



Environnement  
Canada

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# ***CONTRACT SPECIFICATIONS***

## **Supply and installation of Prefabricated Washrooms**

At the following locations;

1 - Big Creek National Wildlife Area, located south of Port Rowan Ontario

And at

2 - St Clair National Wildlife Area, located near Pain Court, Ontario

**Solicitation No: 5000017739**

**Environment Canada**

**Project No: BIGC-002 / STC-001**

**Issued for Tender  
December 9, 2015**

## 1. Title

The manufacture, supply, and installation of custom prefabricated restroom buildings for the Big Creek and St. Clair National Wildlife Areas.

## 2. Objective

Environment Canada - Canadian Wildlife Service requires the manufacture, supply, and installation of prefabricated restroom buildings that meet the specific requirements outlined in this document for the Big Creek and St Clair National Wildlife Areas.

## 3. Scope of Work

Manufacture, deliver, and install two (3-season) 10 ft. by 16 ft. prefabricated, accessible men's and women's washrooms: for installation at the Big Creek National Wildlife Area, located south of Port Rowan Ontario, and at St Clair National Wildlife Area, located near Pain Court, Ontario, respectively.

## 4. Deliverables

Environment Canada requires that the proposed prefabricated restroom buildings meet the following specifications and requirements:

### Design Requirements

Design shall meet or exceed the following requirements:

- The latest Ontario Building Code
- The latest accessibility standards
- The latest Ontario Fire Codes
- Electrical Safety Authority (ESA)
- Canadian Standard Association (CSA)
- Comply with current National Building Code, Accessibility for Ontarians with Disabilities Act, and any other relevant local and federal requirements or legislation

### Drawing and Specification Requirements

- Must meet or exceed all requirements as specified in the attached general conditions (**Appendix D and Appendix E**)
- Must meet the design requirements listed above
- Architectural / Structural / Mechanical / Electrical Drawings must be stamped by a licenced Professional Engineer practicing in Ontario

### General Contractor Requirements

- Supply and install two prefabricated restroom buildings on two sites (one building at each site)

- Contractor shall provide all material, equipment, labour, and supervision required to complete the works
- Includes craning the unit into place
- Includes the power hook up and all trenching and backfill as needed
- Includes all civil works and geotechnical requirements
- As the constructor on site the GC is responsible of all Health and Safety requirements and controls
- Complete all work for this project on time on budget
- Ensure all work is completed to the highest quality standards and best practices
- To pay for and obtain all permits
  - Building permit
  - SARA permit
  - EEE
  - ESA and electrical permit
- Complete and issue final As-Built drawing (in both CAD and PDF formats)
- Issue O&M Manuals complete with:
  - A contact list for all manufacturers, suppliers and sub-contractors
  - Contractor and manufacturer's warranties
  - Shall have copies of all approved stamped signed shop drawings
  - Submit copies of all inspections, reports, permits and photo records
  - Maintenance requirements
  - Building materials; manufacturer/supplier, product, colour selection, and coding
  - Complete manuals as per specifications
- Provide start up and commissioning reports and documentation
- Provide a photo record of all works completed on site
- Provide site training for E.C. staff

### Building Requirements

- Supply prefabricated restroom buildings including delivery to site and complete assembly and installation with all required electrical, plumbing, HVAC, and integrated waste storage compartment, grey water storage and freshwater tank for toilet operation and hand washing
- Minimum building footprint of 10' x 16' (160 square feet)
- Ability to winterize by either high pressure air or antifreeze
- A valve for injecting anti-freeze for winterizing, including pressurized injection vessel
- Four commercial grade sky lights (two per washroom)
- Heavy gauge wire mesh per sky light installed
- Soffit and ridge venting in both washrooms plus utility room
- All uncapped building openings/vents to have insect proof screening
- All building materials should be easy care, low maintenance, durable materials with quality and maintenance free interior and exterior finishes, easy to clean interior, and non-slip flooring
- All building materials need to be complete with all accessories, trims and fasteners to complete the system
- Material choice - considerations
  - colour profiles to be approved by Owner
  - easy cleaning and durable
  - fire rating (low flame spread)
  - tamper and graffiti resistant
- Sloped roof, fascia and soffits - commercial grade metal

- Eaves troughs and downspouts
- Exterior walls - prefinished wood siding
- Ventilation with bird/animal/insect screens as required
- Access ramps and railings are required and shall meet or exceed the latest building codes and accessibility standards
- Interior floors – slip resistant aluminum or galvanized checker plate.
- Interior walls and ceiling materials and finishes – impact resistant and washable material that meets fire safety requirements
- All doors and frames – metal, painted, commercial 16-gauge steel
- Door Hardware; All door hardware shall be heavy duty industrial standard
  - 3 per door – 4 ½” x 4”- NRP B.B. hinges –
  - Lever lockset
  - Lever dead bolt with occupied notification on exterior side of door (restroom doors only)
  - Cylinder c/w 3 keys per cylinder
  - Automatic Door operator - tied into interior and exterior HC paddles
  - Overhead door stops (in restroom)
  - Overhead stop with hold open (in utility rooms)
  - Threshold – extruded aluminum
  - Weather-strip and door sweeps
  - Stainless Steel kick plates (2 per door)
  - Doors to have insect proof, louvered venting on lower section of door
  - Accessible hardware and closures to be attached in working condition
  - All door leaf panels to be equipped with anodized aluminum brush sweeps at a drop- down height to provide a solid seal
  - Door frame to be equipped with anodized aluminum drip edge if door is located underneath building's front overhang
- Final product and colour selection to be approved and confirmed by owner
- Exterior LED lighting over each door shall be designed to be insect friendly during night-time
- LED light fixtures with lens covers in all rooms, lighting shall be controlled by light switch and timer, fixtures shall be weather resistant and vandal proof
- Exhaust fan in each restroom controlled with the lights
- Self-contained within the building shall be a 200 gallon grey water tank and 200 gallon fresh water tank
- Each prefabricated unit to include: consisting of three rooms; one men’s and one women’s restrooms plus a utility room
  - Men’s private restroom
    - Must meet or exceed the latest accessibility requirements.
    - Lockable entrance door with lever locksets (see door hardware listed above)
    - Automatic door closure with handicap access and egress push buttons
    - Coat hanger
    - Grab bars as per accessibility standards
    - 1 - toilet (1-litre low flush)
    - 1 - urinal
    - Wall mounted sink (Stainless Steel)
    - Suitable mirror which meets accessibility standards
    - Lever handle facet
    - Toilet paper holder
    - Paper towel dispenser

- Soap dispenser
- Garbage container
- Change table
- Women's private restroom
  - Must meet or exceed the latest accessibility requirements.
  - Lockable entrance door with lever locksets (see door hardware listed above)
  - Automatic door closure with handicap access and egress push buttons
  - Coat hanger
  - Grab bars as per accessibility standards
  - 1 - toilet (1-litre low flush)
  - Wall mounted sink (Stainless Steel)
  - Suitable mirror which meets accessibility standards
  - Lever handle facet
  - Toilet paper holder
  - Paper towel dispenser
  - Sanitary napkin receptacle
  - Soap dispenser
  - Garbage container
  - Napkin unit
  - Change table
- Utility Room
  - Lockable entrance door with lever locksets (see door hardware listed above)
  - Sufficient space for the required electrical distribution, and lighting controls
  - 1 – 120 volt - Utility GIF outlet located below the main electrical distribution panel
  - Sufficient space for a supply closet with a lockable door. The closet needs to be sufficient size to house all paper and cleaning supplies, materials and equipment.

#### Signage Requirements

- Men's and women's signage on the doors
- Utility signage on the doors
- Posted in each restroom and on the exterior wall - rules and regulations for usage, hours of operation, etc.
- Electrical labelling identifying power voltage, power source (supplied by and fed from), circuit and breaker numbers, etc.
- Label all equipment and piping

#### Plumbing Requirements

- Supply, label, and install drain valves for winterizing
- Fresh water and grey water tanks with venting and sewage pump-out access
- Pumps for fresh water and grey water tanks
- All plumbing supply and waste lines
- Label all equipment and piping

#### Electrical Requirements

- Must meet ESA and CSA requirements

- All electrical work shall be completed by qualified tradesmen
- Power meter for each unit
- 60 amp 120/230V single phase service panel and lockable disconnect switch.
  - Big Creek will be fed from the nearby pump house which is located within 100' of the new restroom building.
  - St. Clair will be fed from closest hydro service (300m distance)
- Adequate grounding for each building which meets ESA requirements
- Exhaust fans - one per restroom tied into the light switch
- Switched LED light fixtures
- Fans and lights shall be tied into a timer to turn off 15 minutes after activation
- Exterior lighting will be designed to reduce nighttime insect attraction
- Electrical labelling identifying power voltage, power source (supplied by and fed from), circuit and breaker numbers, etc.
- Electrical supplied from source to the unit shall be direct buried

#### Heating and Ventilation Requirements

- Exhaust fan - one per restroom

#### Geotechnical Requirements

- Prepare site to grade for building delivery and installation
- Confirm subsoil conditions remove all organic materials
- 300 mm Granular "A" base compacted to 98% extending 1.5 meters beyond the building and ramp footprint

#### Civils Works Requirements

- Maintain all existing access roads and pathways
- New access roads and pathways shall be 150mm granular "A" compacted to 98%
- Slopes for all access ramps roads and pathways shall be less than 6 %

#### Earthworks Requirements

- Electrical trenching shall be 30" depth
- Backfill 150 mm hydro sand around all cabling
- Install warning tape 300 mm over the cabling
- Backfill with exiting materials
- Compact to 98%
- Utility locates
- Sediment and erosion controls as required
- Exact location on site for installation to be informed by Owner

### **5. Crown Input**

Department representative and/or on-site representative will liaise with the contractor on an ongoing basis to provide the required direction.

## 6. Security

Work will be performed on Government Premises however there is no security clearance required for this contract.

## 7. Compliance with Safe Work Practices and Health and Safety Policies

Environment Canada is committed to the Health and Safety of all of its employees, and expects the same commitment of each Supplier to its own employees and sub-contractors. Any Supplier performing construction on any Environment Canada property is expected to follow the industry standard safety practices outlined in **Appendix A and Appendix B**.

In addition, the following procedures/practices must be followed:

### Safe Work Practices

The Supplier is expected, when working on any Environment Canada property, to work in accordance with any applicable legislation as outlined in the OHS Act and its applicable Regulations. Suppliers are responsible for ensuring all safety precautions are taken for the protection of workers.

The Supplier is responsible for ensuring that all hazardous materials are safely used, handled and stored, as per WHMIS legislation, and that all workers or sub-contractors have WHMIS training. The Supplier must provide Material Safety Data Sheets for any WHMIS controlled products they use or handle at a work site.

The Supplier is responsible for ensuring that all workers or sub-contractors have completed Health and Safety Awareness training (as per the OHS Act and O. Reg. 297/13). Environment Canada's designate may request copies of training certificates as confirmation of training.

### Access to Worksite

The Supplier must ensure that means of access to and egress from the work are appropriately established, controlled and maintained for the safety of Environment Canada employees and the public. Environment Canada will provide necessary keys for accessing areas behind locked gate or doors as required by the Supplier.

### Fencing and Protective Covers

Environment Canada must ensure that fencing and protective covers are provided where required and must ensure that they are designed, constructed, installed and maintained as required by the regulations under the OHS Act. Adequate provisions for the protection of workers must be established if fencing and/or protective covers are temporarily moved.

## 8. Invoicing

The contractor shall submit no more frequently than once a month an invoice for the work completed during the billing period. The invoice shall be sufficiently detailed to enable the payee to clearly understand the type of service completed. For additional information see **Appendix C**.

## **9. Additional Information**

### **Minimum Bidder Requirements**

- Must have a minimum of seven (7) years of experience building and delivering prefabricated, self-contained accessible washrooms
- Must have a recognizable Canadian Trade Mark for their company (name), building and designs
- Must have approved engineered drawings
- Must supply a minimum of four references from previous projects of which two must be municipal and two private

### **General Conditions**

General Conditions are outlined in **Appendix D and Appendix E**.

### **Terms of Insurance**

Terms of Insurance are outlined in **Appendix F**.



## **Appendix A – Safe Working Practices and Building Guidelines**

Contractors shall follow the safe working practices and building guidelines listed below while performing work at the site. The contractor is responsible to ensure that the guidelines are respected and followed at all times.

### **1. General Safe Working Practices and Building Guidelines**

- 1.1** The contractor shall prepare and post an emergency evacuation plan and/or Fire Plan for the site.
- 1.2** Request assistance when materials or equipment are too cumbersome to be handled alone. Do not strain to lift or move materials or equipment. Maintain proper posture when lifting and use lifting belts.
- 1.3** Keep first aid kits near work areas and ensure that the first aid kit is properly stocked prior to starting work.
- 1.4** Wear and use the proper personal protective clothing for each job or tasks.  
(i.e. safety boots, gloves, eye protection, hearing protection etc.)
- 1.5** Use only approved tools and equipment (i.e. CSA etc.), and inspect tools prior to use.
- 1.6** Beware of hazards in your general work area including electrical services and conduits, lights, pipes, sharp objects, Waterways etc.
- 1.7** Beware of tripping hazards at the site such as extension cords. Correct these situations immediately.
- 1.8** Maintain the work area in a tidy condition, free of accumulation of waste products and debris.
- 1.9** Remove waste material and debris from the site and deposit in waste container at the end of each day.  
Contractor to provide his own waste container.
- 1.10** Clean work areas daily prior to leaving site.
- 1.10** Always store combustible and flammable materials in proper storage areas.
- 1.11** Always post signs advising of overhead work.
- 1.12** Familiarize yourself with WHMIS requirements and symbols prior to handling chemicals.
- 1.13** Where security is reduced by work, advise Departmental Representative.
- 1.14** Contractors, sub-contractors and suppliers shall respect the “No Smoking” restrictions of the site.
- 1.15** The Fire Commissioner of Canada is the sole authority having jurisdiction over this project with regards to fire standards.
- 1.16** Use of the site is restricted to area for execution of work.
- 1.17** Do not unreasonably encumber the site with materials or equipment
- 1.18** Move stored products or equipment, which, interferes with operations of others.

- 1.19 Work shall be carried out in a manner complete and satisfactory to the Departmental Representative.
- 1.20 The Departmental Representative shall have the right to refuse access to any employee of the contractor.
- 1.21 Contractors entering or leaving the building shall do so by the main entrance only, unless specific authority has been provided by the Departmental Representative to utilize an alternate entrance/exit.
- 1.22 The contractor, regardless of the hours of work must provide notification when they will be working on site.
- 1.23 The contractor is responsible for repairing all damage incurred to Crown property or equipment and adjacent property and equipment while carrying out the obligations of this contract. Where such damage may be attributable to the use of equipment or materials of all kinds, on the part of the contractor and/or his employees, or for any other type of damage by his employees. Damage shall be made good by new material(s) or equipment as required, to match existing material or equipment in kind, quality and workmanship.
- 1.24 Contractors are not permitted to bring onto Crown property or into the building any substance/material, chemical, etc. that falls under the WORKPLACE HAZARDOUS INFORMATION SYSTEM (WHMIS) without following the proper procedures of WHMIS.
- 1.25 The contractor shall ensure that all equipment used to perform the work is in a state of good repair. The Departmental Representative reserves the right to have equipment, which, is judged to be unsafe, unsuitable or defective, taken out of service. The contractor is responsible for supplying suitable replacement equipment for the defective items.
- 1.26 The contractor shall be entirely responsible for all equipment, materials and or belongings, etc. of the company and/or employees while they are working on site.
- 1.27 The contractor may be subject to questioning in relation to security matters by the Departmental Representative.
- 1.28 The contractor shall neither permit any public inspection or visit, for the purpose of advertising or work references nor erect or permit the erection of any sign of advertising in connection with the work.
- 1.29 Contractor to obtain and pay for additional storage or work areas needed for operations. Storage or work areas will not be provided.
- 1.30 Contractor shall park in the main parking lot only.

## **2. Power Tools Safe Working Practices and Building Guidelines**

- 2.1 Read all instructions manuals and owner's manuals prior to operating a power tool.
- 2.2 Only use a power tool for the job for which it was designed.
- 2.3 Disconnect a power tool when you're not using it or when changing, cleaning, or adjusting blades, bits or attachments.
- 2.4 If a power tool sounds or operates in an unfamiliar way, turn it off and carefully disconnect the power cord. Have the power tool repaired prior to using again.

- 2.5** Never carry a power tool by its electrical cord.
- 2.6** Do not grab the electrical cord to unplug a power tool.
- 2.7** On large power tools verify bolts, nuts and screws regularly.
- 2.8** Keep work areas around power tools clean at all times to avoid tripping hazards.
- 2.9** Do not wear jewelry or loose clothing around power tools.
- 2.10** Be careful of sleeves and always tie long hair when using power tools.
- 2.11** Always wear protective equipment as required for each power tool.  
(I.e. eye protection, hearing protection, gloves, dust masks etc)
- 2.12** Do not work with power tools where you cannot maintain your balance.
- 2.13** Do not operate any power tool in an unsafe manner.
- 2.14** Do not engage in pranks, unnecessary running, or boisterous behavior around power tools.
- 2.15** Comply with all regulations and acts relating to the operation of power tools.
- 2.16** All electrical power tools used shall be CSA approved.
- 2.17** All portable power tools shall be double insulated or grounded as necessary.
- 2.18** All portable power tools used in hazardous locations area shall be manufactured for use in such areas and shall be marked appropriately.
- 2.19** Where portable air powered tools are being used, a restraining device shall be attached to it if there is any danger to the employee by the tool falling or by accidental disconnection of the base air supply.
- 2.20** All explosive actuated fastening tools shall be CSA approved.
- 2.21** No contractor shall operate an explosive actuated fastening tool unless licensed to do so.
- 2.22** All chain saws shall be CSA approved.
- 2.23** Every machine that has exposed, moving, rotating, electrically charged or hot parts shall be equipped with machine guards that prevent the employee from coming into contact with the listed hazards.
- 2.24** Where the Departmental Representative finds or locates any defect in a power tool or machine that renders it unsafe for use, he shall immediately turn off or unplug the power tool and report the defect to the contractor.
- 2.25** The contractor shall immediately remove the tool from service, and complete required repairs prior to returning the tool to service.

### **3. Welding Safe Working Practices and Building Guidelines**

- 3.1 Contractors are to have and use approved eye protection and body protection at all times while welding (i.e.: helmets, goggles, gloves, safety boots, welding coats etc.)
- 3.2 Contractors are to have approved, fully charged and functional fire extinguishers within reach of the work area when welding.
- 3.3 Flammable materials are to be kept at a safe distance from all welding.
- 3.4 Fire blankets are to be used near all flammable materials, should the materials in the welding area not be moveable.
- 3.5 Contractor shall inspect all his welding equipment prior to each use to ensure it's integrity and safety.
- 3.6 Contractors shall only use approved welding equipment in good working order.
- 3.7 Contractor shall request and obtain prior approval from the Departmental Representative to work near a smoke detector, heat detector or fire sprinkler head. Departmental Representative shall ensure affected systems are temporarily disabled to avoid false alarms prior to welding work commencing.
- 3.8 Building staff and personnel that may be affected by welding operations shall be advised in advance of any such welding operations. Should welding operations be disruptive to building staff and personnel, welding shall be completed after hours or on weekends.

### **4. Electrical Safe Working Practices and Building Guidelines.**

- 4.1 Labeling of conduits and cables where they pass through walls, enter junction boxes and panels etc. shall be marked with bands of coloured tape as follows;

<b>Use</b>	<b>Prime Colour</b>	<b>Auxiliary Colour</b>
1. Up to 250 volt	Yellow	(none)
2. 250 to 600 volt	Yellow	Green
3. Telephone	Green	(none)
4. Other Communication	Green	Blue
5. Fire Alarm	Red	(none)
6. Other Security Systems	Red	Yellow
7. DDC Controls	Orange	(none)
8. SCADA System	Grey	Brown

- 4.2 Redundant electrical materials shall be removed to the originating power source, including all pipes, wire, boxes, panels and associated components. Source is defined as an electrical panel, the main switchgear, a splitter trough or bus bar disconnect.
- 4.3 All electrical panel legends and single line diagrams shall be amended to reflect all deletions and new installations. New installations shall obtain an inventory number from the departmental representative. These inventory numbers shall be reflected on the single line diagrams. All holes and damages to walls, floors, ceilings etc, resulting from removals or new installations shall be uniformly and properly patched and painted. Firewalls or structures shall be sealed by approved fire stop materials.

- 4.4** Electrical rooms, panels, splitters, metering cabinets shall be locked at all times. Only authorized personnel shall have access.
- 4.5** Receptacles shall be labeled with panel and circuit numbers. Receptacles shall be coloured yellow for UPS, red for emergency power, and ivory for normal power.
- 4.6** Labels shall be made with the label machine. Labels shall be affixed to switch plates and receptacle cover plates to indicate panel and circuit.
- 4.7** Only electrical components approved by the Electrical Safety Authority (ESA), ESA approved certification agency or specifically authorized by the Departmental Representative shall be energized.
- 4.8** Personnel installing, removing or maintaining electrical equipment shall wear the proper personal protective wear at all times as per Labour/Safety code requirements and directives.
- 4.9** All new electrical installations shall fully comply with the latest Canadian Electrical Codes at the time of installation.
- 4.10** Electrical Safety Authority (ESA) must inspect/approve all electrical installations.
- 4.11** All wires in panels, junction boxes, and end user equipment shall be tagged with self-adhesive labels identifying their specific circuit number.
- 4.12** All light switch cover plates shall be labeled as to panel and circuit number.
- 4.13** All 347 volt switch plates shall be stainless steel and have “ 347 volt “ stamped on the face.
- 4.14** Only industrial/commercial quality electrical equipment and components shall be used. Residential quality components are not permitted.
- 4.15** Safety lockouts and safety watchers shall be used at all times when such measures are required by Electrical Codes, or Labour and Safety Codes and practices.
- 4.16** No personnel shall work on live electrical circuits unless prior authorization has been provided by Departmental Representative and safety measures have been discussed and understood by all personnel involved.
- 4.17** No electrical system shall be shut down without prior approval from Departmental Representative.
- 4.18** Work area shall be left neat and tidy after each day’s work is completed. Upon completion of the work activity all debris will be picked up, floors cleaned, dust, dirt and finger marks shall be removed from all surfaces and equipment in the general work area.
- 4.19** Live electrical circuits, posing potential danger to staff and/or visitors shall not be left unattended at any time.
- 4.20** Sufficient, proper and bilingual warning signs shall be posted in work areas where such work may constitute a potential risk or danger to staff or visitors.

- 4.21** Adequate illumination shall be provided to allow for proper operation and maintenance around electrical equipment.
- 4.22** A minimum working space of 1 meter, with secure footing, shall be provided and maintained around electrical equipment.

## **Appendix B – Health and Safety**

### **1. Meetings**

1.1 Pre-construction meetings: The Contractor shall attend a Pre-Construction Meeting.

### **2. Regulatory Requirements**

2.1 The Contractor shall comply with the specified standards and regulations to ensure safe operations. The latest editions are applicable.

Canada Labour Code Part II

Canada Occupational Safety and Health Regulations

National Building Code Part 8 – Safety Measures at Construction & Demolition Sites

National Fire Code Part 4 – Flammable and Combustible Liquids

National Fire Code Part 5 – Hazardous Processes and Operations

Ontario Occupational Health and Safety Act and Regulations including;

2.1.6.1 Construction Projects (O. Reg. 213/91)

2.1.6.3 Occupational Health and Safety Act

2.1.6.4 Workplace Hazardous Materials Information System (WHMIS)

2.1.6.5 Ontario Trades Qualification and Apprenticeship Act

2.1.6.6 Ontario Electrical Safety Code (Reg. 10/91)

### **3. Contractor Responsibility**

3.1 The Contractor shall be responsible for the Health and Safety of persons on site, safety of property on site and for the protection of persons adjacent to the site and environment to the extent that they may be affected by the conduct of Work.

3.2 The Contractor shall comply with and enforce compliance by their employees with the safety requirements of the Contract Documents, applicable federal, provincial, local statutes, regulations, ordinances, and site-specific Health and Safety Plan. (i.e. Occupational Health and Safety Acts and Regulations for Construction Projects, Canada Labour Code Part II)

### **4. Contractor Accident and Incident Report**

4.1 The Contractor shall advise the Engineer of any accident, injury, near-miss incident, fire, explosion or chemical spill occurring at the Work site and any visit to the site by a governmental enforcement official.

### **5. Work Stoppage**

5.1 The Engineer and/or designated Health and Safety personnel may stop work for health and safety considerations.

### **6. Correction of Non-Compliance**

6.1 The Contractor shall immediately address health and safety non-compliance issues identified by the Engineer and/or other designated Health and Safety personnel.  
The Engineer may stop Work if non-compliance of health and safety regulations is not corrected by the Contractor.

## **7. Disciplinary Action**

**7.1** The Contractor's disregard and/or lack of compliance to health and safety measures, procedures and policies may lead to disciplinary action by the Engineer.

## **8. Site Health and Safety Policies and Directives**

**8.1** The Contractor shall comply and follow all prescribed site Health and Safety Policies and Directives including but not limited to the following;

**8.1.2 Hot Work Permit, Hot Tap permit, Lock Out and Tag Out (LOTO) – Isolation Procedures, Live Work Procedures:** The Contractor shall submit a completed Hot Work or Hot Tap Permit, LOTO Isolation Procedure or Live Work Procedure form to the Engineer for review and approval. Approval from the Engineer is required prior to work initiation.

**8.1.4 Emergency and Fire Evacuation Route:** The Contractor shall obtain training on procedures of evacuating the site under emergency and/or fire situations. Contractor training and sign-off is required prior to initiating site work.

**8.1.5 Ontario Trades Qualifications and Apprenticeship Act:** The Contractor shall sign-off confirming that the Trades Qualifications and Apprenticeship Act shall be observed and followed. Contractor sign-off is required prior to initiating site work.



## **Appendix C – Invoicing and Terms of Payment**

### **1 Basis of Payment**

- 1.1 The contractor shall be paid in accordance with the clauses contained in Section C.
- 1.2 Total value of the contract is established at \$\_\_\_\_\_ ( excluding G.S.T. ). The Contractor shall not arrange or incur any expenditures on behalf of the Minister without authorization from the Contract Authority or his designate(s).

### **2 Method of Payment**

- 2.1 A claim in the form of an itemized invoice certified by the Contractor with respect to the accuracy of its contents shall be submitted to the Departmental Representative . The contractor shall forward monthly progress invoices for total value of work completed during the invoicing period, respecting contract value.
- 2.2 Payment by the Minister to the Contractor for the work shall be made thirty ( 30 ) days following presentation of invoices or within thirty ( 30 ) days of delivery of services, whichever is later.
- 2.3 Contractor's invoices shall contain the following information;
1. The contract number;
  2. Contract Value ( excluding G.S.T. );
  3. Brief description of work completed;
  4. Date work was performed/completed;
  5. Total cost ( excluding G.S.T. );
  6. Total G.S.T. amount for invoice.
  7. Total cost (Including G.S.T.)

### **3 Interest on Overdue Accounts**

- 3.1 In this section, an amount is "due and payable" when it is due and payable by the Minister to the Contractor according to the terms of the contract.
- 3.2 For the purposes of this section, an amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.
- 3.3 In this section, "date of payment" means the day prior to the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable.
- 3.4 In this section, "Bank Rate" means the discount rate of interest set by the Bank of Canada.
- 3.5 The Bank Rate shall be that prevailing at the close of business on the date upon which the amount became overdue.
- 3.6 The Minister shall be liable to pay without demand from the Contractor, simple interest at the average daily Bank of Canada Rate for the month preceding the current month, plus three percent ( 3% ) on any amount which is overdue from the day such amount became overdue until the day prior to the date of

payment, inclusive; however interest will not be payable nor paid unless the amount has been outstanding (unpaid) for more than fifteen (15) days following the due date. Interest shall only be paid when the Minister is responsible for the delay in paying the Contractor. In the event Her Majesty is not responsible for the delay in paying the Contractor, no interest shall be paid.

**3.7** Her Majesty shall not be liable to pay to the Contractor any interest on unpaid interest.

**4** **Goods and Services Tax**

**4.1** The Goods and Services Tax (GST) is, unless otherwise indicated herein, excluded from the contract price. The GST, to the extent applicable, will be incorporated into all invoices and claims for progress payments made on or after the date of introduction of this tax and will be paid by the Government of Canada. The Contractor agrees to remit any GST paid or due to Revenue Canada. All invoices submitted containing GST will list GST as a separate item.

## **Appendix D – General Conditions 1**

### **1. SUMMARY OF WORK**

The Canadian Wildlife Service (CWS) of Environment Canada is seeking proposals from suppliers and/or manufacturers of prefabricated buildings for the supply and installation of prefabricated restroom buildings that meet the specific requirements outlined in this document.

### **2. TIME OF COMPLETION**

1. Commence work in accordance with notification of acceptance of your Quotation submission and complete the work including rectification of deficiencies within 12 weeks.

### **3. HOURS OF WORK**

1. Work shall be carried out Monday to Friday from 06:00hrs to 18:00hrs.
2. Work requiring power shutdown and/or Lock-Out (LOTO) work shall be completed off-hours Monday through Friday from 18:00hrs to 06:00hrs.
3. The Contractor shall not permit his personnel to work alone on this project.
4. Staff training and demonstrations shall be scheduled during regular business hours Monday to Friday. The Contractor shall obtain approvals from the Engineer on the training schedule prior to the scheduled training date and time.

### **4. SCHEDULING**

1. Within one week of contract award, submit a bar chart construction schedule for the work, indicating anticipated progress stages within time of completion. Minimum stages include mobilization, shop drawing submittal, order and delivery of major components and equipment, major approvals stages, interim and final inspection times, commissioning timeframes, final deficiency corrections and demobilization. When schedule has been reviewed and approved by the Departmental Representative take necessary measures to complete work within scheduled times. Do not change schedule without written approvals from the Departmental Representative. Contractor must confirm the required power shutdowns required and the activities for each shutdown and have these in his schedule

### **5. CONTRACT DOCUMENTS**

1. Any changes to the scope of work are to be confirmed in writing by the Engineer and Contract value changes approved, prior to start of said work.
2. The cost of any additional work to the Owner shall be the actual cost of the work plus ten percent (10%) overhead and ten percent (10%) profit on the actual cost of the work.

### **6. CONTRACTOR'S USE OF SITE**

1. Do not unreasonably encumber site, with material or equipment.
2. Execute the work with the least possible interference or disturbance to the normal use of the existing premises. Make arrangements with the Engineer to facilitate the work as stated.
3. Maintain existing services and public access to the site and provide for personnel and vehicle access.
4. Maintain a proper solid or chain link security fence c/w suitable locks around work and storage areas at all times.
5. Where security is reduced by the work, provide temporary means to maintain security.
6. Contractor shall supply temporary washroom facilities and shall maintain them neat and tidy.
7. Contractor to supply their own site trailer, phone, fax, and storage box as needed. Accommodation will be made for limited on-site storage at the discretion of the Engineer in area designated by the Engineer.

#### **7. CONTRACTOR PROJECT SUPERINTENDENT**

1. The Contractor shall, upon award of contract, designate a Project Superintendent. The Contractor shall provide the name, cellular phone number to the Engineer at the pre-construction meeting. The Project Superintendent shall have full responsibility for the project and shall be authorized to accept and act upon any notice or direction provided by the Engineer. Project Superintendent shall be available on site at all times that work is being performed under this contract.
2. Supervise and direct all person engaged in the work, including all tradesmen and suppliers. Become familiar with the requirements of each trade. Coordinate delivery and work operations. Examine the work of all trades during work operations to ensure compliance with the contract requirements. Expedite all work to maintain the contract schedule.
3. Attend coordination and project meetings at the direction of the Engineer.

#### **8. CONTRACTOR and SUB CONTRACTORS**

1. The Contractor agrees to employ those sub-contractors proposed by him in writing as listed in the Contractor's tender submission.
2. Do not change or substitute approved sub-contractors without prior authorization from the Engineer.
3. Contractor and sub-contractor personnel shall be qualified as per definitions under the Ontario Trades Qualification and Apprenticeship Acts and as required by regulatory agencies in Ontario.
4. Electrical work shall be carried out by qualified and licensed electrical contractors as per Ontario regulations.

## **9. WORKMANSHIP**

1. Workmanship shall be the best quality, executed by workers experienced and skilled in the respective duties for which they are employed. Immediately notify the Engineer, if required, if work is such as to make it impractical to produce required results.
2. Do not employ any person unfit or unskilled in their required duties. The Engineer reserves the right to require the dismissal from the site, workers deemed incompetent, careless, insubordinate or otherwise objectionable.
3. The Work as covered by the tender documents is intended to comply exactly with the latest rules and regulations of the inspection authorities, and these rules are to be considered an integral part of the tender documents. In case of conflict, any ruling by the Inspection Authority shall be final. All changes and alterations to the Contractor's work required by an authorized inspector or any authority having jurisdiction shall be carried out at the expense of the Contractor.
4. Decisions as to the quality or fitness of workmanship in cases of dispute rest solely with the Engineer, whose decision is final.

## **10. RECORD DRAWINGS**

1. As work progresses, maintain accurate records to show deviations from the contract drawings. Just prior to completion of work, supply to the Engineer one set of white prints with all deviations neatly inked in. Contractor to show actual layouts for underground services including elevations, all mechanical piping and ductwork and all electrical wiring diagrams, locations and sizes of electrical conduits, pull boxes and wiring, circuits etc. The contractor will deliver the "as-built" records to the prime consultants, and will then provide 2 copies on digital CD's of the "Final Record Drawings" in PDF, and AutoCad formats for the owners records.

## **11. SHOP DRAWINGS**

1. Provide electronic copies of the shop drawings as listed in the specifications and/or drawings to the Engineer prior to ordering materials. Shop drawings to illustrate details of portion of work specific to the project requirements. Information to clearly indicate the items to be reviewed. Generic drawings are not acceptable. Shop drawings shall be forwarded electronically to the Engineer.
2. Allow two (2) working weeks for Engineer's review of each shop drawing submission.

## **12. CODES AND STANDARDS**

1. The following codes and Standards are in place for work under this contract. The latest edition applicable at the time to be utilized.
  1. The National Building Code of Canada including the new accessibility requirements.
  2. The National Fire Code of Canada
  3. The Ontario Electrical Safety Code

4. Ontario Plumbing Code
5. Ontario Occupational Health and Safety Act and Regulations for Construction Projects
6. Canada Labour Code Part II and Federal Occupational Health and Safety Policies

### **13. FEES AND CERTIFICATES**

1. Submit a completed Notice of Project Form to the Ontario Ministry of Labour as required by the notification requirements under the Regulations for Construction Projects made pursuant to the Ontario Occupational Health and Safety Act. Provide copy to the Departmental Representative.
2. Submit to the Electrical Inspection Authority the necessary number of working drawings and specifications for examination and approval prior to commencement of work and pay all associated fees.
  1. Obtain and pay for all electrical inspection fees.
  2. On completion of the work provide copies of the Electrical Inspection Authority inspection approval certificates.

### **14. CONSTRUCTION SAFETY MEASURES**

1. Observe and enforce construction safety measures required by Ontario Occupational Health and Safety Acts and Regulations for Construction Projects, Canada Labour Code Part II, Occupational Health and Safety, Workers' Compensation Board and municipal statutes and authorities and site specific Health and Safety Policies and Directives
2. In the event of conflict between any provisions of above authorities, the most stringent will apply.
3. Provide and maintain guardrails, fences, barricades, lights, signs and other devices required for protection of workmen and public in accordance with the requirements of the Canada Labour Code Part II, Occupational Health and Safety, Ontario Occupational Health and Safety Act and Regulations for Construction Projects and Local by-laws. All signs shall be bilingual or CSA universal pictograms.
4. Ensure the safety of all personnel at all times when performing work.
5. Refer to Specifications Section 01 35 30 Health and Safety for additional requirements

### **15. FIRE SAFETY REQUIREMENTS**

1. Comply with the National Building Code of Canada for fire safety in construction and the National Fire Code of Canada for fire prevention, fire fighting and life safety during construction.
2. Refer to Section 01 35 30 of this document for further information on Health and Safety

### **16. WORKPLACE SAFETY AND INSURANCE BOARD**

1. Prior to commencing the work, throughout the total performance of the work when requesting payments and prior to receiving final payment, the Contractor shall provide

evidence of good standing with Workplace Safety and Insurance Board of Ontario.

## **17. UTILITIES**

1. Water supply is not available on site. The contractor is required to supply potable water for his workers onsite.
2. There are no existing electrical services on site. Contractor is responsible to supply and pay for all temporary power requirements.

## **18. PROTECTION**

1. Protect finished work against damage until take-over.
2. Protect the work and all surrounding equipment, landscape, structures, floors, ceilings, walls, etc., from damage.
2. Make good, at no cost to the Owner, any damage caused.
3. Protect any services, which are uncovered during work.
4. Protect all areas adjacent to the construction areas from dust and debris produced during construction. Use hoarding, solid walls, drop cloths, sealed dust screens and tarps and clean up and vacuum up all debris daily.

## **19. PRODUCT HANDLING AND STORAGE**

1. Deliver materials in original and unopened containers or wrappings with Manufacturers' seals and labels intact and legible.
2. Deliver materials in sufficient quantity to allow continuity of the work. Do not encumber site with unnecessary materials.
3. All unused materials at the end of any working day shall be properly stored and protected from damage.
4. All materials, equipment, etc. to be handled and stored as not to interfere with the site operation.
5. All material and equipment to be new unless specified otherwise.
6. Contractors who use controlled products must ensure that their workers are properly trained in the safe use and handling of such products in compliance with the Workplace Hazardous Materials Information System (WHMIS).
7. Comply with all requirements with respect to Controlled products labeling and Material Safety Data Sheets (MSDSs) according to the requirements of WHMIS and the Hazardous Products Act.

**20. PRODUCT AVAILABILITY**

1. Upon award of contract immediately review product delivery requirements and advise the Engineer of any foreseeable delays.
2. In the event of failure to notify the Engineer at commencement of the work, the Departmental Representative reserves the right to require the supply of substitute products of equivalent quality at no increase in contract price to ensure adherence to project schedule.

**21. MATERIALS STANDARDS**

1. Materials shall be new and work shall conform to the minimum applicable standards of the Canadian General Standards Board, the Canadian Standards Association, the National Building Code of Canada and all applicable Provincial and Municipal codes. In the case of conflict or discrepancy the most stringent requirements shall apply.
2. Products (materials, equipment and articles) incorporated in work shall be new, not damaged or defective and of best quality compatible with specifications for purpose intended. If requested by the Consultant furnish evidence as type, source, and quality of product.
3. Defective products will be rejected, regardless of previous inspections. Inspection does not relieve responsibility but is a precaution against oversight or error. Remove and replace defective products at own expense and be responsible for delays and expenses caused by rejection.
4. Should any dispute arise as to the quality of fitness of products, the decision shall rest with the Consultant based upon requirements of Contract Documents. Engineer's decisions shall be final.
5. Ensure that materials, equipment, services and labour are brought to site in sufficient quantity and in accordance with requirements of the work schedule.

**22. MATERIALS OTHER THAN SPECIFIED**

1. Secure in writing, permission from the Consultant to use any materials other than those specified.

**23. HAZARDOUS MATERIALS**

1. Comply with the requirements of the Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials: and regarding labeling and the provision of Material Safety Data Sheets (MSDS) acceptable to Human Resources Development Canada, Labour Program.

**24. REMOVED MATERIALS**

1. Unless otherwise specified, materials for removal become the Contractor's property and shall be taken from the site.



## **25. PROJECT CLEANLINESS**

1. Remove waste materials and debris from the site at the end of each day. Leave the work area unencumbered upon completion of each work shift. Store materials and equipment.
2. Ensure site is clean, orderly and neat at all times during the work shift. Provide additional cleaning as requested by the Engineer.
3. At the end of the project, remove dirt, dust and other disfigurations from all surfaces affected by the project including, but not limited to ceilings, walls, floors, fixtures and lights. Clean by dusting, damp wiping, washing, waxing and polishing to the satisfaction of the Engineer.
4. Upon completion, remove scaffolding, temporary protections and surplus materials. Make good any defects noted at this stage.
5. Clean areas affected under contract, to a condition at least equal to that previous existing and to satisfaction of the Engineer.
6. Use only cleaning materials recommended by manufacturer of surface to be cleaned.

## **26. WASTE MANAGEMENT**

1. Comply with the Environmental Protection Act, Ontario Regulations O.Reg. 102/94 and O. Reg. 103/94 for waste management programs on construction and demolition projects.

## **27. EXISTING SERVICES**

1. Where work involves breaking into or connecting to existing services, Carry out work at times directed by the Consultant. Connection to existing services shall be during regular working hours.
2. Before commencing Work, establish location and extent of service lines in area of Work and notify the Consultant of findings.
3. Submit schedule to and obtain approval from the Consultant for any shutdown or closure of active service or Facility. Adhere to approved schedule and provide notice to affected parties. Do not alter schedule without prior written consent of the Engineer.
4. Give the Engineer 96 hour's notice related to each necessary interruption of any mechanical or electrical service throughout the course of the work. Obtain written authorization from the Engineer prior to any interruption. Keep duration of those interruptions to a minimum.
5. Where unknown services are encountered, immediately advise Consultant and confirm findings in writing.

## **28. CUTTING, PATCHING AND MAKING GOOD**

1. Cut existing surfaces as required to accommodate new work. Openings shall be neatly cut and dimensioned to fit electrical conduits, mechanical pipes and/or ductwork passing through the surfaces. Obtain the Engineer's approval before cutting into structure. Cutting torches shall not be permitted.
2. Patch and make good cut on both sides of surfaces, damaged or disturbed to match or better existing conditions to the satisfaction of the Engineer.  
Note: The Contractor shall patch and make good existing openings when Contractor utilizes the existing openings for his work.
3. Fill voids left around all electrical conduits, mechanical pipes and/or ductwork with appropriate fire-proofing material to maintain fire stop integrity. Finish patching with finishing compounds to the satisfaction of the Engineer.

## **29. DEMOLITION**

1. Except if expressly stated otherwise, materials indicated for removal, become the Contractor's property and shall be promptly taken from the site.

## **30. EQUIPMENT**

1. Provide and maintain equipment such as temporary stairs, ladders, ramps, scaffolds, swing stages, runways, chutes and the like, as required for execution of work
2. Provide and Maintain conveying equipment such as cranes, hoists, derricks and the like, as required for execution of work.
3. Assume complete responsibility for construction strength, placing, anchoring and operation of derricks, cranes, hoists and other mechanical contrivances used for work; and ensure that loads carried thereon can be safely supported and be free from accidents to all persons.
4. Have hoist capacities, with regard to anticipated loads, verified by a Professional Engineer registered in the Province of Ontario.
5. Comply with all governing safety regulations in force at the time of construction.
6. Remove immediately such equipment when not required for work.
7. Provide and maintain, on site, suitable fire extinguishers in sufficient quantities, as required by the Safety Code.

## **31. LOADING**

1. Take precautions to prevent the overloading of any part of the structure during the progress of the work. Make good, at no expense to Owner, any damage resulting from such overloading.

## **32. HOISTING**

1. All crane operations are restricted to the following:

- a) All craning of materials and equipment must be done during normal building operating hours.

### **33. POWDER ACTUATED GUNS**

1. Do not employ powder-actuated guns using explosives, unless expressly permitted by the Consultant. If permitted, comply with requirements of CAN3-Z166.2-M85 (Use and Handling of Powder Actuated Tools).

### **34. TAXES**

1. Pay all taxes properly levied by law (including Federal, Provincial and Municipal)
2. The Harmonized Sales Tax (HST) is NOT to be considered an applicable tax for the purposes of this bid. The bidder shall therefore include separately any amount in his bid price for the said HST. In the event the HST does apply, the successful Contractor will indicate on each application for payment as a separate amount the appropriate HST the Owner is legally obliged to pay. The Contractor's HST registration number must be shown on all invoices. This amount will be paid to the Contractor in addition to the amount certified for payment under the contract and will therefore not affect the contract price.

### **35. SIGNS – ADVERTISING**

1. No advertising and/or posting of company signs shall be permitted.
2. Provide common-use signs as related to traffic control, information, instruction, health and safety, use of equipment, public safety devices, in both official languages or by the use of commonly understood graphic symbols to the Engineer's approval.

### **36. SECURITY CLEARANCES**

1. All personnel employed on this project shall be subject to a security check. Obtain the requisite clearance.
2. **Security access**
  - **For access, Contractors must submit the company name, individual names and date of birth along with the individual's security level clearance. Once security has reviewed and accepted these individuals they will be granted access.**
  - **Enhanced Security level is required for all contractors and individuals on this site.**

### **37. BUILDING SMOKING ENVIRONMENT**

1. Smoking is prohibited in the building and on the roofs. Obey smoking restrictions on building property as directed by the Engineer.

### **38. GUARANTEE**

1. Provide written one (1) year guarantee for all materials and labour provided as part of this

Contract. Effective start date shall be date of final completion.

2. The contractor, at own expense, shall correct any defects in the work due to faulty products and/or workmanship appearing within the extended guarantee/warranty periods set out in the individual sections from date of final completion.

### **39. TRAINING AND DEMONSTRATION**

1. Upon completion of the all installations, provide qualified personnel to train and demonstrate all the installations to the site's operations and maintenance personnel. Contractor to review newly installed equipment and demonstrate the start/stop and control functions of the installed equipment. Training and demonstration to be for a duration of four (4) hours or, as indicated in the equipment specification section. Training date and time to be coordinated with and approved by the Engineer.

### **40. OPERATIONS and MAINTENANCE MANUALS**

1. Provide two (2) sets of operations and maintenance manuals with data indexed in vinyl hard covered "D" ring binders. Data to include detailed technical information, documents and records describing operation and maintenance of individual components, copies of all final approved shop drawings, inspection and testing reports, warranties, and all other data specifically requested within the specifications.
2. Each binder shall have a cover sheet listing title, location and project number. Names, addresses and telephone numbers of the Contractor, Sub-Contractors and all suppliers.
3. Each binder shall list all maintenance materials, special tools, and spare parts. This will also include a signed transmittal of receipt by the owner's representatives or the engineer.
4. Provide two copies on digital media in .pdf format and of the entire Operations and Maintenance manual. Vendor literature available from the vendor in native .pdf format shall be included. If vendor literature is not available in .pdf is shall be scanned. All other information shall be scanned into .pdf. An electronic index shall be created which allows for easy navigation through the files.

### **41. SHIPPING and RECEIVING**

- 1 **Contractor must be on site to receive all shipments.**
- 2 **Contractor is responsible to unload all shipments.**
- 3 **Deliveries maybe turned away if the contractor is not on site.**

## Appendix E – General Conditions 2

### **1 Interpretation**

#### **1.1** In the Contract:

- (a) **"Contract"** means:
  - (i) the document, signed by the parties, entitled "Agreement:" to which these General Conditions are attached
  - (ii) the general conditions; and
  - (iii) every other document specified in, or referred to in the "Agreement" as forming part of the Contract.
- (b) **"Engineer"** means the person designated as such by the Minister, and includes a person specially authorized by him to perform, on his behalf, any function under the contract;
- (c) **"Herein", "Hereby", "Hereof", "Hereunder"** and similar expressions refer to the contract as a whole and not to any particular subdivision or part thereof;
- (d) **"Material"** includes all materials, commodities, articles and things required to be furnished under the contract for incorporation in the work;
- (e) **"Minister"** includes a person acting for, or if the office is vacant, in the place of such Minister, under the authority of an order of the Governor General of Canada in Council, and also his successors in the office, and his or their lawful deputy;
- (f) **"Plant"** includes all animals, tools, implements, machinery, vehicles, buildings, structures, equipment, articles and things required for the execution of the work;
- (g) **"Security Deposit"** means the security given by the Contractor to Her Majesty in accordance with the contract;
- (h) **"Subcontractor"** means a person, firm or corporation to whom or to which the Contractor has, pursuant to section 4 of these General Conditions and with the consent of the Engineer, subcontracted the whole or any portion of the work;
- (i) **"Superintendent"** means the employee of the Contractor who is designated by the Contractor as being in full charge of the field operations of the Contractor for the purposes of the contract;
- (j) **"Work"** includes the whole of the works, materials, matters and things required to be done, furnished and performed by the Contractor under the contract;
- (k) **"Government Issue"** means everything that may be furnished to the Contractor by or on behalf of Canada for the purpose of the Contract;
- (l) **"Invention"** means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;

- (m) **"Contract Price"** means the amount expressed in the Contract to be payable to the Contractor for the work;
- (n) **"Canada", "Crown", "Her Majesty" or "the Government"** mean Her Majesty the Queen in right of Canada;
- (o) **"Departmental Representative"** means the office or employee of Her Majesty who is designated by the Articles of Agreement and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the contract;
- (p) **"Technical Documentation"** means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer printouts; and
- (q) **"Words"** in the singular include the plural and works in the plural include the singular.

## **2 Agreement for Services**

- 2.1 This is a Contract for the performance of a service and the Contractor is engaged as an independent Contractor for the sole purpose of providing a service. Neither the Contractor nor any of its personnel is engaged as an employee, servant or agent of Canada. The Contractor further agrees to be solely responsible for any and all payments and/or deductions required to be made respecting Unemployment Insurance, Workmen's Compensation, Income Tax or such payment deductions falling within this particular category.

## **3 Powers of the Minister**

- 3.1 The Minister is the agent of Canada for all purposes of the Contract. Nothing contained in or omitted from the Contract shall restrict any right or power of Canada or the Minister existing under any Act of the Parliament of Canada or otherwise. Every rights or power of the Minister under the Contract or otherwise shall be cumulative and non-exclusive.

## **4 Assignment and Subcontracting**

- 4.1 The contractor may not assign the Contract or Subcontract any portion of the work without the prior written consent of the Minister, except that the Contractor may subcontract, without prior written consent, such portions of the work as is customary in the carrying out of similar Contracts.
- 4.2 No assignment or subcontract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Canada or the Minister to an assignee or subcontractor.
- 4.3 Subject to the preceding provisions of this section, the Contract shall inure to the benefit of and shall be binding upon the successors and assigns of Canada and of the Contractor.

## **5 Conduct of Work**

- 5.1 The Contractor shall:

- (i) perform the work promptly;
- (ii) perform the work efficiently in accordance with standards of quality acceptable to the Minister;
- (iii) perform the work in full conformity with all requirements of the Contract; and
- (iv) provide effective and efficient supervision to ensure that the quality of the workmanship is as stated in the Contract.

**5.2** The Minister shall have access to the work at all times where any part of the work is being carried out, and make inspections of the work when the Minister may think fit.

**5.3** The Minister shall have access to all books, accounts and other information in the Contractor's possession relating to the work called for in the Contract.

**5.4** The work shall not be performed by any person who, in the opinion of the Minister, is incompetent or has been conducting himself/herself improperly and the Contractor shall not permit such person to remain on the site of the work.

## **6 Time of Essence**

**6.1** Time shall be deemed to be of the essence of the Contract provided that the time for completing any of the work which has been or is likely to be delayed by reason of force majeure or other cause beyond the reasonable control of the Contractor shall be extended by a period equal to the length of the delay so caused, provided that prompt notice in writing of the occurrence causing or likely to cause such delay is given to the Minister.

## **7 Crown Property**

**7.1** Government issue shall be used by the Contractor only for the purpose of the Contract and title thereto shall remain vested in Canada. The Contractor shall maintain a record of all government issue and, where practicable, mark all items of government issue as being the property of Canada.

**7.2** Any government issue that is not incorporated into the work shall be returned to Canada upon demand in the same condition, except for ordinary wear and tear, as when furnished to the Contractor.

**7.3** The Contractor shall take reasonable and proper care of any property vested in Canada while such property is in the possession of the Contractor or subject to its control and the Contractor shall be responsible for any loss or damage, ordinary wear and tear excepted, resulting from its failure to do so.

## **8 Conditions Precedent to Payment**

**8.1** No payment shall be made to the Contractor unless and until invoices, inspection notes and all other documents prescribed from time to time by the Minister, are submitted in accordance with the terms of the Contract or instructions of the Minister.

## **9 Indemnity Against Claims**

**9.1** Except as otherwise provided in the Contract, the Contractor shall indemnify and save harmless Canada and the Minister from and against all claims, damages, loss, costs and expenses relating to:

- (i) any injury or death of a person, or loss of or damage to property, caused or alleged to be caused as a result of performing the Contract;
- (ii) any lien, attachment, charge, encumbrance or similar claim upon any property vested in Canada under the Contract; and
- (iii) any use of infringement of patent or copyright in performing the Contract or as a result of the use of the work by Canada.

## **10 Inspection**

**10.1** All work shall be subject to inspection by the Departmental Representative, or its representative, prior to acceptance. Should the work be defective in materials or workmanship or otherwise not be in accordance with the requirements of the Contract, the Minister shall have the right to reject the work or to require its correction. Inspection by the Engineer or Departmental Representative shall not relieve the Contractor from responsibility for defects or other failure to meet the requirements of the Contract. The Contractor agrees to accept and be bound by the Inspector's interpretation of the meaning of the work.

## **11 Canada to Own Copyright**

**11.1** In this section:

- (i) **"Material"** includes anything that is prepared, developed or conceived by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation; and
- (ii) **"Moral Rights"** has the same meaning as in the Copyright Act, R.S.C. 1985, c. C-42.

**11.2** Copyright in the Material shall vest in Canada.

**11.3** At the completion of the Contract, or at such other time as the Contract or the Minister may require, the Contractor shall fully and promptly disclose to the Minister all material prepared, developed or conceived under the Contract.

**11.4** Where copyright in any Material vests in Canada under the Contract, the Contractor shall execute such conveyances and other documents relating to title or copyright as the Minister may require.

**11.5** The Contractor shall not use, copy, divulge or publish any Material except as it is necessary to perform the Contract.



**11.6** At the request of the Minister, the Contractor shall provide to Canada, at the completion of the Contract, or at such other time as the Minister may require, a written permanent waiver of moral rights, in a form acceptable to the Minister, from every author that contributed to the Material.

**11.7** If the Contractor is the author of the Material, the Contractor hereby permanently waives the Contractor's moral rights in respect of the Material.

**11.8** The Contractor shall indemnify and save harmless Canada and the Minister from and against all claims, damages, loss, costs and expenses relating to the exercise by any person of moral rights in respect of the Material.

## **12 Further Assurances**

**12.1** Where title to any property of any description vests in Canada under the Contract, the Contractor shall execute such conveyances and other documents relating to title as the Minister may require to evidence the title of Canada.

## **13 Title on Progress Payments**

**13.1** Upon any payment made to the Contractor, whether it is made as a progress payment, accountable advance or otherwise, in respect of the work or any portion of the work, title to the work or to any portion in respect of which payment is made shall vest in Canada.

**13.2** Any vesting of title mentioned in subsection (1) shall not constitute acceptance by Canada of the work or any portion of the work and shall not relieve the Contractor of any obligation to perform the work in accordance with the Contract.

## **14 Title**

**14.1** Title to the work shall vest in Canada upon acceptance, unless already so vested under any provision of the Contract.

## **15 Termination and Suspension**

**15.1** Either party may, by giving thirty (30) day written notice to the other party, terminate or suspend the Contract as regards to all or any part of the work.

**15.2** When, as a result of a notice mentioned in subsection 15.1.

(i) the work or any portion of the work is terminated, the Contractor shall be paid a reasonable price for performing any of the work that has been completed at the time of termination and any other cost directly and necessarily incurred as a result of the termination, but in no event shall the aggregate of the price paid to date and any amounts payable pursuant to this paragraph exceed the total Contract Price.

## **16 Default**

**16.1** If the Contractor is in default in carrying out any of the terms, conditions, covenants or obligations of the Contract, or has made a false representation or warranty, or if the Contractor becomes bankrupt or insolvent, or has a receiving order made against it, or makes an assignment for the benefit of

creditors, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, the Minister may, by giving notice in writing to the Contractor, terminate the whole or any part of the Contract. Upon the giving of such notice, the Contractor shall have no claim for any further payment save as hereinafter provided, but shall remain liable to Canada by reason of the default or occurrence upon which such notice was based.

**16.2** If after notice of termination of the Contract under the provisions of subsection 16.1 of this section, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to section 15 (Termination, Suspension, Change) of these general conditions and the rights and obligations of the parties hereto shall be governed by that section.

**16.3** Upon termination of the Contract under this section, the Minister may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Minister, any work which has not been delivered/performed and accepted prior to such termination. Subject to the deduction of any claim which Canada may have against the Contractor arising under the contract or out of the termination, Canada shall pay the Contractor for all such work delivered/ performed pursuant to such direction and accepted by Canada, the cost to the Contractor of such work plus the proportionate part of any fee fixed by the said contract and shall pay or reimburse the Contractor the reasonable and proper costs to the Contractor of all materials, parts of work in process delivered to Canada pursuant to such direction, but in no event shall the aggregate of the price paid to date of default and any amounts otherwise payable pursuant to this subsection 16.3 exceed the total Contract price.

## **17** Notice

**17.1** Where in the Contract any notice is required to be given, it shall be in writing and may be sent by ordinary or registered mail, by telegram or by fax addressed to the party for whom it is intended at the address mentioned in the Contract, and if no address is mentioned in the Contract:

- (i) in the case of the Contractor, addressed to his latest known address, as shown by the records of the Minister; or
- (ii) in the case of the Minister, addressed to the Departmental Representative administering the Contract at his/her normal business address,

and any notice shall be deemed to have been given if by ordinary mail, when in the ordinary course the letter should have reached its destination; by registered mail, when the Postal Receipt is acknowledged by the other party; by telegram, when transmitted by the carrier; and, by fax when transmitted.

## **18** Accounts

**18.1** The Contractor shall:

- (i) keep accounts and records of the cost of performing the Contract and keep all documents relating to such cost and, unless he obtains the prior written consent of the Minister to otherwise dispose of such accounts, records and documents, preserve them for a period of six (6) years from the end of the calendar year in which the contract is terminated or completed; and

- (ii) on demand, produce to the Minister every account, record or document mentioned in paragraph (a) that may be required by him and permit the Minister to examine, audit and take copies and extracts from such accounts, records or documents.

**19 No Bribe**

**19.1** The Contractor represents and warrants that:

- (i) no bribe, gift or other inducement has been paid, given, promised or offered to any person for, or with a view to the obtaining of the Contract by the Contractor;
- (ii) it has not employed any person to solicit or secure the Contract upon any agreement for a commission, percentage, brokerage or contingent fee; and
- (iii) it has no pecuniary interest in the business of any third party that would affect its objectivity in carrying out the work.

**20 Use of Canadian Labour and Materials**

**20.1** CANCELLED

**21 Labour and Health Conditions**

**21.1** The Contractor shall comply with all labour conditions, and with all health conditions and requirements, from time to time applicable to the work.

**22 Members of the House of Commons**

**22.1** No member of the House of Commons shall be admitted to any share or part of the Contract or to any benefit to arise therefrom.

**23 Security and Protection of Work**

**23.1** 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 the Minister, except that the Contractor may disclose to a subcontractor, authorized in accordance with this Contract, information necessary to the performance of the subcontract. This section does not apply to any information that:

- (i) is publicly available from a source other than the Contractor; or
- (ii) 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.

**23.2** When the Contract, the work, or any information referred to in subsection 23.1 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 those set out in the DSS Industrial Security Manual and its supplements and any other instructions issued by the Minister.

**23.3** Without limiting the generally of subsections (1) and (2), when the Contract, the work, or any information referred to in subsection 23.1 is identified as TOP SECRET, SECRET, CONFIDENTIAL or PROTECTED by Canada, the Minister shall be entitled to inspect the Contractor's premises and the premises of a subcontractor 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 subcontractor complies with, all written instructions issued by the Minister dealing with the material so identified, including any requirement that employees of the Contractor or of any such subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

## **24** Disputes

**24.1** In the event of a disagreement regarding any aspect of the Contract, or any instructions given under the Agreement, the Contractor may give notice to the Departmental Representative requesting a decision, and:

- (i) such notice shall be delivered to the Departmental Representative within 14 days of the origin of the disagreement, or receipt of the instructions, and
- (ii) pending such decision, the Contractor shall continue to perform the Services in accordance with the instructions of the Departmental Representative who shall give a decision, to the Contractor within 30 days of receiving the said notice.

**24.2** In the event that the Contractor is dissatisfied with the decision given by the Departmental Representative:

- (i) the Contractor shall continue to perform the Services, and within 14 days of receipt of such decision may request the Departmental Representative, to submit the matter in dispute within 14 days of such request, to the Deputy Minister who shall give a decision within 30 days of receipt of the submission, and
- (ii) if the Contractor is not satisfied with the Deputy Minister's decision, the Deputy Minister and the Contractor may, by mutual agreement, refer the matter in dispute to a process of mediation acceptable to both parties.

## **25** Extension of Time

**25.1** The Minister may, on the application of the Contractor made before the day fixed by the contract for completion of the work or before any new date for completion fixed under this subsection, if in his opinion it is in the public interest, extend the time for completion of the work by fixing a new day for completion of the work.

**25.2** Where the Contractor does not complete the work by the day fixed by the contract for completion of the work but does complete the work thereafter, the Contractor shall pay to Her Majesty

- (a) an amount equal to all salaries, wages and travelling expenses paid by Her Majesty to persons superintending the work during the period of delay;
- (b) an amount equal to the value to Her Majesty of the use of the completed work for the period of delay; and

- (c) an amount equal to all other expenses and images incurred or sustained by Her Majesty as a result of the work not being completed during the period of delay.

**25.3** For the purpose of this section.

- (a) the work shall be deemed to be completed on the day the Engineer issues his Interim Certificate of Completion; and
- (b) "period of delay" means the period commencing on the day fixed by the contract for completion of the work and ending on the day immediately preceding the day on which the work is completed, but excluding therefrom any day within a period of extension granted under subsection (1), if on such day, in the opinion of the Minister, causes control of the Contractor delay completion of the work.

## **26 Representatives and Amendments**

**26.1** The Contract contains the entire agreement between the parties and there are no representations, covenants, conditions or warranties forming part of the Contract other than those included therein. No amendment of the Contract shall have any force or effect unless reduced to writing and signed by the parties hereto.

## **Appendix F – Terms of Insurance**

### **1 Terms of Insurance**

- 1.1** Commercial General Liability insurance shall be effected by the Contractor and maintained in force throughout the duration of this/any resulting Contract, in an amount usual for a Contract of this nature, but in any case, for a limit NOT LESS THAN \$ 2,000,000.00 inclusive for Bodily Injury and Property Damage for any one occurrence or series of occurrences arising out of one cause.