

INVITATION TO TENDER

RETURN BIDS TO:

Bid Receiving / Agriculture and Agri-Food Canada

Agriculture and Agri-Food Canada
 Eastern Service Centre
 Tender Receiving Unit
 2001 Robert-Bourassa Blvd., Suite 671-TEN
 Montréal, Quebec
 H3A 3N2

TENDER TO:

Agriculture and Agri-Food Canada

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

Comments

Title Parking Lots Rehabilitation and Lighting Upgrade (Lot #1) – Quebec City		
Solicitation No. 01B46-15-0147		Date 2015-10-07
Client Reference No. A643		
File No. 01B46-15-0147		
Solicitation Closes: Wednesday, October 21, 2015, at 02:00 PM, EDT.		
F.O.B <input type="radio"/> Plant <input checked="" type="radio"/> Destination <input type="radio"/> Other		
Address Enquiries to: Samuel Archambault		
Title: Agent des contrats		
Email: samuel.archambault@agr.gc.ca		
Telephone Number	Ext.	Fax Number
514 315-6139		514 283-3143
Destination Soils and Crops Research and Development Centre (SCRDC) 2560 Hochelaga Boulevard Quebec, Quebec, G1V 2J3		

Instructions: See Herein

Delivery Required December 11, 2015	Delivery Offered	
Vendor / Firm Name and Address		
Telephone Number	Ext.	Fax Number
Name and title of person authorized to sign on behalf of Vendor / Firm (type or print)		
Signature _____		Date _____

ISSUING OFFICE

Agriculture and Agri-Food Canada
 Eastern Service Centre
 Tender Receiving Unit
 2001 Robert-Bourassa Blvd., Suite 671-TEN
 Montréal, Quebec
 H3A 3N2



TABLE OF CONTENTS

1. Invitation to Tender
2. Appendix "A" / General Instructions to Bidders
3. Appendix "B" / Special Instructions to Bidders
4. Appendix "C" / Bid and Acceptance Form
5. Appendix "D" / Major Works - General Conditions
6. Appendix "E" / Technical Specifications & Plans
7. Appendix "F" / Insurance Terms
8. Appendix "G" / Contract Documents
9. Appendix "H" / Contract

Forms

- Bid Bond
- Certificate of Insurance
- Labour and Material Payment Bond
- Performance Bond
- T4-A Certification



Appendix "A"

GENERAL INSTRUCTIONS TO BIDDERS

GENERAL INSTRUCTIONS TO BIDDERS

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

GI01 COMPLETION OF BID

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

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

GI02 IDENTITY OR LEGAL CAPACITY OF THE BIDDER

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

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

GI03 APPLICABLE TAXES

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

GI04 CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES

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

GI05 REGISTRY AND PRE-QUALIFICATION OF FLOATING PLANT

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

GI06 LISTING OF SUBCONTRACTORS AND SUPPLIERS

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

GI07 BID SECURITY REQUIREMENTS

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

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

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

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

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

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

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

GI08 SUBMISSION OF BID

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

GI09 REVISION OF BID

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

GI10 REJECTION OF BID

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

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

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

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

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

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

GI11 BID COSTS

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

GI12 COMPLIANCE WITH APPLICABLE LAWS

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

GI13 APPROVAL OF ALTERNATIVE MATERIALS

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

GI14 CONFLICT OF INTEREST - UNFAIR ADVANTAGE

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

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

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



Appendix "B"

SPECIAL INSTRUCTIONS TO BIDDERS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01	Bid Documents
SI02	Enquiries during the Solicitation Period
SI03	Non-Mandatory Site Visit
S104	Revision of Bid
S105	Bid Results
SI06	Insufficient Funds
SI07	Bid Validity Period
SI08	Construction Documents
SI09	Web Sites
SI10	Personnel Security Requirements

SI01 BID DOCUMENTS

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

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

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

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

SI03 NON-MANDATORY SITE VISIT

- 1) There will be a site visit on wednesday, October, 14, 2015 at 10:30 AM PM EDT.

SPECIAL INSTRUCTIONS TO BIDDERS (Continued)

Interested bidders are to meet at:

Soils and Crops Research and Development Centre
(SCRDC)
2560 Hochelaga Boulevard
Quebec, Quebec,
G1V 2J3

SI04 REVISION OF BID

- 1) A bid may be revised by letter or facsimile in accordance with GI09 of the GENERAL INSTRUCTIONS TO BIDDERS. The facsimile number for receipt of revisions is 514 283-3143 .

SI05 BID RESULTS

- 1) Following bid closing, bid results may be obtained from the bid receiving office by email at samuel.archambault@agr.gc.ca .

SI06 INSUFFICIENT FUNDING

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

SI07 BID VALIDITY PERIOD

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

SPECIAL INSTRUCTIONS TO BIDDERS (Continued)

SI08 CONSTRUCTION DOCUMENTS

- 1) The successful contractor will be provided with one paper copy of the sealed and signed plans, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum of three (3), will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

SI09 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies

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

Canadian economic sanctions

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

SI10 PERSONNEL SECURITY REQUIREMENTS

- 1) The successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work pursuant to the subsequent contract, must meet the following contract security requirements:
 - Unscreened personnel may be used for the work. Unscreened personnel will not need an escort.



Appendix "C"

BID AND ACCEPTANCE FORM

BID AND ACCEPTANCE FORM

CONSTRUCTION CONTRACT - MAJOR WORKS

BA01 IDENTIFICATION					
Description of the Work The project consists of the renovation of front and rear parking lots of the SCRDC of Agriculture and AgriFood Canada. The works to be performed will include, without limitation, removing the concrete curbs and existing asphalt, redo concrete curbs and sidewalks, reprofile and compact the top layer of backfill, install a new asphalt paving, tracing parking lines, replace exterior lighting, and other related work.					
Solicitation Number 01B46-15-0147			File / Project Number A643		
BA02 BUSINESS NAME AND ADDRESS OF BIDDER					
Name					
Address					
Unit/Suite/Apt.	Street number	Number suffix	Street name	Street type	Street direction
PO Box or Route Number			Municipality (City, Town, etc.)	Province	Postal code
Phone number		Fax number		Email address	
BA03 THE OFFER					
1) The Bidder offers to Canada as represented by the Minister of Agriculture and Agri-food Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the Total Bid Amount of: \$ _____ excluding Applicable Taxes (GST/HST/QST). (to be expressed in numbers only)					
BA04 BID VALIDITY PERIOD					
1) The bid shall not be withdrawn for a period of <u>60</u> days following the date of solicitation closing.					
BA05 APPENDICES					
1) The following appendices are included in this Bid and Acceptance Form: <input checked="" type="checkbox"/> Appendix 2					
BA06 ACCEPTANCE AND CONTRACT					
1) Upon acceptance of the Bidder's offer by Canada, a binding Contract shall be formed between Canada and the resulting Contractor. The documents forming the Contract shall be the contract documents referred to in SC01 CONTRACT DOCUMENTS.					
BA07 CONSTRUCTION TIME					
1) The Contractor shall perform and complete the Work <u>on or before</u> <u>2015-12-11</u>					
BA08 BID SECURITY					
1) The Bidder shall enclose bid security with its bid in accordance with GI07 BID SECURITY REQUIREMENTS.					
2) If a security deposit is furnished as bid security, it shall be forfeited in the event that the bid is accepted by Canada and the Contractor fails to provide Contract Security in accordance with GC9 CONTRACT SECURITY, provided that Canada may, if it is in the public interest, waive the right of Canada to forfeiture any or all of the security deposit.					

BA09 SIGNATURE

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

BID AND ACCEPTANCE FORM
CONSTRUCTION CONTRACT - MAJOR WORKS
APPENDIX 2

LIST OF SUBCONTRACTORS

The Bidder will subcontract the parts of the work listed below to the subcontractor named for each part. The Bidder agrees not to make changes in the list of subcontractors without the written consent of the Departmental Representative. The Bidder understands that for each part of the work, if more than one subcontractor is named, or no subcontractor is named, or, the Bidder fails to state that the work will be done by its own forces where applicable, the bid will be subject to disqualification.

LIST OF EQUIPMENT

N/A

LIST OF MATERIALS

N/A



Appendix "D"

MAJOR WORKS - GENERAL CONDITIONS



MAJOR WORKS – GENERAL CONDITIONS

Page 1 of 54

MAJOR WORKS GENERAL CONDITIONS FORM AAFC 5321:

Revision Date

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

GC1 GENERAL PROVISIONS

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

GC1.1 INTERPRETATION

GC1.1.1 Headings and References

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

GC1.1.2 Terminology

- 1) In the Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Work" means, subject only to any express stipulation in the Contract to the contrary, everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contract in accordance with the contract documents; and

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

GC1.1.3 Application of Certain Provisions

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

GC1.1.4 Substantial Performance

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

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

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

GC1.1.5 Completion

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

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

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

GC1.2.2 Order of Precedence

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

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

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

GC1.2.3 Security and Protection of Documents and Work

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

GC1.3 STATUS OF THE CONTRACTOR

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

- 2) The Contractor, its subcontractors and suppliers and any other person at any tier and their employees are not engaged by the Contract as employees, servants or agents of Canada.
- 3) For the purposes of the contract the Contractor shall be solely responsible for any and all payments and deductions required to be made by law including those required for Canada or Quebec Pension Plans, Employment Insurance, Worker's Compensation, provincial health or insurance plans, and Income Tax.

GC1.4 RIGHTS AND REMEDIES

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

GC1.5 TIME OF THE ESSENCE

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

GC1.6 INDEMNIFICATION BY THE CONTRACTOR

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

GC1.7 INDEMNIFICATION BY CANADA

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

GC1.8 LAWS, PERMITS AND TAXES

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

- 12) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- 13) In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Amount, the Contract Amount will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Amount if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
- 14) Tax Withholding of 15 Percent – Canada Revenue Agency

Pursuant to the [Income Tax Act](#), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](#), Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

GC1.9 WORKERS' COMPENSATION

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

GC1.10 NATIONAL SECURITY

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

GC1.11 UNSUITABLE WORKERS

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

GC1.12 PUBLIC CEREMONIES AND SIGNS

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

GC1.13 CONFLICT OF INTEREST

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

GC1.14 AGREEMENTS AND AMENDMENTS

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

GC1.15 SUCCESSION

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

GC1.16 ASSIGNMENT

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

GC1.17 NO BRIBE

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

GC1.18 CERTIFICATION - CONTINGENCY FEES

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

GC1.19 INTERNATIONAL SANCTIONS

- 1) Persons and companies in Canada, and Canadians outside of Canada are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#)
- 2) It is a condition of the Contract that the Contractor not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 3) By law, the Contractor must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the Contractor may request that the Contract be terminated in accordance with GC7.3 TERMINATION OF CONTRACT.

GC2 ADMINISTRATION OF THE CONTRACT

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

GC2.1 DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

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

GC2.2 INTERPRETATION OF CONTRACT

- 1) If, at any time before Canada has issued a Certificate of Completion, any question arises between the parties about whether anything has been done as required by the Contract or about what the Contractor is required by the Contract to do, and in particular but without limiting the generality of the foregoing, about
 - (a) the meaning of anything in the drawings and specifications;
 - (b) the meaning to be given to the drawings and specifications in case of any error therein, omission therefrom, or obscurity or discrepancy in their wording or intention;
 - (c) whether or not the quality or quantity of any Material or workmanship supplied or proposed to be supplied by the Contractor meets the requirements of the Contract;
 - (d) whether or not the labour, Plant or Material performed, used and supplied by the Contractor for performing the Work and carrying out the Contract are adequate to ensure that the Work shall be performed in accordance with the Contract and that the Contract shall be carried out in accordance with its terms;
 - (e) what quantity of any of the Work has been completed by the Contractor; or
 - (f) the timing and scheduling of the various phases of the performance of the Work as specified in the Contract;

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

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

GC2.3 NOTICES

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

GC2.4 SITE MEETINGS

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

GC2.5 REVIEW AND INSPECTION OF WORK

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

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

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

GC2.6 SUPERINTENDENT

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

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

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

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

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

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

GC2.8 ACCOUNTS AND AUDITS

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

GC3 EXECUTION AND CONTROL OF THE WORK

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

GC3.1 PROGRESS SCHEDULE

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

GC3.2 ERRORS AND OMISSIONS

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

GC3.3 CONSTRUCTION SAFETY

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

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

GC3.4 EXECUTION OF THE WORK

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

GC3.5 MATERIAL

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

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

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

GC3.6 SUBCONTRACTING

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

GC3.7 CONSTRUCTION BY OTHER CONTRACTORS OR WORKERS

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

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

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

GC3.8 LABOUR

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

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

GC3.9 TRUCK HAULAGE RATES

CANCELLED

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

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

GC3.11 DEFECTIVE WORK

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

GC3.12 CLEANUP OF SITE

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

GC3.13 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK

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

GC4 PROTECTIVE MEASURES

GC4.1 PROTECTION OF WORK AND PROPERTY

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

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

GC4.4 CONTAMINATED SITE CONDITIONS

GC4.1 PROTECTION OF WORK AND PROPERTY

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

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

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

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

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

GC4.4 CONTAMINATED SITE CONDITIONS

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

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

GC5 TERMS OF PAYMENT

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

GC5.1 INTERPRETATION

In these Terms of Payment

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

GC5.2 AMOUNT PAYABLE

- 1) Subject to any other provisions of the Contract, Canada shall pay the Contractor, at the times and in the manner hereinafter set out, the amount by which the amounts payable by Canada to the Contractor in accordance with the Contract exceed the amounts payable by the Contractor to Canada, and the Contractor shall accept that amount as payment in full satisfaction for everything furnished and done by the Contractor in respect of the Work to which the payment relates.
- 2) When making any payment to the Contractor, the failure of Canada to deduct an amount payable to Canada by the Contractor shall not constitute a waiver of the right to do so, or an admission of lack of entitlement to do so in any subsequent payment to the Contractor.

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

GC5.3 INCREASED OR DECREASED COSTS

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

GC5.4 PROGRESS PAYMENT

- 1) On the expiration of a payment period, the Contractor shall deliver to Canada
 - (a) a written progress claim in a form acceptable to Canada that fully describes any part of the Work that has been completed, and any Material that was delivered to the Work site but not incorporated into the Work, during that payment period, and
 - (b) a completed and signed statutory declaration containing a declaration that, up to the date of the progress claim, the Contractor has complied with all lawful obligations with

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

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

GC5.5 SUBSTANTIAL PERFORMANCE OF THE WORK

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

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

whichever is later.

GC5.6 FINAL COMPLETION

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

- (b) 15 days after the Contractor has delivered to Canada
 - (i) a statutory declaration which contains a declaration by the Contractor that all of the Contractor's lawful obligations and any lawful claims against the Contractor that arose out of the performance of the Contract have been discharged and satisfied; and
 - (ii) evidence of compliance with workers' compensation legislation in accordance with GC1.9 WORKERS' COMPENSATION;

whichever is later.

GC5.7 PAYMENT NOT BINDING ON CANADA

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

GC5.8 CLAIMS AND OBLIGATIONS

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

- (b) a claimant need not comply with the provisions of such legislation, setting out the steps by way of notice, registration or otherwise as might have been necessary to preserve or perfect any claim for lien or privilege which the claimant might have had; and
 - (c) for the purposes of determining the entitlement of a claimant, the notice required by paragraph 8) of GC5.8 shall be deemed to replace the registration or provision of notice after the performance of work as required by any applicable legislation and no claim shall be deemed to have expired, become void or unenforceable by reason of the claimant not commencing any action within the time prescribed by such legislation.
- 6) The Contractor shall, at the request of any claimant, submit to binding arbitration those questions that need to be answered to establish the entitlement of the claimant to payment. The arbitration shall have as parties to it any Subcontractor or Supplier to whom the claimant supplied Material, performed work or rented equipment should such Subcontractor or Supplier wish to be adjoined, and Canada shall not be a party to such arbitration. Subject to any agreement between the Contractor and the claimant, the arbitration shall be conducted in accordance with the governing Provincial or Territorial legislation applicable to the site of the Work.
- 7) Paragraph 3) of GC5.8 shall apply only to claims and obligations
- (a) the notification of which has set forth the amount claimed to be owing and the person who by contract is primarily liable and has been received by Canada in writing before final payment is made to the Contractor pursuant to GC5.6 FINAL COMPLETION, and within 120 days of the date on which the claimant
 - (i) should have been paid in full under the claimant's contract with the Contractor, its Subcontractor or Supplier if the claim is for money that was lawfully required to be held back from the claimant; or
 - (ii) performed the last of the services, work or labour, or furnished the last of the Material pursuant to the claimant's contract with the Contractor or its Subcontractor or Supplier where the claim is for money not lawfully required to be held back from the claimant; and
 - (b) the proceedings to determine the right to payment of which, pursuant to paragraph 5) of GC5.8, shall have commenced within one year from the date that the notification required by subparagraph 7)(a) of GC5.8 was received by Canada.
- 8) Upon receipt of a notice of claim, Canada may withhold, from any amount that is due and payable to the Contractor pursuant to the Contract, the full amount of the claim or any portion thereof.
- 9) Canada shall notify the Contractor in writing in a timely manner of receipt of any claim and of the intention of Canada to withhold funds. At any time thereafter and until payment is made to the claimant, the Contractor may be entitled to post, with Canada, security in a form acceptable to Canada in an amount equal to the value of the claim, and upon receipt of such security Canada shall release to the Contractor any funds that would be otherwise payable to the Contractor, that were withheld pursuant to the provisions of this clause in respect of the claim of any claimant for whom the security stands.

GC5.9 RIGHT OF SETOFF

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

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

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

GC5.10 ASSESSMENTS AND DAMAGES FOR LATE COMPLETION

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

GC5.11 DELAY IN MAKING PAYMENT

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

- 3) Interest shall be paid without demand by the Contractor except that
 - (a) in respect of amounts that are less than 15 days overdue, no interest shall be paid in respect of payment made within such 15 days unless the Contractor so demands after such amounts have become due and payable; and
 - (b) interest shall not be payable or paid on overdue advance payments, if any.

GC5.12 INTEREST ON SETTLED CLAIMS

- 1) For the purposes of this clause, a claim means a disputed amount subject to negotiation between Canada and the Contractor under the Contract.
- 2) A claim is deemed to have been settled when an agreement in writing is signed by Canada and the Contractor setting out the amount of the claim to be paid by Canada and the items of work for which the said amount is to be paid.
- 3) A settled claim is deemed to be outstanding from the day immediately following the date the said claim would have been due and payable under the Contract had it not been disputed.
- 4) Canada shall pay to the Contractor simple interest on the amount of a settled claim at the Average Bank Rate plus 3 percent per annum from the date the settled claim was deemed to be outstanding until the day prior to the date of payment.

GC5.13 RETURN OF SECURITY DEPOSIT

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

GC6 DELAYS AND CHANGES IN THE WORK

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

GC6.1 CHANGES IN THE WORK

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

GC6.2 CHANGES IN SUBSURFACE CONDITIONS

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

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

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

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

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

GC6.4 DETERMINATION OF PRICE

GC6.4.1 Price Determination Prior to Undertaking Changes

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

GC6.4.2 Price Determination Following Completion of Changes

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

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

GC6.4.3 Price Determination - Variations in Tended Quantities

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

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

GC6.5 DELAYS AND EXTENSION OF TIME

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

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

GC7 DEFAULT, SUSPENSION OR TERMINATION OF CONTRACT

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

GC7.2 SUSPENSION OF WORK

GC7.3 TERMINATION OF CONTRACT

GC7.4 SECURITY DEPOSIT - FORFEITURE OR RETURN

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

- 1) By giving notice in writing to the Contractor in accordance with GC2.3 NOTICES, Canada, without any other authorization, may take all or any part of the Work out of the Contractor's hands, and may employ such means as Canada sees fit to have the Work completed if the Contractor:
 - (a) fails to remedy any delay in the commencement or default in the diligent performance of the Work to the satisfaction of Canada within six days of Canada giving notice to the Contractor in writing in accordance with GC2.3 NOTICES;
 - (b) defaults in the completion of any part of the Work within the time fixed for its completion by the Contract;
 - (c) becomes insolvent, or has committed an act of bankruptcy, and has neither made a proposal to its creditors nor filed a notice of intention to make such a proposal, pursuant to the [*Bankruptcy and Insolvency Act*](#);
 - (d) abandons the work;
 - (e) makes an assignment of the Contract without the consent required by GC1.16 ASSIGNMENT; or
 - (f) otherwise fails to observe or perform any of the provisions of the Contract.
- 2) If the whole or any part of the Work is taken out of the Contractor's hands, the Contractor's right to any further payment that is due or accruing due under the Contract is, subject only to paragraph 3) of GC7.1, extinguished, and the Contractor is liable to pay Canada, upon demand, an amount that is equal to the amount of all loss and damage incurred or sustained by Canada in respect of the Contractor's failure to complete the Work.
- 3) If the whole or any part of the Work that is taken out of the Contractor's hands is completed by Canada, Canada may pay the Contractor the amount, if any, of the holdback or a progress claim as determined by Canada that had accrued and was due prior to the date on which the Work was taken out of the Contractor's hands and that is not required for the purposes of having the Work performed or of compensating Canada for any other loss or damage incurred or sustained by reason of the Contractor's default.
- 4) The taking of the Work or any part thereof out of the Contractor's hands does not relieve the Contractor from any obligation under the Contract or imposed by law except the obligation to complete the performance of that part of the Work that was taken out of the Contractor's hands.
- 5) If the Work or any part thereof is taken out of the Contractor's hands, all Plant and Material and the interest of the Contractor, or its suppliers or subcontractors at any tier, in all real property, licences, powers and privileges acquired, used or provided by the Contractor, or its suppliers or subcontractors at any tier, under the Contract shall continue to be the property of Canada without compensation.

- 6) When Canada certifies that any Plant, Material, or any interest of the Contractor is no longer required for the purposes of the Work, or that it is not in the interests of Canada to retain that Plant, Material, or interest, it shall revert to the Contractor.
- 7) If the Contractor has become insolvent or has committed an act of bankruptcy, and has either made a proposal to its creditors or filed a notice of intention to make such a proposal, pursuant to the Bankruptcy and Insolvency Act, the Contractor shall immediately forward a copy of the proposal or the notice of intention to Canada.

GC7.2 SUSPENSION OF WORK

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

GC7.3 TERMINATION OF CONTRACT

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

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

GC7.4 SECURITY DEPOSIT - FORFEITURE OR RETURN

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

GC8 DISPUTE RESOLUTION

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

GC8.1 INTERPRETATION

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

GC8.2 CONSULTATION AND CO-OPERATION

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

GC8.3 NOTICE OF DISPUTE

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

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

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

GC8.4 NEGOTIATION

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

GC8.5 MEDIATION

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

GC8.6 CONFIDENTIALITY

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

GC8.7 SETTLEMENT

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

GC8.8 RULES FOR MEDIATION OF DISPUTES

GC8.8.1 Interpretation

In these Rules

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

GC8.8.2 Application

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

GC8.8.3 Communication

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

GC8.8.4 Appointment of Project Mediator

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

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

GC8.8.5 Confidentiality

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

GC8.8.6 Time and Place of Mediation

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

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

GC8.8.7 Representation

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

GC8.8.8 Procedure

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

GC8.8.9 Settlement Agreement

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

GC8.8.10 Termination of Mediation

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

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

GC8.8.11 Costs

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

GC8.8.12 Subsequent Proceedings

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

GC9 CONTRACT SECURITY

GC9.1 OBLIGATION TO PROVIDE CONTRACT SECURITY

GC9.2 TYPES AND AMOUNTS OF CONTRACT SECURITY

GC9.1 OBLIGATION TO PROVIDE CONTRACT SECURITY

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

GC9.2 TYPES AND AMOUNTS OF CONTRACT SECURITY

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

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

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

GC10 INSURANCE

GC10.1 INSURANCE CONTRACTS

GC10.2 INSURANCE PROCEEDS

GC10.1 INSURANCE CONTRACTS

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

GC10.2 INSURANCE PROCEEDS

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

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



Appendix "E"

TECHNICAL SPECIFICATIONS & PLANS

Government of Canada

Agriculture and Agri-Food Canada Refecton parking – Lot 1

2560, boul. Hochelaga,
Quebec, QC, G1V2J3
Project N° : A 643

Specifications Civil- Electrical FOR TENDER

Gaétan Roy, ing. civil

Louis-David Houle, ing. electrical

Les Services **exp** inc.
5400, boul. des Galeries, bureau 205
Quebec (Quebec) G2K 2B4
CANADA
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Quebec City, October 1st, 2015

Section Number	Section Title	No. of pages
SECTION 00 01 10	TABLE OF CONTENTS	2
SECTION 01 11 10	SUMMARY OF WORK	2
SECTION 01 33 00	SUBMITTAL PROCEDURES	5
SECTION 01 35 29.06	HEALTH AND SAFETY / REQUIREMENTS	3
SECTION 01 45 00	QUALITY CONTROL	2
SECTION 01 52 00	CONSTRUCTION FACILITIES	3
SECTION 01 56 00	TEMPORARY BARRIERS AND ENCLOSURES	2
SECTION 01 74 11	CLEANING	2
SECTION 01 74 21	CONSTRUCTION/DEMOLITION WASTE MANAGEMENT AND DISPOSAL	4
SECTION 01 78 00	CLOSEOUT SUBMITTALS	7
SECTION 02 41 13.14	ASPHALT PAVING REMOVAL	2
SECTION 02 41 17	STRUCTURE DEMOLITION (SHORT FORM)	3
SECTION 03 30 00.01	CAST-IN-PLACE CONCRETE	3
SECTION 26 05 00	COMMON WORK RESULTS FOR ELECTRICAL	8
SECTION 26 05 21	WIRES AND CABLES (0-1000V)	3
SECTION 26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	2
SECTION 26 05 31	SPLITTERS, JUNCTION, PULL BOXES AND CABINETS	1
SECTION 26 05 32	OUTLET BOXES, CONDUIT BOXES AND FITTINGS	2
SECTION 26 05 34	CONDUITS, CONDUIT FASTENING AND CONDUITS FITTINGS	4
SECTION 26 27 26	WIRING DEVICES	4
SECTION 31 00 99	EARTHWORK FOR MINOR WOKRS	4
SECTION 32 11 16 01	GRANULAR BASE AND SUB-BASE	3

SECTION	32 12 16	ASPHALT PAVING	2
SECTION	32 16 15	CONCRETE WALKS AND CURBS	4
SECTION	32 91 19.13	TOPSOIL PLACEMENT AND GRADING	2
SECTION	32 92 23	SODDING	3

END OF SECTION

Part 1 General

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- .1 Work of this Contract consist of the refecton parking front and rear, improving their lighting, extension of parking spaces next to the Building A, moving the curve of the delivery path to increase the radius of curvature, extension of parking spaces next to the Building D and development of the container sector.
- .2 The work will also include the marking (lines, numbers and symbols) according to plans.
- .3 Upon completion of project, reinstate areas affected by Work to condition which existed prior to beginning of Work.

1.2 ORDER OF WORKS

- .1 Perform the Construct Work so that the Owner can use the buildings during work.
- .2 Parking will not be used during work.
- .3 Construct Work in stages to provide for continuous public usage.
- .4 Maintain fire access/control.

1.3 CONTRACTOR USE OF PREMISES

- .1 Perform the work day of the week except holidays, from 7 am to 17h.
- .2 Co-ordinate use of premises under direction of Owner.

1.4 OWNER OCCUPANCY

- .1 Co-operate with Owner in scheduling operations to minimize conflict and to facilitate Owner usage.

1.5 SITE MEETING

- .1 The Departmental Representative will organize and fix the hours of site meetings and will undertake to prepare and distribute the meeting minutes.

1.6 EXISTING SERVICES

- .1 Establish location and extent of service lines in area of work before starting Work.

1.7 DOCUMENTS REQUIRED

- .1 Maintain at job site, one copy each document as follows:
 - .1 Contract Drawings.
 - .2 Specifications.
 - .3 Addenda.
 - .4 Reviewed Shop Drawings.

- .5 List of Outstanding Shop Drawings.
- .6 Change Orders.
- .7 Other Modifications to Contract.
- .8 Field Test Reports.
- .9 Copy of Approved Work Schedule.
- .10 Health and Safety Plan and Other Safety Related Documents.
- .11 Other documents as specified.

Part 2 Products

2.1 NOT USED

- .1 Not used.

Part 3 Execution

3.1 NOT USED

- .1 Not used.

END OF SECTION

Part 1 General

1.1 ADMINISTRATIVE

- .1 Submit to Departmental Representative submittals listed for review. Submit promptly and in orderly sequence to not cause delay in Work. Failure to submit in ample time is not considered sufficient reason for extension of Contract Time and no claim for extension by reason of such default will be allowed.
- .2 Do not proceed with Work affected by submittal until review is complete.
- .3 Present shop drawings, product data, samples and mock-ups in SI Metric units.
- .4 Where items or information is not produced in SI Metric units converted values are acceptable.
- .5 Review submittals prior to submission to Departmental Representative. 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 Work and Contract Documents. Submittals not stamped, signed, dated and identified as to specific project will be returned without being examined and considered rejected.
- .6 Notify Departmental Representative, in writing at time of submission, identifying deviations from requirements of Contract Documents stating reasons for deviations.
- .7 Verify field measurements and affected adjacent Work are co-ordinated.
- .8 Contractor's responsibility for errors and omissions in submission is not relieved by Departmental Representative's review of submittals.
- .9 Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by Departmental Representative review.
- .10 Keep one reviewed copy of each submission on site.

1.2 SHOP DRAWINGS AND PRODUCT DATA

- .1 Refer to CCDC 2 GC 3.11.
- .2 The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by Contractor to illustrate details of a portion of Work.
- .3 Submit drawings stamped and signed by professional engineer registered or licensed in the Province of Quebec, Canada.
- .4 Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of Work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been co-ordinated, regardless of Section under which adjacent items will be supplied and installed. Indicate cross references to design drawings and specifications.

- .5 Allow 7 days for Departmental Representative's review of each submission.
- .6 Adjustments made on shop drawings by Departmental Representative are not intended to change Contract Price. If adjustments affect value of Work, state such in writing to Departmental Representative prior to proceeding with Work.
- .7 Make changes in shop drawings as Departmental Representative may require, consistent with Contract Documents. When resubmitting, notify Departmental Representative in writing of revisions other than those requested.
- .8 Accompany submissions with transmittal letter, in [duplicate], containing:
 - .1 Date.
 - .2 Project title and number.
 - .3 Contractor's name and address.
 - .4 Identification and quantity of each shop drawing, product data and sample.
 - .5 Other pertinent data.
- .9 Submissions include:
 - .1 Date and revision dates.
 - .2 Project title and number.
 - .3 Name and address of:
 - .1 Subcontractor.
 - .2 Supplier.
 - .3 Manufacturer.
 - .4 Contractor's stamp, signed by Contractor's authorized representative certifying approval of submissions, verification of field measurements and compliance with Contract Documents.
 - .5 Details of appropriate portions of Work as applicable:
 - .1 Fabrication.
 - .2 Layout, showing dimensions, including identified field dimensions, and clearances.
 - .3 Setting or erection details.
 - .4 Capacities.
 - .5 Performance characteristics.
 - .6 Standards.
 - .7 Operating weight.
 - .8 Wiring diagrams.
 - .9 Single line and schematic diagrams.
 - .10 Relationship to adjacent work.
- .10 After Departmental Representative's review, distribute copies.
- .11 Submit 1 electronic copy of shop drawings for each requirement requested in specification Sections and as Departmental Representative may reasonably request.

- .12 Submit 1 electronic copy of product data sheets or brochures for requirements requested in specification Sections and as requested by Departmental Representative where shop drawings will not be prepared due to standardized manufacture of product.
- .13 Submit 1 electronic copy of test reports for requirements requested in specification Sections and as requested by Departmental Representative.
 - .1 Report signed by authorized official of testing laboratory that material, product or system identical to material, product or system to be provided has been tested in accord with specified requirements.
 - .2 Testing must have been within 3 years of date of contract award for project.
- .14 Submit 1 electronic copy of certificates for requirements requested in specification Sections and as requested by Departmental Representative.
 - .1 Statements printed on manufacturer's letterhead and signed by responsible officials of manufacturer of product, system or material attesting that product, system or material meets specification requirements.
 - .2 Certificates must be dated after award of project contract complete with project name.
- .15 Submit 1 electronic copy of manufacturers instructions for requirements requested in specification Sections and as requested by Departmental Representative.
 - .1 Pre-printed material describing installation of product, system or material, including special notices and Material Safety Data Sheets concerning impedances, hazards and safety precautions.
- .16 Submit 1 electronic copy of Manufacturer's Field Reports for requirements requested in specification Sections and as requested by Departmental Representative.
- .17 Documentation of the testing and verification actions taken by manufacturer's representative to confirm compliance with manufacturer's standards or instructions.
- .18 Submit 1 electronic copy of Operation and Maintenance Data for requirements requested in specification Sections and as requested by Departmental Representative.
- .19 Delete information not applicable to project.
- .20 Supplement standard information to provide details applicable to project.
- .21 If upon review by Departmental Representative, no errors or omissions are discovered or if only minor corrections are made, copies will be returned and fabrication and installation of Work may proceed. If shop drawings are rejected, noted copy will be returned and resubmission of corrected shop drawings, through same procedure indicated above, must be performed before fabrication and installation of Work may proceed.

- .22 The review of shop drawings by Public Works and Government Services Canada (PWGSC) is for sole purpose of ascertaining conformance with general concept.
 - .1 This review shall not mean that PWGSC approves detail design inherent in shop drawings, responsibility for which shall remain with Contractor submitting same, and such review shall not relieve Contractor of responsibility for errors or omissions in shop drawings or of responsibility for meeting requirements of construction and Contract Documents.
 - .2 Without restricting generality of foregoing, Contractor is responsible for dimensions to be confirmed and correlated at job site, for information that pertains solely to fabrication processes or to techniques of construction and installation and for co-ordination of Work of sub-trades.

1.3 SAMPLES

- .1 Submit for review samples in duplicate as requested in respective specification Sections. Label samples with origin and intended use.
- .2 Deliver samples prepaid to Departmental Representative's business address.
- .3 Notify Departmental Representative in writing, at time of submission of deviations in samples from requirements of Contract Documents.
- .4 Where colour, pattern or texture is criterion, submit full range of samples.
- .5 Adjustments made on samples by Departmental Representative are not intended to change Contract Price. If adjustments affect value of Work, state such in writing to Departmental Representative prior to proceeding with Work.
- .6 Make changes in samples which Departmental Representative may require, consistent with Contract Documents.
- .7 Reviewed and accepted samples will become standard of workmanship and material against which installed Work will be verified.

1.4 MOCK-UPS

- .1 Erect mock-ups in accordance with 01 45 00 - Quality Control.

1.5 PHOTOGRAPHIC DOCUMENTATION

- .1 Submit electronic copy of colour digital photography in jpg, fine resolution monthly with progress statement as directed by Departmental Representative.
- .2 Project identification: name and number of project and date of exposure indicated.
- .3 Frequency of photographic documentation: as directed by Departmental Representative.

1.6 CERTIFICATES AND TRANSCRIPTS

- .1 Immediately after award of Contract, submit Workers' Compensation Board status.
- .2 Submit transcription of insurance immediately after award of Contract.

Part 2 Products

2.1 NOT USED

.1 Not Used.

Part 3 Execution

3.1 NOT USED

.1 Not Used.

END OF SECTION

Part 1 General

1.1 REFERENCES

- .1 Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations
- .2 Health Canada/Workplace Hazardous Materials Information System (WHMIS)
 - .1 Material Safety Data Sheets (MSDS).
- .3 Province of Quebec
 - .1 An Act Respecting Occupational Health and Safety, R.S.Q. [1997 (updated 26 July 2005)].

1.2 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Make submittals in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Submit site-specific Health and Safety Plan: Within 7 days after date of Notice to Proceed and prior to commencement of Work. Health and Safety Plan must include:
 - .1 Results of site specific safety hazard assessment.
- .3 Submit 1 copy of Contractor's authorized representative's work site health and safety inspection reports to Departmental Representative.
- .4 Submit copies of reports or directions issued by Federal, Provincial and Territorial health and safety inspectors.
- .5 Submit copies of incident and accident reports.
- .6 Departmental Representative will review Contractor's site-specific Health and Safety Plan and provide comments to Contractor within 4 days after receipt of plan. Revise plan as appropriate and resubmit plan to Departmental Representative within 2 days after receipt of comments from Departmental Representative.
- .7 Departmental Representative's review of Contractor's final Health and Safety plan should not be construed as approval and does not reduce the Contractor's overall responsibility for construction Health and Safety.
- .8 On-site Contingency and Emergency Response Plan: address standard operating procedures to be implemented during emergency situations.
 - .1 Regular working hours: 7 am to 5 pm, Monday to Friday.
 - .2 Long duration noisy work will have to take place between 5 pm and 11 pm. The Contractor shall, in advance, inform the Departmental Representative and get his authorisation before starting the work.

1.3 FILING OF NOTICE

- .1 File Notice of Project with Provincial authorities prior to beginning of Work.

1.4 SAFETY ASSESSMENT

- .1 Perform site specific safety hazard assessment related to project.

1.5 MEETINGS

- .1 Schedule and administer Health and Safety meeting with Departmental Representative prior to commencement of Work.

1.6 PROJECT/SITE CONDITIONS

- .1 Work at site will involve contact with:
 - .1 Solvents
 - .2 Paint
 - .3 Cables and PVC conduits
 - .4 Concrete
 - .5 Asphalt

1.7 GENERAL REQUIREMENTS

- .1 Develop written site-specific Health and Safety Plan based on hazard assessment prior to beginning site Work and continue to implement, maintain, and enforce plan until final demobilization from site. Health and Safety Plan must address project specifications.
- .2 Departmental Representative may respond in writing, where deficiencies or concerns are noted and may request re-submission with correction of deficiencies or concerns.

1.8 RESPONSIBILITY

- .1 Be responsible for health and safety of persons on site, safety of property on site and for protection of persons adjacent to site and environment to extent that they may be affected by conduct of Work.
- .2 Comply with and enforce compliance by employees with safety requirements of Contract Documents, applicable federal, provincial, territorial and local statutes, regulations, and ordinances, and with site-specific Health and Safety Plan.

1.9 COMPLIANCE REQUIREMENTS

- .1 Comply with R.S.Q., c. S-2.1, an Act respecting Health and Safety, and c. S-2.1, r.4 Safety Code for the Construction Industry, and Agriculture and Agri-Food Canada Safety rules.

1.10 UNFORSEEN HAZARDS

- .1 When unforeseen or peculiar safety-related factor, hazard, or condition occur during performance of Work, follow procedures in place for Employee's Right to Refuse Work in accordance with Acts and Regulations of Province having jurisdiction and advise Departmental Representative verbally and in writing.

1.11 POSTING OF DOCUMENTS

- .1 Ensure applicable items, articles, notices and orders are posted in conspicuous location on site in accordance with Acts and Regulations of Province having jurisdiction, and in consultation with Departmental Representative.

1.12 CORRECTION OF NON-COMPLIANCE

- .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Departmental Representative.
- .2 Provide Departmental Representative with written report of action taken to correct non-compliance of health and safety issues identified.
- .3 Departmental Representative may stop Work if non-compliance of health and safety regulations is not corrected.

1.13 WORK STOPPAGE

- .1 Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for Work.

Part 2 Products

2.1 NOT USED

- .1 Not used.

Part 3 Execution

3.1 NOT USED

- .1 Not used.

END OF SECTION

Part 1 General

1.1 INDEPENDENT INSPECTION AGENCIES

- .1 Independent Inspection/Testing Agencies will be engaged by Departmental Representative for purpose of inspecting and/or testing portions of Work. Cost of such services will be borne by Departmental Representative.
- .2 Provide equipment required for executing inspection and testing by appointed agencies.
- .3 Employment of inspection/testing agencies does not relax responsibility to perform Work in accordance with Contract Documents.
- .4 If defects are revealed during inspection and/or testing, appointed agency will request additional inspection and/or testing to ascertain full degree of defect. Correct defect and irregularities as advised by Departmental Representative. Pay costs for retesting and reinspection.

1.2 ACCESS TO WORK

- .1 Allow inspection/testing agencies access to Work, off site manufacturing and fabrication plants.
- .2 Co-operate to provide reasonable facilities for such access.

1.3 PROCEDURES

- .1 Notify appropriate agency and Departmental Representative in advance of requirement for tests, in order that attendance arrangements can be made.
- .2 Submit samples and/or materials required for testing, as specifically requested in specifications. Submit with reasonable promptness and in orderly sequence to not cause delays in Work.
- .3 Provide labour and facilities to obtain and handle samples and materials on site. Provide sufficient space to store and cure test samples.

1.4 REJECTED WORK

- .1 Remove defective Work, whether result of poor workmanship, use of defective products or damage and whether incorporated in Work or not, which has been rejected by Departmental Representative as failing to conform to Contract Documents. Replace or re-execute in accordance with Contract Documents.
- .2 Make good other Contractor's work damaged by such removals or replacements promptly.
- .3 If in opinion of Departmental Representative it is not expedient to correct defective Work or Work not performed in accordance with Contract Documents, Owner will deduct from Contract Price difference in value between Work performed and that called for by Contract Documents, amount of which will be determined by Departmental Representative.

1.5 REPORTS

- .1 Submit 4 copies of inspection and test reports to Departmental Representative.
- .2 Provide copies to subcontractor of work being inspected or tested.

1.6 TESTS AND MIX DESIGNS

- .1 Furnish test results and mix designs as requested.
- .2 Cost of tests and mix designs beyond those called for in Contract Documents or beyond those required by law of Place of Work will be appraised by Departmental Representative and may be authorized as recoverable.

1.7 MOCK-UPS

- .1 Prepare mock-ups for Work specifically requested in specifications. Include for Work of Sections required to provide mock-ups.
- .2 Construct in locations acceptable to Departmental Representative.
- .3 Prepare mock-ups for Departmental Representative review with reasonable promptness and in orderly sequence, to not cause delays in Work.
- .4 Failure to prepare mock-ups in ample time is not considered sufficient reason for extension of Contract Time and no claim for extension by reason of such default will be allowed.
- .5 If requested, Departmental Representative will assist in preparing schedule fixing dates for preparation.
- .6 Mock-ups may remain as part of Work.

1.8 MILL TESTS

- .1 Submit mill test certificates as required of specification Sections.

Part 2 Products

2.1 NOT USED

- .1 Not Used.

Part 3 Execution

3.1 NOT USED

- .1 Not Used.

END OF SECTION

Part 1 General

1.1 REFERENCES

- .1 Canadian Standards Association (CSA International)
 - .1 CAN/CSA-S269.2-[M1987(R2003)], Access Scaffolding for Construction Purposes.
 - .2 CAN/CSA-Z321-[96(R2001)], Signs and Symbols for the Occupational Environment.
- .2 Public Works Government Services Canada (PWGSC) Standard Acquisition Clauses and Conditions (SACC)-ID: R0202D, Title: General Conditions 'C', In Effect as of: May 14, 2004.
- .3 U.S. Environmental Protection Agency (EPA) / Office of Water
 - .1 EPA 832R92005, Storm Water Management for Construction Activities: Developing Pollution Prevention Plans and Best Management Practices.

1.2 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.

1.3 INSTALLATION AND REMOVAL

- .1 Provide construction facilities in order to execute work expeditiously.
- .2 Remove from site all such work after use.

1.4 SCAFFOLDING

- .1 Scaffolding in accordance with CAN/CSA-S269.2.
- .2 Provide and maintain scaffolding, ladders and platforms in order to properly complete the work.

1.5 SITE STORAGE/LOADING

- .1 Confine work and operations of employees by Contract Documents. Do not unreasonably encumber premises with products.
- .2 Do not load or permit to load any part of Work with weight or force that will endanger Work.

1.6 CONSTRUCTION PARKING

- .1 Parking will not be used during work.
- .2 Provide and maintain adequate access to project site.

1.7 SECURITY

- .1 Provide and pay for responsible security personnel to guard site and contents of site after working hours and during holidays.

1.8 OFFICES

- .1 The Departmental Representative will allocate, if necessary, a site office to the Contractor at the request of the latter.
- .2 Provide marked and fully stocked first-aid case in a readily available location.
- .3 Subcontractors to provide their own offices as necessary. Direct location of these offices, with the approval of Departmental Representative.
- .4 Maintain in clean condition.

1.9 EQUIPMENT, TOOL AND MATERIALS STORAGE

- .1 A weatherproof storage space to the weatherproof intended for materials, equipment and tools will be designated by the Departmental Representative and assigned to the Contractor. The latter will in any time keep this space clean and in the order. The Contractor shall have full responsibility with respect to the monitoring and the management of this space. The customer or the Departmental Representative cannot be held responsible for any theft/breakage of materials, equipment or tools stored in this space.
- .2 Leave on the construction site materials and equipment which do not have to be protected from the weather, but ensure that they interfere the least possible with the work. The area for the materials which do not have to be protected from the weather will be shown to the Contractor during the site visit, prior to the submission of tenders. The Contractor shall, following the completion of the work, reinstall the storage area in a reasonable condition, to the satisfaction of the Departmental Representative. The Contractor shall, at its expense, make the cleaning of the storage area if required by the Departmental Representative.

1.10 SANITARY FACILITIES

- .1 Guidelines on health facilities will be provided to the Contractor by the Departmental Representative.

1.11 CONSTRUCTION SIGNAGE

- .1 No other signs or advertisements, other than warning signs, are permitted on site.
- .2 Signs and notices for safety and instruction in both official languages Graphic symbols to CAN/CSA-Z321.
- .3 Maintain approved signs and notices in good condition for duration of project, and dispose of off site on completion of project or earlier if directed by Departmental Representative.

1.12 PROTECTION AND MAINTENANCE OF TRAFFIC

- .1 Provide access and temporary relocated roads as necessary to maintain traffic.
- .2 Maintain and protect traffic on affected roads during construction period except as otherwise specifically directed by Departmental Representative.

- .3 Provide measures for protection and diversion of traffic, including provision of watch-persons and flag-persons, erection of barricades, placing of lights around and in front of equipment and work, and erection and maintenance of adequate warning, danger, and direction signs
- .4 Protect travelling public from damage to person and property.
- .5 Contractor's traffic on roads selected for hauling material to and from site to interfere as little as possible with public traffic.
- .6 Contractor: responsible for repair of damage to roads caused by construction operations.
- .7 Provide necessary lighting, signs, barricades, and distinctive markings for safe movement of traffic.

1.13 CLEAN-UP

- .1 Remove construction debris, waste materials, packaging material from work site daily.
- .2 Clean dirt or mud tracked onto paved or surfaced roadways.
- .3 Store materials resulting from demolition activities that are salvageable. Departmental Representative will decide which materials will be kept.

Part 2 Products

2.1 NOT USED

- .1 Not Used.

Part 3 Execution

3.1 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- .1 Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction, sediment and erosion control drawings, sediment and erosion control plan, specific to site, that complies with EPA 832/R-92-005 or requirements of authorities having jurisdiction, whichever is more stringent.
- .2 Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
- .3 Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

END OF SECTION

Part 1 General

1.1 REFERENCES

- .1 Public Works Government Services Canada (PWGSC) Standard Acquisition Clauses and Conditions (SACC)-ID: R0202D, Title: General Conditions 'C', In Effect as Of: May 14, 2004.

1.2 INSTALLATION AND REMOVAL

- .1 Provide temporary controls in order to execute Work expeditiously.
- .2 Remove from site all such work after use.

1.3 GUARD RAILS AND BARRICADES

- .1 Provide secure, rigid guard rails and barricades around deep excavations, open shafts, open stair wells, open edges of floors and roofs.
- .2 Provide as required by governing authorities.

1.4 ACCESS TO SITE

- .1 Provide and maintain access roads, sidewalk crossings, ramps and construction runways as may be required for access to Work.

1.5 PUBLIC TRAFFIC FLOW

- .1 Provide and maintain competent signal flag operators, traffic signals, barricades and flares, lights, or lanterns as required to perform Work and protect public.

1.6 FIRE ROUTES

- .1 Maintain access to property including overhead clearances for use by emergency response vehicles.

1.7 PROTECTION FOR OFF-SITE AND PUBLIC PROPERTY

- .1 Protect surrounding private and public property from damage during performance of Work.
- .2 Be responsible for damage incurred.

1.8 PROTECTION OF BUILDING FINISHES

- .1 Provide protection for finished and partially finished building finishes and equipment during performance of Work.
- .2 Provide necessary screens, covers, and hoardings.
- .3 Confirm with Departmental Representative 3 locations and installation schedule days prior to installation.
- .4 Be responsible for damage incurred due to lack of or improper protection.

Part 2 Products

2.1 NOT USED

.1 Not Used.

Part 3 Execution

3.1 NOT USED

.1 Not Used.

END OF SECTION

Part 1 General

1.1 REFERENCES

- .1 Public Works Government Services Canada (PWGSC) Standard Acquisition Clauses and Conditions (SACC)-ID: R0202D, Title: General Conditions "C", In Effect as Of: May 14, 2004.

1.2 PROJECT CLEANLINESS

- .1 Maintain Work in tidy condition, free from accumulation of waste products and debris, including that caused by Owner or other Contractors.
- .2 Remove waste materials from site at daily regularly scheduled times. Do not burn waste materials on site.
- .3 Clear snow and ice from access to building.
- .4 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- .5 Provide on-site containers for collection of waste materials and debris.
- .6 Provide and use marked separate bins for recycling. Refer to Section 01 74 21 - Construction/Demolition Waste Management and Disposal.
- .7 Dispose of waste materials and debris off site.
- .8 Clean interior areas prior to start of finishing work, and maintain areas free of dust and other contaminants during finishing operations.
- .9 Store volatile waste in covered metal containers, and remove from premises at end of each working day.
- .10 Provide adequate ventilation during use of volatile or noxious substances. Use of building ventilation systems is not permitted for this purpose.
- .11 Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.
- .12 Schedule cleaning operations so that resulting dust, debris and other contaminants will not fall on wet, newly painted surfaces nor contaminate building systems.

1.3 FINAL CLEANING

- .1 When Work is Substantially Performed remove surplus products, tools, construction machinery and equipment not required for performance of remaining Work.
- .2 Remove waste products and debris other than that caused by others, and leave Work clean and suitable for occupancy.
- .3 Prior to final review remove surplus products, tools, construction machinery and equipment.

- .4 Remove waste products and debris [other than] [including] that caused by Owner or other Contractors.
- .5 Remove waste materials from site at regularly scheduled times. Do not burn waste materials on site.
- .6 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- .7 Clean and polish glass, mirrors, hardware, wall tile, stainless steel, chrome, porcelain enamel, baked enamel, plastic laminate, and mechanical and electrical fixtures. Replace broken, scratched or disfigured glass.
- .8 Remove stains, spots, marks and dirt from decorative work, electrical and mechanical fixtures and furniture fitments.
- .9 Clean lighting reflectors, lenses, and other lighting surfaces.
- .10 Wax, seal, shampoo or prepare floor finishes, as recommended by manufacturer.
- .11 Inspect finishes, fitments and equipment and ensure specified workmanship and operation.
- .12 Broom clean and wash exterior walks, steps and surfaces; rake clean other surfaces of grounds.
- .13 Remove dirt and other disfiguration from exterior surfaces.
- .14 Sweep and wash clean paved areas.

1.4 WASTE MANAGEMENT AND DISPOSAL

- .1 Separate waste materials for [reuse] [recycling] in accordance with Section [01 74 21 - Construction/Demolition Waste Management And Disposal].

Part 2 Products

2.1 NOT USED

- .1 Not Used.

Part 3 Execution

3.1 NOT USED

- .1 Not Used.

END OF SECTION

Part 1 General

1.1 WASTE MANAGEMENT GOALS

- .1 Prior to start of Work conduct meeting with Departmental Representative to review and discuss PWGSC's Waste Management Plan and Goals.
- .2 Minimize amount of non-hazardous solid waste generated by project and accomplish maximum source reduction, reuse and recycling of solid waste produced by CRD activities.
- .3 Protect environment and prevent environmental pollution damage.

1.2 DEFINITIONS

- .1 Class III: non-hazardous waste - construction renovation and demolition waste.
- .2 Cost/Revenue Analysis Workplan (CRAW): based on information from WRW, and intended as financial tracking tool for determining economic status of waste management practices.
- .3 Demolition Waste Audit (DWA): relates to actual waste generated from project.
- .4 Inert Fill: inert waste - exclusively asphalt and concrete.
- .5 Materials Source Separation Program (MSSP): consists of series of ongoing activities to separate reusable and recyclable waste material into material categories from other types of waste at point of generation.
- .6 Recyclable: ability of product or material to be recovered at end of its life cycle and re-manufactured into new product for reuse.
- .7 Recycle: process by which waste and recyclable materials are transformed or collected for purpose of being transferred into new products.
- .8 Recycling: process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for purpose of using in altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- .9 Reuse: repeated use of product in same form but not necessarily for same purpose. Reuse includes:
 - .1 Salvaging reusable materials from re-modelling projects, before demolition stage, for resale, reuse on current project or for storage for use on future projects.
 - .2 Returning reusable items including pallets or unused products to vendors.
- .10 Salvage: removal of structural and non-structural materials from deconstruction/disassembly projects for purpose of reuse or recycling.
- .11 Separate Condition: refers to waste sorted into individual types.
- .12 Source Separation: acts of keeping different types of waste materials separate beginning from first time they became waste.

- .13 Waste Audit (WA): detailed inventory of materials in building. Involves quantifying by volume/weight amounts of materials and wastes generated during construction, demolition, deconstruction, or renovation project. Indicates quantities of reuse, recycling and landfill. Refer to Schedule A.
- .14 Waste Management Co-ordinator (WMC) : contractor representative responsible for supervising waste management activities as well as coordinating related, required submittal and reporting requirements.
- .15 Waste Reduction Workplan (WRW): written report which addresses opportunities for reduction, reuse, or recycling of materials. Refer to Schedule B. WRW is based on information acquired from WA (Schedule A).

1.3 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submit in accordance with Section 01 33 00 - Submittal Procedures.

1.4 MATERIALS SOURCE SEPARATION PROGRAM (MSSP)

- .1 Prepare MSSP and have ready for use prior to project start-up.
- .2 Implement MSSP for waste generated on project in compliance with approved methods and as reviewed by Departmental Representative.
- .3 Provide on-site facilities for collection, handling, and storage of anticipated quantities of reusable and recyclable materials.
- .4 Provide containers to deposit reusable and recyclable materials.
- .5 Locate containers in locations, to facilitate deposit of materials without hindering daily operations.
- .6 Locate separated material[s] in area[s] which minimize material damage.
- .7 Collect, handle, store on-site, and transport off-site, salvaged materials in separate condition.
 - .1 Transport to [approved and authorized recycling facility] [to users of material for recycling].
- .8 Collect, handle, store on-site, and transport off-site, salvaged materials in combined condition.
 - .1 Ship material[s] to site operating under Certificate of Approval.
 - .2 Materials must be immediately separated into required categories for reuse or recycling.

1.5 STORAGE, HANDLING AND PROTECTION

- .1 Store, materials to be reused, recycled and salvaged in locations as directed by Departmental Representative.
- .2 Unless specified otherwise, materials for removal become Contractor's property.
- .3 Protect, stockpile, store and catalogue salvaged items.
- .4 Separate non-salvageable materials from salvaged items. Transport and deliver non-salvageable items to licensed disposal facility.

- .5 Support affected structures. If safety of building is endangered, cease operations and immediately notify Departmental Representative.
- .6 Protect surface drainage, mechanical and electrical from damage and blockage.
- .7 Separate and store materials produced during dismantling of structures in designated areas.
- .8 Prevent contamination of materials to be salvaged and recycled and handle materials in accordance with requirements for acceptance by designated facilities.
 - .1 On-site source separation is recommended.
 - .2 Remove co-mingled materials to off-site processing facility for separation.

1.6 DISPOSAL OF WASTES

- .1 Do not bury rubbish or waste materials.
- .2 Do not dispose of waste volatile materials, mineral spirits, oil, paint thinner, into waterways, storm, or sanitary sewers.
- .3 Remove materials from deconstruction as deconstruction/disassembly Work progresses.

1.7 USE OF SITE AND FACILITIES

- .1 Execute work with least possible interference or disturbance to normal use of premises.
- .2 Maintain security measures established by existing facility.

1.8 SCHEDULING

- .1 Co-ordinate Work with other activities at site to ensure timely and orderly progress of Work.

Part 2 Products

2.1 NOT USED

- .1 Not Used.

Part 3 Execution

3.1 APPLICATION

- .1 Do Work in compliance with WRW.
- .2 Handle waste materials not reused, salvaged, or recycled in accordance with appropriate regulations and codes.

3.2 CLEANING

- .1 Remove tools and waste materials on completion of Work, and leave work area in clean and orderly condition.
- .2 Clean-up work area as work progresses.
- .3 Source separate materials to be reused/recycled into specified sort areas.

END OF SECTION

Part 1 General

1.1 ADMINISTRATIVE REQUIREMENTS

- .1 Pre-warranty Meeting:
 - .1 Convene meeting one week prior to contract completion with contractor's representative and the Departmental Representative to:
 - .1 Verify Project requirements.
 - .2 Review warranty requirements manufacturer's installation instructions].
 - .2 Departmental Representative to establish communication procedures for:
 - .1 Notifying construction warranty defects.
 - .2 Determine priorities for type of defects.
 - .3 Determine reasonable response time.
 - .3 Contact information for bonded and licensed company for warranty work action: provide name, telephone number and address of company authorized for construction warranty work action.
 - .4 Ensure contact is located within local service area of warranted construction, is continuously available, and is responsive to inquiries for warranty work action.

1.2 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Two weeks prior to Substantial Performance of the Work, submit to the Departmental Representative, four final copies of operating and maintenance manuals in English and French.
- .3 Provide spare parts, maintenance materials and special tools of same quality and manufacture as products provided in Work.
- .4 Provide evidence, if requested, for type, source and quality of products supplied.

1.3 FORMAT

- .1 Organize data as instructional manual.
- .2 Binders: vinyl, hard covered, 3 'D' ring, loose leaf 219 x 279 mm with spine and face pockets.
- .3 When multiple binders are used correlate data into related consistent groupings.
 - .1 Identify contents of each binder on spine.
- .4 Cover: identify each binder with type or printed title 'Project Record Documents'; list title of project and identify subject matter of contents.
- .5 Arrange content by [systems,] [process flow,] under Section numbers and sequence of Table of Contents.

- .6 Provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.
- .7 Text: manufacturer's printed data, or typewritten data.
- .8 Drawings: provide with reinforced punched binder tab.
 - .1 Bind in with text; fold larger drawings to size of text pages.

1.4 CONTENTS - PROJECT RECORD DOCUMENTS

- .1 Table of Contents for Each Volume: provide title of project;
 - .1 Date of submission; names.
 - .2 Addresses, and telephone numbers of Departmental Representative and of Contractor with name of responsible parties.
 - .3 Schedule of products and systems, indexed to content of volume.
- .2 For each product or system:
 - .1 List names, addresses and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.
- .3 Product Data: mark each sheet to identify specific products and component parts, and data applicable to installation; delete inapplicable information.
- .4 Drawings: supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.
- .5 Typewritten Text: as required to supplement product data.
 - .1 Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions specified in Section 01 45 00 - Quality Control.

1.5 AS -BUILT DOCUMENTS AND SAMPLES

- .1 Maintain, at site for Departmental Representative one record copy of:
 - .1 Contract Drawings.
 - .2 Specifications.
 - .3 Addenda.
 - .4 Change Orders and other modifications to Contract.
 - .5 Reviewed shop drawings, product data, and samples.
 - .6 Field test records.
 - .7 Inspection certificates.
 - .8 Manufacturer's certificates.
- .2 Store record documents and samples in field office apart from documents used for construction.
 - .1 Provide files, racks, and secure storage.

- .3 Label record documents and file in accordance with Section number listings in List of Contents of this Project Manual.
 - .1 Label each document "PROJECT RECORD" in neat, large, printed letters.
- .4 Maintain record documents in clean, dry and legible condition.
 - .1 Do not use record documents for construction purposes.
- .5 Keep record documents and samples available for inspection by Departmental Representative.

1.6 RECORDING INFORMATION ON PROJECT RECORD DOCUMENTS

- .1 Use felt tip marking pens, maintaining separate colours for each major system, for recording information.
- .2 Record information concurrently with construction progress.
 - .1 Do not conceal Work until required information is recorded.
- .3 Contract Drawings and shop drawings: mark each item to record actual construction, including:
 - .1 Measured depths of elements of foundation in relation to finish first floor datum.
 - .2 Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - .3 Measured locations of internal utilities and appurtenances, referenced to visible and accessible features of construction.
 - .4 Field changes of dimension and detail.
 - .5 Changes made by change orders.
 - .6 Details not on original Contract Drawings.
 - .7 References to related shop drawings and modifications.
- .4 Specifications: mark each item to record actual construction, including:
 - .1 Manufacturer, trade name, and catalogue number of each product actually installed, particularly optional items and substitute items.
 - .2 Changes made by Addenda and change orders.
- .5 Other Documents: maintain [manufacturer's certifications,] [inspection certifications,] [field test records,] required by individual specifications sections.
- .6 Provide digital photos, if requested, for site records.

1.7 EQUIPMENT AND SYSTEMS

- .1 For each item of equipment and each system include description of unit or system, and component parts.
 - .1 Give function, normal operation characteristics and limiting conditions.
 - .2 Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replaceable parts.

- .2 Include installed colour coded wiring diagrams.
- .3 Maintenance Requirements: include routine procedures and guide for troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- .4 Include manufacturer's printed operation and maintenance instructions.
- .5 Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- .6 Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- .7 Include test and balancing reports as specified in Section 01 45 00 - Quality Control.

1.8 MATERIALS AND FINISHES

- .1 Building products, applied materials, and finishes: include product data, with catalogue number, size, composition, and colour and texture designations.
- .2 Instructions for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- .3 Moisture-protection and weather-exposed products: include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- .4 Additional requirements: as specified in individual specifications sections.

1.9 MAINTENANCE MATERIALS

- .1 Spare Parts:
 - .1 Provide spare parts, in quantities specified in individual specification sections.
 - .2 Provide items of same manufacture and quality as items in Work.
 - .3 Deliver to [site] [location as directed]; place and store.
 - .4 Receive and catalogue items.
 - .1 Submit inventory listing to Departmental Representative.
 - .2 Include approved listings in Maintenance Manual.
 - .5 Obtain receipt for delivered products and submit prior to final payment.
- .2 Extra Stock Materials:
 - .1 Provide maintenance and extra materials, in quantities specified in individual specification sections.
 - .2 Provide items of same manufacture and quality as items in Work.
 - .3 Deliver to site location as directed place and store.
 - .4 Receive and catalogue items.
 - .1 Submit inventory listing to Departmental Representative.

- .2 Include approved listings in Maintenance Manual.
- .5 Obtain receipt for delivered products and submit prior to final payment.

1.10 DELIVERY, STORAGE AND HANDLING

- .1 Store spare parts, maintenance materials, and special tools in manner to prevent damage or deterioration.
- .2 Store in original and undamaged condition with manufacturer's seal and labels intact.
- .3 Store components subject to damage from weather in weatherproof enclosures.
- .4 Store paints and freezable materials in a heated and ventilated room.
- .5 Remove and replace damaged products at own expense and for review by Departmental Representative.

1.11 WARRANTIES AND BONDS

- .1 Develop warranty management plan to contain information relevant to Warranties.
- .2 Submit warranty management plan, 30 days before planned pre-warranty conference, to Departmental Representative approval.
- .3 Warranty management plan to include required actions and documents to assure that Departmental Representative receives warranties to which it is entitled.
- .4 Provide plan in narrative form and contain sufficient detail to make it suitable for use by future maintenance and repair personnel.
- .5 Submit, warranty information made available during construction phase, to Departmental Representative for approval prior to each monthly pay estimate.
- .6 Assemble approved information in binder, submit upon acceptance of work and organize binder as follows:
 - .1 Separate each warranty or bond with index tab sheets keyed to Table of Contents listing.
 - .2 List subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.
 - .3 Obtain warranties and bonds, executed in duplicate by subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.
 - .4 Verify that documents are in proper form, contain full information, and are notarized.
 - .5 Co-execute submittals when required.
 - .6 Retain warranties and bonds until time specified for submittal.
- .7 Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial Performance is determined.
- .8 Conduct joint 9 month warranty inspection, measured from time of acceptance, by Departmental Representative.

- .9 Include information contained in warranty management plan as follows:
 - .1 Roles and responsibilities of personnel associated with warranty process, including points of contact and telephone numbers within the organizations of Contractors, subcontractors, manufacturers or suppliers involved.
 - .2 Provide list for each warranted equipment, item, feature of construction or system indicating:
 - .1 Name of item.
 - .2 Model and serial numbers.
 - .3 Location where installed.
 - .4 Name and phone numbers of manufacturers or suppliers.
 - .5 Names, addresses and telephone numbers of sources of spare parts.
 - .6 Warranties and terms of warranty: include one-year overall warranty of construction. Indicate items that have extended warranties and show separate warranty expiration dates.
 - .7 Cross-reference to warranty certificates as applicable.
 - .8 Starting point and duration of warranty period.
 - .9 Summary of maintenance procedures required to continue warranty in force.
 - .10 Cross-Reference to specific pertinent Operation and Maintenance manuals.
 - .11 Organization, names and phone numbers of persons to call for warranty service.
 - .12 Typical response time and repair time expected for various warranted equipment.
 - .3 Contractor's plans for attendance at 9 month post-construction warranty inspections.
 - .4 Procedure and status of tagging of equipment covered by extended warranties.
 - .5 Post copies of instructions near selected pieces of equipment where operation is critical for warranty and/or safety reasons.
- .10 Respond in timely manner to oral or written notification of required construction warranty repair work.
- .11 Written verification to follow oral instructions.
 - .1 Failure to respond will be cause for the Departmental Representative to proceed with action against Contractor.

1.12 WARRANTY TAGS

- .1 Tag, at time of installation, each warranted item. Provide durable, oil and water resistant tag approved by Departmental Representative.
- .2 Attach tags with copper wire and spray with waterproof silicone coating.

- .3 Leave date of acceptance until project is accepted for occupancy.
- .4 Indicate following information on tag:
 - .1 Type of product/material.
 - .2 Model number.
 - .3 Serial number.
 - .4 Contract number.
 - .5 Warranty period.
 - .6 Inspector's signature.
 - .7 Construction Contractor.

Part 2 Products

2.1 NOT USED

- .1 Not Used.

Part 3 Execution

3.1 NOT USED

- .1 Not Used.

END OF SECTION

Part 1 General

1.1 MEASUREMENT AND PAYMENT

- .1 Removal of existing asphalt pavement will be payed per cubic meter (m3) of the removed area.
- .2 Payment under this item will include operations involved in removing, hauling and stockpiling designated pavement and cleaning of remaining pavement surface.

1.2 REFERENCES

- .1 Government of Quebec, Ministry of Transport
 - .1 Cahier des charges et devis généraux (CCDG), édition 2015 : Infrastructures routières – Construction et réparation

Part 2 Products

2.1 EQUIPMENT

- .1 Use cold milling, planning or grinding equipment with automatic grade controls capable of operating from stringline, and capable of removing part of pavement surface to depths or grades indicated.

Part 3 Execution

3.1 PREPARATION

- .1 Prior to beginning removal operation, inspect and verify with Departmental Representative areas, depths and lines of asphalt pavement to be removed.
- .2 Protection: protect existing pavement not designated for removal, light units and structures from damage. In event of damage, immediately replace or make repairs to approval of Departmental Representative at no additional cost.

3.2 REMOVAL

- .1 Remove existing asphalt pavement to lines and grades as indicated or established by Departmental Representative in field.
- .2 Use equipment and methods of removal and hauling which do not damage or disturb underlying pavement.
- .3 Prevent contamination of removed asphalt pavement by topsoil, underlying gravel or other materials.
- .4 Suppress dust generated by removal process.

3.3 FINISH TOLERANCES

- .1 Finished surfaces in areas where asphalt pavement has been removed to be within +/- 5 mm of grade specified but not uniformly high or low.

3.4 CLEANING

- .1 Progress Cleaning: clean in accordance with Section 01 74 11 - Cleaning.
 - .1 Leave Work area clean at end of each day.
- .2 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment in accordance with Section 01 74 11 - Cleaning.

END OF SECTION

Part 1 General

1.1 RELATED REQUIREMENTS

- .1 Section 02 41 13.14 – Asphalt paving removal.

1.2 REFERENCES

- .1 Canadian Standards Association (CSA International)
 - .1 CSA S350-[M1980(R2003)], Code of Practice for Safety in Demolition of Structures.

1.3 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Shop Drawings:
 - .1 Provide shop drawings and product data in accordance with Section 01 33 00 - Submittal Procedures.
 - .2 Provide drawings stamped and signed by professional engineer registered or licensed in Province of Quebec, Canada.
- .3 Prior to beginning of Work on site submit detailed Waste Reduction Workplan in accordance with Section 01 74 21 - Construction/Demolition Waste Management And Disposal and indicate:
 - .1 Descriptions of and anticipated quantities of materials to be salvaged reused, recycled and landfilled.
 - .2 Schedule of selective demolition.
 - .3 Number and location of dumpsters.
 - .4 Anticipated frequency of tippage.
 - .5 Name and address of waste receiving organizations.

1.4 DELIVERY, STORAGE AND HANDLING

- .1 Waste Management and Disposal:
 - .1 Separate waste materials for reuse] [recycling in accordance with Section 01 74 21 - Construction/Demolition Waste Management and Disposal.

1.5 SITE CONDITIONS

- .1 Review designated substance report and take precautions to protect environment.
- .2 Should material resembling spray or trowel-applied asbestos or other designated substance listed as hazardous be encountered, stop work, take preventative measures, and notify Departmental Representative immediately.
 - .1 Do not proceed until written instructions have been received from Departmental Representative.

- .3 Notify Departmental Representative before disrupting building access or services.

Part 2 Products

2.1 EQUIPMENT

- .1 Leave equipment and machinery running only while in use, except where extreme temperatures prohibit shutting down.
- .2 Demonstrate that tools and machinery are being used in manner which allows for salvage of materials in best condition possible.

Part 3 Execution

3.1 PREPARATION

- .1 Do Work in accordance with Section 01 35 29.06 - Health and Safety Requirements.
- .2 Protection:
 - .1 Prevent movement, settlement, or damage to adjacent structures, utilities, to remain in place. Provide bracing and shoring required.
 - .2 Keep noise, dust, and inconvenience to occupants to minimum.
 - .3 Protect building systems, services and equipment.
 - .4 Provide temporary dust screens, covers, railings, supports and other protection as required.
- .3 Disconnect electrical, telephone and communication service lines. Post warning signs on electrical lines and equipment which must remain energized to serve other products during period of demolition.
- .4 Locate and protect utility lines. Do not disrupt active or energized utilities.

3.2 DEMOLITION SALVAGE AND DISPOSAL

- .1 Refer to demolition drawings and specifications for items to be salvaged for reuse.
- .2 Dispose of removed materials, to appropriate recycling facilities except where specified otherwise, in accordance with authority having jurisdiction.

3.3 STOCKPILING

- .1 Label stockpiles, indicating material type and quantity.
- .2 Designate appropriate security resources/measures to prevent vandalism, damage and theft.
- .3 Locate stockpiled materials convenient for use in new construction. Eliminate double handling wherever possible.

- .4 Stockpile materials designated for alternate disposal in location which facilitates removal from site and examination by potential end markets, and which does not impede disassembly, processing, or hauling procedures.

3.4 REMOVAL FROM SITE

- .1 Transport material designated for alternate disposal to approved receiving organizations listed in waste reduction workplan and in accordance with applicable regulations. Do not deviate from receiving organizations listed in waste reduction workplan without prior written authorization from Departmental Representative.
- .2 Dispose of materials not designated for alternate disposal in accordance with applicable regulations. Disposal facilities must be approved of and listed in waste reduction workplan. Do not deviate from disposal facilities listed in waste reduction workplan without prior written authorization from Departmental Representative.

3.5 CLEANING AND RESTORATION

- .1 Keep site clean and organized throughout demolition procedure.
- .2 Upon completion of project, reinstate areas affected by Work to condition which existed prior to beginning of Work.

END OF SECTION

Part 1 General

1.1 RELATED SECTIONS

- .1 Section 32 16 15- Concrete walks and curbs.

1.2 REFERENCES

- .1 CSA International
 - .1 CSA-A23.1/A23.2-2004, Concrete Materials and Methods of Concrete Construction/Methods of Test and Standard Practices for Concrete.
 - .2 CSA A3000-08, Cementitious Materials Compendium (Consists of A3001, A3002, A3003, A3004 and A3005).
 - .3 CAN/CSA-G30.18-M92(R2002), Billet-Steel Bars for Concrete Reinforcement.

1.3 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Concrete hauling time: provide for review by Departmental Representative deviations exceeding maximum allowable time of 120 for concrete to be delivered to site of Work and discharged after batching.

1.4 QUALITY ASSURANCE

- .1 Provide to Departmental Representative, one (1) week minimum prior to starting concrete work, valid and recognized certificate from plant delivering concrete.
 - .1 Quality Control Plan: provide written report to Departmental Representative verifying compliance that concrete in place meets performance requirements.

1.5 DELIVERY, STORAGE AND HANDLING

- .1 Delivery and Acceptance Requirements:
 - .1 Concrete hauling time: deliver to site of Work and discharged within 120 minutes maximum after batching.
 - .1 Do not modify maximum time limit without receipt of prior written agreement from Departmental Representative and concrete producer as described in CSA A23.1/A23.2.
 - .2 Deviations to be submitted for review by the Departmental Representative.
- .2 Concrete delivery: ensure continuous concrete delivery from plant meets CSA A23.1/A23.2.
- .3 Packaging Waste Management: remove for reuse in accordance with Section 01 74 21 - Construction/Demolition Waste Management and Disposal.

Part 2 Products

2.1 MATERIALS

- .1 Cement: to CSA A3001, Type GU.
- .2 Water: to CSA A23.1/A23.2.
- .3 Reinforcing bars: to CAN/CSA-G30.18, Grade 400.
- .4 Welded steel wire fabric: to ASTM A185.
- .5 Joint sealer/filler: grey to CAN/CGSB-19.24, Type 1, Class B.
- .6 Other concrete materials: to CSA A23.1/A23.2.

2.2 MIXES

- .1 Provide concrete mix to meet following hard state requirements:
 - .1 Compressive strength at 28 age: 35 MPa minimum.

Part 3 Execution

3.1 PREPARATION

- .1 Provide Departmental Representative 24 hours' notice before each concrete pour.
- .2 During concreting operations:
 - .1 Development of cold joints not allowed.
 - .2 Ensure concrete delivery and handling facilitates placing with minimum of rehandling, and without damage to existing structure or Work.
- .3 Protect previous Work from staining.
- .4 Clean and remove stains prior to application of concrete finishes.

3.2 INSTALLATION/APPLICATION

- .1 Do cast-in-place concrete work in accordance with CSA A23.1/A23.2.
- .2 Sleeves and inserts:
 - .1 Cast in sleeves, ties, slots, anchors, reinforcement, frames, conduit, bolts, waterstops, joint fillers and other inserts required to be built-in.
 - .2 Sleeves and openings greater than 100 mm x 100 mm not indicated, must be reviewed by Departmental Representative.

3.3 FINISHES

- .1 Pavements, walks, curbs and exposed site concrete:
 - .1 Screed to plane surfaces and use wood floats.
 - .2 Provide round edges and joint spacings using standard tools.
 - .3 Trowel smooth to provide lightly brushed non-slip finish.

3.4 CURING

- .1 Use curing compounds compatible with applied finish on concrete surfaces free of bonding agents and to CSA A23.1/A23.2.
- .2 Contractor shall use the necessary means to protect the concrete against frost.

3.5 FIELD QUALITY CONTROL

- .1 Concrete testing: to CSA A23.1/A23.2 by testing laboratory designated and paid for by Departmental Representative.

3.6 CLEANING

- .1 Clean in accordance with Section 01 74 11 - Cleaning.
- .2 Use trigger operated spray nozzles for water hoses.
- .3 Designate cleaning area for tools to limit water use and runoff.
- .4 Cleaning of concrete equipment to be done in accordance with Section 01 35 43 Environmental Procedures.
- .5 Waste Management: separate waste materials for [reuse] [recycling] in accordance with Section [01 74 21 - Construction/Demolition Waste Management

END OF SECTION

Part 1 GENERAL

1.1 GENERAL

- .1 This Section describes the Common Work Results applicable to electrical disciplines (section 26), and electronic safety and security work (section 28) and is in addition to the general requirements
- .2 The term « provide » include installation and wiring/connection unless otherwise specified.
- .3 Provide new materials, equipment and sets of recognized quality and design. Characteristics of those equipment must be cataloged and spare parts must be available on request.
- .4 Meet the most demanding requirements of this section and other sections.

1.2 REFERENCES

- .1 Canadian Standards Association (CSA International)
 - .1 CSA C22.1-06, Canadian Electrical Code, Part 1 (20th Edition), Safety Standard for Electrical Installations.
 - .2 CSA C22.2
 - .3 CAN/CSA-C22.3 No. 1m, Overhead Systems.
 - .4 CAN3-C235-83(R2000), Preferred Voltage Levels for AC Systems, 0 to 50,000 V.
- .2 Electrical and Electronic Manufacturer's Association of Canada (EEMAC)
 - .1 EEMAC 2Y-1-1958, Light Gray Colour for Indoor Switch Gear.
- .3 Institute of Electrical and Electronics (IEEE)/National Electrical Safety Code Product Line (NESC)
 - .1 IEEE SP1122-2000, The Authoritative Dictionary of IEEE Standards Terms, 7th Edition.

1.3 DEFINITIONS

- .1 Electrical and electronic terms: unless otherwise specified or indicated, terms used in these specifications, and on drawings, are those defined by IEEE SP1122.

1.4 DESIGN REQUIREMENTS

- .1 Operating voltages: to CAN3-C235.
- .2 Motors, electric heating, control and distribution devices and equipment to operate satisfactorily at 60 Hz within normal operating limits established by above standard.
 - .1 Equipment to operate in extreme operating conditions established in above standard without damage to equipment.

- .3 Language operating requirements: provide identification nameplates and labels for control items in English and French.
- .4 Use one nameplate or label for both languages.

1.5 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submittals: in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Product Data: submit WHMIS MSDS in accordance with Section 01 47 15 - Sustainable Requirements: Construction and Section 02 81 01 - Hazardous Materials.
- .3 Submit for review single line electrical diagrams under plexiglass and locate as indicated or as indicated by ministry Representative.
 - .1 Electrical distribution system in main electrical room.
 - .2 Electrical power generation and distribution systems in power plant rooms.
- .4 Submit for review fire alarm riser diagram, plan and zoning of building under plexiglass at fire alarm control panel and annunciator.
- .5 Shop drawings:
 - .1 Submit drawings stamped and signed by professional engineer registered or licensed in Canada.
 - .2 Submit wiring diagrams and installation details of equipment indicating proposed location, layout and arrangement, control panels, accessories, piping, ductwork, and other items that must be shown to ensure co-ordinated installation.
 - .3 Identify on wiring diagrams circuit terminals and indicate internal wiring for each item of equipment and interconnection between each item of equipment.
 - .4 Indicate of drawings clearances for operation, maintenance, and replacement of operating equipment devices.
 - .5 If changes are required, notify ministry Representative of these changes before they are made.
- .6 Quality Control: in accordance with Section 01 45 00 - Quality Control.
 - .1 Provide CSA certified equipment and material.
 - .2 Where CSA certified equipment/material is not available, submit such equipment/material to authority having jurisdiction for special approval before delivery to site.
 - .3 Submit test results of installed electrical systems and instrumentation.
 - .4 Permits and fees: in accordance with General Conditions of contract.
 - .5 Submit, upon completion of Work, load balance report as described in PART 3 - LOAD BALANCE.
 - .6 Submit certificate of acceptance from authority having jurisdiction upon completion of Work to ministry Representative.

- .7 Manufacturer's Field Reports: submit to ministry Representative, manufacturer's written report, within 3 days of review, verifying compliance of Work and electrical system and instrumentation testing, as described in PART 3 - FIELD QUALITY CONTROL.

1.6 QUALITY ASSURANCE

- .1 Quality Assurance: in accordance with Section 01 45 00 - Quality Control. Qualifications: electrical Work to be carried out by qualified, licensed electricians who hold valid Master Electrical Contractor license or apprentices as per the conditions of Territorial Act respecting manpower vocational training and qualification.
 - .1 Employees registered in provincial apprentices program: permitted, under direct supervision of qualified licensed electrician, to perform specific tasks.
 - .2 Permitted activities: determined based on training level attained and demonstration of ability to perform specific duties.
- .2 Health and Safety Requirements: do construction occupational health and safety in accordance with Section 01 35 29.06 - Health and Safety Requirements.

1.7 DELIVERY, STORAGE AND HANDLING

- .1 Material Delivery Schedule: provide ministry Representative with schedule within 2 weeks after award of Contract.
- .2 Construction/Demolition Waste Management and Disposal: separate waste materials for reuse/recycling in accordance with Section 01 74 21 - Construction/Demolition Waste Management and Disposal.

1.8 SYSTEM STARTUP

- .1 Instruct ministry Representative and operating personnel in operation, care and maintenance of systems, system equipment and components.
- .2 Provide these services for such period, and for as many visits as necessary to put equipment in operation, and ensure that operating personnel are conversant will aspects of its care and operation.

1.9 OPERATING INSTRUCTIONS

- .1 Provide for each system and principal item of equipment as specified in technical sections for use by operation and maintenance personnel.
- .2 Operating instructions to include following:
 - .1 Wiring diagrams, control diagrams, and control sequence for each principal system and item of equipment.
 - .2 Start up, proper adjustment, operating, lubrication, and shutdown procedures.
 - .3 Safety precautions.
 - .4 Procedures to be followed in event of equipment failure.

- .5 Other items of instruction as recommended by manufacturer of each system or item of equipment.
- .3 Print or engrave operating instructions and frame under glass or in approved laminated plastic.
- .4 Post instructions where directed.
- .5 For operating instructions exposed to weather, provide weather-resistant materials or weatherproof enclosures.
- .6 Ensure operating instructions will not fade when exposed to sunlight and are secured to prevent easy removal or peeling.

Part 2 PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- .1 Provide material/equipment in accordance with Section 01 61 00 - Common Product Requirements.
- .2 Material/equipment to be CSA certified. Where CSA certified material/equipment are not available, obtain special approval from authority having jurisdiction before delivery to site and submit such approval as described in PART 1 - SUBMITTALS.
- .3 Factory assemble control panels and component assemblies.

2.2 ELECTRIC MOTORS, EQUIPMENT AND CONTROLS

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

2.3 WARNING SIGNS

- .1 Warning Signs: in accordance with requirements of ministry Representative.
- .2 Minimum size 175 x 250 mm.

2.4 WIRING TERMINATIONS

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

2.5 EQUIPMENT IDENTIFICATION

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

NAMEPLATE SIZES			
Size 1	10 x 50 mm	1 line	3 mm high letters
Size 2	12 x 70 mm	1 line	5 mm high letters

Size 3	12 x 70 mm	2 lines	3 mm high letters
Size 4	20 x 90 mm	1 line	8 mm high letters
Size 5	20 x 90 mm	2 lines	5 mm high letters
Size 6	25 x 100 mm	1 line	12 mm high letters
Size 7	25 x 100 mm	2 lines	6 mm high letters

- .2 Labels: embossed plastic labels with 6mm high letters unless specified otherwise.
- .3 Wording on nameplates/labels to be approved by ministry Representative prior to manufacture. Allow for minimum of twenty-five (25) letters per nameplate/label.
- .4 Nameplates for terminal cabinets and junction boxes to indicate system and/or voltage characteristics.
- .5 Identify equipment with Size 3 labels engraved "ASSET INVENTORY NO. [____]" as directed by ministry Representative.
- .6 Disconnects, starters and contactors: indicate equipment being controlled, voltage, feeder panelboard and circuits.
- .7 Terminal cabinets and pull boxes: indicate system, voltage, circuits inside.

2.6 WIRING IDENTIFICATION

- .1 Identify wiring with permanent indelible identifying markings, coloured plastic tapes, on both ends of phase conductors of feeders and branch circuit wiring.
- .2 Maintain phase sequence and colour coding throughout.
- .3 Colour coding: to CSA C22.1.
- .4 Use colour coded wires in communication cables, matched throughout system.

2.7 CONDUIT AND CABLE IDENTIFICATION

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

Prime	Auxiliary	
up to 250 V	Yellow	
up to 600 V	Yellow	Green
Telephone	Green	
Other Communication Systems	Green	Blue
Fire Alarm	Red	
Emergency Voice	Red	Blue
Other Security Systems	Red	Yellow

2.8 FINISHES

- .1 Shop finish metal enclosure surfaces by application of rust resistant primer inside and outside, and at least two coats of finish enamel.

- .1 Paint outdoor electrical equipment light grey to EEMAC 1Y-1.
- .2 Paint indoor switchgear and distribution enclosures light gray to EEMAC 2Y-1.

Part 3 EXECUTION

3.1 INSTALLATION

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

3.2 NAMEPLATES AND LABELS

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

3.3 CONDUIT AND CABLE INSTALLATION

- .1 Install conduit and sleeves prior to pouring of concrete.
 - .1 Sleeves through concrete: schedule 40 steel pipe, sized for free passage of conduit, and protruding 50 mm.
- .2 If plastic sleeves are used in fire rated walls or floors, remove before conduit installation.
- .3 Install cables, conduits and fittings embedded or plastered over, close to building structure so furring can be kept to minimum.
- .4 Where firestop is required, use solution that are approved for the specific use. The solution must satisfied the requirement of CAN/ULC-S115 for the right wall/ceiling/floor composition.

3.4 LOCATION OF OUTLETS

- .1 Locate outlets in accordance with Section 26 05 32 - Outlet Boxes, Conduit Boxes and Fittings.
- .2 Do not install outlets back-to-back in wall; allow minimum 150 mm horizontal clearance between boxes.
- .3 Change location of outlets at no extra cost or credit, providing distance does not exceed 5000 mm, and information is given before installation.
- .4 Locate light switches on latch side of doors.
 - .1 Locate disconnect devices in mechanical and elevator machine rooms on latch side of floor.
- .5 Mounting height of equipment is from finished floor to centreline of equipment unless specified or indicated otherwise.

- .6 If mounting height of equipment is not specified or indicated, verify before proceeding with installation.
- .7 Install electrical equipment at following heights unless indicated otherwise.
 - .1 Local switches: 1200 mm.
 - .2 Wall receptacles:
 - .1 In mechanical rooms: 1400 mm.
 - .3 Wall mounted telephone and interphone outlets: 1500 mm.
 - .4 Fire alarm stations: 1200 mm.
 - .5 Fire alarm bells: 2100 mm.(minimum)

3.5 CO-ORDINATION OF PROTECTIVE DEVICES

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

3.6 FIELD QUALITY CONTROL

- .1 Load Balance:
 - .1 Measure phase current to panelboards with normal loads (lighting) operating at time of acceptance; adjust branch circuit connections as required to obtain best balance of current between phases and record changes.
 - .2 Measure phase voltages at loads and adjust transformer taps to within 2% of rated voltage of equipment.
 - .3 Provide upon completion of work, load balance report as directed in PART 1 - SUBMITTALS: phase and neutral currents on panelboards, dry-core transformers and motor control centres, operating under normal load, as well as hour and date on which each load was measured, and voltage at time of test.
- .2 Conduct following tests in accordance with Section 01 45 00 - Quality Control.
 - .1 Power generation and distribution system including phasing, voltage, grounding and load balancing.
 - .2 Circuits originating from branch distribution panels.
 - .3 Lighting and its control.
 - .4 Motors, heaters and associated control equipment including sequenced operation of systems where applicable.
 - .5 Systems: fire alarm system and communications.
 - .6 Insulation resistance testing:
 - .1 Megger circuits, feeders and equipment up to 350 V with a 500 V instrument.
 - .2 Megger 350-600 V circuits, feeders and equipment with a 1000 V instrument.
 - .3 Check resistance to ground before energizing.
- .3 Carry out tests in presence of ministry Representative.

- .4 Provide instruments, meters, equipment and personnel required to conduct tests during and at conclusion of project.
- .5 Manufacturer's Field Services:
 - .1 Obtain written report from manufacturer verifying compliance of Work, in handling, installing, applying, protecting and cleaning of product and submit Manufacturer's Field Reports as described in PART 1 - SUBMITTALS.
 - .2 Provide manufacturer's field services consisting of product use recommendations and periodic site visits for inspection of product installation in accordance with manufacturer's instructions.

3.7 CLEANING

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

END OF SECTION

Part 1 General

1.1 REFERENCES

- .1 Canada Green Building Council (CaGBC)
 - .1 LEED Canada-NC-2009, LEED (Leadership in Energy and Environmental Design): Green Building Rating System for New Construction and Major Renovations 2009.
- .2 CSA International
 - .1 CAN/CSA-C22.2 No.18-98(R2003), Outlet Boxes, Conduit Boxes and Fittings.
 - .2 CAN/CSA-C22.2 No.65-03(R2008), Wire Connectors (Tri-National Standard with UL 486A-486B and NMX-J-543-ANCE-03).
- .3 Electrical and Electronic Manufacturers' Association of Canada (EEMAC)
 - .1 EEMAC 1Y-2-1961, Bushing Stud Connectors and Aluminum Adapters (1200 Ampere Maximum Rating).
- .4 National Electrical Manufacturers Association (NEMA)

1.2 PRODUCT DATA

- .1 Provide product data in accordance with Section 01 33 00 - Submittal Procedures.

1.3 DELIVERY, STORAGE AND HANDLING

- .1 Deliver, store and handle materials in accordance with Section 01 61 00 - Common Product Requirements with manufacturer's written instructions.
- .2 Delivery and Acceptance Requirements: deliver materials to site in original factory packaging, labelled with manufacturer's name and address.
- .3 Storage and Handling Requirements:
 - .1 Store materials off ground and in accordance with manufacturer's recommendations in clean, dry, well-ventilated area.
 - .2 Store and protect wire and box connectors from nicks, scratches, and blemishes.
 - .3 Replace defective or damaged materials with new.

Part 2 Products

2.1 BUILDING WIRES

- .1 Conductors: stranded for 10 AWG and larger. Minimum size: 12 AWG.
- .2 Copper conductors: size as indicated, with 600 and 1000 V insulation of cross-linked thermosetting polyethylene material rated RW90 XLPE and RWU90 XLPE.

- .3 Conductors wearing a voltage of 400 volts and greater must be 1000 V of dielectric insulation.
- .4 Unless otherwise indicated, conductors wearing a voltage lower than 400 volts can be insulated for 600 volts.

2.2 **ARMOURED CABLES**

- .1 Conductors: insulated, copper, size as indicated.
- .2 Type: AC90.
- .3 Armour: interlocking type fabricated from galvanized steel or aluminum strip.
- .4 Connectors: anti short connectors.

2.3 **CONTROL CABLES**

- .1 Type: LVT: soft annealed copper conductors, sized as indicated:
 - .1 Insulation: thermoplastic.
 - .2 Sheath: thermoplastic jacket
- .2 Type: low energy 300 V control cable: stranded annealed copper conductors sized as indicated LVT: soft annealed copper conductors, sized as indicated:
 - .1 Insulation: PVC TW or TW 40 degrees C

Part 3 **Execution**

3.1 **FIELD QUALITY CONTROL**

- .1 Perform tests in accordance with Section 26 05 00 - Common Work Results for Electrical.
- .2 Perform tests before energizing electrical system.

3.2 **SPECIFIC DATA**

- .1 All the project wiring must be realised using conductors with 90°C insulation. Despite this, the ampacity of the conductors must be determined by using the data for 75°C insulation from the Canadian Electrical Code.
- .2 Copper wiring is usually indicated on the drawings. The use of NUAL type conductors will however be accepted if all the following conditions are met:
 - .1 Higher gage than #6AWG;
 - .2 At no point in the path of the cable, there is buried section or a section installed outdoors;
 - .3 Connection lugs at both ends allow the use of this type of conductors;
 - .4 The cable is used as a distribution panelboard feeder;

Despite what is mentioned in the previous points, the physical aspect was validated with cables and conduits indicated in the line diagrams. It is therefore

the responsibility of the contractor, if he uses the NUAL, to ensure the feasibility and to coordinate with other disciplines. No charge due to a change in cascade will be accepted.

3.3 GENERAL CABLE INSTALLATION

- .1 Terminate cables in accordance with Section 26 05 20 - Wire and Box Connectors - (0-1000 V).
- .2 Cable Colour Coding: to Section 26 05 00 - Common Work Results for Electrical.
- .3 Install in conduit
- .4 Provide numbered wire collars for control wiring. Numbers to correspond to control shop drawing legend. Obtain wiring diagram for control wiring.

3.4 INSTALLATION OF BUILDING WIRES

- .1 Install wiring as follows:
 - .1 In conduit systems in accordance with Section 26 05 34 - Conduits, Conduit Fastenings and Conduit Fittings.

3.5 INSTALLATION OF ARMOURED CABLES

- .1 Group cables wherever possible on channels.

3.6 INSTALLATION OF CONTROL CABLES

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

END OF SECTION

Part 1 General

1.1 WASTE MANAGEMENT AND DISPOSAL

- .1 Separate and recycle waste materials in accordance with Section 01 74 21 - Construction/Demolition Waste Management And Disposal.
- .2 Remove from site and dispose of all packaging materials at appropriate recycling facilities.
- .3 Collect and separate for disposal packaging material in appropriate on-site bins for recycling in accordance with Waste Management Plan.
- .4 Divert unused metal materials from landfill to metal recycling facility approved
- .5 Fold up metal banding, flatten and place in designated area for recycling.

Part 2 Products

2.1 SUPPORT CHANNELS

- .1 U shape, size 41 x 41 mm, 2.5 mm thick, surface mounted, suspended, set in poured concrete walls and ceilings.

Part 3 Execution

3.1 INSTALLATION

- .1 Secure equipment to hollow or solid masonry, tile and plaster surfaces with lead anchors.
- .2 Secure equipment to poured concrete with expandable inserts.
- .3 Secure equipment to hollow masonry walls or suspended ceilings with toggle bolts.
- .4 Although not explicitly indicated on the plans, support will have to be built to secure all equipment that are not installed against a wall or freestanding.
- .5 Secure surface mounted equipment with twist clip fasteners to inverted T bar ceilings. Ensure that T bars are adequately supported to carry weight of equipment specified before installation.
- .6 Support equipment, conduit or cables using clips, spring loaded bolts, cable clamps designed as accessories to basic channel members.
- .7 Fasten exposed conduit or cables to building construction or support system using clamps.
 - .1 One-hole steel clamp to secure surface conduits and cables 50 mm and smaller.
 - .2 Two-hole steel clamp for conduits and cables larger than 50 mm.

- .3 Beam clamps to secure conduit to exposed steel work.
- .8 Suspended support systems.
 - .1 Support individual cable or conduit runs with 6 mm dia threaded rods and spring clips.
 - .2 Support 2 or more cables or conduits on channels supported by 6 mm dia threaded rod hangers where direct fastening to building construction is impractical.
- .9 For surface mounting of two or more conduits use channels at 1,5 m on centre spacing.
- .10 Provide metal brackets, frames, hangers, clamps and related types of support structures where indicated or as required to support conduit and cable runs.
- .11 Ensure adequate support for raceways and cables dropped vertically to equipment where there is no wall support.
- .12 Do not use wire lashing or perforated strap to support or secure raceways or cables.
- .13 Do not use supports or equipment installed for other trades for conduit or cable support except with permission of other trade and approval of Departmental Representative.
- .14 Install fastenings and supports as required for each type of equipment cables and conduits, and in accordance with manufacturer's installation recommendations.

END OF SECTION

Part 1 General

1.1 REFERENCES

- .1 Canadian Standards Association (CSA International)
 - .1 CSA C22.1-06, Canadian Electrical Code, Part 1, 20th Edition.

1.2 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.

1.3 DELIVERY, STORAGE AND HANDLING

- .1 Waste Management and Disposal:
 - .1 Separate waste materials for reuse and recycling in accordance with Section 01 74 21 - Construction/Demolition Waste Management and Disposal.

Part 2 Products

2.1 JUNCTION AND PULL BOXES

- .1 Construction: welded steel enclosure.
- .2 Covers Flush Mounted: 25 mm minimum extension all around.
- .3 Covers Surface Mounted: screw-on flat turned edge covers.

Part 3 Execution

3.1 JUNCTION, PULL BOXES INSTALLATION

- .1 Install pull boxes in inconspicuous but accessible locations.
- .2 Only main junction and pull boxes are indicated. Install additional pull boxes as required by CSA C22.1.

3.2 IDENTIFICATION

- .1 Equipment Identification: to Section 26 05 00 - Common Work Results for Electrical.
- .2 Identification Labels: size 2 indicating , system name, voltage and phase or as indicated.

END OF SECTION

Part 1 General

1.1 RELATED REQUIREMENTS

- .1 Section 26 05 00 – Common work results for electrical

1.2 REFERENCES

- .1 Canadian Standards Association (CSA International)
 - .1 CSA C22.1 Canadian Electrical Code, Part 1, last Edition.

1.3 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.

1.4 DELIVERY, STORAGE AND HANDLING

- .1 Deliver, store and handle materials in accordance with Section 01 61 00 - Common Product Requirements.
- .2 Waste Management and Disposal:
 - .1 Separate waste materials for reuse and recycling in accordance with Section 01 74 21 - Construction/Demolition Waste Management and Disposal.

Part 2 Products

2.1 OUTLET AND CONDUIT BOXES GENERAL

- .1 Size boxes in accordance with CSA C22.1.
- .2 102 mm square or larger outlet boxes as required.
- .3 Gang boxes where wiring devices are grouped.
- .4 Blank cover plates for boxes without wiring devices.
- .5 347 V outlet boxes for 347 V switching devices.
- .6 Combination boxes with barriers where outlets for more than one system are grouped.

2.2 GALVANIZED STEEL OUTLET BOXES

- .1 One-piece electro-galvanized construction.
- .2 Single and multi gang flush device boxes for flush installation, minimum size 76 x 50 x 38 mm or as indicated. 102 mm square outlet boxes when more than one conduit enters one side with extension and plaster rings as required.
- .3 Utility boxes for outlets connected to surface-mounted EMT conduit, minimum size 102 x 54 x 48 mm.

- .4 102 mm square or octagonal outlet boxes for lighting fixture outlets.
- .5 Extension and plaster rings for flush mounting devices in finished plaster tile walls.

2.3 MASONRY BOXES

- .1 Electro-galvanized steel masonry single and multi gang boxes for devices flush mounted in exposed block walls.

2.4 CONCRETE BOXES

- .1 Electro-galvanized sheet steel concrete type boxes for flush mount in concrete with matching extension and plaster rings as required.

2.5 CONDUIT BOXES

- .1 Cast FS or FD boxes with factory-threaded hubs and mounting feet for surface wiring of devices.

2.6 FITTINGS - GENERAL

- .1 Bushing and connectors with nylon insulated throats.
- .2 Knock-out fillers to prevent entry of debris.
- .3 Conduit outlet bodies for conduit up to 35mm and pull boxes for larger conduits.
- .4 Double locknuts and insulated bushings on sheet metal boxes.

Part 3 Execution

3.1 INSTALLATION

- .1 Support boxes independently of connecting conduits.
- .2 Fill boxes with paper, sponges or foam or similar approved material to prevent entry of debris during construction. Remove upon completion of work.
- .3 For flush installations mount outlets flush with finished wall using plaster rings to permit wall finish to come within 6 mm of opening.
- .4 Provide correct size of openings in boxes for conduit, mineral insulated and armoured cable connections. Do not install reducing washers.
- .5 Vacuum clean interior of outlet boxes before installation of wiring devices.
- .6 Identify systems for outlet boxes as required.

END OF SECTION

Part 1 General

1.1 REFERENCES

- .1 Canadian Standards Association (CSA International)
 - .1 CAN/CSA C22.2 No. 18-98(R2003), Outlet Boxes, Conduit Boxes, Fittings and Associated Hardware, A National Standard of Canada.
 - .2 CSA C22.2 No. 45-M1981(R2003), Rigid Metal Conduit.
 - .3 CSA C22.2 No. 56-04, Flexible Metal Conduit and Liquid-Tight Flexible Metal Conduit.
 - .4 CSA C22.2 No. 83-M1985(R2003), Electrical Metallic Tubing.
 - .5 CSA C22.2 No. 211.2-M1984(R2003), Rigid PVC (Unplasticized) Conduit.
 - .6 CAN/CSA C22.2 No. 227.3-05, Nonmetallic Mechanical Protection Tubing (NMPT), A National Standard of Canada (February 2006).

1.2 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Product data: submit manufacturer's printed product literature, specifications and datasheets.
 - .1 Submit cable manufacturing data.
- .3 Quality assurance submittals:
 - .1 Test reports: submit certified test reports.
 - .2 Certificates: submit certificates signed by manufacturer certifying that materials comply with specified performance characteristics and physical properties.
 - .3 Instructions: submit manufacturer's installation instructions.

1.3 WASTE MANAGEMENT AND DISPOSAL

- .1 Separate waste materials for reuse or recycling in accordance with Section 01 74 21 - Construction/Demolition Waste Management and Disposal.
- .2 Place materials defined as hazardous or toxic waste in designated containers.
- .3 Ensure emptied containers are sealed and stored safely for disposal away from children.

Part 2 Products

2.1 CABLES AND REELS

- .1 Provide cables on reels or coils. Mark or tag each cable and outside of each reel or coil, to indicate cable length, voltage rating, conductor size, and manufacturer's lot number and reel number.

- .2 Each coil or reel of cable to contain only one continuous cable without splices.
- .3 Identify cables for exclusively dc applications.

2.2 CONDUITS

- .1 Rigid metal conduit: to CSA C22.2 No. 45, galvanized steel threaded.
- .2 Epoxy coated conduit: to CSA C22.2 No. 45, with zinc coating and corrosion resistant epoxy finish inside and outside.
- .3 Electrical metallic tubing (EMT): to CSA C22.2 No. 83.
- .4 Rigid pvc conduit: to CSA C22.2 No. 211.2.
- .5 Flexible metal conduit: to CSA C22.2 No. 56.
- .6 Flexible pvc conduit: to CAN/CSA-C22.2 No. 227.3.

2.3 CONDUIT FASTENINGS

- .1 One hole steel straps to secure surface conduits of 50 mm and smaller. Two hole steel straps for conduits larger than 50 mm.
- .2 Beam clamps to secure conduits to exposed steel work.
- .3 Channel type supports for two or more conduits. Spacing according to conduits weight and by Canadian Electrical Code, section 12-1010.
- .4 Threaded rods, 6 mm diameter, to support suspended channels.

2.4 CONDUIT FITTINGS

- .1 Fittings: to CAN/CSA C22.2 No. 18, manufactured for use with conduit specified. Coating: same as conduit.
- .2 Ensure factory "ells" where 90 degrees bends for 25 mm and larger conduits.
- .3 Watertight connectors and couplings for EMT.
 - .1 Set-screws are not acceptable.

2.5 EXPANSION FITTINGS FOR RIGID CONDUIT

- .1 Weatherproof expansion fittings with internal bonding assembly suitable for 100 mm linear expansion.
- .2 Watertight expansion fittings with integral bonding jumper suitable for linear expansion and 19 mm deflection.
- .3 Weatherproof expansion fittings for linear expansion at entry to panel.

2.6 FISH CORD

- .1 Polypropylene.

Part 3 Execution

3.1 MANUFACTURER'S INSTRUCTIONS

- .1 Compliance: comply with manufacturer's written recommendations or specifications, including product technical bulletins, handling, storage and installation instructions, and datasheets.

3.2 INSTALLATION

- .1 Install conduits to conserve headroom in exposed locations and cause minimum interference in spaces through which they pass.
- .2 Use electrical metallic tubing (EMT) except in cast concrete when not subject to mechanical injury.
- .3 Use rigid pvc conduit underground.
- .4 Use flexible metal conduit for connection to motors in dry areas, connection to recessed fixtures without prewired outlet box, connection to surface or recessed fixtures, work in movable metal partitions.
- .5 Use liquid tight flexible metal conduit for connection to motors or vibrating equipment in damp, wet or corrosive locations and inside air handling unit.
- .6 Use explosion proof flexible connection for connection to explosion proof motors.
- .7 Minimum conduit size for lighting and power circuits: NPS 3/4 (19 mm).
- .8 Install EMT conduit from branch circuit panel to outlet boxes located in sub floor.
- .9 Bend conduit cold:
 - .1 Replace conduit if kinked or flattened more than 1/10th of its original diameter.
- .10 Mechanically bend steel conduit over 19 mm diameter.
- .11 Field threads on rigid conduit must be of sufficient length to draw conduits up tight.
- .12 Install fish cord in empty conduits.
- .13 Remove and replace blocked conduit sections.
 - .1 Do not use liquids to clean out conduits.
- .14 Dry conduits out before installing wire.

3.3 SURFACE CONDUITS

- .1 Run parallel or perpendicular to building lines.
- .2 Locate conduits behind infrared or gas fired heaters with 1.5 m clearance.
- .3 Run conduits in flanged portion of structural steel.
- .4 Group conduits wherever possible on suspended or surface channels.
- .5 Do not pass conduits through structural members except as indicated.

- .6 Do not locate conduits less than 75 mm parallel to steam or hot water lines with minimum of 25 mm at crossovers.

3.4 CONCEALED CONDUITS (existing building only)

- .1 Run parallel or perpendicular to building lines.
- .2 Do not install horizontal runs in masonry walls.
- .3 Do not install conduits in terrazzo or concrete toppings.

3.5 CLEANING

- .1 Proceed in accordance with Section 01 74 11 - Cleaning.
- .2 On completion and verification of performance of installation, remove surplus materials, excess materials, rubbish, tools and equipment.

END OF SECTION

Part 1 General

1.1 REFERENCES

- .1 Canada Green Building Council (CaGBC)
 - .1 LEED Canada-NC Version 1.0-2004, LEED (Leadership in Energy and Environmental Design): Green Building Rating System Reference Package For New Construction and Major Renovations (including Addendum 2007).
- .2 CSA International
 - .1 CSA C22.2 No.42-10, General Use Receptacles, Attachment Plugs and Similar Devices.
 - .2 CAN/CSA C22.2 No.42.1-00(R2009), Cover Plates for Flush-Mounted Wiring Devices (Bi-national standard, with UL 514D).
 - .3 CSA C22.2 No.55-M1986(R2008), Special Use Switches.
 - .4 CSA C22.2 No.111-10, General-Use Snap Switches (Bi-national standard, with UL 20).

1.2 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submit in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Product Data:
 - .1 Submit manufacturer's instructions, printed product literature and data sheets for wiring devices and include product characteristics, performance criteria, physical size, finish and limitations.
- .3 Shop Drawings:
 - .1 Submit drawings stamped and signed by professional engineer registered or licensed in Canada.
- .4 Sustainable Design Submittals:

1.3 CLOSEOUT SUBMITTALS

- .1 Submit in accordance with Section 01 78 00 - Closeout Submittals.
- .2 Operation and Maintenance Data: submit operation and maintenance data for wiring devices for incorporation into manual.

1.4 DELIVERY, STORAGE AND HANDLING

- .1 Deliver, store and handle materials in accordance with Section 01 61 00 - Common Product Requirements with manufacturer's written instructions.
- .2 Delivery and Acceptance Requirements: deliver materials to site in original factory packaging, labelled with manufacturer's name and address.
- .3 Storage and Handling Requirements:

- .1 Store materials off ground, indoors in dry location and in accordance with manufacturer's recommendations in clean, dry, well-ventilated area.
- .2 Store and protect wiring devices from nicks, scratches, and blemishes.
- .3 Replace defective or damaged materials with new.

Part 2 Products

2.1 SWITCHES

- .1 15 and 20 A at 120 V or 347 V, single pole, double pole, three-way, four-way switches to: CSA C22.2 No.55 and CSA C22.2 No.111.
- .2 Manually-operated heavy duty AC switches with following features:
 - .1 Terminal holes approved for No. 10 AWG wire.
 - .2 Silver alloy contacts.
 - .3 Urea or melamine moulding for parts subject to carbon tracking.
 - .4 Suitable for back and side wiring.
 - .5 White toggle.
- .3 Toggle operated fully rated for tungsten filament and fluorescent lamps, and up to 80% of rated capacity of motor loads or heating loads.
- .4 Switches of one manufacturer throughout project.

2.2 RECEPTACLES

- .1 **No 5-15R (15A@120V) receptacle will be installed in the building, minimal receptacle configuration will be 5-20R (20A@120V).**
- .2 Duplex receptacles, CSA type 5-20 R, 125 V, 20 A, U ground, to: CSA C22.2 No.42 with following features:
 - .1 Urea moulded housing, color:
 - .1 **White** for normal receptacles
 - .2 Suitable for No. 10 AWG for back and side wiring.
 - .3 Break-off links for use as split receptacles.
 - .4 Eight back wired entrances, four side wiring screws.
 - .5 Triple wipe contacts and rivetted grounding contacts.
- .3 Other receptacles with ampacity and voltage as indicated. Color as for 5-20R receptacles.
- .4 Receptacles of one manufacturer throughout project.
- .5 Heavy duty.

2.3 SPECIAL WIRING DEVICES

- .1 As indicated on plans.

- .2 Heavy duty.

2.4 COVER PLATES

- .1 Cover plates for wiring devices to: CSA C22.2 No.42.1.
- .2 Sheet steel utility box cover for wiring devices installed in surface-mounted utility boxes.
- .3 Stainless steel, vertically brushed, 1 mm thick cover plates for wiring devices mounted in flush-mounted outlet box.
- .4 Sheet metal cover plates for wiring devices mounted in surface-mounted FS or FD type conduit boxes.
- .5 Weatherproof double lift spring-loaded cast aluminum cover plates, complete with gaskets for duplex receptacles as indicated.
- .6 Weatherproof spring-loaded cast aluminum cover plates complete with gaskets for single receptacles or switches.

2.5 SOURCE QUALITY CONTROL

- .1 Cover plates from one manufacturer throughout project.

Part 3 Execution

3.1 EXAMINATION

- .1 Verification of Conditions: verify that conditions of substrate previously installed under other Sections or Contracts are acceptable for wiring devices installation in accordance with manufacturer's written instructions.
 - .1 Visually inspect substrate in presence of Departmental Representative.
 - .2 Inform Departmental Representative of unacceptable conditions immediately upon discovery.
 - .3 Proceed with installation only after unacceptable conditions have been remedied and after receipt of approval to proceed from Departmental Representative.

3.2 INSTALLATION

- .1 Switches:
 - .1 Install single throw switches with handle in "UP" position when switch closed.
 - .2 Install switches in gang type outlet box when more than one switch is required in one location.
 - .3 Mount toggle switches at height as indicated or in accordance with Section 26 05 00 - Common Work Results for Electrical.
- .2 Receptacles:

- .1 Install receptacles in gang type outlet box when more than one receptacle is required in one location.
- .2 Mount receptacles at height as indicated in accordance with Section 26 05 00 - Common Work Results for Electrical.
- .3 Install GFI type receptacles as indicated.
- .3 Cover plates:
 - .1 Install suitable common cover plates where wiring devices are grouped.
 - .2 Do not use cover plates meant for flush outlet boxes on surface-mounted boxes.

3.3 CLEANING

- .1 Progress Cleaning: clean in accordance with Section 01 74 11 - Cleaning.
 - .1 Leave Work area clean at end of each day.
- .2 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment in accordance with Section 01 74 11 - Cleaning.

3.4 PROTECTION

- .1 Protect installed products and components from damage during construction.
- .2 Protect stainless steel cover plate finish with paper or plastic film until painting and other work is finished.
- .3 Repair damage to adjacent materials caused by wiring device installation.

END OF SECTION

Part 1 General

1.1 REFERENCES

- .1 Ministère des Transports du Québec Cahier des charges et devis généraux (CCDG) : infrastructures routières, Édition 2015.
- .2 Collection Normes – Ouvrages Routiers, most recent version, prepared for Transport du Québec published by Les publications du Québec.
- .3 ASTM D698-07e1, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft)

1.2 SCOPE OF WORK

- .1 Contractor shall provide all labour, materials, equipment, tools and services required for the complete execution of the sitework as defined by article 11.1 of CCDG (2015) of Ministère des Transports du Québec.
- .2 Sitework includes, at least, the following:
 - .1 Wood clearing, cutting, stump removal, removal of debris and protection of trees and shrubs;
 - .2 Protection of existing elements;
 - .3 Clearing;
 - .4 Sawing slot;
 - .5 Removal of sidewalks and curbs;
 - .6 Preparation of infrastructure;
 - .7 Backfill;
 - .8 Grading;
 - .9 Compaction;
 - .10 Preparation and stabilisation of infrastructure.

Part 2 Products

2.1 MATERIALS

- .1 Granular MG20, MG 56 and MG112 must be in compliance with CCDG: infrastructures routières, edition 2015.

Part 3 Execution

3.1 EXAMINATION

- .1 Verification of Conditions:
 - .1 Before commencing work establish locations of buried services on and adjacent to site.
- .2 Evaluation and Assessment:
 - .1 Testing of materials and compaction of backfill will be carried out by testing laboratory designated by Departmental Representative.

- .2 Not later than 48 hours before backfilling or filling with approved material, notify Departmental Representative so that compaction tests can be carried out by designated testing agency.
- .3 Before commencing work, conduct, with Departmental Representative, condition survey of existing structures, trees and plants, lawns, fencing, service poles, wires, rail tracks and paving, survey bench marks and monuments which may be affected by work.

3.2 PREPARATION

- .1 Temporary Erosion and Sedimentation Control:
 - .1 Use temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- .2 Protection of in-place conditions:
 - .1 Protect excavations from freezing.
 - .2 Keep excavations clean, free of standing water, and loose soil.
 - .3 Protect natural and man-made features required to remain undisturbed. Unless otherwise indicated or located in an area to be occupied by new construction, protect existing trees from damage.
 - .4 Protect buried services that are to remain undisturbed.
- .3 Removal:
 - .1 Remove obsolete buried services within 2 m of foundations. Cap cut-offs.
 - .2 Remove obstructions, ice and snow, from surfaces to be excavated within limits indicated.
 - .3 Cut pavement or sidewalk neatly along limits of proposed excavation in order that surface may break evenly and cleanly.

3.3 EXCAVATION

- .1 Shore and brace excavations, protect slopes and banks and perform work in accordance with Provincial and Municipal regulations.
- .2 Topsoil stripping:
 - .1 Do not handle topsoil while in wet or frozen condition or in any manner in which soil structure is adversely affected.
 - .2 Strip topsoil over areas to be covered by new construction, over areas where grade changes are required, and so that excavated material may be stockpiled without covering topsoil.
 - .3 Stockpile in locations as directed by Departmental Representative.
 - .4 Dispose of topsoil off site as directed by Departmental Representative.
- .3 Excavate as required to carry out work, in all materials met.
 - .1 Do not disturb soil or rock below bearing surfaces. Notify Departmental Representative when excavations are complete.
 - .2 If bearings are unsatisfactory, additional excavation will be authorized in writing and paid for as additional work.
- .4 Compaction : Article 11.9 of CCDG (2015) of ministère des Transports du Québec.

- .5 2nd class fill : Articles 11.4 and 11.4.5 du CCDG (2015) of ministère des Transports du Québec. Contractor shall prioritise the reuse of materials for paving surface interface.
- .6 Backfill : Articles 11.8.1 and 11.8.2 of CCDG (2015) of ministère des Transports du Québec.
- .7 Bearing tests : Article 11.10.4 of CCDG (2015) of ministère des Transports du Québec.
- .8 Preparation of infrastructure : Article 11.10.1 of CCDG (2015) of ministère des Transports du Québec.
- .9 Waste : Article 11.4.7 of CCDG (2015) of ministère des Transports du Québec.
- .10 Fill : Article 11.6 of CCDG (2015) of ministère des Transports du Québec.
- .11 Cutting : Article 11.4.9 of CCDG (2015) of ministère des Transports du Québec

3.4 SITE QUALITY CONTROL

- .1 Fill material and spaces to be filled to be inspected and approved by Departmental Representative.

3.5 BACKFILLING

- .1 Start backfilling only after inspection and receipt of written approval of fill material and spaces to be filled from Departmental Representative.
- .2 Remove snow, ice, construction debris, organic soil and standing water from spaces to be filled.
- .3 Lateral support: maintain even levels of backfill around structures as work progresses, to equalize earth pressures.
- .4 Compaction of subgrade: compact existing subgrade under walks, paving, and slabs on grade, to same compaction as specified for fill. Fill excavated areas with [selected subgrade material] [gravel and sand] compacted as specified for fill.
- .5 Placing:
 - .1 Place backfill, fill and basecourse material in 150 mm lifts. Add water as required to achieve specified density.
- .6 Compaction: compact each layer of material to following densities for material to ASTM D698
- .7 In trenches:
 - .1 Up to 300 mm above pipe or conduit: sand placed by hand.
 - .2 Over 300 mm above pipe or conduit: [native material approved by Departmental Representative.
- .8 Under seeded and sodded areas: use site excavated material to bottom of topsoil except in trenches and within 600 mm of foundations.

3.6 GRADING

- .1 Grade to ensure that water will drain away from buildings, walls and paved areas, to catch basins and other disposal areas approved by Departmental Representative. Grade to be gradual between finished spot elevations as indicated.

- .2 Consider all existing elements when performing work. Contractor is responsible to level all new surfaces to existing surfaces' levels.

3.7 CLEANING

- .1 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment.

END OF SECTION

Part 1 General

1.1 REFERENCES

- .1 Cahier des charges et devis généraux (CCDG), section 12, édition 2015 : Infrastructures routières – Construction et réparation, prepared by le ministère des Transports du Québec and published by « Les publications du Québec ».
- .2 Collection Normes – Ouvrages Routiers, most recent version, prepared by le ministère des Transports du Québec published by « Les publications du Québec ».
- .3 Norme NQ 2560-114 «Travaux de génie civil-Granulats».

1.2 SCOPE OF WORK

- .1 Contractor to provide all labour, materials, equipment, tools and other services required for the complete execution of the foundation works, including but not limited to:
 - .1 Forming and compacting.

Part 2 Products

2.1 MATERIALS

- .1 Foundation materials shall be in compliance with standard NQ 2560-114 «Travaux de génie civil-Granulats».

Parking:

- .1 Top foundation: MG 20, 150 mm thick, compacted to 98% of modified Proctor (see typical section pavement and superior foundation);
- .2 Top foundation: MG 20, 150 mm thick, compacted to 98% of modified Proctor (see typical section parking structure);
- .3 Lower foundation: MG 56, 225 mm thick, compacted to 95% of modified Proctor (see typical section parking structure);
- .4 Sub-foundation: MG 112, 300 mm thick, compacted to 95% of modified Proctor (see typical section parking structure);

Proposed concrete zone:

- .5 Top foundation: MG 20, 150 mm thick, compacted to 98% of modified Proctor (see typical section proposed concrete zone);

Route structure

- .6 Top foundation: MG 20, 200 mm thick, compacted to 98% of modified Proctor (see typical route section);
-

- .7 Lower foundation: MG 112, 455 mm thick, compacted to 95% of modified Proctor (see typical route section);

Concrete base for bicycle stand

- .8 Top foundation: MG 20, 50 mm thick, compacted to 98% of modified Proctor (see typical concrete base for bicycle stand section);

Concrete base for container

- .9 Top foundation: MG 20, 150 mm thick, compacted to 98% of modified Proctor (see typical concrete base for container section);

Part 3 Execution

3.1 PLACING

- .1 Unless told otherwise, contractor shall execute all works using specifications of 12.3.3 of CCDG (2015) for the sub-foundation and foundation.
- .1 Place granular material in compliance to the specified thickness.
 - .2 Construct foundation to depth and grade in areas indicated.
 - .3 Ensure no frozen material is placed.
 - .4 Place material only on clean unfrozen surface, free from snow or ice.
 - .5 Place granular foundation materials using methods which do not lead to segregation or degradation.
 - .6 Remove and replace portion of layer in which material has become segregated during spreading.

3.2 SITE TOLERANCES

- .1 Finished foundation surface to be within 10 mm of elevation, as indicated, but not uniformly high or low.
- .2 Contractor shall correct all irregularities of the surface by loosening soil and by adding or removing materials, until the foundation's surface level is within tolerances.

3.3 PROTECTION

- .1 Maintain finished foundation layer in condition conforming to this section until succeeding layer is constructed, or until foundation work is accepted by Departmental representative.

3.4 CLEANING

- .1 Progress Cleaning: clean in accordance with Section 01 74 11 - Cleaning.
- .1 Leave Work area clean at end of each day
- .2 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment.

- .3 Contractor must clean all gravel and other materials accumulation caused by the work so that the manhole is in working condition. The cleaning of the frame and lid must be included in the quote.

END OF SECTION

Part 1 General

1.1 REFERENCES

- .1 Cahier des charges et devis généraux (CCDG), Section 13, édition 2015 : Infrastructures routières – Construction et réparation, prepared by le ministère des Transports du Québec and published by « Les publications du Québec ».
- .2 Collection Normes – Ouvrages Routiers, most current version, prepared by le ministère des Transports du Québec published by « Les publications du Québec ».

1.2 SCOPE OF WORK

- .1 Contractor to provide all labour, materials, equipment, tools and other services required for the complete execution of the asphalt paving works, including but not limited to:
 - .1 Binder application;
 - .2 Asphalt paving according to the indicated area on drawings;
 - .3 Connection to the existing pavement.
 - .4 Adjusting manhole and sumps at proposed level.

Part 2 Products

2.1 Materials

- .1 Bitumen: to CCDG;
- .2 Bituminous concrete: to CCDG;
- .3 Granular sub-base: to CCDG;
- .4 Paint for pavement markings: white, to CCDG.

2.2 BITUMEN

- .1 Contractor must provide to the Departmental Representative a conformity certificate of the bitumen before the work and for every change of batch during the pavement work.
- .2 The bitumen used for the work must be in accordance to the specifications of the designer.

2.3 ASPHALT TYPE

- .1 Asphalt type required for the present project:
 - Parking
 - .1 Wear layer: ESG-14, 70 mm thick, compacted to 93% of the maximal density, obtain in the test LC-26-045 for the asphalt mixture;
 - Route
-

- .1 Wear layer: EB-10S, 40 mm thick, compacted to 93% of the maximal density, obtain in the test LC-26-045 for the asphalt mixture;
- .2 Base layer: ESG-14, 80 mm thick, compacted to 93% of the maximal density, obtain in the test LC-26-045 for the asphalt mixture;

Part 3 Execution

3.1 IMPLEMENTATION

- .1 Unless told otherwise, contractor shall execute all works using specifications of 13.3 of CCDG (2015) including but not limited to the following activities:
 - .1 Joints: to 13.3 of CCDG (2015) and as amended by the following:
 - .1 "The contractor must brush a uniform layer of emulsion or liquid bitumen on every transverse or longitudinal joint, regardless of its temperature.
 - .2 Under no circumstance, it is allowed to heat a joint.
 - .2 Impregnation binder or binding agent: to 13.2 of CCDG (2015).
 - .3 The Contractor shall provide all labor, materials, equipment, tools and all services required for a complete execution of manholes and sumps adjustment work to proposed elevations.

3.2 ACCESSORIES

- .1 The contractor must pay a special attention to the finish of all the paved surfaces, particularly around the accessories.
- .2 In the case of an accidental movement of an accessory, the contractor must redo the compacting of the top foundation, before the asphalt paving.
- .3 The contractor must take all required measures to protect the accessories in a way to keep them clean and in good shape after the works and to the satisfaction of the client.
- .4 Before the work, the contractor must protect the manhole's lid to prevent gravel or asphalt paving to enter the manholes.

3.3 CLEANING OF THE FRAME, LID AND GRID (MANHOLE E AND SUMP)

- .1 After the finish coating, the contractor must clean all gravel, bitumen and other materials accumulation caused by the work so that the manholes and the sumps are in working condition. The cleaning of the frame, lid and grid must be included in the quote for the asphalt paving.

3.4 PAVEMENT MARKING

- .1 Delineate parking space subdivisions by painting and perform other pavement markings in accordance with manufacturer's recommendations and as indicated.

END OF SECTION

Part 1 General

1.1 RELATED REQUIREMENTS

- .1 Section 03 30 00- Cast in place- concrete
- .2 Section 31 00 99 – Earthwork for minor Works.

1.2 REFERENCES

- .1 Canadian Standards Association (CSA International)
 - .1 CSA-A23.1-04/A23.2-04, Concrete Materials and Methods of Concrete Construction/Methods of Test and Standard Practices for Concrete.

1.3 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submit required documents in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Inform Departmental Representative of proposed source of materials and provide access for sampling at least two (2) weeks prior to commencing work.

1.4 DELIVERY, STORAGE AND HANDLING

- .1 Waste Management and Disposal:
 - .1 Separate waste materials for recycling in accordance with Section 01 47 21 - Construction/Demolition Waste Management and Disposal.

Part 2 Products

2.1 MATERIALS

- .1 Concrete mixes and materials: in accordance with Section 03 30 00 - Cast-in-Place Concrete.
- .2 Curing Compounds: in accordance with Section 03 30 00 - Cast-in-Place Concrete.
- .3 Granular base: material to Section 32 11 16.01 – Granular base and subbase
- .4 Non-staining mineral type form release agent: chemically active release agents containing compounds that react with free lime to provide water-soluble soap.
- .5 Fill material: to Section 32 11 16.01 – Granular base and subbase.

Part 3 Execution

3.1 GRADE PREPARATION

- .1 Do grade preparation work in accordance with Section 3100 99 – Earthwork for minor Works.
- .2 Construct embankments using excavated material free from organic matter or other objectionable materials.
 - .1 Dispose of surplus and unsuitable excavated material off site.
- .3 When constructing embankment provide for minimum 1 m shoulders, where applicable, outside of neat lines of concrete.
- .4 Place fill in maximum 300 mm layers and compact to at least 95% of maximum dry mass density.

3.2 GRANULAR FOUNDATION

- .1 Obtain Departmental Representative's approval of foundation subgrade before placing granular base.
- .2 Place granular subbase material to lines, widths, and depths as indicated.
- .3 Compact granular base in maximum 300 mm layers to at least 95% of maximum dry density.

3.3 CONCRETE

- .1 Obtain Departmental Representative approval of granular foundation and reinforcing steel prior to placing concrete.
- .2 Do concrete work in accordance with Section 03 30 00 - Cast-in-Place Concrete.
- .3 Contractor shall protect the concrete against frost.
- .4 Immediately after floating, give sidewalk surface uniform broom finish to produce regular corrugations not exceeding 2 mm deep, by drawing broom in direction normal to centre line.
- .5 Provide edging as indicated with 10 mm radius edging tool.
- .6 Slip-form pavers equipped with string line system for line and grade control may be used if quality of work acceptable to Departmental Representative can be demonstrated. Hand finish surfaces when directed by Departmental Representative.

3.4 TOLERANCES

- .1 Finish surfaces to within 3 mm in 3 m as measured with 3 m straightedge placed on surface.

3.5 EXPANSION AND CONTRACTION JOINTS

- .1 Install tooled transverse contraction joints after floating, when concrete is stiff, but still plastic, at intervals of 3 m.

- .2 Install expansion joints as indicated by Departmental Representative at intervals of 6 m.
- .3 When sidewalk is adjacent to curb, make joints of curb and sidewalk coincide.

3.6 ISOLATION JOINTS

- .1 Install isolation joints around manholes and catch basins and along length adjacent to concrete curbs, catch basins, buildings, or permanent structure.
- .2 Install joint filler in isolation joints in accordance with Section 03 30 00 - Cast-in-Place Concrete.
- .3 Seal isolation joints with sealant approved by Departmental Representative.

3.7 CURING

- .1 Cure concrete by adding moisture continuously in accordance with CSA-A23.1/A23.2 to exposed finished surfaces for at least 1 day after placing, or sealing moisture in by curing compound as directed by Departmental Representative.
- .2 Where burlap is used for moist curing, place two prewetted layers on concrete surface and keep continuously wet during curing period.
- .3 Apply curing compound evenly to form continuous film, in accordance with manufacturer's requirements.

3.8 BACKFILL

- .1 Allow concrete to cure for 7 days prior to backfilling.
- .2 Backfill to designated elevations with material as directed by Departmental Representative.
 - .1 Compact and shape to required contours as directed by Departmental Representative.

3.9 LINSEED OIL TREATMENT

- .1 Apply two coats of linseed oil mixture uniformly to surfaces of curbs, walks and gutters, after concrete has cured for specified curing time and when surface of concrete is clean and dry.
- .2 Linseed oil mixture to consist of 50% boiled linseed oil and 50% mineral spirits by volume.
- .3 Apply treatment when air temperature above 10 degrees C.
- .4 Apply first coat at 135 mL/m
- .5 Apply second coat at 90 mL/m

3.10 CLEANING

- .1 Proceed in accordance with Section 01 74 11 - Cleaning.

- .2 On completion and verification of performance of installation, remove surplus materials, excess materials, rubbish, tools and equipment.

END OF SECTION

Part 1 General

1.1 REFERENCES

- .1 Cahier des charges et devis généraux CCDG (2015) du ministère des Transports du Québec.
- .2 Collection Normes – Ouvrages Routiers du ministère des Transports du Québec, most recent version, Norme 9101 dated 15 December 2009.

1.2 SCOPE OF WORK

- .1 Contractor to provide all labour, materials, equipment, tools and other services required for the complete execution of the topsoil placement works and include all related costs to the accomplishment of the works
- .2 Work includes but is not limited to:
 - .1 Surface preparation and finish grading.

Part 2 Products

2.1 TOPSOIL

- .1 Topsoil for seeded areas: mixture of particulates, micro organisms and organic matter which provides suitable medium for supporting intended plant growth.
- .2 Contain no toxic elements or growth inhibiting materials.
- .3 Must contain 3 to 20 % organic matter by weight
- .4 Apparent density of soil should not exceed 1800 kg/m³.
- .5 Finished surface free from:
 - .1 Debris and stones over 50 mm diameter.
 - .2 At least 90 % of the minerals (by mass) shall pass through 5 mm sieve.
- .6 Consistence: friable when moist.

Part 3 Execution

3.1 PREPARATION OF EXISTING GRADE

- .1 Verify that grades are correct.
 - .1 If discrepancies occur, notify Departmental and do not commence work until instructed by Departmental Representative.
 - .2 Grade soil, eliminating uneven areas and low spots, ensuring positive drainage.
 - .3 Remove debris, roots, branches, stones in excess of 50 mm diameter and other deleterious materials.
 - .1 Remove soil contaminated with calcium chloride, toxic materials and petroleum products.
-

- .2 Remove debris which protrudes more than 75 mm above surface.
- .3 Dispose of removed material off site.
- .4 Cultivate entire area which is to receive topsoil to minimum depth of 100 mm.
 - .1 Cross cultivate those areas where equipment used for hauling and spreading has compacted soil.

3.2 PLACING AND SPREADING OF TOPSOIL/PLANTING SOIL

- .1 Place topsoil after Departmental Representative has accepted subgrade.
- .2 Spread topsoil in uniform layers.
- .3 Spread topsoil to following minimum depths after settlement.
 - .1 100 mm for areas to be sodded.
- .4 Manually spread topsoil/planting soil around trees, shrubs and obstacles.

3.3 FINISH GRADING

- .1 Grade to eliminate rough spots and low areas and ensure positive drainage.
 - .1 Prepare loose friable bed by means of cultivation and subsequent raking.
 - .2 Leave surfaces smooth, uniform and firm against deep foot printing.

3.4 CLEANING

- .1 Proceed in accordance with Section 01 74 11 - Cleaning.
- .2 Upon completion of installation, remove surplus materials, rubbish, tools and equipment barriers.

END OF SECTION

Part 1 General

1.1 REFERENCES

- .1 Cahier des charges et devis généraux (CCDG), Section 13, édition 2015 : Infrastructures routières – Construction et réparation, prepared for le ministère des Transports du Québec and published by « Les publications du Québec ».
- .2 Collection Normes – Ouvrages Routiers, most recent version, prepared by le ministère des Transports du Québec published by « Les publications du Québec ».

1.2 SCOPE OF WORK

- .1 Contractor to provide all labour, materials, equipment and tools required for the complete execution of the sodding works and include all related costs to the accomplishment of the works as indicate on the drawings and the present specifications.

1.3 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submit the following documents :
 - .1 Submit manufacturer's instructions, printed product literature and data sheets for sod and include product characteristics, performance criteria, physical size, finish and limitations.
 - .2 Certificates: submit product certificates signed by manufacturer certifying materials comply with specified performance characteristics and criteria and physical requirements of seed mix, seed purity, and sod quality.

1.4 DELIVERY, STORAGE AND HANDLING

- .1 Deliver, store and handle materials in accordance with manufacturer's written instructions.
- .2 Delivery and Acceptance Requirements: deliver materials to site in original factory packaging, labelled with manufacturer's name and address.
- .3 Storage and Handling Requirements:
 - .1 Store materials in accordance with supplier's recommendations.
 - .2 Replace defective or damaged materials with new.

Part 2 Products

2.1 MATERIALS

- .1 All materials required for the sodding work covered by the present section must be in accordance to “Norme 9101 du ministère des Transports du Québec” and the contractor must refer to it.
 - .2 Turf Grass Nursery Sod types:
 - .1 Number One Kentucky Bluegrass Sod - Fescue Sod: Nursery Sod grown solely from seed mixture of cultivars of Kentucky Bluegrass and Cheewing
-

Fescue or Creeping Red Fescue, containing not less than 40% Kentucky Bluegrass cultivars and 30% Chewing Fescue or Creeping Red Fescue cultivars.

- .3 Water:
 - .1 Supplied by Departmental Representative at designated source.
- .4 Fertilizer:
 - .1 To Canada "Fertilizers Act" and Fertilizers Regulations.

Part 3 Execution

3.1 EXAMINATION

- .1 Verification of Conditions: verify that conditions of substrate previously installed under other Sections or Contracts are acceptable for sod installation in accordance with manufacturer's written instructions.
 - .1 Visually inspect substrate in presence of Departmental Representative.
 - .2 Inform Departmental Representative of unacceptable conditions immediately upon discovery.
 - .3 Proceed with installation only after unacceptable conditions have been remedied and after receipt of written approval to proceed from Departmental Representative.

3.2 PREPARATION

- .1 Verify that grades are correct and prepared in accordance with Section 32 91 19.13 - Topsoil Placement and Grading.

3.3 IMPLEMENTATION

- .1 Contractor must accomplish the works in compliance to the technical specifications of Section 19 of CCDG (2015) including but not limited to:
 - .1 Plates retained by their own weight (P1): Section 19.3.7.2.1 of CCDG (2015).

3.4 GRASSING PERIOD

- .1 Grassing with sod: refer to Section 19.3.7.1 of CCDG (2015)

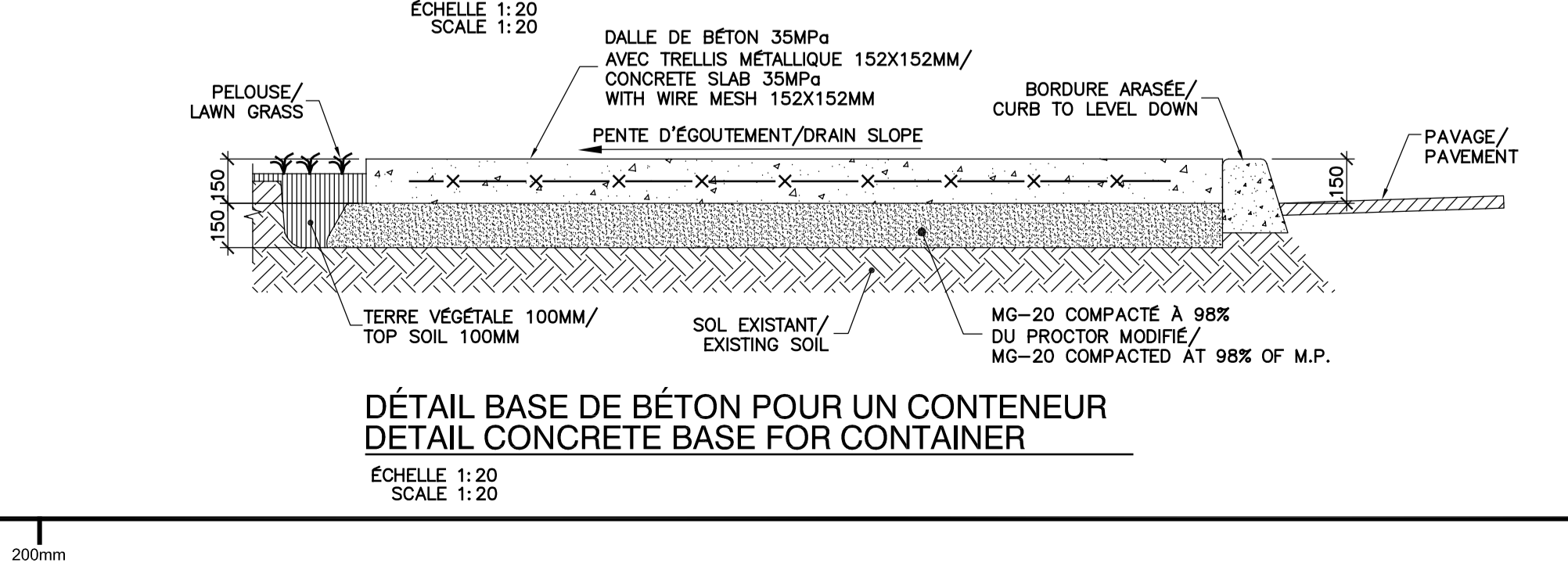
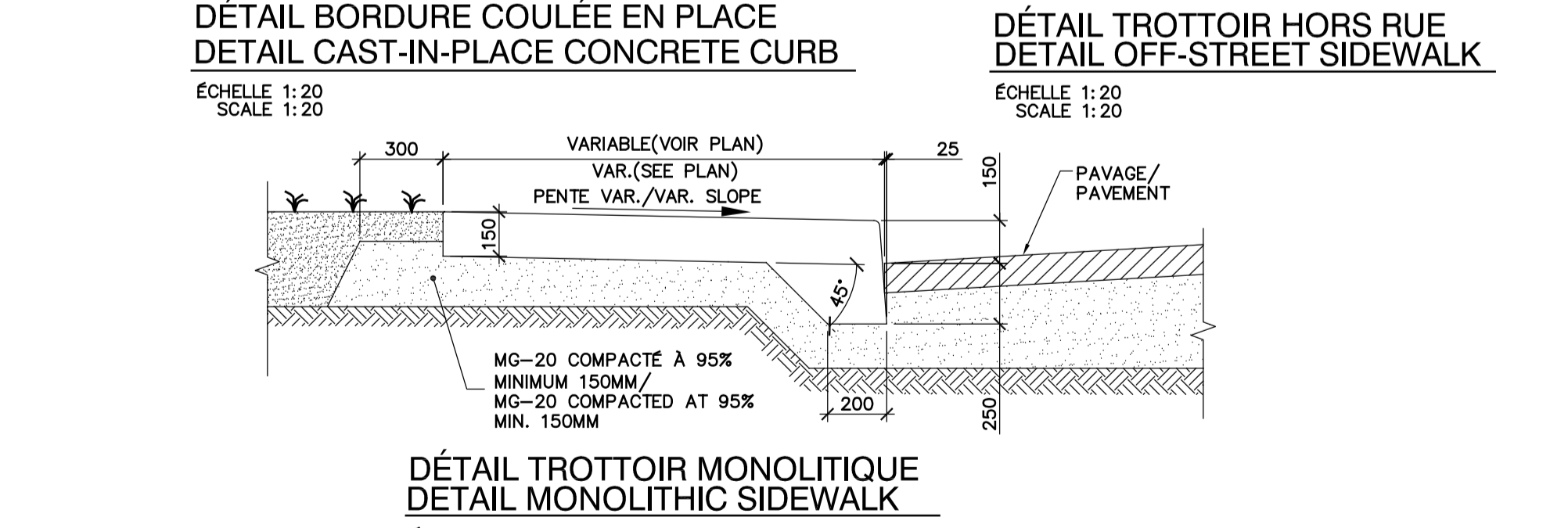
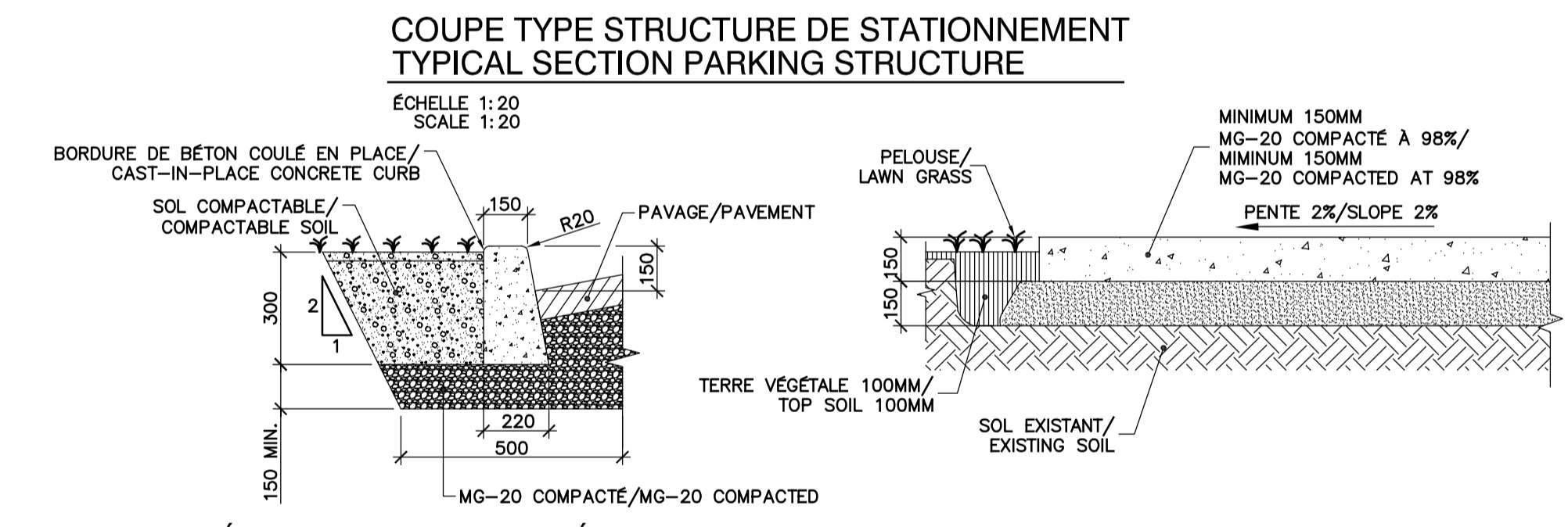
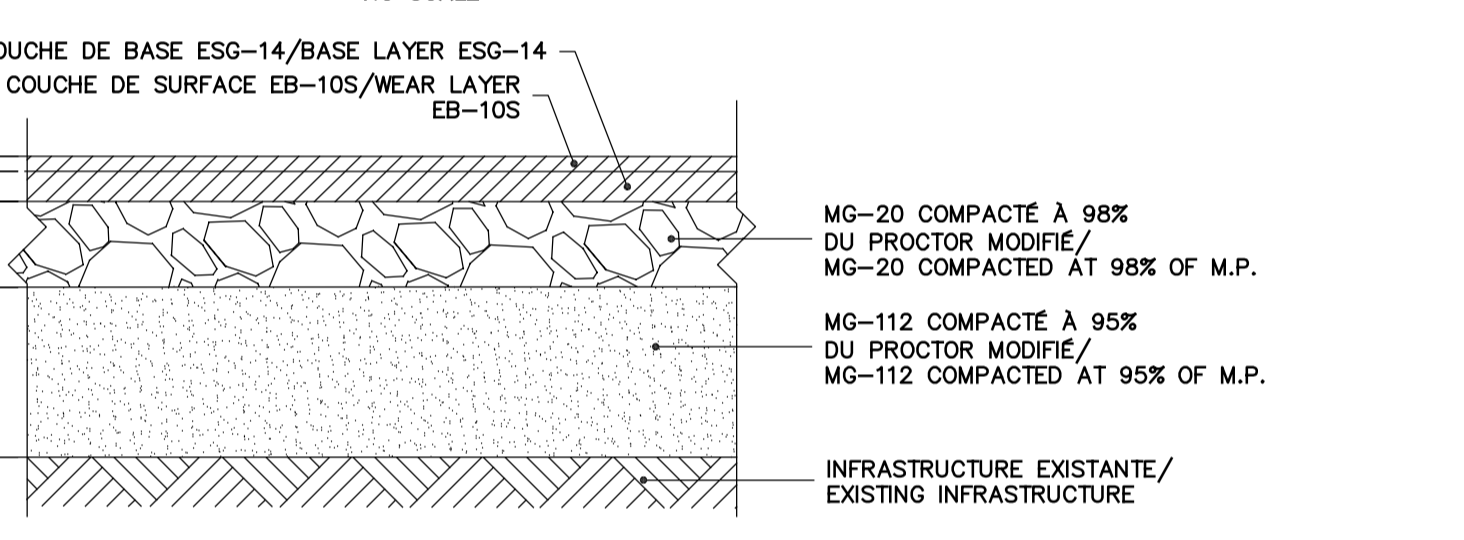
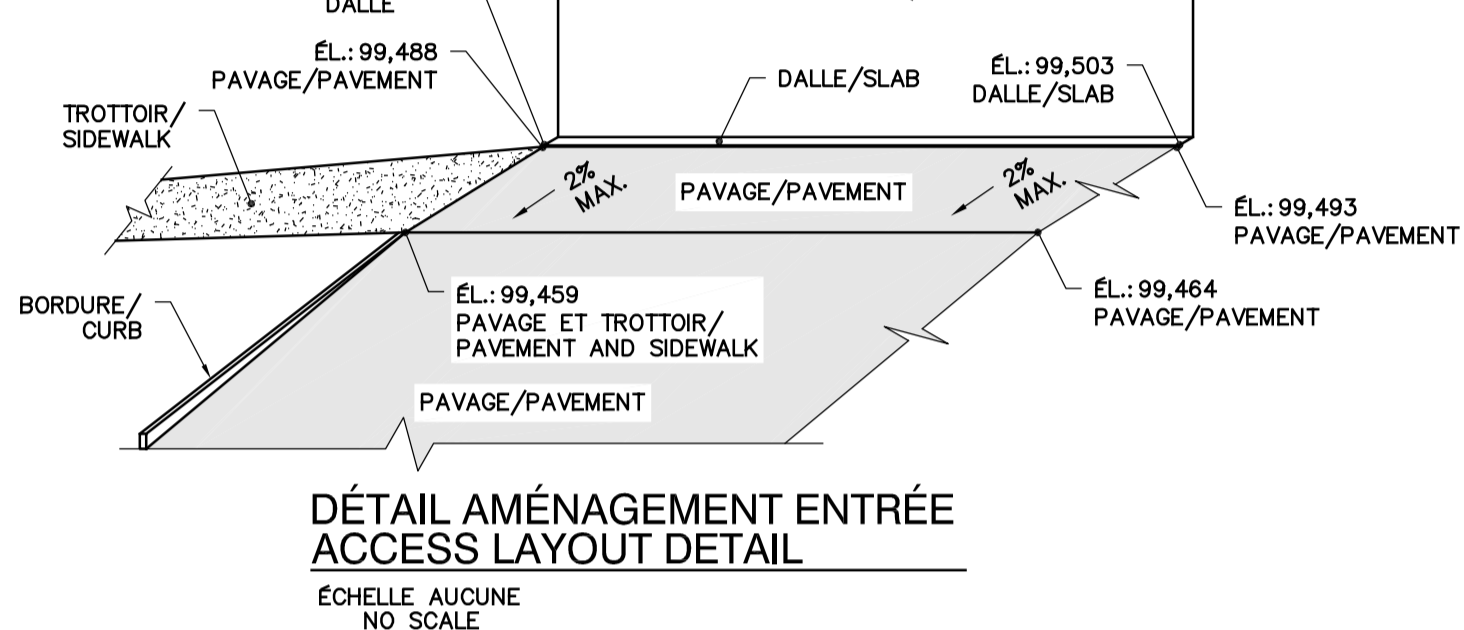
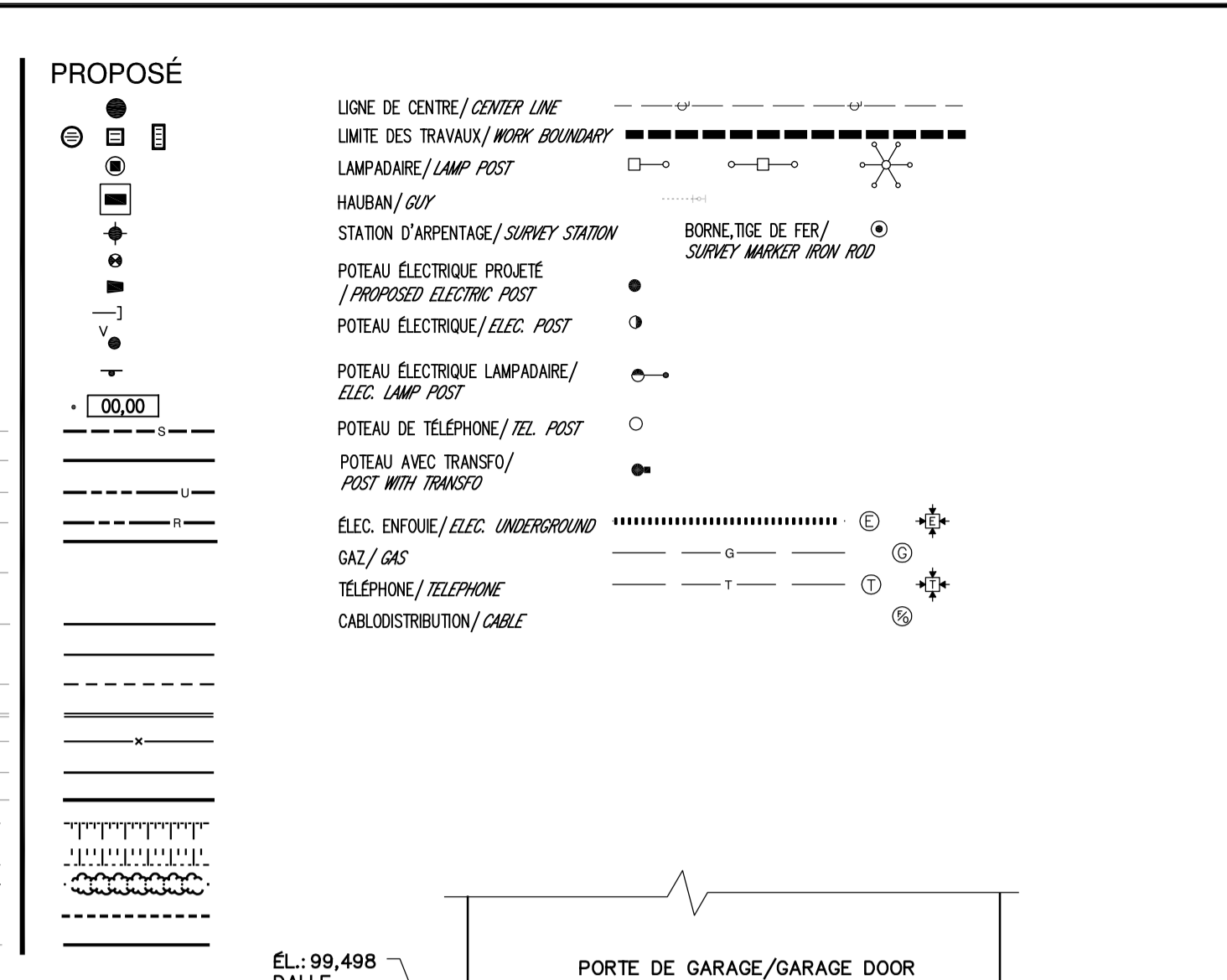
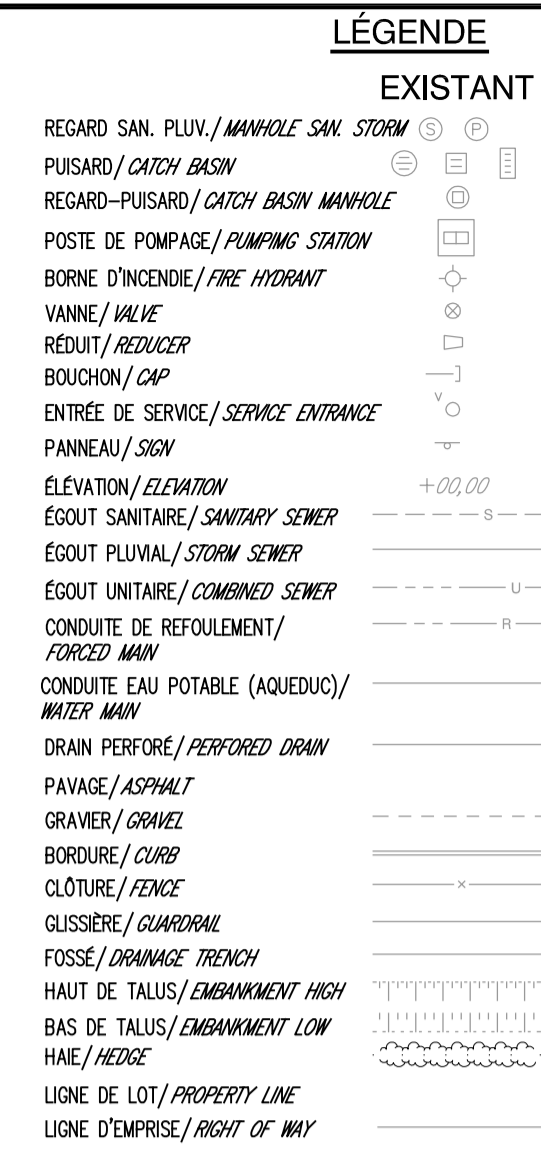
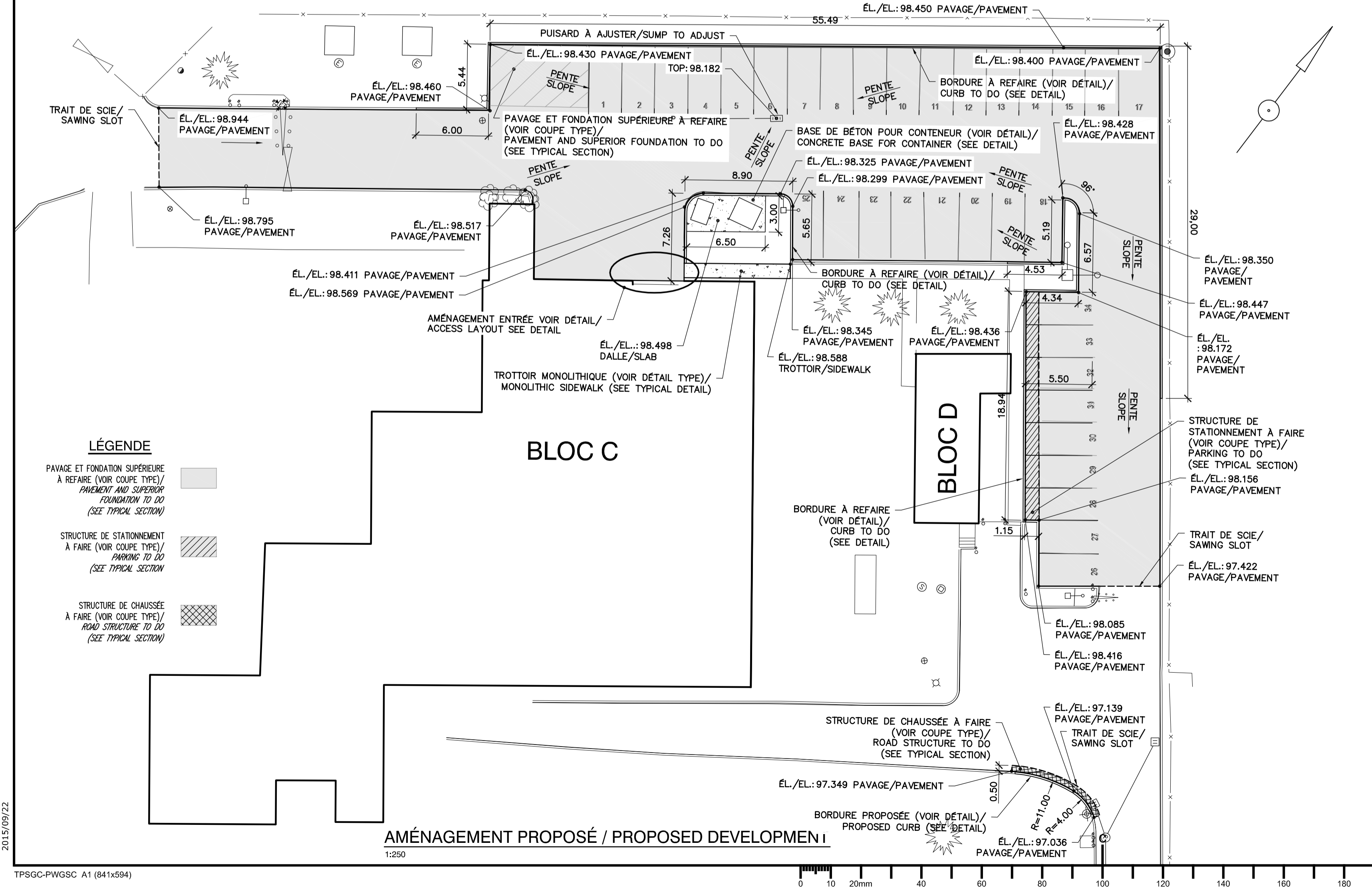
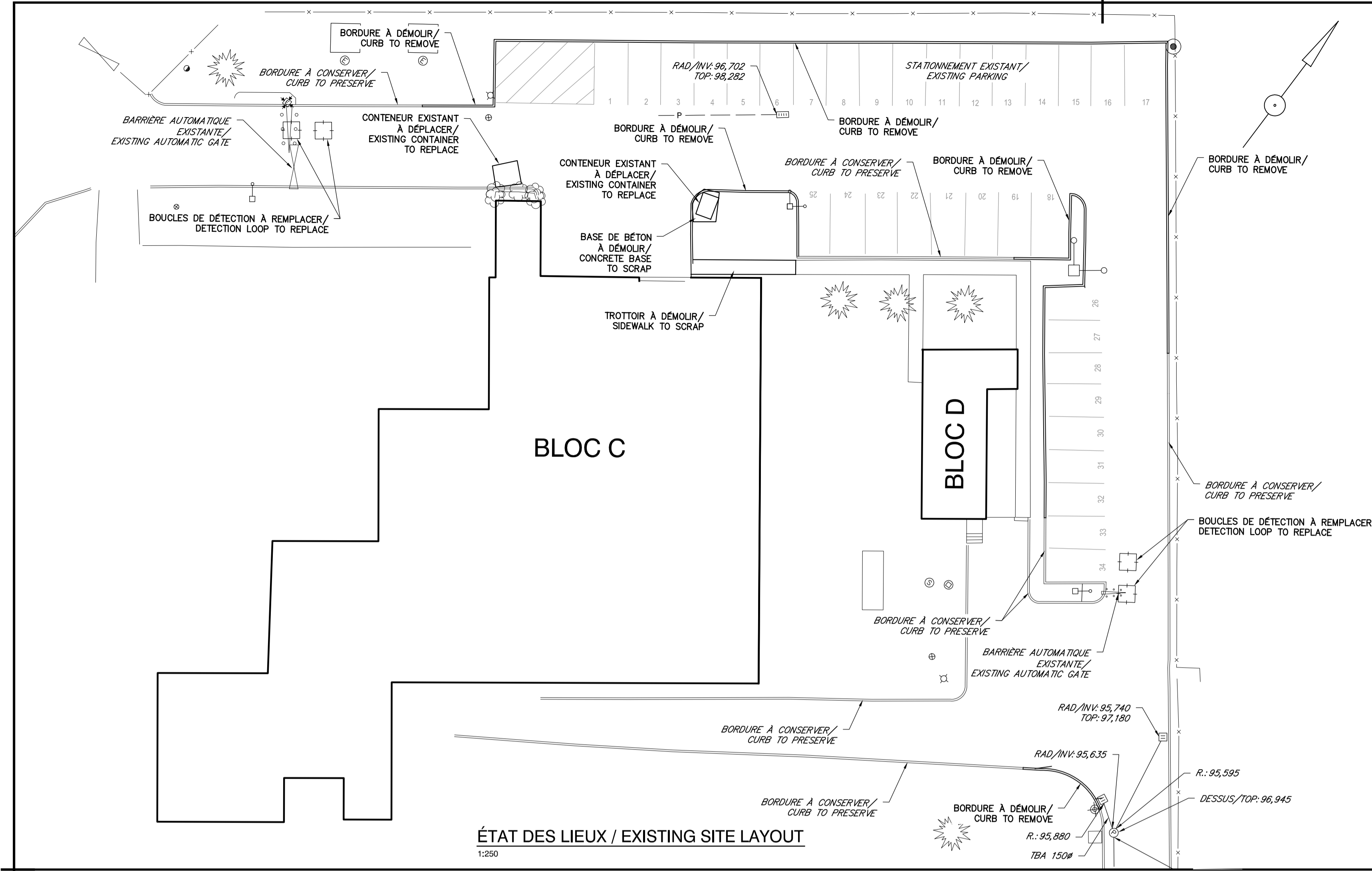
3.5 CLEANING

- .1 Progress Cleaning: clean in accordance with Section 01 74 11 - Cleaning.
 - .1 Leave Work area clean at end of each day.
 - .2 Keep pavement and area adjacent to site clean and free from mud, dirt, and debris at all times.
- .2 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment.
 - .1 Clean and reinstate areas affected by Work.

3.6 ACCEPTANCE

- .1 Turf Grass Nursery Sod areas will be accepted by Departmental Representative provided that:
 - .1 Sodded areas are properly established.
 - .2 Sod is free of bare and dead spots.

END OF SECTION



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révisions / revisions	description	date
0	POUR SOUMISSION	2015-10-01
A	POUR COMMENTAIRE 99%	2015-09-25

A	A no. du détail / detail no.
B	B no de la feuille où détail exigé / sheet no. where detail required
C	C no. de la feuille où détaillé / sheet no. where detailed

Projet: 2560, boul. Hochelaga blvd, Québec, QC, G1V 2J3

REFECTION DES STATIONNEMENTS LOT 1
REFECTION PARKINGS LOT 1

Dessin: CIVIL / CIVIL

AMÉNAGEMENT EXTERIEUR EXTERIOR LAYOUT

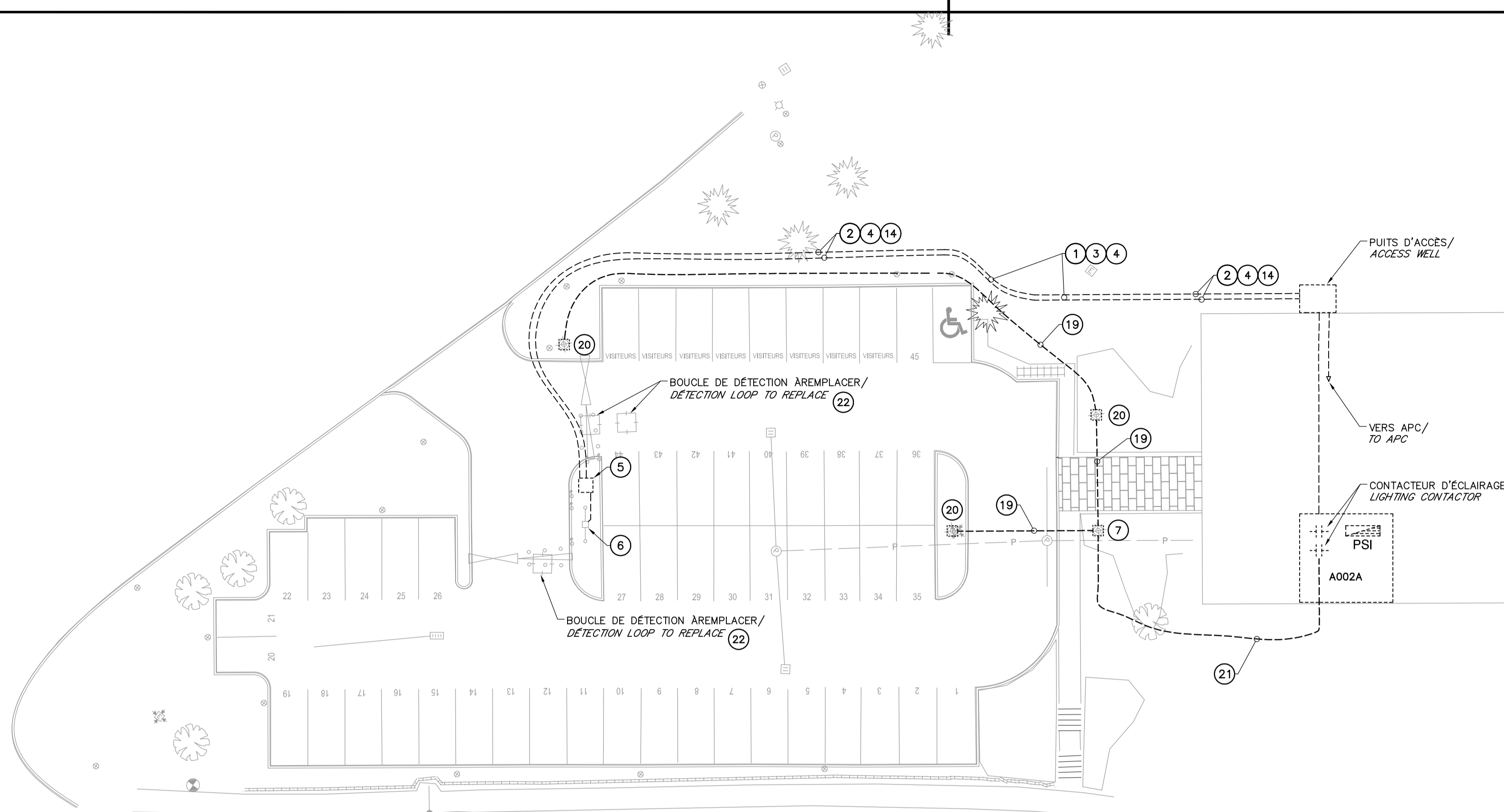
Conçu par / Designed By	Date	Dessiné par / Drawn By	Date	Approuvé par / Approved By	Date	Soumission / Tender
L. Farag, ing.	2015/09/25	S. Lajoie, dess.	2015/09/25	G. Roy, ing.	2015/09/25	POUR SOUMISSION

Administrateur de projets: Project Manager

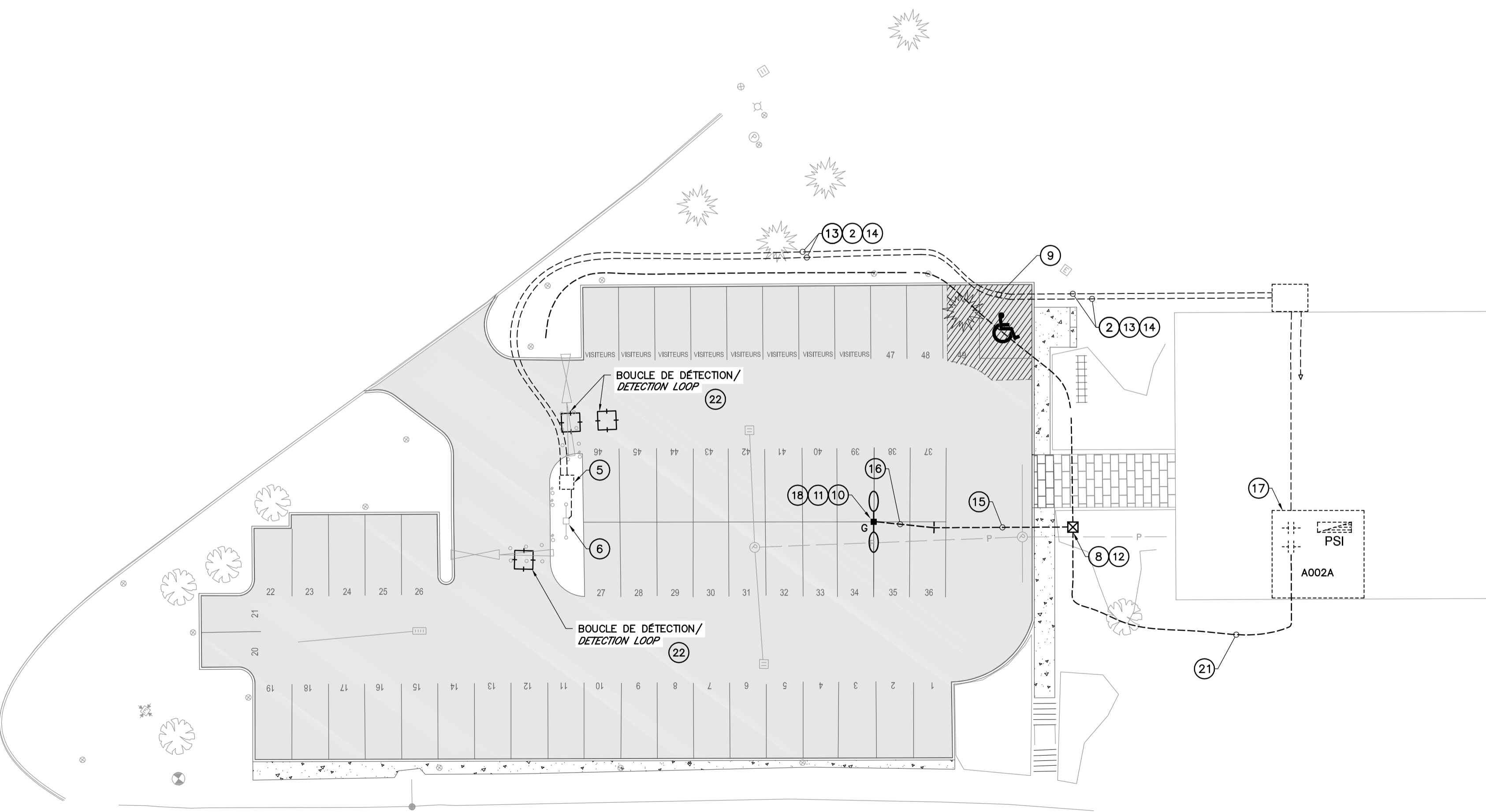
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R.0740047.001	14-41A
TPSGC / PWGSC Client	Client

Nom du fichier / File name	No de classement
QUE-00228786_C02.DWG	
No de plan ou dessin / Drawing or plan no.	No de la feuille / Sheet no.
C01-PN-BAT-R_074004_001	C02/02

TPSGC-PWGSC A1 (841x594)



ÉTAT DES LIEUX / EXISTING SITE LAYOUT
1:250



AMÉNAGEMENT PROPOSÉ / PROPOSED DEVELOPMENT
1:250

LÉGENDE / LEGEND

- PRISE DE COURANT 15 A, 120 V, DUPLEX. / G.F.I. POWER OUTLET 15 A, 120 V, DUPLEX.
- PANNEAU DE DÉRIVATION. / BRANCH PANEL.
- LAMPADAIRE. / LAMPOST.
- BOÎTE DE JONCTION. / JUNCTION BOX.
- CONDUIT SOUTERRAIN. / UNDERGROUND CONDUIT.
- ÉQUIPEMENT EXISTANT À CONSERVER. / EXISTING EQUIPMENT RETAIN.
- NOUVEL ÉQUIPEMENT. / NEW EQUIPMENT.

NOTES DESCRIPTIVES / DESCRIPTIVE NOTES

- 1 INTERCEPTER LE CONDUIT EXISTANT À CET ENDROIT. / AT THIS PLACE, INTERCEPT THE EXISTING CONDUIT.
- 2 CONDUIT EXISTANT 27mmØ + 5#12 + 1#12 VERT. / 27mmØ EXISTING CONDUIT + 5#12 + 1#12 GREEN.
- 3 COUPER CONDUIT EXISTANT. / CUT THE EXISTING CONDUIT.
- 4 RETIRER LES CÂBLES. / REMOVE WIRES.
- 5 GUÉRITÉ ET INTERCOM EXISTANTS. / EXISTING GATE AND INTERCOM.
- 6 LAMPADAIRE EXISTANT. / EXISTING LAMPOST.
- 7 ENLEVER LE LAMPADAIRE ET MASSIF POUR PERMETTRE DE RETIRER LES CÂBLES/ REMOVE THE LAMPOST AND BASE TO BE ABLE TO REMOVE THE CABLE.
- 8 NOUVELLE BOÎTE DE JONCTION SYNERTECH # 1324-12 AVEC MARQUAGE ÉLECTRIQUE POUR LES ÉPISURES D'ÉCLAIRAGE. / NEW SYNERTECH # 1324-12 JUNCTION BOX WITH ELECTRICAL MARKING FOR LIGHTING SPLICES.
- 9 NOUVEAU CONDUIT PVC 27mmØ ET 53mmØ. / NEW PVC CONDUIT 27mmØ AND 53mmØ.
- 10 VOIR DÉTAIL DE BASE DE LAMPADAIRE. / SEE DETAIL LAMPOST BASE.
- 11 NOUVEAU LAMPADAIRE TYPE G. / NEW LAMPOST G TYPE.
- 12 ÉPISURE SCOTCH CAST. / SCOTCH CAST SPLICES.
- 13 CÂBLE EXISTANT À REINSTALLER. / REINSTALL EXISTING WIRE.
- 14 CONDUIT 53mmØ EXISTANT + 4 PAIRES #22 + 2#16 + 3#18. / EXISTING CONDUIT 53mmØ + 4 PAIRS + 2#16 + 3#18.
- 15 CONDUIT EXISTANT PVC 27mmØ À PROLONGER. / EXISTING PVC CONDUIT 27mmØ TO EXTEND.
- 16 NOUVEAU CONDUIT 27mmØ AVEC NOUVEAU CÂBLE 2#12 RW90 + 1 VERT. / NEW PVC CONDUIT 27mmØ WITH NEW WIRE 2# 12 RW90 + 1 GREEN.
- 17 REFAIRE LES CONNEXIONS AUX CONTACTEURS D'ÉCLAIRAGE ET DES CIRCUITS TOUCHÉS DU PANNEAU PSI. / REDO THE CONNECTIONS TO THE LIGHTING CONTACTORS AND TO THE TOUCHED CIRCUIT INSIDE PANEL PSI.
- 18 ÉPISURE DE TYPE À COMPRESSION AVEC 3 RANGS DE RUBAN SUPER 88. / COMPRESSION SPLICE TYPE WITH 3 TURN OF TAPE SUPER 88.
- 19 CONDUIT EXISTANT À VIDER. / EXISTING CONDUIT TO ELIMINATE.
- 20 LAMPADAIRE ET MASSIF À ÉLIMINER. / LAMPOST AND BASE TO DISPOSE.
- 21 CONDUIT ET CÂBLE EXISTANTS À CONSERVER. / EXISTING CONDUIT AND WIRE RETAIN.
- 22 BOUCLE DE DÉTECTION EXISTANTE À REMPLACER PAR UNE BOUCLE PRÉFABRIQUÉE DE 1.8 M X 0.9 M ET INSTALLER SOUS LE NOUVEAU PAVAGE. / EXISTING DETECTION LOOP TO REPLACE BY ONLY PREFABRICATED LOOP 1.8 M X 0.9 M AND TO INSTALL UNDER NEW PAVEMENT.

NOTES GÉNÉRALE / GENERAL NOTE

L'EXCAVATION ET REMBLAYAGE EST À LA CHARGE DE L'ÉLECTRICIEN. / THE FILL AND EXCAVATION ARE IN THE ELECTRICIAN CONTRACT.

TYPE G / Type G

LAMPADAIRE AVEC POTEAU DE 4.5 M / Lamppost W/4.5 M pole
 MONTAGE DOUBLE 180° AVEC DEUX LUMINAIRES / Dual mounting 180° W/2 luminaires
 BOÎTIER EN ALUMINIUM MOULÉ SOUS PRESSION FINI NOIR / Aluminium die-cast housing, black finish
 DEGRÉ DE PROTECTION CLASSIFIÉ IP66 CERTIFIÉ / Certified IP66 protection class
 PORTE AVEC ACCÈS SANS OUTIL / Access door requiring no tools
 4000 K COOL, MINIMUM 70 CRI / 4000 K COOL, minimum 70 CRI
 TEMPÉRATURE D'OPÉRATION ENTRE -30 & 40C / Operating temperature between -30 & 40C
 DISPOSITIF DE PROTECTION DE SURTENSION DE 10kV/10kV overvoltage protection device
 96 LUMENS PAR WATT / 96 lumens per watt
 PILOTE ÉLECTRONIQUE 120 VOLTS DE 350mA / 120-volts, 350mA electronic pilot
 APPAREIL 2 BARRES LED DE 21 LED CONSOMMATION / Fixture W/2 LED bars of 21 LEDs each consumption 25W PAR BARRE / 25W per bar
 CONSOMMATION TOTALE DE 51 WATTS / Total consumption 51 watts
 DISTRIBUTION TYPE 4 / Type 4 distribution
 TEMPÉRATURE DE TEST D'OPÉRATION DE 55 CELSIUS / Operational testing temperature 55 celsius
 POUR UNE DURÉE DE VIE DE 50 000 HEURES À CETTE TEMPÉRATURE / For a 50 000 hour duration at this temperature
 GARANTIE DE 5 ANS MINIMUM / 5-years minimum warranty
 RÉPONDANT AUX NORMES LM79 & LM80 / Compliant with LM79 & LM80 standards

POTEAUX EN ACIER / Steel poles

RÉFÉRENCES DE CERTIFICATION : CSA C22.2 NUMÉRO 206-FM1987 (R2008), POTEAUX D'ÉCLAIRAGE, SOUDÉES CONFORMES À LA NORME CSAW59.1-F03 (C2008) ET W.47.1-F09, CERTIFIÉ CWB ALIMENTATION SOUTERRAINE POTEAUX À MONTER SUR SOCLE EN BÉTON SANS EMBASE POUR TRANSFORMATEUR POTEAUX EN ACIER GALVANISÉ À CHAUD AVEC FINI NOIR PEINT DE POUDRE DE POLYESTER. MONO PIÈCE DE FORME CARRÉ 4" X 4" D'UNE LONGUEUR TOTALE DU FÔT DE 4573MM PAR DU FÔT D'UNE ÉPAISSEUR D'AU MOINS 4.8 MM. (188 DE POLICE) TROU DE MAIN (75 MM X 152 MM) À 457 MM AU-DESSUS DE LA BASE, AVEC CADRE DE RENFORT SOUDÉ ET COUVERCLE BOULONNÉ, JOINT NEOPRENE, POUR L'ACCÈS AUX CONNEXIONS ÉLECTRIQUES. BORNE DE MISE À LA TERRE. REVÊTEMENT DE FINITION ÉLECTRODÉPOSITION THERMOURÇISSABLES, COMPRENANT UN NETTOYAGE AU JET DE SABLE, DEUX (2) APPRÊTS DE POUDRE À BASE DE ZINC ET D'UNE (1) COUCHE DE POLYESTER THERMOURÇISSABLE DE COULEUR NOIR S'APPAREILLANT TOUT À FAIT À LA COULEUR DES NOUVEAUX LUMINAIRES. UN (1) CACHE BASE EN ALUMINIUM PEINT, ENSEMBLE ROBUSTE HOMOLOGUE CSA / Certification reference: CSA C22.2 no 206-FM1987 (R2008), lighting poles; welds to CSAW59.1-F03 (C2008) and W.47.1-F09, CWB certified, underground electrical power, concrete base mounted pole w/out transformer bed plate, pole in hot-dip galvanized steel w/black finish coat of polyester powder paint, one-piece 4" x 4" square shape, total length of pole 4572mm, minimum wall thickness 4.8 mm (188th inch), hand-hole (75 mm x 152 mm) located 457mm above the base; w/welded reinforcing frame and bolted cover, neoprene joint for access to electrical connections, ground terminal finish coating by electroplating, thermosetting, includes sandblasting, two (2) coats of zinc-based powder and one (1) coat of thermoset polyester, colour black to match perfectly that of the new luminaires, one (1) base cover in painted aluminium, provide CSA approved sturdy assembly
 LAMPADAIRE DE TYPE G / POSTLAMP TYPE G
 # PPSS415 HAB-GALVZ2D-180 C.B. 8" INDUSTRIE PRÉCISION PLUS INC.
 ANCRAGE: 19mm x 900mm GALVANISÉ
 COOPER SÉRIE VISION / VISION SERIES VXS-B02-LED-1-1L-4-BZ-C/A MA1071-BZ

Canada

Agriculture et Agroalimentaire Canada / Agriculture and Agri-Food Canada

Les Services exp inc.
 T: +1.418.623.0598 F: +1.418.623.1636
 5400, boul. des Galeries, bureau 205
 Québec, QC G2K 2B4
 CANADA
 www.exp.com

• BÂTIMENT • DÉVELOPPEMENT DURABLE • ÉNERGIE •
 • INDUSTRIEL • INFRASTRUCTURES •
 • SOLS ET ENVIRONNEMENT •

0	POUR SOUMISSION	2015-10-01
A	POUR COMMENTAIRE 99%	2015-09-25
révisions / description / date		

A	
B	C

A no. du détail / detail no.
 B no de la feuille où détail exigé / sheet no. where detail required
 C no. de la feuille où détaillé / sheet no. where detailed

Projet / Project: 2560, boul. Hochelaga Blvd, Québec, QC, G1V 2J3

RÉFECTION DES STATIONNEMENT LOT 1
SERVICE BUILDING EXPANSION

ÉLECTRICITÉ ELECTRICITY

AMÉNAGEMENT EXTÉRIEUR EXTERIOR LAYOUT

Conçu par / Designed By: L-D. Houle, ing.	Date / Date: 2015/09/25
Dessiné par / Drawn By: J. Ruiz, dess.	Date / Date: 2015/09/25
Approuvé par / Approved By: L-D. Houle, ing.	Date / Date: 2015/09/25
Soumission / Tender: POUR SOUMISSION	
Administrateur de projets / Project Manager	
No du projet / Project no.: R.0740047.001	No du projet / Project no.: 14-41A
TPSGC / Client: PWGSC	Client / Client: 14-41A
Nom du fichier / File name: QUE-00228786_E01.DWG	
No de plan ou dessin / Drawing or plan no.: E01-PN-BAT-R_074004_001	
No de la feuille / Sheet no.: E01/02	

Les Services exp inc.
 5400, boul. des Galeries, bureau 205
 Québec, QC G2K 2B4
 CANADA



- BÂTIMENT • DÉVELOPPEMENT DURABLE • ÉNERGIE
- INDUSTRIEL • INFRASTRUCTURES
- SOLS ET ENVIRONNEMENT

0	POUR SOUMISSION	2015-10-01
A	POUR COMMENTAIRE 99%	2015-09-25

révisions	description	date
A	no. du détail detail no.	
B	no de la feuille où détail exigé sheet no. where detail required	
C	no. de la feuille où détaillé sheet no. where detailed	

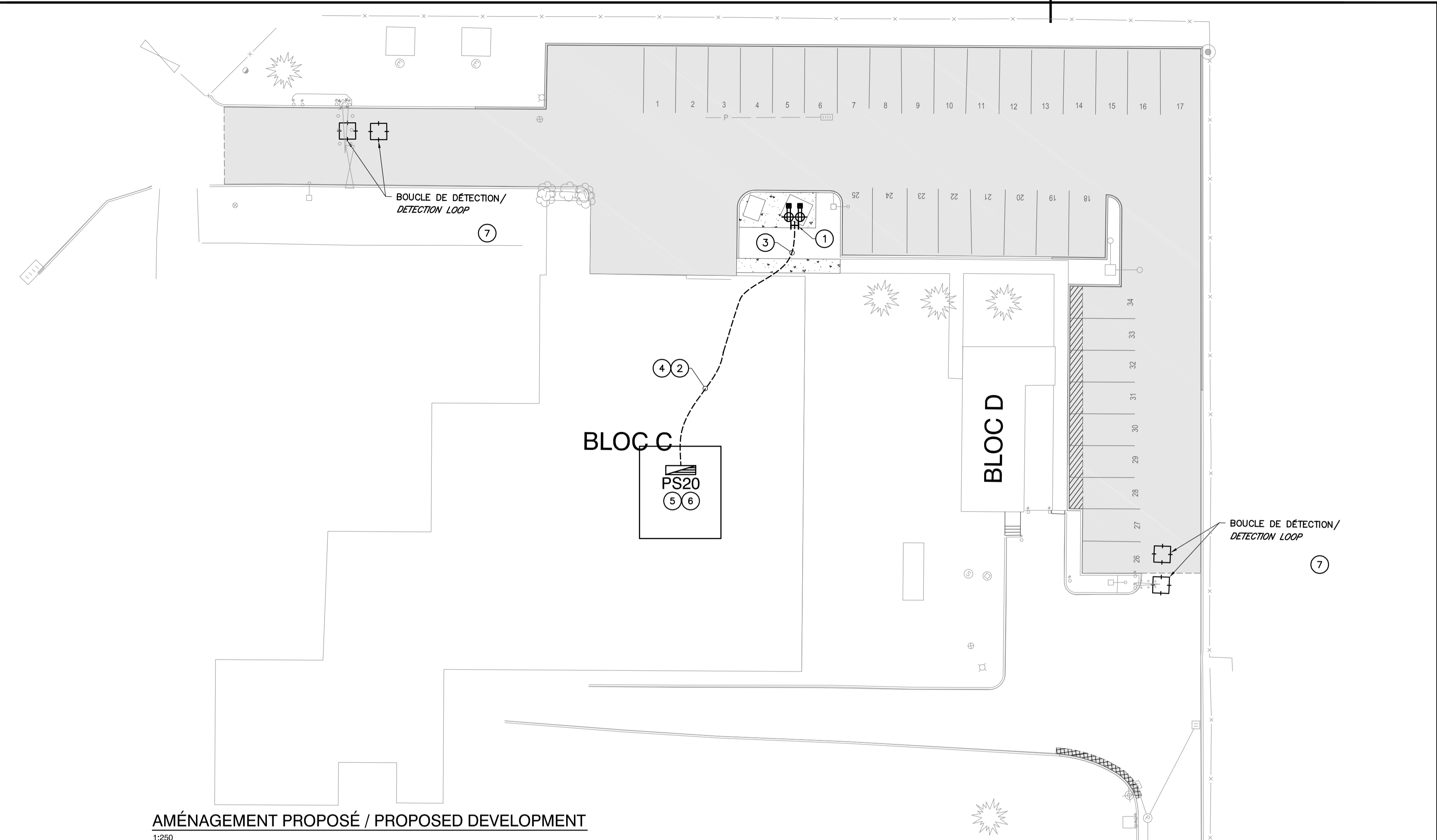
Projet: 2560, boul. Hochelaga Blvd, Québec, QC, G1V 2J3

REFECTION DES STATIONNEMENTS LOT 1
 SERVICE BUILDING EXPANSION

ÉLECTRICITÉ
 ELECTRICITY
 AMÉNAGEMENT EXTÉRIEUR
 EXTERIOR LAYOUT

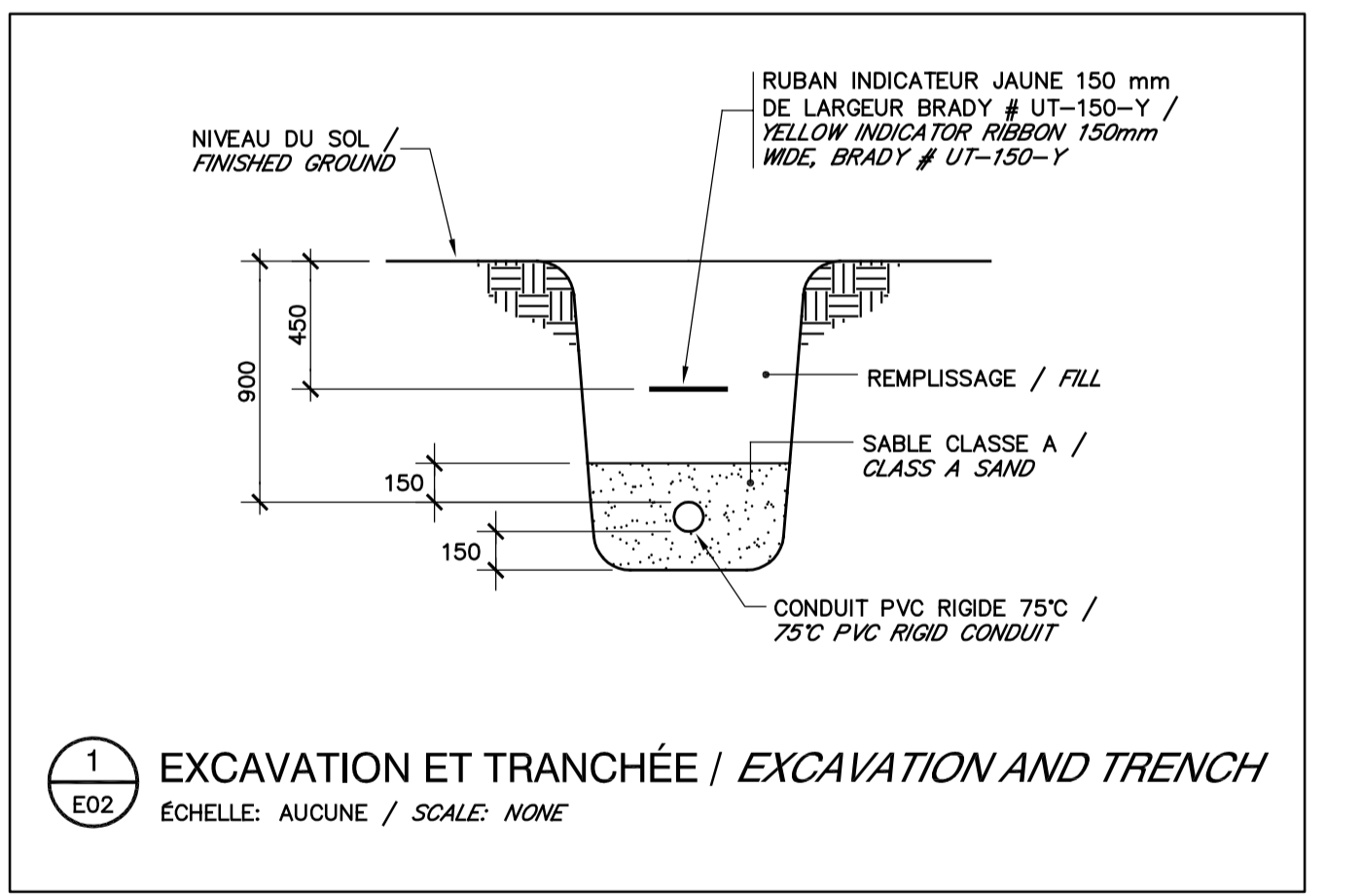
Conçu par	L-D, Houle, ing.	Designed By
Date	2015/09/25	(aaaa/mm/jj)
Dessiné par	J. Ruiz, dess.	Drawn By
Date	2015/09/25	(aaaa/mm/jj)
Approuvé par	L-D, Houle, ing.	Approved By
Date	2015/09/25	(aaaa/mm/jj)
Soumission	POUR SOUMISSION	Tender

Administrateur de projets		Project Manager
No du projet	R.0740047.001	Project no.
TPSGC	PWGSC	Client
Nom du fichier	QUE-00228786_E02.DWG	File name
No de plan ou dessin	E01-PN-BAT-R_074004_001	Drawing or plan no.
		No de la feuille
		E02/02
		Sheet no.

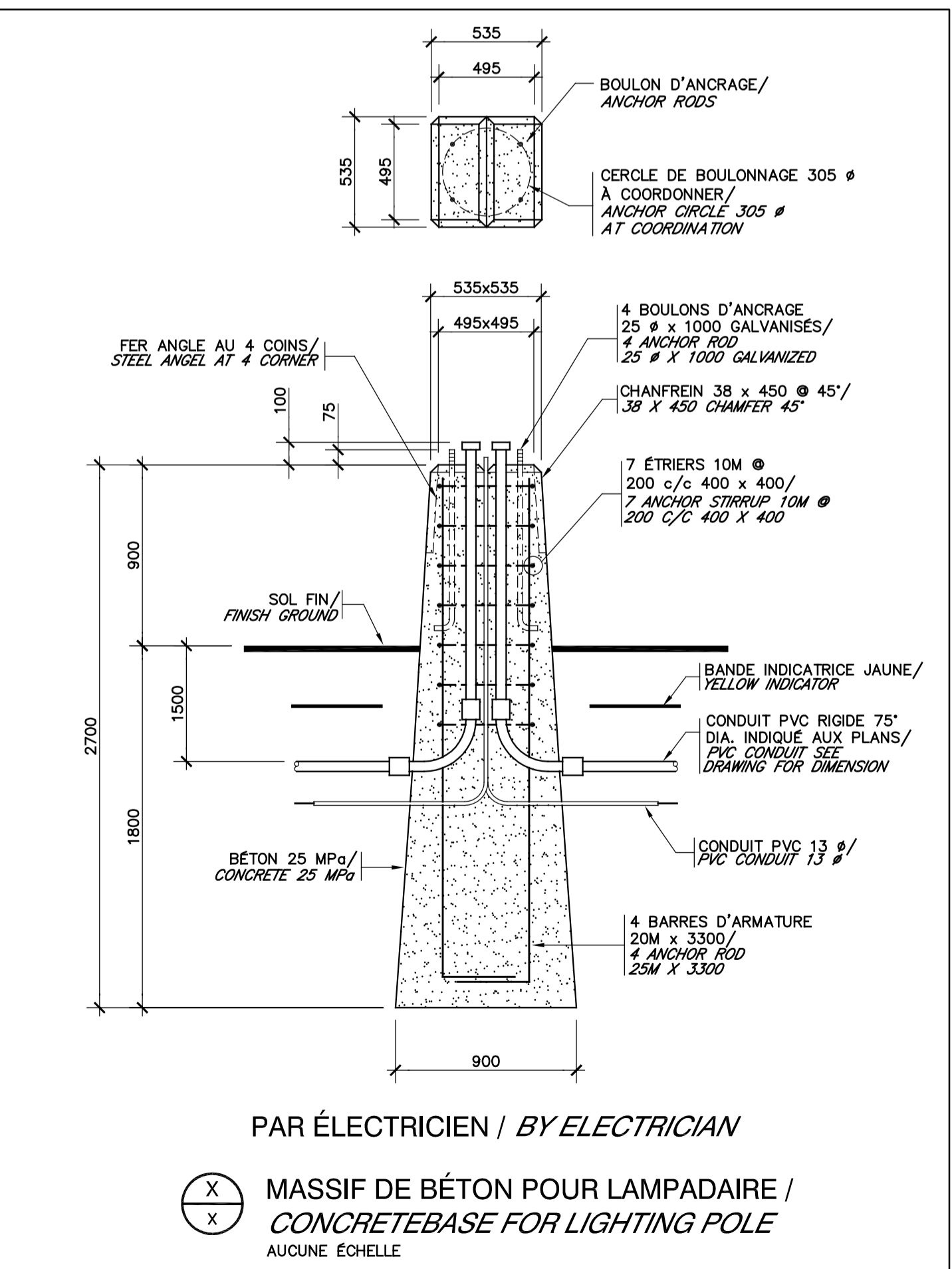


- NOTES DESCRIPTIVES / DESCRIPTIVE NOTES**
- VOIR DÉTAIL 3/E02 PRISE DE COURANT POUR CONTENEUR. / SEE DETAIL 3/E02 ELECTRICAL OUTLET FOR CONTAINER.
 - NOUVEAU CONDUIT PVC 27mmø + 3#10 + 1#10 VERT. / NEW PVC CONDUIT 27mmø + 3#10 + 1#10 GREEN.
 - VOIR DÉTAIL DE TRANCHEE. / SEE TRENCH DETAIL.
 - INSTALLATION FIXÉE À LA DALLE. / FIX CONDUIT TO STRUCTURE.
 - PRÉVOIR DEUX DISJONCTEURS 15A, 1ø TEL QUE L'EXISTANT. / ADD TWO BREAKER 15A, 1ø SAME AS THE EXISTING.
 - PANNEAU ÉLECTRIQUE / EXISTING ELECTRICAL PANEL.
 - BOUCLE DE DÉTECTION EXISTANTE À REMPLACER PAR UNE BOUCLE PRÉFABRIQUÉE DE 1.8 M X 0.9 M ET INSTALLER SOUS LE NOUVEAU PAVAGE. / EXISTING DETECTION LOOP TO REPLACE BY ONLY PREFABRICATED LOOP 1.8 M X 0.9 M AND TO INSTALL UNDER NEW PAVEMENT.

AMÉNAGEMENT PROPOSÉ / PROPOSED DEVELOPMENT
 1:250

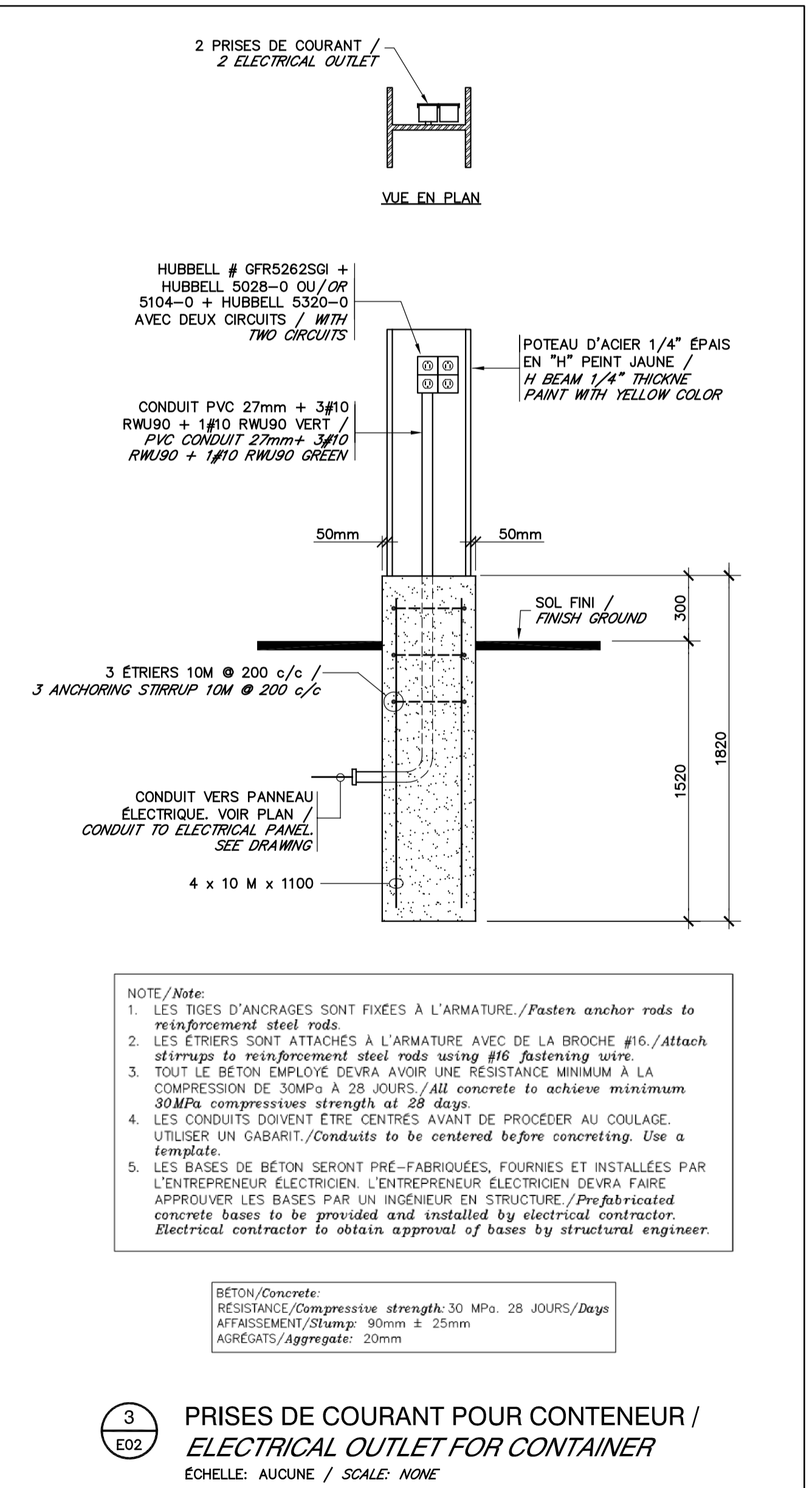


1 E02 EXCAVATION ET TRANCHEE / EXCAVATION AND TRENCH
 ÉCHELLE: AUCUNE / SCALE: NONE



PAR ÉLECTRICIEN / BY ELECTRICIAN
 X MASSIF DE BÉTUN POUR LAMPADAIRE / CONCRETE BASE FOR LIGHTING POLE
 AUCUNE ÉCHELLE

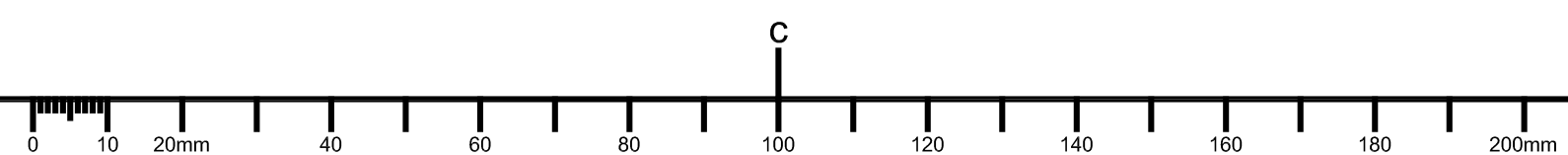
BÉTUN/Concrete: RESISTANCE/Compressive strength: 30 MPa, 28 JOURS/Days AFFAISSEMENT/Slump: 90mm ± 25mm AGREGATS/Aggregate: 20mm



- NOTE/Note:**
- LES TIGES D'ANCRAGES SONT FIXÉES À L'ARMATURE. / Fasten anchor rods to reinforcement steel rods.
 - LES ÉTRIERS SONT ATTACHÉS À L'ARMATURE AVEC DE LA BROCHE #16. / Attach stirrups to reinforcement steel rods using #16 fastening wire.
 - TOUT LE BÉTUN EMPLOYÉ DEVRA AVOIR UNE RESISTANCE MINIMUM À LA COMPRESSION DE 30MPa À 28 JOURS. / All concrete to achieve minimum 30MPa compressive strength at 28 days.
 - LES CONDUITS DOIVENT ÊTRE CENTRÉS AVANT DE PROCÉDER AU COULAGE. UTILISER UN GABARIT. / Conduits to be centered before concreting. Use a template.
 - LES BASES DE BÉTUN SERONT PRÉ-FABRIQUÉES, FOURNIES ET INSTALLÉES PAR L'ENTREPRENEUR ÉLECTRICIEN. L'ENTREPRENEUR ÉLECTRICIEN DEVRA FAIRE APPRÉOVER LES BASES PAR UN INGÉNIEUR EN STRUCTURE. / Prefabricated concrete bases to be provided and installed by electrical contractor. Electrical contractor to obtain approval of bases by structural engineer.

BÉTUN/Concrete: RESISTANCE/Compressive strength: 30 MPa, 28 JOURS/Days AFFAISSEMENT/Slump: 90mm ± 25mm AGREGATS/Aggregate: 20mm

3 E02 PRISES DE COURANT POUR CONTENEUR / ELECTRICAL OUTLET FOR CONTAINER
 ÉCHELLE: AUCUNE / SCALE: NONE





Appendix "F"

INSURANCE TERMS

INSURANCE TERMS

IN1 GENERAL

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

IN2 COMMERCIAL GENERAL LIABILITY

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

IN3 AUTOMOBILE INSURANCE

- IN3.1 Scope of Policy

IN1 GENERAL

IN1.1 Worker's Compensation

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

IN1.2 Indemnification

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

IN1.3 Proof of Insurance

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

IN1.4 Insured

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

IN1.5 Payment of Deductible

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

INSURANCE TERMS (Continued)

IN2 COMMERCIAL GENERAL LIABILITY

IN2.1 Scope of Policy

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

IN2.2 Period of Insurance

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

IN3 AUTOMOBILE INSURANCE

IN3.1 Scope of Policy

- 1) Automobile Liability Insurance in respect of licensed vehicles shall have limits of not less than one million dollars inclusive per occurrence for bodily injury, death, and damage to property.



Appendix "G"

CONTRACT DOCUMENTS

MAJOR WORKS - CONTRACT DOCUMENTS

SC01 CONTRACT DOCUMENTS

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

SC02 ACCEPTANCE AND CONTRACT

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



Appendix "H"

CONTRACT

CONTRACT

PURCHASING OFFICE

Agriculture and Agri-Food Canada
 Eastern Service Centre
 Tender Receiving Unit
 2001 University Street., Suite 671-TEN
 Montréal, Quebec
 H3A 3N2

Your tender is accepted to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the construction listed herein and on any attached sheets at the price or prices set out therefor.

Comments

Vendor / Firm Name and Address

Title		
Solicitation / Contract No.		Date
Client Reference No.		
File No.		
Financial Code(s) <div style="text-align: right; margin-top: 10px;"> <input type="radio"/> GST <input type="radio"/> HST <input type="radio"/> QST </div>		
F.O.B Destination		
Applicable Taxes Included		
Destination		
Invoices - Original and two copies to be sent to :		
Address Enquiries to:		
Telephone No.	Ext.	Fax No.
Total Estimated Cost		Currency Type CAD
For the Minister		
_____ Signature		_____ Date



FORMS

- Bid Bond
- Certificate of Insurance
- Labour and Material Payment Bond
- Performance Bond
- T4-A Certification

BID BOND

BOND NUMBER: _____

AMOUNT: _____

KNOW ALL PERSONS BY THESE PRESENTS, that _____ as Principal,
hereinafter called the Principal, and _____ as Surety,

hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto Her Majesty the Queen in right of Canada as represented by the Minister of Agriculture and Agri-Food, as Oblige, hereinafter called the Crown, in the amount of

_____ dollars (\$ _____), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this _____ day of _____, 20__.

WHEREAS, the Principal has submitted a written tender to the Crown, dated the _____ day of _____, 20__,

for _____

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if:

- (a) the Principal, should his tender be accepted within the period specified by the Crown, or, if no period be specified, within sixty (60) days after closing date of the tender, does execute within a period specified by the Crown, or, if no period be specified therein, within fourteen (14) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the tender as accepted, and does furnish a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract price and satisfactory to the Crown, or other security acceptable to the Crown, or
- (b) the Principal does pay to the Crown the difference between the amount of the Principal's tender and the amount of the Contract entered into by the Crown for the work, supplies and services which were specified in the said tender, if the latter amount be in excess of the former,

then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that the Surety and the Principal shall not be liable to the Crown for an amount greater than the amount specified in this bond.

PROVIDED FURTHER that the Surety shall not be subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

Principal

Witness

Surety

Note: Affix Corporate seal if applicable.

CERTIFICATE OF INSURANCE

To be completed by the Insurer

CONTRACT					
Description and location of work					Contract No.
					Project No.
INSURER			BROKER		
Company name			Company name		
Unit/Suite/Apt.	Street number	Number suffix	Unit/Suite/Apt.	Street number	Number suffix
Street name			Street name		
Street type	Street direction	PO Box or Route Number	Street type	Street direction	PO Box or Route Number
Municipality (City, Town, etc.)			Municipality (City, Town, etc.)		
Province/State	Postal/ZIP code		Province/State	Postal/ZIP code	
INSURED			ADDITIONAL INSURED		
Contractor name			Her Majesty the Queen in right of Canada as represented by the Minister of Agriculture and Agri-Food Canada.		
Unit/Suite/Apt.	Street number	Number suffix			
Street name					
Street type	Street direction	PO Box or Route Number			
Municipality (City, Town, etc.)					
Province/State	Postal/ZIP code				
This insurer certifies that the following policies of insurance are at present in force covering all operations of the Insured, in connection with the contract made between the named insured and Her Majesty the Queen in right of Canada, represented by the Minister of Agriculture and Agri-Food Canada.					
POLICY					
Type	Number	Inception date	Expiry date	Limit of liability (\$)	
Commercial General Liability					
Builder's Risk "All Risks"					
Installation Floater "All Risks"					
Other (list)					
Each of these policies includes the coverages and provisions as specified in Insurance Terms and each policy has been endorsed to cover Her Majesty as an Additional Insured. The Insurer agrees to notify Her Majesty and the Named insured in writing thirty (30) days prior to any material change in, or cancellation of any policy or coverage.					
_____		_____		_____	
Name of Insurer's Officer or Authorized Employee		Telephone number		Ext.	
_____		_____		_____	
Signature		Date			

LABOUR AND MATERIAL PAYMENT BOND

BOND NUMBER: _____

AMOUNT: _____

KNOW ALL PERSONS BY THESE PRESENTS, that _____ as Principal,
hereinafter called the Principal, and _____ as Surety,

hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto Her Majesty the Queen in right of Canada as represented by the Minister of Agriculture and Agri-Food, as Obligee, hereinafter called the Crown, in the amount of

_____ dollars (\$ _____), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this _____ day of _____, 20__

WHEREAS, the Principal has entered into a Contract with the Crown dated the _____ day of _____, 20__,
for _____

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if payment is promptly made to all Claimants who have performed labour or services or supplied material in connection with the Contract and any and all duly authorized modifications and extensions of the Contract that may hereafter be made, notice of which modifications and extensions to the Surety being hereby waived, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. For the purpose of this bond, a Claimant is defined as one having a direct contract with the Principal or any Sub-Contractor of the Principal for labour, material or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone services or rental of equipment (but excluding rental of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract.
2. For the purpose of this Bond, no payment is required to be made in respect of a claim for payment for labour or services performed or material supplied in connection with the Contract that represents a capital expenditure, overhead or general administration costs incurred by the Principal during the currency or in respect of the Contract.
3. The Principal and the Surety hereby jointly and severally agree with the Crown that if any Claimant has not been paid as provided for under the terms of his contract with the Principal or a Sub-Contractor of the Principal before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's labour or service was done or performed or materials were supplied by such Claimant, the Crown may sue on this bond, have the right to prosecute the suit to final judgment for such sum or sums as may be due and have execution thereon; and such right of the Crown is assigned by virtue of Part VIII of the *Financial Administration Act* to such Claimant.
4. For the purpose of this bond the liability of the Surety and the Principal to make payment to any claimant not having a contract directly with the Principal shall be limited to that amount which the Principal would have been obliged to pay to such claimant had the provisions of the applicable provincial or territorial legislation on lien or privileges been applicable to the work. A claimant need not comply with provisions of such legislation setting out steps by way of notice, registration or otherwise as might have been necessary to preserve or perfect any claim for lien or privilege which the claimant might have had. Any such claimant shall be entitled to pursue a claim and to recover judgment hereunder subject to the terms and notification provisions of the Bond.
5. Any material change in the Contract between the Principal and the Crown shall not prejudice the rights or interest of any Claimant under this Bond who is not instrumental in bringing about or has not caused such change.

6. No suit or action shall be commenced hereunder by any Claimant:

- (a) Unless such Claimant shall have given written notice within the time limits hereinafter set forth to the Principal and the Surety above named, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal and the Surety at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the Contract is located. Such notice shall be given
 - (i) in respect of any claim for the amount or any portion thereof required to be held back from the Claimant by the Principal or by the Sub-Contractor of the Principal under either the terms of the Claimant's Contract with the Principal or the Claimant's Contract with the Sub-Contractor of the Principal within one hundred and twenty (120) days after such Claimant should have been paid in full under this Contract;
 - (ii) in respect of any claim other than for the holdback or portion thereof referred to above within one hundred and twenty (120) days after the date upon which such Claimant did or performed the last of the service, work or labour or furnished the last of the materials for which such claim is made under the Claimant's Contract with the Principal or a Sub-Contractor of the Principal;
- (b) After the expiration of one (1) year following the date on which the Principal ceased work on the said Contract, including work performed under the guarantees provided in the Contract;
- (c) Other than in a court of competent jurisdiction in the province or district of Canada in which the subject matter of the Contract or any part thereof is situated and not elsewhere, and the parties hereto hereby agree to submit to the jurisdiction of such court.

7. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

8. The Surety shall not be entitled to claim any moneys relating to the Contract and the liability of the Surety under this Bond shall remain unchanged and, without restricting the generality of the foregoing, the Surety shall pay all valid claims of Claimants under this Bond before any moneys relating to the Contract held by the Crown are paid to the Surety by the Crown.

9. The Surety shall not be liable for a greater sum than the amount specified in this bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

Principal

Witness

Surety

Note: Affix Corporate seal if applicable.

PERFORMANCE BOND

BOND NUMBER: _____

AMOUNT: _____

KNOW ALL PERSONS BY THESE PRESENTS, that _____ as Principal,
hereinafter called the Principal, and _____ as Surety,

hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto Her Majesty the Queen in right of Canada as represented by the Minister of Agriculture and Agri-Food, as Obligee, hereinafter called the Crown, in the amount of

_____ dollars (\$ _____), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this _____ day of _____, 20__.

WHEREAS, the Principal entered into a Contract with the Crown dated the _____ day of _____, 20__,
for _____

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if the Principal shall well and faithfully observe and perform all the obligations on the part of the Principal to be observed and performed in connection with the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. Whenever the Principal shall be, and declared by the Crown to be, in default under the Contract, the Surety shall:
 - (a) if the work is not taken out of the Principal's hands, remedy the default of the Principal,
 - (b) if the work is taken out of the Principal's hands and the Crown directs the Surety to undertake the completion of the work, complete the work in accordance with the Contract provided that if a contract is entered into for the completion of the work,
 - (i) it shall be between the Surety and the completing contractor, and
 - (ii) the selection of such completing contractor shall be subject to the approval of the Crown,
 - (c) if the work is taken out of the Principal's hands and the Crown, after reasonable notice to the Surety, does not direct the Surety to undertake the completion of the work, assume the financial responsibility for the cost of completion in excess of the moneys available to the Crown under the Contract,
 - (d) be liable for and pay all the excess costs of completion of the Contract, and
 - (e) not be entitled to any Contract moneys earned by the Principal, up to the date of his default on the Contract and any holdbacks relating to such earned Contract moneys held by the Crown, and the liability of the Surety under this Bond shall remain unchanged provided, however, and without restricting the generality of the foregoing, upon the completion of the Contract to the satisfaction of the Crown, any Contract moneys earned by the Principal or holdbacks related thereto held by the Crown may be paid to the Surety by the Crown.
2. The Surety shall not be liable for a greater sum than the amount specified in this Bond.
3. No suit or action shall be instituted by the Crown herein against the Surety pursuant to these presents after the expiration of two (2) years from the date on which final payment under the Contract is payable.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

Principal

Witness

Surety

Note: Affix Corporate seal if applicable.



T4-A CERTIFICATION

The Contractor shall complete and submit this T4-A Certification within fourteen (14) calendar days of Notification of Contract award and within fourteen (14) calendar days immediately following any change to the information already provided under the Contract. Failure to provide this information or failure to provide the correct information shall result in a fundamental breach of the Contract.

1. The Contractor shall enter a [x] in one of the boxes below opposite the description that best describes its status.

- [] A business incorporated either federally or provincially;
[] An unincorporated business, either as a sole proprietor or a partnership; or
[] An individual.

Note: The information provided in Section 2 must correspond with that provided in Section 1.

Corporate or unincorporated business or individual's name: _____

Street Name or Box #: _____

City, Town or Village: _____

Province: _____

Postal Code: _____

2. Contractor shall complete Section 2(a) or 2(b) or 2(c), whichever is applicable to its situation.

(a) If incorporated:

Business Number (BN): _____, or
GST / HST Number: _____, or
T2 Corporation Tax Number (T2N): _____, whichever is applicable

(b) If unincorporated:

Social Insurance Number (SIN): _____, and
Business Number (BN): _____, or
GST / HST Number: _____, whichever is applicable

Note: The Unincorporated Business Name must be the same as the name associated with the Revenue Canada Business Number or the GST Number.

(c) If individual:

Social Insurance Number (SIN): _____, and
Business Number (BN): _____, or
GST / HST Number: _____, whichever is applicable

Note: The Individual's Name must be the same as the name associated with the Social Insurance Number.

3. WE HEREBY CERTIFY that I/We have examined the information provided above, including the legal name, address and Revenue Canada identifier (SIN, BN, GST / HST No., T2N), as applicable, and that it is correct and complete, and fully discloses my/our identification.

Contractor's signature Title of Signatory Date