubs to provide a 100 mm diameter saucer centred on the shrub, with no mulch directly on the base of the stem(s).
- .6 Finish by hosing down to settle in place.

**END OF SECTION**

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**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 than 15 days following

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

6.2.1.2 the receipt by the 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.



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## **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.