

1.1 GENERAL

- .1 Canada will supply certain material and equipment in the Contract for installation and incorporation into the Work by the Contractor.
- .2 The materials being supplied by Canada is not intended to be enough product to complete the designated work. The Contractor is responsible to supply all additional materials as required.

1.2 MATERIAL SUPPLIED

- .1 Canada will supply the following materials to the Contract:
  - .1 20 bags of Sika Top 123 Plus.
- .2 The above noted items are currently stored at the following address to be picked up by Contractor:
  - .1 Department of Fisheries & Oceans Storage Facility, 1 Sunset Drive, Bishop's Falls, NL
- .3 Contractor shall supply all the additional materials as called for by Sika manufacturer's instructions (i.e. bonding agent, curing compounds, etc.) including additional bags of repair compound as required.

1.3 DELIVERY REQUIREMENTS

- .1 Materials supplied by the Canada will be turned over to the Contractor immediately upon receipt.
- .2 Within 3 calendar days after receipt of Canada-supplied material, the Contractor must:
  - .1 Conduct a complete and full verification audit of all materials received, including loose parts and individual components associated with a particular item supplied;
  - .2 Acknowledge, in writing, receipt of such items and;
  - .3 Provide copy of any delivery or transportation slips submitted by manufacturer and shipping company.
- .3 Unless shortages of material or damaged items are identified in writing to the Departmental Representative within the above specified verification period, the Contractor will become responsible to supply all missing materials and repair or replace damaged items and missing parts discovered thereafter at own expense.

- .4 Failure of the Contractor to make a complete check of the Canada-supplied material and to acknowledge receipt of same within the specified verification period shall not relieve contractor of this contractual responsibility to replace or repair any item subsequently found to be missing or damaged.
- .5 Departmental Representative will make final determination as to whether an item can be repaired or must be replaced.
- .6 In the event of failure on the part of the Contractor to submit written proof within the specified verification period, Departmental Representative reserves the right to:
  - .1 Proceed with the supply or repair of missing items through independent sources and;
  - .2 Charge costs of such items, including related shipping charges, to Contractor by conducting a financial holdback assessment against the Contract.

1.4 CONTRACTOR'S  
DUTIES

- .1 Pick-up Canada-supplied material, at location indicated.
- .2 Promptly inspect delivered material. Report missing, damaged or defective items in writing to Departmental Representative in accordance with delivery requirements specified above.
- .3 Obtain and pay for services to load and transport to site.
- .4 Unload and handle at site, including lifting, uncrating etc.
- .5 Store material on site at a location approved by Departmental Representative. Provide protection against inclement weather and site damage by use of appropriate covers.
- .7 Make all arrangements and pay associated costs to provide temporary storage from date of receipt and until final incorporation into project.
  - .1 Departmental Representative cannot give any assistance in this regard.
  - .2 Type and location of storage to meet with

Departmental Representative's approval.

- .8 Be responsible for the protection of such material against damage, loss, theft and fire from date of receipt, during transportation, loading, unloading, temporary storage and until final installation of work is accepted by the Departmental Representative.
- .9 Any damage or loss of such material shall result in the Contractor being responsible for replacement or repair of equipment at no cost to Canada.
- .10 The decision as to whether damaged items may be repaired or must be replaced with new equipment shall be the Departmental Representative's decision.
- .11 Install such material and equipment and incorporate into the work. Perform assembly and make all connections as required to make item functional.
- .12 Dispose of containers, crating and protective covering as directed by the Departmental Representative.
- .13 All unused materials supplied by Canada to be returned to location as identified by Departmental Representative upon completion of the Work.