



NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

NCC Tender File #	AL1711
Project Description	Kingswood Estate Boathouse Rehabilitation
Site visit	None scheduled. The site is open to the public however any contractor wishing to view the interior of the boathouse can arrange to do so by contacting François Leclerc at 239-5678 x6053.
Closing date and time	Monday, August 14, 2017 at 3pm EDT

RETURN TENDERS TO: National Capital Commission 40 Elgin Street, Security Office on the 2 nd floor Ottawa, ON K1P 1C7 TENDER CLOSING DATE AND TIME: Monday, August 14, 2017 at 3pm EDT	NCC Tender Number AL1711
	NCC Contract Number

DESCRIPTION OF WORK: Kingswood Estate Boathouse Rehabilitation

1. BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone number: _____ **Fax number:** _____

E-mail address: _____

2. THE OFFER

The Bidder offers to the National Capital Commission (NCC) to perform and complete the work for the above mentioned project in accordance with the tender documents for the total tender amount (to be expressed in numbers only) of:

Sub Total	\$	_____
GST/QST – 14.975%	\$	_____
TOTAL AMOUNT	\$	_____

3. TENDER VALIDITY PERIOD

The tender shall not be withdrawn for a period of 60 days following the date and time of tender closing.

4. CONTRACT DOCUMENTS

1. The following are the contract documents:
 - (a) Invitation to Tender & Acceptance Form when signed by the NCC;
 - (b) Duly completed Invitation to Tender & Acceptance Form and any Appendices attached thereto;
 - (c) Drawings and Specifications;
 - (d) General Conditions (GC1 to GC10);
 - (e) Supplementary Conditions, if any;
 - (f) Insurance Terms;
 - (g) Occupational Health and Safety Requirements;
 - (h) Addenda
 - (i) Any amendments issued or any allowable tender revision received before the date and time set for tender closing;
 - (j) Any amendment incorporated by mutual agreement between the NCC and the Contractor before acceptance of the tender; and
 - (k) Any amendment or variation of the contract documents that is made in accordance with the General Conditions;
 - (l) Security Requirements.

2. The language of the contract documents shall be the language of the Invitation to Tender & Acceptance Form submitted.

NCC Tender Number AL1711

NCC Contract Number

5. APPENDICES

The tender includes Appendix(ces) Nos I and II to the Invitation to Tender & Acceptance Form.

6. ACCEPTANCE AND CONTRACT

Upon acceptance of the Contractor's offer by the NCC, a binding Contract shall be formed between the NCC and the Contractor. The documents forming the Contract shall be the contract documents referred to in 4 – CONTRACT DOCUMENTS.

7. CONSTRUCTION TIME

The Contractor shall perform and complete the Work no later than five (5) weeks after contract award.

8. UNIT PRICE TABLE

The Bidder agrees that

- (a) the Unit Price Table designates that part of the Work to which a Unit Price Arrangement applies.
- (b) the Price per Unit and the Estimated Total Price must be entered for each item listed;
- (c) the Price per Unit as tender governs in calculating the Total Amount, and any errors in the extension of the Price per Unit and in the addition of the Estimated Total Prices shall be corrected by the NCC in order to obtain the Total Estimated Amount; and
- (d) the following table is the Unit Price Table for the purposes of the tender and the Contract:

UNIT PRICE TABLE

Note: Transfer the Sub-Total Amount from the Unit Price Table to item 2 – THE OFFER of this Invitation to Tender & Acceptance Form

Item No.	Description	UOM	Estimated qty	Unit price excl taxes	Extended total or lump sum price excl taxes
1	All-inclusive lump sum price to perform the Work except items 2 to 4 below and item 5 (\$ 25,000 allowance for the specialized subcontractor for piles)	lump sum	n/a	n/a	
2	Landscaping : Earth excavation and grading	lump sum	n/a	n/a	
3	Landscaping : Supply and installation of granite step and landing – boat house	lump sum	n/a	n/a	
4	Landscaping : Supply and installation of granite walkway – boat house	lump sum	n/a	n/a	
5	Specialized subcontractor (piles)	allowance	n/a	n/a	\$ 25,000.00
SUB-TOTAL					

- 9. The basis of award is low total cost to the NCC including all taxes.
- 10. I/We acknowledge receipt of the following addenda _____
(Bidder to enter number of addenda issues, if any) and have included for the requirement of it/them in my/our tendered price.
- 11. **TENDER SECURITY**
 - 1. The Bidders shall enclose tender security with its tender in accordance with GI08 TENDER SECURITY REQUIREMENTS.
 - 2. If the security furnished does not comply fully with the requirements referred to in paragraph 1) herein, the tender shall be disqualified.
 - 3. If a security deposit is furnished as tender security, it shall be forfeited in the event that the tender is accepted by the NCC and the Contractor fails to provide Contract Security in accordance with GC9 CONTRACT SECURITY, provided that the NCC may, if it is in the public interest, waive the forfeiture of the security deposit.

We hereby offer to supply to the NCC in accordance with the terms and conditions set out herein, the construction work listed above and on any attached sheets at the submitted price(s).

Name and title of person authorized to sign on behalf of Bidder
(please print or type)

Signature

Date

Your tender is accepted to supply to the NCC, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the construction services listed herein and on any attached sheets at the price(s) set out therefore.

Name and title of the person authorized to sign on behalf of the NCC
(please print or type)

Signature

Date

INVOICING

Send the original invoice and 1 copy to:

**Accounts Payable
National Capital Commission
202-40 Elgin Street
Ottawa, ON K1P 1C7**

Or by email at the following address: payables@ncc-ccn.ca

To ensure prompt payment, please prepare your invoice in accordance with the prices quoted. Errors in invoicing can cause delay of payment. Submit your invoice to the address shown above and clearly indicate the Purchase Order number.

INVITATION TO TENDER & ACCEPTANCE FORM	APPENDIX 1
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1) 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 NCC Representative. The Bidder understands that for each part of the work identified as Mandatory, 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 tender will be disqualified.

2) The Bidder certifies that tenders for the part(s) of the Work listed below were received from the following subcontractors:

MANDATORY REQUIREMENT: The subcontractors performing the work listed below must be identified. Failure to disclose the name of the sub-contractor for any work identified will result in the disqualification of your tender.

(a) **XXXX**

Sub-contractor: _____

Address: _____

(b) **XXXX**

Sub-contractor: _____

Address: _____

(c) **XXXX**

Sub-contractor: _____

Address: _____

(d) **XXXX**

Sub-contractor: _____

Address: _____

NON-MANDATORY REQUIREMENT:

(a) Any other work not listed above

Type of work: _____ Sub-contractor: _____

Type of work: _____ Sub-contractor: _____

Type of work: _____ Sub-contractor: _____

Type of work: _____ Sub-contractor: _____

Type of work: _____ Sub-contractor: _____

Type of work: _____ Sub-contractor: _____

Supplier No. / N° du fournisseur

New supplier / Nouveau fournisseur Update / Mise à jour

**SUPPLIER-DIRECT DEPOSIT PAYMENT AND TAX INFORMATION FORM
FOURNISSEUR-FORMULAIRE DE PAIEMENT PAR DÉPÔT DIRECT ET RENSEIGNEMENTS AUX FINS DE L'IMPÔT**

For NCC use only / À l'usage de la CCN seulement

PART 'A' - IDENTIFICATION / PARTIE 'A' - IDENTIFICATION

Legal name of entity or individual / Nom légal de l'entité ou du particulier	Operating name of entity or individual (if different from Legal Name) / Nom commercial de l'entité ou du particulier (s'il diffère du nom légal)		
Former Public Servant in receipt of a PSSA Pension / Ancien fonctionnaire qui reçoit une pension en vertu de la LPPF		<input type="checkbox"/> Yes / Oui	<input type="checkbox"/> No / Non
An entity, incorporated or sole proprietorship, which was created by a Former Public Servant in receipt of a PSSA pension or a partnership made of former public servants in receipt of PSSA pension or where the affected individual has a controlling or major interest in the entity. / Une entité, constituée en société ou à propriétaire unique, créée par un ancien fonctionnaire touchant une pension en vertu de la LPPF, ou un partenariat formé d'anciens fonctionnaires touchant une pension en vertu de la LPPF, où les entités dans lesquelles ils détiennent le contrôle ou un intérêt majoritaire.		<input type="checkbox"/> Yes / Oui	<input type="checkbox"/> No / Non
Address / Adresse	Telephone No. / N° de téléphone :	Fax No. / N° de télécopieur :	
Postal code / Code postal	()	()	

PART 'B' - STATUS OF SUPPLIER / PARTIE 'B' - STATUT DU FOURNISSEUR

IMPORTANT : CHOOSE ONLY ONE OF THE FOLLOWING/CHOISIR SEULEMENT UNE DES OPTIONS SUIVANTES:

(1) Sole proprietor / Propriétaire unique <input type="checkbox"/>	If sole proprietor, provide: / Si propriétaire unique, indiquez :	Last Name / Nom de famille	First name / Prénom	Initial / Initiale
(2) Partnership / Société de personnes <input type="checkbox"/>	(3) Corporation / Société <input type="checkbox"/>			
Business No. (BN) / N° de l'entreprise (NE) -	OR / OU	SIN / NAS -		
GST/HST / TPS et TVH	QST / TVQ (Québec)			
Number / Numéro : Not registered / non inscrit <input type="checkbox"/>	Number / Numéro : Not registered / non inscrit <input type="checkbox"/>			
Type of contract / Genre de contrat	Contract for services only / Contrat de services seulement <input type="checkbox"/>			
	Contract for mixed goods & services / Contrat de biens et services <input type="checkbox"/>		Contract for goods only / Contrat de biens seulement <input type="checkbox"/>	
Type of goods and/or services offered / Genre de biens et / ou services rendus :				

PART 'C' - FINANCIAL INSTITUTION / PARTIE 'C' - RENSEIGNEMENTS SUR L'INSTITUTION FINANCIÈRE

Please send a void cheque with this form / Veuillez, s.v.p., envoyer un spécimen de chèque avec ce formulaire

Branch Number / N° de la succursale	Institution No. / N° de l'institution :	Account No. / N° de compte :
Institution name / Nom de l'institution :		Address / Adresse :
Postal Code / Code postal :		

PART 'D' - DIRECT DEPOSIT PAYMENT NOTIFICATION / PARTIE 'D' - AVIS DE PAIEMENT PAR DÉPÔT DIRECT

E-mail address / Adresse courriel :

PART 'E' - EMAIL ADDRESS TO SEND CONTRACTS / PARTIE 'E' - ADRESSE COURRIEL POUR ENVOYER LES CONTRATS

E-mail address / Adresse courriel :

PART 'F' - CERTIFICATION / PARTIE 'F' - CERTIFICATION

I certify that I have examined the information provided above and it is correct and complete, and fully discloses the identification of this supplier.	Je déclare avoir examiné les renseignements susmentionnés et j'atteste qu'ils sont exacts et constituent une description complète, claire et véridique de l'identité de ce fournisseur.		
Where the supplier identified on this form completes part C, he hereby requests and authorizes the National Capital Commission to directly deposit into the bank account identified in part C, all amounts payable to the supplier.	Lorsque le fournisseur indiqué sur ce formulaire remplit la partie C, par la présente, il demande et autorise la Commission de la capitale nationale à déposer directement dans le compte bancaire indiqué à la partie C, tous les montants qui lui sont dus.		
Name of authorized person / Nom de la personne autorisée	Title / Titre	Signature	Date
Telephone number of contact person / Numéro de téléphone de la personne ressource : ()			

IMPORTANT

Please fill in and return to the National Capital Commission with one of your business cheque unsigned and marked « VOID » (for verification purposes).

Mail or fax to: Procurement Services
National Capital Commission
202-40 Elgin Street
Ottawa, ON K1P 1C7 Fax: (613) 239-5007

Veuillez remplir ce formulaire et le retourner à la Commission de la capitale nationale avec un spécimen de chèque de votre entreprise non signé et portant la mention « ANNULÉ » (à des fins de vérification).

Poster ou télécopier à : Services de l'approvisionnement
Commission de la capitale nationale
40, rue Elgin, pièce 202
Ottawa (Ontario) K1P 1C7 Télécopieur : (613) 239-5007

SUPPLIER – DIRECT DEPOSIT PAYMENT AND TAX INFORMATION FORM

FOURNISSEUR – FORMULAIRE DE PAIEMENT PAR DÉPÔT DIRECT ET RENSEIGNEMENTS AUX FINS DE L'IMPÔT

Supplier Tax Information

Pursuant to paragraph 221(1) (d) of the *Income Tax Act*, NCC must declare form T-1204, contractual payments of government for services, all payments made to suppliers during the calendar year in accordance to related service contracts (including contracts for mixed goods and services).

The paragraph 237(1) of the *Income Tax Act* and the article 235 of the Income Tax Regulations require the supplier to provide all necessary information below to the organization who prepares the fiscal information forms.

Questions: Sylvie Monette, Accounts Payable Supervisor
(613) 239-5678 ext. 5156 or sylvie.monette@ncc-ccn.ca

Direct deposit payment information

All amounts payable by NCC to the supplier will be deposited directly into the account you identified in part C. A NCC payment advice notice will also be sent to you by e-mail detailing the particularities of the payment to the address identified in part D.

Until we process your completed form, we will still pay you by check.

You must notify the NCC of any changes to your financial institution, branch or account number. You will then have to complete a new form.

The account you identified has to hold Canadian funds at a financial institution in Canada.

The advantages of direct deposit payment

Direct deposit payment is a convenient, dependable, safe and timesaving way to receive your invoice payment. Direct deposit payment is completely confidential.

There are fewer risks of direct deposit payment being lost, stolen, or damaged as may happen with cheques.

Funds made by direct deposit payment will be available in your bank account on the same day that we would have mailed your cheque.

Renseignements sur les fournisseurs aux fins de l'impôt

En vertu de l'alinéa 221(1) (d) de la *Loi de l'impôt sur le revenu*, la CCN est tenu de déclarer, à l'aide du formulaire T-1204, Paiements contractuels de services du gouvernement, tous paiements versés aux fournisseurs pendant une année civile en vertu de marchés de services pertinents (y compris les marchés composés à la fois de biens et de services).

Le paragraphe 237 (1) de la *Loi de l'impôt sur le revenu* et l'article 235 du Règlement de l'impôt sur le revenu obligent les fournisseurs à fournir toutes les informations demandées ci-dessous à l'organisme qui prépare les formulaires de renseignements fiscaux.

Questions : Sylvie Monette, Superviseure aux comptes payable
(613) 239-5678 poste 5156 ou sylvie.monette@ncc-ccn.ca

Renseignements sur le paiement par dépôt direct

Tous les montants versés par la CCN au fournisseur seront déposés directement dans le compte identifié à la partie C. Un avis de paiement de la CCN détaillant les particularités du paiement par dépôt direct vous sera envoyé par courriel à l'adresse courriel identifiée à la partie D.

Nous continuerons à vous payer par chèque jusqu'à ce que nous ayons traité votre formulaire.

Vous devez aviser la CCN de tout changement d'institution financière, de succursale ou de numéro de compte. Vous devrez donc remplir un nouveau formulaire.

Le compte que vous désignez doit être un compte en monnaie canadienne, détenu dans une institution financière au Canada.

Avantages du paiement par dépôt direct

Le paiement par dépôt direct est une méthode pratique, fiable et sécuritaire, qui permet de gagner du temps dans la réception de vos paiements de factures. Le paiement par dépôt direct est entièrement confidentiel.

Avec les paiements par dépôt direct, il y a moins de risques de perte, de vol ou de dommage, comme cela peut se produire dans le cas des chèques.

Les paiements effectués par paiement par dépôt direct sont versés dans votre compte le jour même où nous aurions posté votre chèque.

- SI01 Tender Documents
- SI02 Enquiries during the Solicitation Period
- SI03 [\[Non Mandatory\] Site Visit](#)
- SI04 Revision of Tender
- SI05 Tender Results
- SI06 Negotiations
- SI07 Tender Validity Period
- SI08 Construction Documents
- SI09 Public Tender Opening

SI01 TENDER DOCUMENTS

- 1) The following are the tender documents:
 - (a) Invitation to Tender & Acceptance Form and any Appendices attached thereto;
 - (b) Special Instructions to Bidders; and
 - (c) General Instructions to Bidders.

Submission of a tender 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 tender must be submitted in writing to the following: Sr. Contract Officer, Allan Lapensée, e-mail address – allan.lapensee@ncc-ccn.ca as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI15 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 result in an answer not being provided.
- 2) To ensure consistency and quality of the information provided to Bidders, the Sr. Contract 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 tender sent throughout the solicitation period are to be directed **ONLY** to the Sr. Contract Officer named above. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a tender.

SI03 [\[NON MANDATORY\] SITE VISIT](#)

- 1) None scheduled. The site is open to the public however any contractor wishing to view the interior of the boathouse can arrange to do so by contacting François Leclerc at 239-5678 x6053.

SI04 REVISION OF TENDER

- 1) A tender may be revised by letter or facsimile in accordance with GI10 of the General Instructions to Bidders. The facsimile number for receipt of revisions is 613-239-5012.

SI05 TENDER RESULTS

- 1) Following solicitation closing, tender results may be obtained by calling or emailing the Sr. Contract Officer (see SI02).

SI06 NEGOTIATIONS

- 1) In the event that the lowest compliant tender exceeds the amount of funding the NCC has allocated for the construction phase of the work:
 - (a) by 15% or less, the NCC, at its sole discretion, shall either:
 - (i) cancel the invitation to tender; or

- (ii) obtain additional funding and, subject to the provisions of GI11 and GI09 of the General Instructions to Bidders, award the Contract to the Bidder submitting the lowest compliant tender; or
 - (iii) revise the scope of the work accordingly and negotiate, with the Bidder submitting the lowest compliant tender, a corresponding reduction in its tender price.
- (b) by more than 15%, the NCC, at its sole discretion, shall either:
- (i) cancel the invitation to tender; or
 - (ii) obtain additional funding and, subject to the provisions of GI11 and GI09 of the General Instructions to Bidders, award the Contract to the Bidder submitting the lowest compliant tender; or
 - (iii) revise the scope of the work accordingly and invite those who submitted compliant tenders at the original invitation to tender to re-tender the work.
- 2) If negotiations or a re-tender are undertaken as is contemplated in subparagraphs 1)(a)(iii) or 1)(b)(iii) above, Bidders shall retain the same subcontractors and suppliers as they carried in their original tenders.
- 3) If the NCC elects to negotiate a reduction in the tender price as is contemplated in subparagraph 1)(a)(iii) herein and the negotiations fail to reach an agreement, the NCC shall then exercise either of the options referred to subparagraphs 1)(a)(i) or 1)(a)(ii).

SI07 TENDER VALIDITY PERIOD

- 1) The NCC reserves the right to seek an extension to the tender validity period prescribed in 3 of the Invitation to Tender & Acceptance Form. Upon notification in writing from the NCC, 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 tenders, then the NCC shall continue immediately with the evaluation of the tenders 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 tenders then the NCC shall, at its sole discretion, either:
- (a) continue to evaluate the tenders of those who have accepted the proposed extension and seek the necessary approvals; or
 - (b) cancel the invitation to tender.
- 4) The provisions expressed herein do not in any manner limit the NCC's rights in law or under GI11 of the General Instructions to Bidders.

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, may be available free of charge upon request by the contractor. If not, obtaining more copies shall be the responsibility of the contractor including costs.

SI09 PUBLIC TENDER OPENING

- 1) A public tender opening will be held on [August 14, 2017 at 3pm EDT](#) at 40 Elgin Street, Ottawa, ON beside the security office on the 2nd floor.

- GI01 Completion of Tender
- GI02 Identity or Legal Capacity of the Bidder
- GI03 Goods and Services Tax / Harmonized Sales Tax
- GI04 Québec Sales Tax
- GI05 Capital Development and Redevelopment Charges
- GI06 Registry and Pre-qualification of Floating Plant
- GI07 Listing of Subcontractors and Suppliers
- GI08 Tender Security Requirements
- GI09 Submission of Tender
- GI10 Revision of Tender
- GI11 Acceptance of Tender
- GI12 Procurement Business Number
- GI13 Bid Depository
- GI14 Compliance with Applicable Laws
- GI15 Approval of Alternative Materials
- GI16 Performance Evaluation

GI01 Completion of Tender

- 1) The tender shall be:
 - (a) submitted on the Invitation to Tender and Acceptance Form provided through the Government Electronic Tendering Service (GETS) or on a clear and legible reproduced copy of such Invitation to Tender and Acceptance Form that must be identical in content and format to the Invitation to Tender and Acceptance Form provided through GETS;
 - (b) based on the Tender Documents listed in the Special Instructions to Bidders;
 - (c) correctly completed in all respects;
 - (d) signed by a duly authorized representative of the Bidder; and
 - (e) accompanied by
 - (i) tender security as specified in GI08; and
 - (ii) any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the tender.
- 2) Subject to paragraph 6) of GI11, any alteration to the pre-printed or pre-typed sections of the Invitation to Tender and Acceptance Form, or any condition or qualification placed upon the tender shall be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Invitation to Tender and Acceptance Form by the Bidder shall be initialled by the person or persons signing the tender. Initials shall be original(s). Alterations, corrections, changes or erasures that are not initialled shall be deemed void and without effect.
- 3) Unless otherwise noted elsewhere in the Tender Documents, facsimile copies of tenders are not acceptable.

GI02 Identity or Legal Capacity of the Bidder

- 1) In order to confirm the authority of the person or persons signing the tender 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 the NCC prior to award of contract, provide satisfactory proof of:

- (a) such signing authority; and
- (b) the legal capacity under which it carries on business.

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 tender 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 Goods and Services Tax / Harmonized Sales Tax

- 1) The National Capital Commission (NCC) is a Crown Corporation subject to the Goods and Services Tax (GST), the Ontario Provincial Sales Tax (OST) and the Quebec Sales Tax (QST). The rates quoted are exclusive of the GST and the OST/QST. The successful firm will be required to indicate separately, on all invoices or requests for payments, the amount of Goods and Services Sales Tax (GST), the amount of Ontario Sales Tax (OST) and the amount of Quebec Sales Tax (QST), to the extent applicable, that the Commission must pay. These amounts will be paid to the successful Bidder who is required to make the appropriate remittances to Revenue Canada and the respective provincial governments.

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by Crown Corporations under applicable service contracts (including contracts involving a mix of goods and services) must be reported on a “T1204” slip. To comply with this requirement, the Bidder is required to provide the following information on the “Supplier – Direct Payment and Tax Information Form” (see Appendix 11).

By signing this form, the Bidder/Proponent certifies that he/she has examined the information provided on the form and that it is correct, complete, and fully discloses the identification of the Contractor.

This “Supplier – Direct Payment and Tax Information Form” must be completed and returned to the Commission prior to any contract being awarded to your firm (see Appendix 11).

GI04 Quebec Sales Tax

- 1) See GI03.

GI05 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 tender 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.

GI06 Registry and Pre-qualification of Floating Plant

- 1) Dredges or other floating plant to be used in the performance of the Work must be on 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, if applicable, and this certificate must accompany the tender. Plant so qualified by Industry Canada may be accepted on this project.

GI07 Listing of Subcontractors and Suppliers

- 1) Notwithstanding any list of Subcontractors that the Bidder shall be required to submit as part of the tender, the Bidder submitting the lowest acceptable tender shall, within 24 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 may result in the disqualification of its tender.

GI08 Tender Security Requirements

- 1) The Bidder shall submit tender security with the tender in the form of a bid bond or a security deposit in an amount that is equal to not less than 10% of the tender amount including all applicable taxes.

The maximum amount of tender security required with any tender is \$2,000,000.00.

- 2) A bid bond shall be in an approved form, properly completed, with original signature(s) and issued by an approved company whose bonds are acceptable to the NCC either at the time of solicitation closing or as identified on the list displayed at the following Website:

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12027>

The approved form for the bid bond is enclosed at the end of this section.

- 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 payable to the NCC;
 - (b) bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada; or
- 4) A bill of exchange, bank draft or money order referred to in subparagraph 3)(a) of GI08 shall be certified by or drawn on:
 - (a) a corporation or institution that is a member of the Canadian Payments Association;
 - (b) a corporation that accepts public deposits and repayment of the deposits is unconditionally guaranteed by Her Majesty in right of a province;
 - (c) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
 - (d) a corporation, association or federation incorporated or organized as a credit union or cooperative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137 (6)(b) of the *Income Tax Act*; or
 - (e) Canada Post Corporation.
- 5) If a bill of exchange, bank draft or money order is 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 paragraph 4) of GI08, either by letter or by a stamped certification on the bill of exchange, bank draft, or money order.
- 6) For the purposes of this section, 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 time, a certain sum of money to, or to the order of, the NCC.

- 7) Bonds referred to in subparagraph 3)(b) of GI08 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 NCC 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 NCC pursuant to the Domestic Bonds of Canada Regulations.
- 8) As an alternative to a security deposit an irrevocable standby letter of credit is acceptable to the NCC and the amount shall be determined in the same manner as a security deposit referred to above.
- 9) An irrevocable standby letter of credit referred to in paragraph 8) of GI08 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 NCC as the beneficiary;
 - (ii) is to accept and pay bills of exchange drawn by the NCC;
 - (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 NCC by way of the financial institution’s draft against presentation of a written demand for payment signed by the NCC Contract Administrator 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 for Documentary Credits, 2007 Revision, ICC Publication No. 600;
 - (g) clearly specify that it is irrevocable or deemed to be irrevocable pursuant to article 6 c) of the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600; and
 - (h) 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.
- 10) Tender security shall lapse or be returned as soon as practical following:
 - (a) the solicitation closing date, for those Bidders submitting non-compliant tenders; and

- (b) the administrative tender review, for those Bidders submitting compliant tenders ranked fourth to last on the schedule of tenders; and
 - (c) the award of contract, for those Bidders submitting the second and third ranked tenders; and
 - (d) the receipt of contract security for the successful Bidder; or
 - (e) the cancellation of the solicitation, for all Bidders.
- 11) Notwithstanding the provisions of paragraph 10) of GI08 and provided more than three (3) compliant tenders have been received, if one or more of the tenders ranked third to first is withdrawn or rejected for whatever reason, then the NCC reserves the right to hold the security of the next highest ranked compliant tender in order to retain the tender security of at least three (3) valid and compliant tenders.

GI09 Submission of Tender

- 1) The Invitation to Tender and Acceptance Form, duly completed with 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 front page of the Invitation to Tender and Acceptance Form for the receipt of tenders.
- 2) Unless otherwise specified in the Special Instructions to Bidders:
 - (a) the tender 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 tender, the Bidder shall ensure that the following information is clearly printed or typed on the face of the tender envelope:
 - (a) Solicitation Number;
 - (b) Name of Bidder.
- 5) Timely and correct delivery of the tender is the sole responsibility of the Bidder. The tender must be received on or before the date and time set for solicitation closing. Late tenders shall be disqualified.

GI10 Revision of Tender

- 1) A tender submitted in accordance with these instructions may be revised by letter or facsimile (fax number only 613-239-5012 provided the revision is received at the office designated for the receipt of tenders, on or before the date and time set for the closing of the solicitation. The letter or facsimile shall:
 - (a) be on the Bidder's letterhead or bear a signature that identifies the Bidder;
 - (b) for the Total Bid Amount, clearly identify the amount of the current revision. The total aggregate sum of all revisions submitted, including the current revision, shall be shown separately; and
 - (c) for the Price per unit portion of a tender, clearly identify the current revision(s) to the Price(s) per unit and the specific item(s) to which each revision applies. If a revision is to be applied to a specific Item that was previously amended then, in addition to the amount of the current

revision, the total aggregate sum of all revisions submitted, including the current revision, for that Item shall be shown separately.

- 2) A letter or facsimile submitted to confirm an earlier revision shall be clearly identified as "CONFIRMATION ONLY", for each contemplated change.
- 3) Failure to comply with any of the above provisions shall result in the rejection of the non-compliant revision(s) only. The tender shall be evaluated based on the original tender submitted and all other compliant revision(s).

GI11 Acceptance of Tender

- 1) The NCC may accept any tender, whether it is the lowest or not, or may reject any or all tenders.
- 2) Without limiting the generality of paragraph 1) of GI11, the NCC may reject a tender if any of the following circumstances are present:
 - (a) the Bidder, or any employee or subcontractor included as part of the tender, have 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 tender are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to tender on the Work, or the portion of the Work the employee or subcontractor is to perform;
 - (d) with respect to current or prior transactions with the NCC
 - (i) the Bidder is bankrupt or if, for whatever reason, its activities are rendered inoperable for an extended period;
 - (ii) evidence, satisfactory to the NCC, 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 tender;
 - (iii) the NCC 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 tender; or
 - (iv) the NCC determines that the Bidder's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being tendered on.
- 3). In assessing the Bidder's performance on other contracts pursuant to subparagraph 2)(d)(iv) of GI11, the NCC 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 NCC 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 GI11, the NCC may reject any based on an unfavourable assessment of the:
- (a) adequacy of the tender price to permit the work to be carried out and, in the case of a tender providing 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) If the NCC intends to reject a tender pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI11, other than subparagraph 2)(b) of GI11, the NCC shall so inform the Bidder and provide the Bidder ten (10) days within which to make representation, prior to making a final decision on the tender rejection.
- 6) The NCC may waive informalities and minor irregularities in tenders received, if the NCC determines that the variation of the tender from the exact requirements set out in the Tender Documents can be corrected or waived without being prejudicial to other Bidders.

GI12 Procurement Business Number

- 1) Not applicable.

GI13 Bid Depository

- 1) If the solicitation advertisement states that a Bid Depository shall be used, the Bidder shall obtain bids in accordance with local Bid Depository rules and procedures.

GI14 Compliance with Applicable Laws

- 1) By submission of a tender, 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 tender and entry into any ensuing contract for the performance of the work.
- 2) For the purpose of validating the certification in paragraph 1) of GI14, 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 GI14 shall result in the disqualification of the tender.

GI15 Approval of Alternative Materials

- 1) When materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the tender 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 seven (7) calendar days, unless otherwise noted in the Tender documents, prior to the solicitation closing date. If the alternative materials are approved for the purposes of the tender, an addendum to the tender documents shall be issued.

GI16 Performance Evaluation

- 1) Bidders shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by the NCC. The evaluation shall be based on the quality of workmanship, timeliness of completion of the work, project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely. Contractor Evaluation Report Form is enclosed at the end of this section.

BID BOND

Bond Number _____

Amount \$ _____

KNOW ALL MEN 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 the National Capital Commission as Obligee, hereinafter called the NCC, 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 _____, _____. WHEREAS, the Principal has submitted a written tender to the NCC, dated the _____ day of _____, _____, for: _____.

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

- (a) The Principal, should his tender be accepted within the period be specified by the NCC, or, if no period be specified, within sixty (60) days after closing date of the tender:
 - 1. does execute within a period specified by the NCC, 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
 - 2. 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 NCC, or other security acceptable to the NCC; or
- (b) the Principal does pay to the NCC the difference between the amount of the Principal's tender and the amount of the Contract entered into by the NCC 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 NCC for an amount greater than the amount specified in the 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 first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

Principal _____

Witness _____

Surety _____

Note: Affix Corporate seal if applicable.

Date	Contract no. / No du contrat		
Description of work / Description des travaux			
Contractor's business name / Nom de l'entreprise de l'entrepreneur		Contractor's site superintendent / Contremaître de l'entrepreneur	
Contractor's business address / Adresse de l'entreprise de l'entrepreneur			
NCC representative / Représentant de la CCN			
Name / Nom	Telephone no. / N ^o . de téléphone	E-mail address / Adresse électronique	
Contract information / Information sur le contrat			
Contract award amount / Montant du marché adjugé		Contract award date / Date de l'adjudication du marché	
Final amount / Montant final		Actual contract completion date / Date réelle d'achèvement du contrat	
Number of change orders / Nombre d'ordres de changement		Final certificate date / Date du certificat final	
Quality of workmanship / Qualité des travaux exécutés			
<p>This is the rating of the quality of the workmanship. At final completion the quality of the materials and equipment incorporated in the work must meet the requirements set out in the plans and specifications.</p> <p>Il s'agit de l'évaluation de la qualité des travaux exécutés. À l'achèvement des travaux, la qualité des matériaux et de l'équipement doit satisfaire les exigences établies dans les plans et devis.</p>	Unacceptable / Inacceptable	0 – 5	<div style="border: 1px solid black; width: 80px; height: 80px; margin: auto;"></div>
	Not satisfactory / Non-satisfaisant	6 – 10	
	Satisfactory / Satisfaisant	11 – 16	
	Superior / Supérieur	17 – 20	
Time / Délai d'exécution			
<p>This is the rating of the timeliness of completion considering the actual completion date compared with the original (or amended) contract completion date and allowing for conditions beyond the control of the contractor.</p> <p>Il s'agit de l'évaluation du délai d'exécution des travaux en prenant en considération la date actuelle d'achèvement des travaux par rapport à la date originale (ou modifiée) et en tenant compte des conditions indépendantes de la volonté de l'entrepreneur.</p>	Unacceptable / Inacceptable	0 – 5	<div style="border: 1px solid black; width: 80px; height: 80px; margin: auto;"></div>
	Late / En retard	6 – 10	
	On time / À temps	11 – 16	
	Ahead of schedule / En avance sur le calendrier	17 – 20	
Project management / Gestion de projet			
<p>This is the rating of how the project, as described in the drawings and specifications, was managed including co-ordination, quality control, effective schedule development and implementation.</p> <p>Voici l'évaluation de la façon dont le projet décrit dans les documents contractuels a été géré, y compris la coordination, le contrôle de la qualité, l'élaboration d'un calendrier efficace et la mise en œuvre.</p>	Unacceptable / Inacceptable	0 – 5	<div style="border: 1px solid black; width: 80px; height: 80px; margin: auto;"></div>
	Not satisfactory / Non-satisfaisant	6 – 10	
	Satisfactory / Satisfaisant	11 – 16	
	Superior / Supérieur	17 – 20	
Criteria not applicable / Critère non-applicable			<input type="checkbox"/> N/A / S/O
Contract management / Gestion de contrat			
<p>This is the rating of how the contract was administered in accordance with the provisions expressed in the "front end" portion of the documents.</p> <p>Voici l'évaluation de la façon dont le contrat a été administré conformément aux dispositions comprises dans la partie « prioritaire » des documents.</p>	Unacceptable / Inacceptable	0 – 5	<div style="border: 1px solid black; width: 80px; height: 80px; margin: auto;"></div>
	Not satisfactory / Non-satisfaisant	6 – 10	
	Satisfactory / Satisfaisant	11 – 16	
	Superior / Satisfaisant	17 – 20	
Criteria not applicable / Critère non-applicable			<input type="checkbox"/> N/A / S/O
Health and safety / Santé et sécurité			
<p>This is the rating of the effectiveness of how the occupational health and safety provisions (whether identified in the contract or those of provincial legislation or those otherwise applicable) were managed and administered.</p> <p>Voici l'évaluation de l'efficacité avec laquelle les dispositions relatives à la santé et à la sécurité au travail (dans le contrat, dans les règlements provinciaux ou dans tout autre document) ont été gérées et administrées.</p>	Unacceptable / Inacceptable	0 – 5	<div style="border: 1px solid black; width: 80px; height: 80px; margin: auto;"></div>
	Not satisfactory / Non-satisfaisant	6 – 10	
	Satisfactory / Satisfaisant	11 – 16	
	Superior / Satisfaisant	17 – 20	
Total points / Pointage total			/100
Comments / Commentaires			
Name / Nom	Title / Titre	Signature	Date

INSTRUCTIONS AND ADDITIONAL INFORMATION (Contractor Performance Evaluation Report)
INSTRUCTIONS ET RENSEIGNEMENTS SUPPLÉMENTAIRES (Rapport d'évaluation du rendement de l'entrepreneur)

QUALITY OF WORKMANSHIP – QUALITÉ DES TRAVAUX EXÉCUTÉS

The NCC representative is to consider how the workmanship compares with:

- the norms in the area in which the work was carried out
- the contractor's compliance with any quality provisions outlined in the drawings and specification
- the quality of workmanship provided by other contractors on similar projects in the same facility/facilities

Le représentant de la CCN doit évaluer la qualité de l'exécution en fonction de ce qui suit :

- le respect des normes s'appliquant aux travaux réalisés
- la conformité de l'entrepreneur aux exigences de qualité comprises dans les dessins et dans les devis
- la qualité de l'exécution des travaux accomplis par d'autres entrepreneurs dans le cadre de projets similaires réalisés dans la même installation ou dans des installations semblables.

TIME / DÉLAIS D'EXÉCUTION

For the purpose of evaluation the contractor's time performance, consideration must be given to conditions beyond the contractor's control including NCC / Consultant / Client performance.

Afin d'évaluer le rendement de l'entrepreneur en matière de délai d'exécution, on doit prendre en considération les conditions indépendantes de la volonté de l'entrepreneur, y compris le rendement de la CCN, de l'expert-conseil et du client.

Consider conditions beyond the contractor's control, e.g.,

Prendre en considération les conditions indépendantes de la volonté de l'entrepreneur, par exemple :

- availability of, and access to the site
- changes in soil or site conditions
- weather extremes
- strikes
- material / equipment supply problems originating from manufacturers/suppliers
- quality of plans and specifications
- major change(s) in scope
- cumulative effect of changes
- was the NCC able to meet its obligations?
- timely decisions, clarifications, approvals, payments in due time
- delays caused by other contractors in the same facility

- disponibilité du chantier et accès au chantier
- modifications des conditions du sol ou du chantier
- température
- grèves
- problèmes d'approvisionnement en matériel et en équipement provenant des manufacturiers/fournisseurs
- qualité des plan et devis
- modifications importantes à l'étendue des travaux
- effets cumulatifs des modifications
- la CCN a-t-elle été capable de remplir ses obligations?
- décisions, clarifications, approbations, paiements en temps opportun
- les retards occasionnés par d'autres entrepreneurs travaillant dans la même installation.

The NCC representative's estimate of a reasonable maximum time allowance resulting from conditions beyond the contractor's control is

L'estimation, par le représentant de la CCN, du temps maximum alloué pour les conditions indépendantes de la volonté de l'entrepreneur est



The period of delay attributable to the contractor is

La période de retard attribuable à l'entrepreneur est



Did the contractor make an effective effort / Est-ce que l'entrepreneur s'est efforcé :

- to meet the schedule / de respecter l'échéancier des travaux
- to clean up deficiencies in a reasonable time / de corriger les vices dans un délai raisonnable

▶	<input type="checkbox"/>	Yes Oui	<input type="checkbox"/>	No Non
▶	<input type="checkbox"/>	Yes Oui	<input type="checkbox"/>	No Non

Have you recommended assessments and damages for late completion under the contract?
 Avez-vous recommandé des dédommagements pour retard d'exécution aux termes du marché?

▶	<input type="checkbox"/>	Yes Oui	<input type="checkbox"/>	No Non
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PROJECT MANAGEMENT / GESTION DU PROJET

The extent to which the contractor takes charge of and effectively manages the work has a direct effect on the inputs required of the NCC.

La mesure dans laquelle l'entrepreneur assume efficacement la gestion des travaux a une incidence directe sur les services qu'on attend de la CCN.

Consideration should be given to: Did the contractor

Il faut examiner si l'entrepreneur a :

- employ a knowledgeable site superintendent
- required additional input from the NCC staff above that which is normal for a project of similar size and nature
- promptly commence the work
- provide realistic schedules and updates in accordance with the terms of the contract
- provide a comprehensive work plan and adhere to its milestones
- order material promptly and in such a way as to expedite the progress of the work
- provide shop drawings promptly and were they of sufficient detail

- fait appel aux services d'un surintendant de chantier expérimenté
- demandé au personnel de la CCN une plus grande contribution que ce qui est normal pour un projet de cette importance et de cette nature
- commencé les travaux dans les plus brefs délais
- fourni un calendrier réaliste et des mises à jour conformément aux modalités du contrat
- présenté un plan de travail complet et a respecté les échéances
- commandé le matériel rapidement et de façon à accélérer l'avancement des travaux.
- fourni rapidement des dessins d'atelier comprenant suffisamment de détails

PROJECT MANAGEMENT (cont'd) / GESTION DU PROJET (suite)

- effectively manage and complete all Division 1 work site activities
 - promptly provide reasonable quotations for changes to the original scope of work
 - cooperate when issued directions by the NCC representative
 - interpret the contract documents accurately
 - establish effective quality control procedures
 - effectively coordinate and manage the work of its subcontractors
 - promptly correct defective work as the project progressed
 - promptly clean-up all deficiencies and incomplete work after issuance of the Interim Certificate of Completion
 - satisfactorily clean the work site periodically and at the completion of the project
- g r  et achev  efficacement toutes les activit s sur le chantier de la Division 1
 - propos  rapidement des prix raisonnables pour les modifications   l' nonc  des travaux initial
 - accept  les directives du repr sentant de la CCN
 - interpr t  les documents contractuels avec exactitude
 - mis en place des proc dures de contr le de la qualit  efficaces
 - coordonn  et g r  efficacement les travaux confi s   des sous-traitants
 - corrig  promptement le travail d fectueux en cours de projet
 - corrig  rapidement les travaux non acceptables et termin  les travaux incomplets apr s r ception du certificat provisoire d'ach vement
 - nettoy  de fa on satisfaisante le chantier p riodiquement ainsi qu'  la fin du projet.

CONTRACT MANAGEMENT / GESTION DU CONTRAT

The effectiveness of the contractor to administer the contract in accordance with the provisions expressed in the "front end" portion of the contract documents.

Consideration should be given to: Did the contractor

- in the time frame specified, provide its contract security, Insurance Certificate fully executed and WSIB form where applicable
- submit progress claims in the correct format, accurately representing the work successfully completed and material delivered to the site but not yet installed for each payment period
- submit a Statutory Declaration correctly completed with each progress claim
- submit an updated Schedule if so specified
- pay subcontractors and suppliers in a timely fashion in accordance with the terms and conditions of its subcontracts
- promptly appoint a competent site superintendent
- notify the NCC representative of all its subcontracting activities
- apply for, obtain and pay for all necessary permits, licenses and certificates
- cooperate with other contractors sent onto the site of the work
- remove a superintendent or unsuitable worker when requested by the NCC representative to do so
- effectively protect the work and the contract documents provided by the NCC
- comply with all warranty provisions up to the date of the Contractor Performance Evaluation Report Form (CPERF)
- effectively manage the site during a suspension or termination of the work to mitigate any additional costs to the NCC
- deal promptly with any claims from creditors
- maintain complete records of the project
- provide information promptly when requested to do so
- expedite and co-operate in the settlement of all disputes

Efficacit  avec laquelle l'entrepreneur a administr  le contrat conform ment aux dispositions continues dans la partie « prioritaire » des documents contractuels.

Il faut examiner si l'entrepreneur a :

- fourni, dans le d lai prescrit, une garantie contractuelle, un certificat d'assurance d ment sign s et le formulaire de la CSST, le cas  ch ant
- pr sent  des r clamations p riodiques dans le bon format, en d crivant avec pr cision les travaux ex cut s et le mat riel livr  sur le chantier mais non encore install , pour chaque p riode de paiement
- pr sent  une d claration solennelle correctement remplie avec chaque r clamation p riodique
- fourni un calendrier   jour, sur demande
- pay  rapidement les sous-traitants et les fournisseurs conform ment aux conditions des contrats de sous-traitance
- d sign  dans les plus brefs d lais un surintendant de chantier qualifi 
- tenu au courant le repr sentant de la CCN de toutes les activit s de sous-traitance
- demand , obtenu et pay  tous les permis, licences et certificats n cessaires
- collabor  avec les autres entrepreneurs envoy s sur le lieu des travaux
- remplac  un surintendant ou un travailleur inapte   la demande du repr sentant de la CCN
- prot g  efficacement les travaux et les documents relativement aux travaux et au contrat fournis par la CCN
- respect  toutes les dispositions de garantie jusqu'  la date du Formulaire Rapport d' valuation du rendement de l'entrepreneur (FRERE)
- g r  efficacement le chantier pendant une suspension des travaux ou lors de leur ach vement, afin de limiter tout c t  suppl mentaire pour la CCN
- trait  dans les plus brefs d lais les demandes de paiement des cr anciers
- tenu des dossiers complets sur le projet
- fourni promptement les renseignements demand s
- acc l re et coop re dans le r glement des diff rends

HEALTH AND SAFETY / SANTÉ ET SÉCURITÉ

The effectiveness to which the contractor managed and administered the occupational health and safety provisions as stipulated in the contract documents and those required by provincial legislation or those that would otherwise be applicable to the site of the work.

Consideration should be given to: Did the contractor

- provide the NCC with a copy of its health and safety program prior to award of contract
- provide the NCC with a copy of its site specific hazardous assessment prior to award of contract
- apply for and obtain the provincial Notice of Project prior to commencement of the work
- apply for and obtain the Building Permit prior to commencement of the work
- provide a competent superintendent who
 - is qualified in health and safety matters because of her/his knowledge, training and experience
 - is familiar with the OH&S Act and its Regulations that apply to the site of the work
 - remedies any potential or actual danger of health and safety to those employed at the work site
- respond in a timely manner to any non-compliance safety issues noted by the NCC or a representative of the authority having jurisdiction
- implement its safety program in a proactive manner

Efficacité avec laquelle l'entrepreneur a géré et administré les dispositions relatives à la santé et à la sécurité au travail telles que stipulées dans les documents contractuels et dans les règlements provinciaux ou ceux s'appliquant normalement au lieu des travaux.

Il faut examiner si l'entrepreneur a :

- fourni à la CCN une copie de son programme en matière de santé et de sécurité avant l'octroi du contrat
- fourni à la CCN une copie de son évaluation des dangers pouvant survenir sur les lieux avant l'octroi du contrat
- demandé et obtenu l'avis de projet provincial avant le début des travaux
- demandé et obtenu le permis de construction avant le début des travaux
- engagé un surintendant qui :
 - est qualifié en matière de santé et de sécurité de par ses connaissances, sa formation et son expérience
 - connaît bien les dispositions de la Loi sur la santé et la sécurité au travail et de son règlement qui s'applique sur le lieu des travaux
 - remédie à tout danger possible ou réel en matière de santé et de sécurité pouvant toucher toutes les personnes travaillant sur le lieu des travaux
- traité rapidement tous les problèmes de non-conformité à la sécurité relevés par la CCN ou par un représentant de l'autorité qui a juridiction
- mis en œuvre son programme de sécurité de façon proactive

- GC1.1 INTERPRETATION
 - GC1.1.1 Headings and References
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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

"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;

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

"Contractor" means the person contracting with the NCC 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 the NCC;

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

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

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

"NCC" means the National Capital Commission;

"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;

"Security screening" is a generic term that applies to all types and levels of personnel security screening including Reliability Status, Site Access, and CONFIDENTIAL, SECRET and TOP SECRET security clearances conducted by the NCC;

"Sensitive Information and Assets" means information or assets that have been identified by the NCC as TOP SECRET, SECRET, CONFIDENTIAL or protected;

"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;

"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 the NCC, ready for use by the NCC or is being used for the intended purposes; and
 - (b) the Work is, in the opinion of the NCC, capable of completion or correction at a cost of not more than
 - (i) 3% of the first \$500,000;
 - (ii) 2% of the next \$500,000; and
 - (iii) 1% 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) the NCC 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 the NCC 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 the NCC.

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 the NCC 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 Invitation to Tender 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 drawing; 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 all sensitive contract information (TOP SECRET, SECRET, CONFIDENTIAL and PROTECTED) including printed and digital documents, drawings, information, models, copies thereof and processing systems, whether supplied by the NCC or the Contractor, against loss or compromise and damage from any cause.
- 2) The Contractor shall limit access to sensitive NCC information only to those with a “need-to-know” and who have been successfully security screened to at least the level of sensitivity of the information.
- 3) The Contractor shall ensure all contract information indicated in paragraph 1) is guarded and protected by any subcontractors, agents or suppliers and access limited only to those with a “need-to-know” and who have been successfully security screened to at least the level of sensitivity of the information.
- 4) The Contractor shall keep confidential all information provided to the Contractor by or on behalf of the NCC 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 NCC, 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 the NCC, except any source that is known to the Contractor to be under an obligation to the NCC not to disclose the information.
- 5) When the Contract, the Work, or any information referred to in paragraph 4) is identified as TOP SECRET, SECRET, CONFIDENTIAL or PROTECTED by the NCC, 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 the NCC.
- 6) Without limiting the generality of paragraphs 4) and 5) of GC1.2.3, when the Contract, the Work, or any information referred to in paragraph 4) is identified as TOP SECRET, SECRET, CONFIDENTIAL or PROTECTED by the NCC, the NCC 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 the NCC 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 status, site access security clearances and other procedures.
- 7) The Contractor shall report any suspected or actual security incidents immediately to the NCC involving loss, compromise or damage of NCC information or assets.
- 8) The Contractor shall safeguard the Work and the Contract, the specifications, drawings and any other information provided by the NCC to the Contractor, and shall be liable to the NCC 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 the NCC.
- 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 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 the NCC charging or claiming that the Work or any part thereof provided or furnished by the Contractor to the NCC infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
- 2) The Contractor shall indemnify and save the NCC 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 THE NCC

- 1) Subject to the Crown Liability and Proceedings Act, the Patent Act, and any other law that affects the NCC's rights, powers, privileges or obligations, the NCC 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 the NCC's title to the Work site if owned by the NCC, 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 the NCC 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 the NCC. The Contractor shall furnish evidence of compliance with such laws and regulations to the NCC at such times as the NCC 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 the NCC.
- 4) Within 10 days of making a tender pursuant to paragraph 3) of GC1.8, the Contractor shall notify the NCC 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 the NCC 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 the NCC.
- 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 the NCC with proof of registration with the provincial sales tax authorities in the said province.
- 9) For the purpose of the payment of any applicable tax or the furnishing of security for the payment of any applicable tax arising from or related to the performance of the Work, 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 the NCC after the time of purchase in accordance with GC3.10 MATERIAL PLANT AND REAL PROPERTY BECOME PROPERTY OF THE NCC, 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 tax payable, at the time of the use or consumption of that Material, Plant or interest of the Contractor in accordance with the relevant legislation.

GC1.9 WORKERS' COMPENSATION

- 1) Prior to award of contract, at the time of submitting its first progress claim, 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 the NCC, 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 the NCC determines that the Work is of a class or kind that involves national security, the NCC may order the Contractor to:
 - (a) provide the NCC 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 the NCC, 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) The NCC 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 the NCC, 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 the NCC.
- 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 the NCC.

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 the NCC.

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 the NCC 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 Lobbyists Registration 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, the NCC 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 the Government of Canada. As a result, the the NCC cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
Details on existing sanctions can be found at:
<http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>.
- 2) It is a condition of the Contract that the Contractor not supply to the NCC 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.

- GC2.1 NCC 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 NCC REPRESENTATIVE'S AUTHORITY

- 1) The NCC shall designate an NCC Representative and shall notify the Contractor of the name, address and telephone number of the NCC Representative.
- 2) The NCC Representative shall perform the NCC's duties and functions under the contract.
- 3) The NCC Representative shall be authorized to issue notices, instructions and directions to the Contractor and to accept on behalf of the NCC any notice, order or other communication from the contractor relating to the Work.
- 4) The NCC 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 the NCC 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 the NCC.

- 2) The Contractor shall perform the Work in accordance with any decisions of the NCC that are made under paragraph 1) of GC2.2 and in accordance with any consequential directions given by the NCC.

- 3) If the Contractor fails to comply with any instruction or direction issued by the NCC pursuant to the Contract, the NCC may employ such methods as the NCC deems advisable to do what the Contractor failed to do, and the Contractor shall, on demand, pay the NCC an amount that is equal to the aggregate of all costs, expenses and damages incurred or sustained by the NCC by reason of the Contractor's failure to comply with such instruction or direction, including the cost of any methods employed by the NCC 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 the NCC, 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) The NCC 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. The NCC 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) The NCC shall reject Work or Material which in the NCC'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 the NCC, on demand, all reasonable costs and expenses that were incurred by the NCC in having the examination performed.
- 3) The Contractor shall provide the NCC 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 the NCC 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, the NCC shall be given access to such Work whenever it is in progress.

- 4) The Contractor shall furnish the NCC with such information respecting the performance of the Contract as the NCC may require, and render every possible assistance to enable the NCC 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 the NCC's instructions, or by laws or ordinances of the place of the Work, the Contractor shall give the NCC reasonable notice of when such Work shall be ready for review and inspection. The Contractor shall arrange for and shall give the NCC 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 the NCC, 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 the NCC 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 the NCC, the Contractor shall remove any Superintendent who, in the opinion of the NCC, is incompetent or has been guilty of improper conduct, and shall forthwith designate another Superintendent who is acceptable to the NCC.
- 4) The Contractor shall not substitute a Superintendent without the written consent of the NCC. If a Superintendent is substituted without such consent, the NCC 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 the NCC 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 origin, colour, religion, age, sex or marital status;
 - (b) of the race, national origin, colour, religion, age, sex, or marital status of any person having any relationship or association with that person; or
 - (c) a complaint has been made or information has been given by or in respect of that person relating to an alleged failure by the Contractor to comply with subparagraphs 2)(a) and 2)(b) of GC2.7.

- 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 the NCC 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 Skills Development).
- 4) Within twenty four (24) hours immediately following receipt of a direction from the NCC 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 the NCC 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, the NCC 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, the NCC shall take the necessary action to have the breach remedied, and shall determine all supplementary costs incurred by the NCC as a result.
- 8) The NCC 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 the NCC is of the opinion that the Contractor has breached any of the provisions of this clause, the NCC 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 the NCC or by persons designated to act on behalf of the NCC.
- 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 the NCC 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.

- GC3.1 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 THE NCC
- 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 the NCC, 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 the NCC of any revisions to the schedule required as the result of any extension of time for completion of the Contract that was approved by the NCC; and
 - (d) prepare and submit to the NCC, at the time of issuance of an Certificate of Substantial Performance, an update of any schedule clearly showing a detailed timetable that is acceptable to the NCC 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 the NCC 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 the NCC 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 the NCC 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 the NCC, the Contractor shall make appropriate alterations in the method, Plant or workforce at any time the NCC 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 the NCC.
- 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 the NCC to substitute a similar item for the one specified.
- 3) If the NCC 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, the NCC may approve the substitution, subject to the following:
 - (a) the request for substitution shall be made in writing to the NCC and shall be substantiated by information in the form of the manufacturer's literature, samples and other data that may be required by the NCC;
 - (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 the NCC, 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 the NCC; and
- (d) the Contractor shall be responsible for all additional expenses incurred by the NCC, 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 the NCC 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) The NCC may for reasonable cause, object to the intended subcontracting by notifying the Contractor in writing within six (6) days of receipt by the NCC of a notification referred to in paragraph 2) of GC3.6.
- 5) If the NCC 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 the NCC.
- 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 the NCC's consent to a subcontracting shall be construed to relieve the Contractor from any obligation under the Contract or to impose any liability upon the NCC.

GC3.7 CONSTRUCTION BY OTHER CONTRACTORS OR WORKERS

- 1) The NCC 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, the NCC 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 the NCC 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 the NCC 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 for 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 the NCC 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,

the NCC 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) The Contractor shall maintain good order and discipline among the Contractor's employees and workers engaged in the Work 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 THE NCC

- 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 the NCC for the purposes of the Work and they shall continue to be the property of the NCC:
- (a) in the case of Material, until the NCC 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 the NCC indicates that the interest vested in the NCC therein is no longer required for the purposes of the Work.
- 2) Material or Plant, that is the property of the NCC 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 the NCC.

- 3) The NCC 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 the NCC.

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 the NCC, it is not expedient to correct defective Work or Work not performed as provided for in the Contract documents, the NCC 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 the NCC 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 the NCC.
- 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 the NCC'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 the NCC 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 the NCC 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 the NCC, 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 the NCC;

- (d) provide, to the NCC prior to the issuance of the Certificate of Completion, a list of all extended warranties and guarantees referred to in paragraph (c) above.
- 2) The NCC 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.

- GC4.1 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 THE NCC
- 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 the NCC to the Contractor.
- 2) The Contractor shall provide all facilities necessary for the purpose of maintaining security, and shall assist any person authorized by the NCC to inspect or to take security measures in respect of the Work and its site.
- 3) The NCC may direct the Contractor to do such things and to perform such work as the NCC 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 the NCC are protected and are not removed, defaced, altered nor destroyed.
- 2) The NCC may direct the Contractor to do such things and to perform such work as the NCC 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 the NCC.

GC4.3 MATERIAL, PLANT AND REAL PROPERTY SUPPLIED BY THE NCC

- 1) Subject to paragraph 2) of GC4.3, the Contractor is liable to the NCC 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 the NCC 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 the NCC 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 the NCC 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, the NCC may cause the loss or damage to be made good at the Contractor's expense, and the Contractor shall thereupon be liable to the NCC for the cost thereof and shall, on demand, pay to the NCC an amount equal to that cost.
- 5) The Contractor shall keep records of all Material, Plant and real property supplied by the NCC as the NCC requires and shall satisfy the NCC, 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 the NCC 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, the NCC 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 the NCC's determination.
- 4) If the Contractor's services are required by the NCC, the Contractor shall follow the direction of the NCC with regard to any excavation, treatment, removal and disposal of any polluting substance or material.
- 5) The NCC, at the NCC'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.

- GC5.1 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 THE NCC
- 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 the NCC.
- 2) An amount is "due and payable" when it is due and payable by the NCC 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 NCC.
- 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. Ottawa 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, the NCC shall pay the Contractor, at the times and in the manner hereinafter set out, the amount by which the amounts payable by the NCC to the Contractor in accordance with the Contract exceed the amounts payable by the Contractor to the NCC, 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 the NCC to deduct an amount payable to the NCC 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) No payment other than a payment that is expressly stipulated in the Contract, shall be made by the NCC 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 tender; or
 - (b) after the date of submission of the last revision, if the Contractor's tender 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 the NCC 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 tender 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 the NCC:
 - (a) a written progress claim in a form acceptable to the NCC 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, the NCC 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 the NCC:
 - (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, the NCC shall pay the Contractor an amount that is equal to:
 - (a) 95% of the value that is indicated in the NCC's progress report if a labour and material payment bond has been furnished by the Contractor; or
 - (b) 90% of the value that is indicated in the NCC's progress report if a labour and material payment bond has not been furnished by the Contractor.
- 4) Subject to GC5.2, "Amount Payable", and paragraph 5) of GC5.4, the NCC shall pay the Contractor an amount that is equal to 90% of the value that is indicated in the NCC's progress report
- 5) In the case of the Contractor's first progress claim, it is a condition precedent to the NCC'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 and has provided evidence of compliance with workers' compensation legislation applicable to the place of the Work in accordance with GC1.9 WORKERS' COMPENSATION.

GC5.5 SUBSTANTIAL PERFORMANCE OF THE WORK

- 1) If, at any time before the issuance of a Certificate of Completion, the NCC determines that the Work has reached Substantial Performance as described in subparagraph 1) (b) of GC1.1.4 SUBSTANTIAL PERFORMANCE, the NCC 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 the NCC; 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, the NCC 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 the NCC's estimate of the cost to the NCC of rectifying defects described in the Certificate of Substantial Performance; and
 - (c) an amount that is equal to the NCC's estimate of the cost to the NCC of completing the parts of the Work described in the Certificate of Substantial Performance other than defects listed therein.
- 4) The NCC 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 the NCC:

- (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 the NCC 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, the NCC 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, the NCC shall issue a Certificate of Measurement that shall, subject to GC8, be binding upon and conclusive between the NCC and the Contractor as to the quantities referred to therein.
- 2) Subject to GC5.2 AMOUNT PAYABLE and paragraph 3) of GC5.6, the NCC 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) The NCC 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 the NCC:
 - (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 NCC

- 1) Neither acceptance of a progress claim or progress report, nor any payment made by the NCC under the Contract, nor partial or entire use or occupancy of the Work by the NCC shall constitute an acceptance by the NCC 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 the NCC to pay the Contractor.

- 2) Whenever requested to do so by the NCC, 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, the NCC 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 the NCC'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 the NCC:
 - (a) such amount as may be paid by the NCC 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 the NCC 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 the NCC 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 the NCC.
- 8) Upon receipt of a notice of claim, the NCC 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) The NCC shall notify the Contractor in writing in a timely manner of receipt of any claim and of the intention of the NCC to withhold funds. At any time thereafter and until payment is made to the claimant, the Contractor may be entitled to post, with the NCC, security in a form acceptable to the NCC in an amount equal to the value of the claim, and upon receipt of such security the NCC 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, the NCC may set off any amount payable to the NCC 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 the NCC 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 the NCC 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 the NCC, 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 the NCC an amount equal to the aggregate of:
- (a) all salaries, wages and travelling expenses incurred by the NCC in respect of persons overseeing the performance of the Work during the period of delay;

- (b) the cost incurred by the NCC 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 the NCC during the period of delay as a result of the Work not being completed by the day fixed for its completion.
- 3) The NCC may waive the right of the NCC 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 the NCC, 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 the NCC in making any payment when it is due pursuant to GC5 TERMS OF PAYMENT, shall not be a breach of the Contract by the NCC.
- 2) Subject to paragraph 3) of GC5.11, the NCC 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, on 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; 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 the NCC and the Contractor under the Contract.
- 2) A claim is deemed to have been settled when an agreement in writing is signed by the NCC and the Contractor setting out the amount of the claim to be paid by the NCC 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) The NCC shall pay to the Contractor simple interest on the amount of a settled claim at the Average Bank Rate plus 3 per cent 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, the NCC shall return to the Contractor all or any part of a Security Deposit that, in the opinion of the NCC, is not required for the purposes of the Contract.
- 2) After a Certificate of Completion has been issued, the NCC shall return to the Contractor the remainder of any security deposit unless the Contract stipulates otherwise.
- 3) If the security deposit was paid to the NCC, the NCC shall pay interest thereon to the Contractor at a rate established pursuant to section 21(2) of the Financial Administration Act.

- 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
- GC6.6 ALLOWABLE COSTS FOR CONTRACT CHANGES UNDER GC6.4.1
 - GC6.6.1 General
 - GC6.6.2 Hourly Labour Rates
 - GC6.6.3 Material, Plant and Equipment Costs
 - GC6.6.4 Allowance to the Contractor or Subcontractor

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 an allowance for supervision, co-ordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount, which allowance shall be equal to
 - (a) 20% of the aggregate costs referred to herein for that portion of the Work done by the Contractor's own forces, if the aggregate cost of the Work does not exceed \$50,000;
 - (b) 15% of the aggregate costs referred to herein for that portion of the Work that is done by subcontract, if the aggregate cost of the Work does not exceed \$50,000; or
 - (c) a negotiated percentage of the aggregate costs referred to herein or a negotiated amount
 - (i) if the aggregate cost of the Work exceeds \$50,000; or
 - (ii) if the Contractor and Canada agree in writing.
- 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 an allowance determined in accordance with paragraph 1) of GC6.4.1.
- 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 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% 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 GST / HST 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 Tendered 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%, 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% 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% 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% 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% 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.

GC6.6 ALLOWABLE COSTS FOR CONTRACT CHANGES UNDER GC6.4.1

GC6.6.1 General

- 1) The Contractor shall submit a cost estimate breakdown for each contemplated change, in accordance with paragraph 4) of GC6.4.1 PRICE DETERMINATION PRIOR TO UNDERTAKING CHANGES. The breakdown shall itemize all labour, material, plant and equipment costs estimated by the Contractor and subcontractors, and the amount of each allowance.
- 2) It is the responsibility of the Contractor to ensure that all prices included in the Contractor's breakdown to the NCC, including those of subcontractors, are fair and reasonable in view of the terms expressed herein.
- 3) The labour hours required for the contemplated change shall be based on the estimated number of hours to perform the work.
- 4) Time spent by a working foreman may be included in the number of labour hours, at a rate agreed to in writing by the Contractor and the NCC.
- 5) Time attributable to material handling, productivity factors and approved rest periods is to be included in the number of hours required by the contemplated change and will not be paid as a separate item under hourly rates.
- 6) Allowances referred to in section 04 below are not to be included in the hourly labour rates.
- 7) Credit for work deleted will only be for the work directly associated with the change.
- 8) When a change deletes work which has not yet been performed, the NCC is entitled to an adjustment in the Contract Amount equal to the cost the Contractor would have incurred had the work not been deleted.
- 9) Allowances referred to in Section 04 below shall not be applied to any credit amounts for deleted work.
- 10) In those cases where the change involves additions and deletions to the work, the allowances referred to in section 04 below shall apply only when the cost of the additions minus the cost of the deletions would result in an increase in the Contract Amount. The percentage allowance shall only be applied to that portion of the costs of the additions that is in excess of the cost of the deletions.

- 11) If the contemplated change in the work necessitates a change in the contract completion date, or has an impact on the work, the Contractor shall identify and include the resulting cost in the breakdown.

GC6.6.2 Hourly Labour Rates

- 1) The hourly labour rates listed in the Contractor's breakdown shall be determined in accordance with the collective agreements that are applicable at the site of the work and shall include:
- (a) the base rate of pay;
 - (b) vacation pay;
 - (c) benefits which includes:
 - (i) welfare contributions;
 - (ii) pension contributions;
 - (iii) union dues;
 - (iv) training and industry funds contributions; and
 - (v) other applicable benefits, if any, that can be substantiated by the Contractor.
 - (d) statutory and legislated requirements, assessed and payable under statutory authority, which includes:
 - (i) Employment Insurance contributions;
 - (ii) Canada Pension Plan or Québec Pension Plan contributions;
 - (ii) Worker's Compensation Board or Commission de la santé et de la sécurité du travail premiums;
 - (iv) Public Liability and Property Damage insurance premiums; and
 - (v) health tax premiums.
- 2) In the case of nonunion labour, all rates claimed shall be in accordance with the terms of the Labour Conditions forming part of this contract and the Contractor must provide satisfactory proof of the rates actually paid.

GC6.6.3 Material, Plant and Equipment Costs

- 1) The costs of all purchases and rentals must be based on the actual amount paid to the suppliers by the Contractor or subcontractor and said costs are to include all applicable discounts.

GC6.6.4 Allowance to the Contractor or Subcontractor

- 1) The allowances determined in accordance with paragraph 1) of GC6.4.1 PRICE DETERMINATION PRIOR TO UNDERTAKING CHANGES shall be considered as full compensation for:
- (a) supervision, co-ordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount; and

- (b) miscellaneous additional costs related to:
 - (i) the purchase or rental of material, plant and equipment;
 - (ii) the purchase of small tools and supplies;
 - (iii) safety and protection measures; and
 - (iv) permits, bonds, insurance, engineering, as built drawings, commissioning and site office.

- 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, the NCC, 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 the NCC 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 the NCC within six days of the NCC 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 the NCC, upon demand, an amount that is equal to the amount of all loss and damage incurred or sustained by the NCC 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 the NCC, the NCC may pay the Contractor the amount, if any, of the holdback or a progress claim as determined by the NCC 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 the NCC 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 the NCC without compensation.
- 6) When the NCC 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 the NCC 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 the NCC.

GC7.2 SUSPENSION OF WORK

- 1) When, in the NCC's opinion, it is in the public interest to do so, the NCC 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 the NCC 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 the NCC.
- 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, the NCC 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 the NCC and the Contractor. If the NCC 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) The NCC 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, the NCC 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 the NCC and all amounts that are due to the NCC from the Contractor pursuant to the Contract.
- 4) In no event shall the total amount payable by the NCC 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, the NCC may convert a security deposit to the NCC's own use.

- 2) If the NCC converts a security deposit, the amount realized shall be deemed to be an amount due from the NCC to the Contractor under the Contract.
- 3) Any balance of the amount realized that remains after payment of all losses, damage and claims of the NCC and others shall be paid by the NCC to the Contractor if, in the opinion of the NCC, it is not required for the purposes of the Contract.

- 1) The Contractor may, within 10 days after the communication to the Contractor of any decision or direction referred to in GC6.1 CHANGES IN THE WORK and GC2.2 INTERPRETATION OF CONTRACT, protest that decision or direction.
- 2) A protest referred to in paragraph 1) of GC8 shall be in writing, contain full reasons for the protest, be signed by the Contractor and be given to the NCC.
- 3) If the Contractor gives a protest pursuant to paragraph 2) of GC8, any compliance by the Contractor with the decision or direction that was protested shall not be construed as an admission by the Contractor of the correctness of that decision or direction, or prevent the Contractor from taking whatever action the Contractor considers appropriate in the circumstances.
- 4) The giving of a protest by the Contractor pursuant to paragraph 2) of GC8 shall not relieve the Contractor from complying with the decision or direction that is the subject of the protest.
- 5) Subject to paragraph 6) of GC8, the Contractor shall take any action referred to in paragraph 3) of GC8 within 3 months after the date of the Certificate of Completion referred to in GC5.6 FINAL COMPLETION and not afterwards, except where it is otherwise provided by law.
- 6) The Contractor shall take any action referred to in paragraph 3) of GC8 resulting from a direction under GC3.13 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK, within 3 months after the expiry of a warranty or guarantee period and not afterwards, except where it is otherwise provided by law.
- 7) Subject to paragraph 8) of GC8, if the NCC determines that the Contractor's protest is justified, the NCC shall pay the Contractor the cost of the additional labour, Plant and Material necessarily incurred by the Contractor in carrying out the protested decision or direction.
- 8) Costs referred to in paragraph 7) of GC8 shall be calculated in accordance with GC6.4 DETERMINATION OF PRICE.

- GC9.1 OBLIGATION TO PROVIDE CONTRACT SECURITY
- GC9.2 TYPES AND AMOUNTS OF CONTRACT SECURITY
- GC9.3 IRREVOCABLE STANDBY LETTER OF CREDIT

GC9.1 OBLIGATION TO PROVIDE CONTRACT SECURITY

- 1) The Contractor shall, at the Contractor's expense and within 7 days after the date that the Contractor receives notice that the Contractor's bid was accepted by the NCC, obtain and deliver Contract Security to the NCC in one or more 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.
- 5) In addition to the limitation imposed in paragraph 4) of GC9.1, the Contractor further acknowledges and agrees that it will not be entitled to have access to the site, nor to commence work pursuant to this contract until it has delivered the Contract Security as specified herein.

GC9.2 TYPES AND AMOUNTS OF CONTRACT SECURITY

- 1) The Contractor shall deliver to the NCC (a), (b) or (c):
 - (a) A performance bond and a labour and material payment bond each in an amount that is equal to not less than 50% of the Contract Amount including taxes
 - (b) A labour and material payment bond in an amount that is equal to not less than 50% of the Contract Amount including taxes, and a security deposit in an amount that is equal to not less than 10% of the Contract Amount including taxes.
 - (c) A security deposit in an amount prescribed by subparagraph 1)(b) of GC9.2, plus an additional amount that is equal to 10% of the Contract Amount including taxes.
- 2) The amount of a security deposit referred to in subparagraph 1)(b) of GC9.2 shall not exceed \$2,000,000 regardless of the Contract Amount including taxes.
- 3) 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 the NCC.
 - (a) The approved form for the performance bond is enclosed at the end of GC9.
 - (b) The approved form for the labour and material payment bond is enclosed at the end of GC9
 - (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=12027> .
- 4) A security deposit referred to in subparagraphs 1)(b) and 1)(c) of GC9.2 shall be in the form of:

- (a) a bill of exchange, bank draft or money order made payable to the NCC 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.
- 5) For the purposes of subparagraph 4)(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 certain sum of money to, or to the order of, the NCC;
 - (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 5)(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 Régie de l'assurance-dépôts du Québec;
 - (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.
- 6) Bonds referred to in subparagraph 4)(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 NCC 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 NCC pursuant to the Domestic Bonds of Canada Regulations.

GC9.3 IRREVOCABLE STANDBY LETTER OF CREDIT

- 1) As an alternative to a security deposit, an irrevocable standby letter of credit is acceptable to the NCC, the amount of which shall be determined in the same manner as a security deposit referred to in GC9.2
TYPES AND AMOUNTS OF CONTRACT SECURITY.
- 2) An irrevocable standby letter of credit 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 NCC as the beneficiary;
- (ii) is to accept and pay bills of exchange drawn by the NCC;
- (ii) 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 NCC by way of the financial institution's draft against presentation of a written demand for payment signed by the NCC;
- (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 for Documentary Credits, 2007 Revision, ICC Publication No. 600;
- (g) clearly specify that it is irrevocable or deemed to be irrevocable pursuant to article 6 c) of the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600; and
- (h) 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.

PERFORMANCE BOND

Bond Number _____

Amount \$ _____

KNOW ALL MEN 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 the National Capital Commission as

Obligee, hereinafter called the NCC, 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 _____, _____. WHEREAS, the Principal has

entered into a Contract with the NCC, dated the _____ day of _____, _____,

for: _____.

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 NCC 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 NCC 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 NCC,
 - (c) if the work is taken out of the Principal's hands and the NCC, 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 NCC 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 NCC, 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 NCC, any Contract moneys earned by the Principal or holdbacks related thereto held by the NCC may be paid to the Surety by the NCC.
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 NCC 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.

LABOUR AND MATERIAL PAYMENT BOND

Bond Number _____

Amount \$ _____

KNOW ALL MEN 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 the National Capital Commission as Oblige, hereinafter called the NCC, 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 _____, _____ . WHEREAS, the Principal has entered into a Contract with the NCC, dated the _____ day of _____, _____, 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 NCC 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 NCC 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 NCC 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 NCC 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 NCC are paid to the Surety by the NCC.
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.

- GC10.1 INSURANCE CONTRACTS
- GC10.2 INSURANCE PROCEEDS
- GC10.3 INSURANCE TERMS
 - GC10.3.1 General
 - GC10.3.1.1 Proof of Insurance
 - GC10.3.1.2 Payment of Deductible
 - GC10.3.2 Commercial General Liability
 - GC10.3.2.1 Scope of Policy
 - GC10.3.2.2 Insured
 - GC10.3.2.3 Period of Insurance
 - GC10.3.3 Builder's Risk / Installation Floater
 - GC10.3.3.1 Scope of Policy
 - GC10.3.3.2 Amount of Insurance
 - GC10.3.3.3 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 the NCC in accordance with the requirements of GC10.
- 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 GC10; 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 the NCC, and:
 - (a) the monies so paid shall be held by the NCC for the purposes of the contract; or
 - (b) if the NCC elects, shall be retained by the NCC, in which event they vest in the NCC 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, the NCC may cause an audit to be made of the accounts of the Contractor and of the NCC 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 the NCC, including any costs incurred in respect of the clearing of the work and its site and any other amount that is payable by the Contractor to the NCC under the contract, minus any monies retained pursuant to subparagraph 1)(b) of GC10.2; and
 - (b) the aggregate of the amounts payable by the NCC 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 the NCC 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, the NCC 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 the NCC pursuant to paragraph 7) of GC10.2 shall be made in accordance with the contract but the amount of each payment shall be 100% of the amount claimed notwithstanding subparagraphs 3)(a) and 3)(b) of GC5.4 PROGRESS PAYMENT.

GC10.3 INSURANCE TERMS

GC10.3.1 General

GC10.3.1.1 Proof of Insurance

- 1) Before commencement of the Work, and prior to contract award, the Contractor shall deposit with the NCC a Certificate of Insurance (approved Insurance form is enclosed at the end of this section).
- 2) Upon request by the NCC, the Contractor shall provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the provisions contained herein.
- 3) The insurance policies shall be endorsed to provide the NCC with no less than 30 days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

GC10.3.1.2 Payment of Deductible

- 1) Any moneys paid or payable in respect of a deductible amount shall be borne exclusively by the Contractor.

GC10.3.2 Commercial General Liability

GC10.3.2.1 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;
 - (b) a Products/Completed Operations Aggregate Limit of not less than \$5,000,000; and
 - (c) a General Aggregate Limit of not be less than \$10,000,000 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.

GC10.3.2.2 Insured

- 1) The policy shall insure the Contractor and shall include the NCC as an additional Insured, with respect to liability arising out of the operations of the Contractor with regard to the work.

GC10.3.2.3 Period of Insurance

- 1) Unless otherwise directed in writing by the NCC, 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.

GC10.3.3 Builder's Risk / Installation Floater

GC10.3.3.1 Scope of Policy

- 1) The insurance coverage provided by a Builder's Risk policy or an Installation Floater policy shall not be less than that provided by IBC Forms 4042 and 4047, as amended from time to time.
- 2) The policy shall permit use and occupancy of the project, or any part thereof, where such use and occupancy is for the purposes for which the project is intended upon completion.
- 3) The policy may exclude or be endorsed to exclude coverage for loss or damage caused by any of the following:
 - (a) Asbestos;
 - (b) Fungi or spores;
 - (c) Cyber;
 - (d) Terrorism.

GC10.3.3.2 Amount of Insurance

- 1) The amount of insurance shall not be less than the sum of the contract value plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by the NCC at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy shall be changed to reflect the revised contract value.

GC10.3.3.3 Insurance Proceeds

- 1) The policy shall provide that the proceeds thereof are payable to the NCC may direct in accordance with GC10.2, "Insurance Proceeds".
- 2) The Contractor shall, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

• To be completed by the insurer / À être rempli par l'assureur

CONTRACT / MARCHÉ				
Description and location of work / Description et endroit des travaux			Contract no. / N° de contrat	
INSURER / ASSUREUR				
Name / Nom				
Address / Adresse				
No., Street / N°, rue				
City / Ville		Province		Postal code / Code postal
BROKER / COURTIER				
Name / Nom				
Address / Adresse				
No., Street / N°, rue				
City / Ville		Province		Postal code / Code postal
INSURED / ASSURÉ				
Name of contractor / Nom de l'entrepreneur				
Address / Adresse				
No., Street / N°, rue				
City / Ville		Province		Postal code / Code postal
ADDITIONAL INSURED / ASSURÉ ADDITIONNEL				
The National Capital Commission / La Commission de la capitale nationale				
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 the National Capital Commission.				
L'assureur atteste que les polices d'assurances suivantes sont présentement en vigueur et couvrent toutes les activités de l'assuré en fonction du marché conclu entre l'Assuré dénommé la Commission de la capitale nationale				
POLICY / POLICE				
Type Genre	Number Numéro	Inception Date Date d'effet	Expiry Date Date d'expiration	Limit of Liability Limites de garantie
Commercial General Liability Responsabilité civile des entreprises				
Builder's Risk "All Risks" Assurance des chantiers « tous risques »				
Installation Floater "All Risks" Risques d'installation « tous risques »				
Other (list) / Autre (énumérer)				
Each of these policies includes the coverages and provisions as specified in Insurance Terms and each policy has been endorsed to cover the National Capital Commission as an Additional Insured. The Insurer agrees to notify the National Capital Commission in writing thirty (30) days prior to any material change in, or cancellation of any policy or coverage.		Chacune des présentes polices renferment des garanties et dispositions spécifiées aux Conditions d'assurance, et chaque police a été amendée pour couvrir la Commission de la capitale nationale en tant qu'assuré additionnel. L'assureur convient de donner un préavis de trente (30) jours à la Commission de la capitale nationale en cas de changement visant la garantie d'assurance ou les conditions ou de l'annulation de n'importe quelle police ou garantie.		
Name of Insurer's Office or Authorized Employee / Nom du cadre ou de la personne autorisée		Telephone number / Numéro de téléphone		
Signature		Date		

1. General

- 1.1 In this Contract “OHS” means “occupational health and safety”.
- 1.2 With respect to the work to be performed under the Contract, the Contractor covenants and agrees to perform at, and to enforce conformity with, a standard equivalent to or greater than the best practices prevailing in the construction industry at that time.
- 1.3 The Contractor acknowledges that, to the extent that the following matters may be affected by conduct of the work, it is responsible for the:
- 1.3.1 health and safety of persons on site;
 - 1.3.2 safety of property on site;
 - 1.3.3 protection of persons adjacent to the site; and,
 - 1.3.4 protection of the environment.
- 1.4 Without limiting the generality of section 1.3, the Contractor acknowledges that it is required to, and covenants and agrees to, comply and to enforce compliance with all laws or regulations that may be applicable to the conduct of the work including, without limitation:
- (a) the provisions of the *Occupational Health and Safety Act* of Ontario and all regulations, policies or directives issued thereunder for work performed in Ontario;
 - (b) *La Loi sur la santé et la sécurité du travail* of Québec and all regulations, policies or directives issued thereunder for work performed in Québec;
 - (c) Applicable provisions of the *Canada Labour Code, Part II*;
 - (d) Employment standards legislation in the province(s) in which any part of the work is performed; and
 - (e) Any policies or directives issued by the NCC in respect of the subject matter of the contract.
- The NCC will present any such policies or directives referred to in paragraph (e) to the Contractor in written form by not later than the pre-construction meeting. The Contractor is obliged to ensure that the relevant policies and directives have been communicated to and acknowledged by all its employees and that they will be complied with. The NCC reserves the right to require the Contractor to produce evidence satisfactory to the NCC acting reasonably that the Contractor has discharged the foregoing obligations.
- 1.5 By entering into the Contract with the NCC, the Contractor represents and warrants to the NCC that it has informed itself of and is knowledgeable about the obligations imposed by the legislation referred to in 1.4. above.
- 1.6 For purposes of the relevant provincial OHS legislative regime the Contractor acknowledges and agrees that it is the “Constructor” and covenants to discharge and accept all liability for the performance of the obligations of the “Constructor” in respect of the work provided for in the Contract. Notwithstanding a determination by the relevant authority having jurisdiction that the NCC is the “Constructor” in the event of a dispute between the Contractor and the NCC, the Contractor acknowledges and agrees that the Contractor shall be financially responsible for the implementation of protective measures necessary to fulfill the obligations of the “Constructor”.

- 1.7 As between the NCC and the Contractor, the NCC's decision as to whether the Contractor is discharging its obligations in respect of OHS issues shall be definitive. Without limiting the generality of the foregoing, in the event of any dispute with respect to instructions given by the NCC's designated representative, the Contractor may note such dispute, but must nevertheless forthwith comply with any such instructions.
- 1.8 The Contractor hereby indemnifies and agrees to hold harmless the NCC, its agents and employees, from and against any and all claims, demands, losses, costs (including legal fees on a full indemnity basis), damages, actions, suits or proceedings (hereinafter collectively referred to as "claims") by third parties that arise out of or are attributable to the Contractor's errors or omissions in the performance of the Contract. Without limiting the generality of the foregoing, this indemnification extends to any claims related to any violation of any statute or regulation relating to OHS matters.
- 1.9 The NCC shall provide the contractor:
- 1.9.1 a written description of every known and foreseeable health and safety hazard to which persons employed in the performance of the work may be exposed because of the nature of the site;
 - 1.9.2 a list of any prescribed materials, equipment, devices and clothing necessary because of the nature of the site;
 - 1.9.3 with written information indicating the prescribed circumstances and manner to use all prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2; and,
 - 1.9.4 with a copy of any NCC policies and procedures that may be applicable in relation to the work site.
- 1.10 Without limiting the generality of 1.9, prior to the commencement of the work by the contractor, the contractor shall, at the contractor's expense:
- 1.10.1 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are informed of any health and safety hazard described pursuant to 1.9.1;
 - 1.10.2 provide all persons employed in the performance of the work or granted access to the work or its site with prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2;
 - 1.10.3 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are familiar with the prescribed circumstances and manner all prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2; and
 - 1.10.4 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are familiar with policies and procedures referred to in 1.9.4.

2. Qualifications of Personnel

- 2.1 By entering into this agreement the contractor represents and warrants that it has the requisite experience, training, formal certification and equipment to enable it to discharge the obligations enumerated in sections 1.3, 1.4, 1.5 and 1.6 above.
- 2.2 The Contractor represents and warrants that supervisory personnel employed by the Contractor in respect of performance of any part of the work have the requisite experience, authority, training, formal certification and equipment to ensure that the obligations enumerated in sections 1.3, 1.4, 1.5

and 1.6 above are discharged and agrees to deliver such evidence as may be required by the NCC from time to time to verify same.

3. Certification

3.1 After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver a Worker's Compensation Clearance Certificate. Where the duration of the project is greater than sixty days, the Contractor covenants and agrees to deliver up-dated certificates at least every 60 days. In the event of a failure by the Contractor to deliver up-dated certificates, the NCC shall be entitled to immediately terminate the contract without notice and without incurring any liability to the Contractor.

3.2 After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver historical information on its injury experience including any pertinent Worker's Compensation Experience Reports. Such historical information shall report data for the previous three years.

4. Plans Policies and Procedures

4.1 After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver for the review and approval of the NCC:

- (a) A copy of the contractor's OHS policy;
- (b) A safety program and plan specific to the work to be performed pursuant to the Contract which plan shall include a risk assessment and analysis, a description of safe working methods, injury and incident reporting protocols, regular periodic reporting on compliance with OHS obligations including any policies, practices and procedures otherwise provided for herein, and a site-specific contingency and emergency response plan; and
- (c) Health and safety training records of personnel and alternates responsible for OHS issues on site.

The Contractor covenants and agrees to deliver the necessary material safety data sheets for the review and approval of the NCC prior to entering the site to perform work related to the relevant material.

Approval by the NCC does not amend the provisions of the Contract with respect to the allocation of liability for discharging or failing to discharge OHS obligations. Such liability remains with the Contractor notwithstanding the granting of such approval.

4.2 The Contractor acknowledges and agrees that prior to commencement of work it must attend a pre-construction briefing at which any special or additional practices and procedures to be followed in completing the work are to be established. Without limiting the provisions of section 1.4(e) above, the representatives of the Contractor attending the briefing will be required to deliver a signed acknowledgement that the practices and procedures set out in the pre-construction briefing have been understood and will be complied with.

4.3 At any time and from time to time during the performance of the work, the NCC shall have the right to audit the manner in which the Contractor is discharging its OHS obligations and to determine whether the project specification and/or OHS policies, practices and procedures are being complied with. In the event that the audit discloses any failure by the Contractor to discharge such OHS obligations, the NCC shall be entitled to forthwith rectify at the Contractor's expense any such deficiency and the NCC shall have the further right to immediately terminate the contract without notice and without incurring any liability to the Contractor.

- 4.4 The Contractor covenants and agrees to conform with all requirements of the Workplace Hazardous Materials Information System.
- 4.5 The Contractor acknowledges and agrees that where required by any law or regulation applicable to the performance of the work it must establish and maintain a project health and safety committee. The contractor further acknowledges and agrees that it must enable staff to attend all relevant safety meetings, and that the cost of same, including costs attributable to standing down equipment is included in its bid price and is not independently recoverable.
- 4.6 Where required by the relevant provincial regulatory regime, the Contractor acknowledges and agrees that it is responsible for delivery of notice of the project to the relevant regulatory authority, and for the performance of any other administrative activity required to meet the obligations imposed in the pertinent provincial regulatory regime.
- 4.7 **(Optional depending on hazard or scope of project)**. The contractor covenants and agrees that it shall employ and assign to the work, a competent OHS professional as Health and Safety Coordinator that must:
- (a) have a minimum two (2) years' site-related working experience specific to activities associated with.(identify specific subject matter)
 - (b) have basic working knowledge of specified occupational safety and health regulations,
 - (c) be responsible for completing health and safety training session and ensuring that personnel not successfully completing the required training are not permitted to enter the site to perform the Work,
 - (d) be responsible for implementing, enforcing daily and monitoring the site-specific Health and Safety Plan, and
 - (e) be on site during execution of the Work.

The parties acknowledge that in lieu of employing an OHS professional, the Contractor may provide same by sub-contracting for such services.

- 4.8 Upon completion of the work the Contractor covenants and agrees to participate with the NCC in a post performance interview to evaluate the performance of the Contractor in respect of the OHS obligations under the contract. Without limiting the generality of the foregoing, the interview will identify areas of compliance and non-compliance in terms of:
- (a) actual performance of the work;
 - (b) reporting or procedural requirements;
 - (c) resolution of deficiencies.

The contractor acknowledges and agrees that the results of the post-completion interview may be relied upon by the NCC in evaluating bids subsequently submitted by the Contractor on other NCC projects.

Security Requirements

The NCC complies with Treasury Board's *Policy on Government Security* and consequently, it will require that the Contractor's employees submit to a personal security screening process (Security Clearance Form TBS/SCT 330-60E). The NCC may also perform a credit check when the duties or tasks to be performed require it or in the event of a criminal record containing a charge/offence of a financial nature.

The NCC reserves the right to not award the Contract until such time as the Contractor's core employees have obtained the required level of security screening as identified by the NCC's Corporate Security. In this case the level of security required will be **Reliability/Site Access/Secret**.

The NCC also reserves the right to request that the Contractor submit to a *Designated Organisation Screening* and/or *Facility Security Clearance*— depending on the nature of the information it will be entrusted with. In the event that the Contractor does not meet the requirements to obtain the requested clearance, the Contractor shall take the corrective measures recommended by the Canadian Industrial Security Directorate (of PWGSC) or by the NCC's Corporate Security in order to meet these requirements. If no corrective measures are possible or if the Contractor fails to take the recommended measures, then the Contractor shall be in default of its obligations under this Contract and the NCC shall have the rights and remedies listed in section 2.14, including the right to terminate the Contract without further notice to the Contractor.

Additional information

As part of their personal screening, individuals may be required to provide evidence of their status as a Canadian citizen or permanent resident as well as any other information/documentation requested by the NCC's Corporate Security in order to complete the screening.

The NCC reserves the right to refuse access to personnel who fail to obtain the required level of security screening.

The NCC reserves the right to impose additional security measures with respect to this Contract as the need arises.

Company Security Representative

The Contractor shall appoint one Company Security Representative (CSR) as well as one alternate (for companies who have more than five employees).

Selection criteria for the CSR and the alternate are the following:

- They must be employees of the Contractor;
- They must have a security clearance (the NCC will process the clearances once the individuals have been identified).

Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

- Act as liaison between the NCC's Corporate Security and the Contractor to ensure coordination;
- In collaboration with the NCC's Corporate Security, identify the Contractor's employees who will require access to NCC information/assets/sites **as well as any recurring subcontractors** (and their employees) who will require similar access and may not be supervised by the Contractor at all times during such access. Ensure that accurate and complete Personnel Security Screening documentation is

SECURITY REQUIREMENTS

submitted to the NCC's Corporate Security for the employees/subcontractors who have been identified;

- Ensure that employees/subcontractors, upon notification of having been granted a reliability status, sign the *Security Screening Certificate and Briefing Form* and return to the NCC's Corporate Security;
- Ensure that only persons who have been security screened to the appropriate level and who are on a "need-to-know basis" will have access to information and assets;
- Maintain a current list of security screened employees/subcontractors;
- Ensure proper safeguard of all information and assets, including any information/assets entrusted to subcontractors;
- If a Security incident or suspected breach of security occurs, prepare and submit to the NCC an occurrence report as soon as possible.

Kingswood Estate Boathouse Rehabilitation

Gatineau Park – Chelsea, Qc.

Design & Construction Division

Specifications issued for tender

07-07-2017

SPECIFICATION:

<u>DIVISION</u>	<u>SECTION</u>	<u>No. of Pages</u>
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	00 22 20 – Pay item description (LA)	1
Division 01 - GENERAL REQUIREMENTS		
	01 00 01 – General Requirements	12
	01 21 00 – Allowances	1
	01 35 30 – Health and Safety	4
	01 35 42 – Environment Protection	5
Division 02 - EXISTING CONDITIONS		
	02 41 99 – Demolition for Minor Works	2
	02 62 00 – Hazardous Materials	1
	02 86 00 – Lead Precautionary Measures	6
Division 06 - WOOD AND PLASTICS		
	06 10 10 – Rough Carpentry	2
	06 20 00 – Finish Carpentry	3
Division 07 - THERMAL AND MOISTURE PROTECTION		
	07 46 23 – Wood Siding	2
	07 92 00 – Joint Sealants	3
Division 09 - FINISHES		
	09 91 99 – Painting	6
Division 32 – EXTERIOR IMPROVEMENTS		
	31 05 17 – Granular Materials	2
	32 16 17.01 – Granite	2
	32 91 21 – Topsoil & Finished Grading	2
	32 93 20.01 – Seeding	3
DIVISION 35 – WATERWAY AND MARINE CONSTRUCTION		
	35 42 19 – Protection of Water Course	2

DRAWINGS:

ARCHITECTURE

A0	COVER PAGE
A1	BOATHOUSE SITE PLAN
A2	BOATHOUSE FLOOR PLAN
A3	BOATHOUSE PLANS AND ELEVATIONS

LANDSCAPE ARCHITECTURE

LA01	LANDSCAPE LAYOUT
LA02	LANDSCAPE DETAIL

END OF TABLE OF CONTENT

PAY ITEM DESCRIPTION

Basis of Payments

- .1 Payment at the price per item listed in the Schedule of Price shall be full compensation for all labour, services and equipment as well as the supply, delivery and installation of all materials required for the proper execution of this contract.

LANDSCAPING

ITEM NO. 1 - EARTH EXCAVATION AND GRADING

- .1 This item consists of the stripping, common excavation and rough grading allowing for finished ground elevations and specified surface treatments.
- .2 This item includes the hauling, handling, stockpiling and placing, shaping, compacting and trimming of earth and excess material and the management of excess material.
- .3 This item includes the proof rolling of the exposed surface, and the sub-excavation as required of any soft areas encountered during proof rolling.
- .4 This item includes the stripping and reuse of approved earth fill material including compaction.
- .5 This item also includes the removal of all excavated non reusable or surplus material from the site.
- .6 This item will not be measured but will be paid on a lump sum basis.

ITEM NO. 2 - SUPPLY AND INSTALLATION OF GRANITE STEP AND LANDING – BOAT HOUSE

- .1 This item consists of the supply and installation of the granite steps and landing as per contract drawing.
- .2 This item includes the granular base, sand bedding, stainless threaded rebar and all other required materials to complete this item as per contract drawing.
- .3 This item will not be measured but will be paid on a lump sum basis.

ITEM NO. 3 - SUPPLY AND INSTALLATION OF GRANITE WALKWAY – BOAT HOUSE

- .1 This item consists of the supply and installation of the granite stones to achieve this walkway as per contract drawing.
- .2 This item includes the granular base, sand bedding, stainless threaded rebar and all other required materials to complete this item as per contract drawing.
- .3 This item will not be measured but will be paid on a lump sum basis.

END OF SECTION

Part 1 General

1.1 DESCRIPTION OF THE WORK

- .1 Work includes all labour, services, materials, products, construction machinery and equipment necessary for the work in accordance with or reasonably inferable from the Contract Documents.
- .2 Works generally consists of stabilization and rehabilitation of the Boathouse.

1.2 TIME OF START AND COMPLETION

- .1 On site work shall begin August 2017.
 - 1.1 The Boathouse renovation work which requires access into the Kingsmere lake must be completed by September 30th, 2017.

1.3 BIDDERS BRIEFING AND SITE EXAMINATION

- .1 Parties submitting tenders for the work shall attend a Bidders Briefing and Site Examination organized by the NCC and during the visit obtain the information they believe to be pertinent regarding existing conditions affecting the proper execution and completion of the work.
- .2 Claims for additional compensation will not be entertained for any items of labour or material required to complete the work that could have been reasonably ascertained by the Site Examination.

1.4 PRE-CONTRACT AWARD CONDITIONS

- .1 Prior to the award of Contract, the Contractor must submit within 10 days of receiving the letter of notification: a site specific health and safety plan, corporate health and safety policy, and all other documents required by the letter of notification (Performance and Labour & Material bonds, insurance certificate, WSIB certificate), and information required for security access application.
- .2 If the requested documentation is not received within 10 business days of receiving the letter of notification, the NCC reserves the right to proceed on to the next lowest compliant bidder.

1.5 ADDENDA

- .1 Answers to questions directed to the NCC Representative and all amendments to the drawings or specifications during the tender period shall be issued in the form of Addenda to all those who have received the Contract Documents from NCC Procurement Services.
- .2 Addenda form part of the Contract Documents.

1.6 CONTRACT METHOD

- .1 Construct the Work under a stipulated sum construction contract. Some items related to the Landscape architecture shall be identified as unit price items.

Part 2 Contract Administration

2.1 CONTRACT DOCUMENTS

- .1 All contract documents are complementary. Items indicated in one and not in the other are deemed to be included in the contract work.
- .2 Drawings are intended to convey the scope of work and to indicate general arrangements. Obtain NCC Representative's approval of exact locations before installation.
- .3 Obtain direction from NCC Representative before proceeding if a possible obstacle or interference with an indicated installation is identified.
- .4 When the Contractor encounters an obstacle or interference that could have been reasonably foreseen and the Contractor failed to obtain direction from the NCC Representative in the matter, the NCC Representative may require that the work of the Contractor be modified in whole or part in response to the obstacle or interference. The Contractor shall assume the costs of additional work arising from such work.

2.2 CODES, STANDARDS AND CONTRACT DOCUMENT CONFLICTS

- .1 Unless otherwise specified or indicated, perform work in accordance with the National Building Code of Canada, current addition, and all applicable provincial or local building codes.
- .2 In the instance of a conflict among building codes, referenced standards and contract documents, the more stringent requirement shall apply.

2.3 TAXES

- .1 Pay all applicable federal, provincial and municipal taxes.

2.4 FEES, PERMITS, CERTIFICATES AND BY-LAWS

- .1 Provide all authorities having jurisdiction with information appropriate to the exercise of their authority to review, approve and inspect. Assume cost of such submissions.
- .2 Pay all applicable fees and obtain all applicable permits and certificates.
- .3 The Contractor shall obtain and pay for the municipal building permit.
- .4 Upon request by the NCC Representative, provide inspection certificates to evidence that work conforms to requirements of the authorities having jurisdiction.

2.5 SUBMITTALS

- .1 Administrative
 - .1 Submit to NCC Representative submittals listed for review. Submit with reasonable promptness and in an orderly sequence so as not to cause delay in the Work.
 - .2 Work affected by submittal shall not proceed until review is complete.
 - .3 Review submittals and stamp all submittals with Contractor's shop drawing stamp prior to submission to NCC Representative. This review represents that

necessary requirements have been determined and verified, or will be, and that each submittal has been checked and coordinated with requirements of the Work and Contract Documents.

- .4 Verify field measurements and affected adjacent Work are coordinated.
- .2 Shop drawings and product data
 - .1 "Shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data that are to be provided by Contractor to illustrate details of a portion of the Work.
 - .2 Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connection, explanatory notes and other information necessary for completion of Work.
 - .3 Adjustments made on shop drawings by NCC Representative are not intended to change Contract Price.
 - .4 Make changes in shop drawings as NCC Representative may require.
 - .5 Submit four (4) copies, unless indicated otherwise, of shop drawings for each requirement requested in specification Sections and as NCC Representative may reasonably request
 - .6 Submit four (4) copies, unless indicated otherwise, of product data sheets or brochures for requirements requested in Specification Sections and as NCC Representative may reasonably request where shop drawings will not be prepared due to standardized manufacture of product.
- .3 Samples
 - .1 Submit for review, samples as requested in respective Specification Sections and as indicated on the drawings.
 - .2 Deliver samples prepaid to NCC Representative's business address.

2.6 SCHEDULE

- .1 Submit a schedule of work for approval, in a form acceptable to NCC Representative and within five (5) days of award of contract. Show in schedule dates for:
 - .1 shop drawing, material lists and samples submissions;
 - .2 equipment and material delivery;
 - .3 work commencement and completion for each trade as corresponds to each trade section of the Specification;
 - .4 Substantial and final completion date within time period required by Contract Documents.
 - .5 submit updated schedules at each progress meeting and as reasonably requested by the NCC Representative.

2.7 COST BREAKDOWN

- .1 Submit to NCC Representative breakdown of Contract price in detail as directed by NCC Representative. Obtain NCC Representative's approval of same prior to first progress claim submission.
- .2 Approved cost breakdown will be used as basis for progress claim payments.

2.8 PROJECT MEETINGS

- .1 Administrative
 - .1 NCC Representative will schedule and administer regular progress meetings throughout the progress of work, at times, frequency and locations set by the NCC Representative.

- .2 The NCC Representative will distribute written notice of each meeting in advance of meeting date to Contractor, Consultant, and all other affected parties.
- .3 The Contractor shall attend.
- .4 The Contractor shall ensure affected Subcontractors attend.
- .5 The NCC shall provide physical space, for the meetings.
- .6 The NCC Representative will record minutes and include significant proceedings and decisions and identify 'action by' parties.
- .7 The NCC Representative will reproduce and distribute copies of minutes to meeting participants and affected parties not in attendance.

2.9 AS-BUILT DRAWINGS

- .1 NCC Representative will provide two sets of white prints for record drawing purposes.
- .2 Maintain project record drawings and record accurately all deviations from Contract documents as project progresses. Maintain on-going as-built records on site, ready for inspection during the course of the construction.
- .3 Update these drawings daily.
- .4 Record changes in red. Mark on one set of prints and at completion of project and prior to final inspection, neatly transfer notations to second set and submit both sets to NCC Representative.
- .5 Provide a cost for the As-Built Drawings in the Contractor cost breakdown.

2.10 DOCUMENTS REQUIRED ON-SITE

- .1 Maintain at job site, one copy each of following:
 - .1 Contract drawings,
 - .2 Specifications,
 - .3 Addenda,
 - .4 Change orders,
 - .5 Other modifications to Contract,
 - .6 Approved work schedule,
 - .7 Permits,
 - .8 Field test reports,
 - .9 Reviewed shop drawings.
 - .10 As-built drawings.

2.11 QUALITY OF EQUIPMENT, MATERIALS AND WORKMANSHIP

- .1 Use only new materials, unless indicated otherwise.
- .2 Exceed or meet the minimum requirements of standards referenced in the specifications, such as the Canadian Standards Association (CSA), and the National Building Code of Canada (current edition), and of all applicable federal, provincial, and municipal codes. In the case of conflict or discrepancy between these requirements, the most stringent applies.
- .3 Workmanship
 - .1 Workmanship shall be best quality, executed by workers experienced and skilled in respective duties for which they are employed.
 - .2 Employ persons fit for and skilled in their required duties.
 - .3 Assume the costs of redoing work that, in the NCC Representative's opinion, does not meet the specified quality of workmanship.
- .4 Alternatives

- .1 The NCC Representative will only consider Alternatives
 - .1 for materials, products or processes specified with the term “and/or approved equivalent” applied and;
 - .2 submitted in accordance with the “General Instructions for Tendering”-
- .2 The NCC Representative will approve alternatives that are in his opinion equal in material content, workmanship and quality to the materials, products or processes identified and at least conformant to the standards specified.
- .3 Assume the cost of additional work or modifications to the design due to the use of NCC Representative approved alternatives.

2.12 SECURITY CLEARANCE

- .1 In accordance with the Security Policy of the Government of Canada, all persons undertaking work or services at the property covered by this contract must have met the requirements of a Reliability Security Assessment. The Site Access Security Assessment requires disclosure of information concerning:
 - .1 financial information (credit check),
 - .2 education,
 - .3 employment history,
 - .4 personal history and relatives, and
 - .5 criminal record (if any) for which a pardon has not been granted. (Fingerprint impressions may be necessary).
- .2 The NCC reserves the right to refuse access to personnel not passing a Reliability Security Assessment.
- .3 Unless otherwise indicated, access to site (employees, deliveries, visitors, and pick-ups of material etc.) must be coordinated with, and approved by the designated NCC Representative.

2.13 SITE SECURITY

- .1 Where security has been reduced by work of the Contract, provide temporary means to maintain security.
- .2 Cooperate with NCC and Security staff in maintenance of security.

2.14 SECURITY AND CONFIDENTIALITY

- .1 Exercise utmost care to ensure the security of any material prepared or received in handling this project.
- .2 Without the prior written permission of the NCC Representative, do not distribute, publish, display or reproduce any documents, photographs, site plans, maps or information related to the project (or collected during the project), in any medium, including the internet.
- .3 Without the prior written permission of the NCC Representative, do not disclose any documents, photographs, site plans, maps or information related to the project unless such disclosure:
 - .1 Is reasonably required to obtain necessary permits and approvals to perform the work;
 - .2 Is reasonably required to facilitate the contracting and performance of sub-contractors, consultants and other parties involved in completing the contracted work;
 - .3 Is required by law.
- .4 When requested by the NCC, return to the NCC all copies of all site photographs and construction documents, site plans and maps related to the project.

- .5 All the above restrictions apply to all sub-contracts for work and services related to the project.

2.15 RELICS AND ANTIQUITIES

- .1 Protect relics and antiquities, items of historical or scientific interest and similar objects found during the course of work.
- .2 Immediately notify NCC Representative of any findings and await NCC Representative's written instructions before proceeding with work adjacent to findings.
- .3 If any vestiges of early human occupancy of the land are uncovered during construction, suspend construction activity and notify the NCC Representative.
- .4 Relics, antiquities and items of historical or scientific interest shall remain the property of the Crown.

2.16 ENVIRONMENTAL PROTECTION

- .1 Refer to section 01 35 43 Environment Protection.

2.17 WASTE DISPOSAL

- .1 Unless otherwise indicated or specified, materials indicated for removal become the Contractor's property and shall be taken from site.
 - .1 Dispose of waste materials in accordance with requirements of authorities having jurisdiction and as described in the Contract Documents.

2.18 OPERATION DATA AND MAINTENANCE MANUALS

- .1 Submit to NCC Representative, three (3) copies of approved Operations Data and Maintenance Manuals in both Official Languages, compiled as follows:
 - .1 Bind Data in vinyl hard cover, loose leaf binders for 215mm x 278mm size paper. Binders shall not exceed 75mm thick or be more than 2/3 full.
 - .2 Enclose title sheet labelled "Operation Data and Maintenance Manual", project name, date and list of contents. Project name shall appear of face.
 - .3 Organize contents into applicable sections of work to parallel project specification breakdown. Mark each section with labelled tabs and hard paper dividing sheets.
- .2 Include the following information:
 - .1 Maintenance instructions for finished surfaces and materials.
 - .2 Maintenance requirements for all products and systems.
- .3 Warranties showing:
 - .1 Name and address of project.
 - .2 Warranty commencement date
 - .3 Duration of warranty
 - .4 Clear indication of what is being warranted and what remedial action will be taken under the warranty.
 - .5 Signature and seal of Warrantor.
- .4 List of spare parts
- .5 One complete set of final shop drawings, indicating corrections and changes made during fabrication and installation.

- .6 Provide a cost for the operation and maintenance manuals in the contractor construction cost breakdown.

Part 3 On-site Activities

3.1 SIGNS

- .1 Site boards and other advertising are prohibited on this project.
- .2 All signage shall be bilingual in French and English.
- .3 Proposed wording and signage shall be submitted for review and approval by NCC Representative.
- .4 Provide warning signage to clearly identify area under construction and access restrictions (protective gear, sign-in, etc.).

3.2 CONTRACTOR'S USE OF SITE AND FACILITIES

- .1 NCC Representative will arrange with the Contractor a work schedule and procedures for entry to the property. Do not commence work until these requirements have been confirmed and approved by NCC Representative.
- .2 Temporary staging area shall be as identified in the documents. Do not unreasonably encumber exterior of site with materials or equipment.
- .3 The site access by the gravel path identified in the documents is limited and cannot support large vehicle loads like full size concrete trucks and large delivery trucks. Measures, approved by the NCC Representative, shall be taken by the contractor, to limit loads on the gravel path leading to the boathouse. The Contractor shall be responsible to reinstate any damage related to the construction activity.
- .4 Execute the work with least possible disturbance to the normal use of the site.
- .5 Protect grass, trees and other surfaces on the ground from damage in areas not directly affected by the work. Refer to the "DAMAGES" article below.
- .6 Move stored products or equipment as directed by NCC Representative to ensure public pedestrian access around property.
- .7 Provide for personnel and vehicle access. Maintain safe exiting routes from the site and building at all times.
- .8 Provide 48 hours notice to and obtain requisite permissions from the NCC Representative and utility companies of any intended interruption of services. Keep duration of these interruptions to a minimum.
- .9 Park in area designated for Contractor's use unless NCC Representative specifically authorizes other parking arrangements.
- .10 Smoking is prohibited within 50 feet of buildings. A designated smoking area will be identified by the NCC Representative. The Contractor shall ensure adequate sealed cigarette butt disposal.

3.3 OWNER OCCUPANCY

- .1 The pathways and open areas, adjacent to the site shall be closed to the public during the construction period.
- .2 Provide signage, barricades and other measures needed to ensure the safety of the public.

3.4 HOURS OF WORK / WORK WEEK

- .1 Hours of work / work week: As required by the Contractor to achieve total completion date defined in the contract documents and within prescribed limits set by authorities having jurisdiction. Coordinate work hours with NCC Representative.

3.5 PROJECT COORDINATION

- .1 Coordinate progress of the Work, progress schedules, submittals, use of the site, temporary utilities and construction facilities and controls.

3.6 SETTING-OUT OF WORK

- .1 Provide devices needed to lay out and carry out the work. Supply such devices as required to facilitate NCC Representative's inspection of work.

3.7 FIRE SAFETY

- .1 Provide fire extinguishers to protect the work in progress.
- .2 Advise NCC Representative of any work that would impede fire apparatus / personnel response.
- .3 Know the location of nearest fire alarm box and telephone, including the emergency phone number.
- .4 Observe at all times smoking regulations. There is no-smoking in or near the Work. The NCC Representative will designate a smoking area.

3.8 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

- .1 Installation/Removal
 - .1 Provide construction facilities and temporary controls in order to execute work efficiently.
 - .2 Remove from site all such work after use.
- .2 Hoarding
 - .1 Erect protective fences. Plastic snow fence type is acceptable, to protect building occupants, the public, workers and property from injury or damage.
 - .2 Plastic snow fence shall start at ground level to a 1220mm height. Fix snow fence to 2440mm long metallic T bars spaced every 2440mm. Secure T bars between 900 to 1200mm into ground. Secure the snow fence panels at the bottom, middle and top of the T bar. Allow a fence opening that will accommodate access to workers and material. Enlarge the fence area as required to facilitate the work.
 - .3 Remove fence at work completion.

- .3 Weather Enclosures
 - .1 Provide weathertight closures at openings in floors and roofs where required to protect building components as the work proceeds.
 - .2 Design enclosures to withstand wind pressure.
- .4 Dust Tight Screens
 - .1 Provide dust tight screens or partitions to localize dust generating activities, and for protection of workers, building occupants and public.
 - .2 Maintain and relocate protection until such Work is complete.
- .5 Dewatering
 - .1 Provide temporary drainage and pumping facilities to keep excavations, building and site free from water.
- .6 Site Storage/Loading
 - .1 Confine the Work and operations of employees to limits indicated by Contract Documents and as directed by the NCC Representative. Do not unreasonably encumber premises with Products.
 - .2 Do not load or permit to be loaded any part of the Work with a weight or force that will endanger the Work.
- .7 Sanitary Facilities
 - .1 Contractor may use nearby public outhouses.
- .8 Ventilation
 - .1 Provide ventilation to prevent accumulation of dust, fumes, mists, vapours, or gases in areas of Work.
 - .2 Provide ventilation through portable fan(s) exhausted to the out of doors to prevent migration of dust and debris within the building.
 - .3 Dispose of exhaust materials in manner that does not contaminate adjacent areas.
 - .4 Continue operation of ventilation and exhaust systems for sufficient time after cessation of operations to ensure removal of pollutants.
- .9 Temporary Telephone
 - .1 Provide and pay for temporary telephone necessary for own use.
- .10 Electricity and Water
 - .1 Site is not served by electricity. Provide generators as required to facilitate the work.
 - .2 Site is served with non-potable water supply. Provide potable water as required to facilitate the work.
- .11 Access Equipment
 - .1 Provide all scaffolding, ladders and lifting equipment required for the work.
- .12 Signage
 - .1 Meet with NCC Representative prior to commencement of work to prepare list of signs and other devices required for the project. Signs and notices for safety and instruction shall be in both official languages. Do not post any sign without prior permission of the NCC Representative.
- .13 Temporary Heating

- .1 Provide temporary heating required during construction period, including attendance, maintenance and fuel.

.14 Site Office

- .1 No room will be available to use as site office.

3.9 POWER/EXPLOSIVE ACTUATED FASTENING DEVICES

- .1 Do not employ power guns using explosives without prior written permission of NCC Representative.

3.10 PROTECTION OF WORK AND SITE

- .1 Protect finished work against damage until take-over.
- .2 Protect hard and soft landscaping adjacent to the work from damage unless indicated or described otherwise.

3.11 CUTTING AND PATCHING

- .1 Do cutting and patching as indicated and as specified.
- .2 In the absence of explicit indication or specification, and as directed by the NCC Representative, do cutting and patching as follows:
 - .1 Perform cutting, fitting, and patching to complete the Work.
 - .2 Remove and replace defective and non-conforming work that is to form the base or substrate for new work.
 - .3 Perform work to avoid damage to other work.
 - .4 Prepare surfaces to receive patching and finishing.
 - .5 Refinish surfaces to match adjacent finishes; for continuous surfaces refinish to nearest intersection; for an assembly, refinish entire unit, unless indicated otherwise.
 - .6 Make cuts with clean, true, smooth edges.

3.12 LOCATION OF EQUIPMENT AND FIXTURES

- .1 Location of equipment, fixtures, outlets and distribution systems indicated or specified are to be considered as approximate.
- .2 Locate equipment, fixtures, outlets and distribution systems to minimize interference between systems, to allow access for maintenance and to maximize the usable space.
- .3 Inform the NCC Representative of a conflicting installation. Install as directed
- .4 Inform NCC Representative of impending installation and obtain approval for actual location

3.13 EXISTING SERVICES

- .1 Where work involves disruption of existing services:
 - .1 Execute work at times directed by NCC Representative,
 - .2 Submit schedule to and obtain approval from NCC Representative for any shutdown or closure of active services,
 - .3 Notify NCC Representative at least 48 h before service disruption,
 - .4 Adhere to approved schedule.
- .2 Immediately advise NCC Representative when unknown services encountered.

3.14 DAMAGES

- .1 Restore or replace to their original condition existing public and/or privately owned property, structures, finishes, services, and/or utilities damaged during the execution of the work of this contract, or make adequate compensation to affected parties.
- .2 The terms “restore” and “replace” include labour, equipment and material costs.

3.15 CLEAN-UP

- .1 Provide on-site waste containers for collection of waste materials and debris and locate as directed by NCC Representative. Store volatile waste in covered metal containers, and remove from premises at end of each working day.
- .2 At the end of each work period, and more often if directed by the NCC Representative, remove debris from site, neatly stack material for use, and clean up generally. Conduct disposal operations to comply with municipal and site ordinances, anti-pollution laws and as required by the Contract Documents.
- .3 Upon completion, remove temporary protections installed under this contract and remove surplus materials. Make good defects noted at this stage.
- .4 Cleaning during construction
 - .1 Clean-up work area as the work progresses in order to prevent migration of dust and debris.
 - .2 Clean as directed by the NCC Representative.
- .5 Final clean-up
 - .1 For site, broom clean hard landscaped surfaces. Rake clean other landscaped areas. Hose down with water and wash hard landscaped surfaces as directed by NCC Representative.
 - .2 Broom clean all interiors before inspection process.
 - .3 Clean as directed by the NCC Representative.

END OF SECTION

Part 1 General

1.1 CASH ALLOWANCES

- .1 The Contract Price includes cash allowance amounts stated in the Contract Documents.
- .2 Provide invoices, time sheets and other such documentation as may be necessary to substantiate expenditure of cash allowances.
- .3 Include overhead and profit for cash allowance amounts in the Contract Price. No overhead and profit will be paid on the cash allowance amounts.
- .4 When costs under a cash allowance exceed the amount of the allowance, the Contractor will be compensated for any excess incurred and substantiated plus an allowance for overhead and profit as set out in the Contract Documents.
- .5 Cash allowance amounts is for new work which is not already shown in the contract drawings or specifications.
- .6 Include the following cash allowance amounts in the Contract Price:
 - .1 Technopieux Outaouais - \$25,000

Part 2 Products (not applicable)

Part 3 Execution (not applicable)

END OF SECTION

1 General

1.1 REFERENCES

1. Government of Canada
 - 1 NBC Part 8
 - 2 Canada Labour Code, Canada Occupational Safety and Health Regulations
2. Province of Ontario
 - 1 Occupational Health and Safety Act and Regulations for Construction Projects, R.S.O. 1990
3. Province of Quebec
 - 1 An Act Respecting Occupational Health and Safety, R.S.Q. 1997
 - 2 Safety Code for the Construction Industry 1997
4. Canadian Standards Association (CSA)
 - 1 CSA S350-M1980, Code of Practice for Safety in Demolition of Structures
5. Section 01 00 01 General Requirements

1.2 SUBMITTALS

- 1 Health and Safety Plan
 - 1 Submit site-specific plan after confirmation bid has been retained and prior to and as a condition of contract award.
 - 2 Engineer will review Plan and provide comments to Contractor within seven (7) days after receipt of plan.
 - 3 Revise Plan as appropriate and resubmit to NCC Representative within seven (7) days after receipt of comments from NCC Departmental Representative
 - 4 Submit two (2) copies of Contractor health and safety inspection reports at least once every two (2) weeks.
 - 5 NCC Departmental Representative's review of Plan or inspection reports does not provide an approval and does not diminish Contractor responsibility for health and safety.
- 2 Submit immediately upon receipt or completion:
 - 1 construction safety checklists,
 - 2 reports or directions issued by health and safety inspectors,
 - 3 incident and accident reports,
 - 4 Material Safety Data Sheets (MSDS),
 - 5 health and safety training records including names of personnel and alternates responsible for site safety and health, hazards present on site, and use of personal protective equipment.

- 3 On-site Contingency and Emergency Response Plan: Address standard operating procedures to be implemented during emergency situations.

1.3 PROJECT/SITE CONDITIONS

- 1 Some areas of existing paint have been identified as containing lead and asbestos containing materials have been identified.

1.4 GENERAL REQUIREMENTS

- 1 In general: see General Conditions Occupational Health and Safety Requirements.
- 2 Health and Safety Plan
 - 1 Perform site-specific hazard assessment.
 - 2 Attend health and safety pre-construction meeting.
 - 3 Develop written site-specific Plan based on hazard assessment prior to commencing any site Work.
 - 4 Include in Plan safety and health risk or hazard analysis for site tasks and operations.
 - 5 Plan must address project specifications.
 - 6 File required health and safety notices with Provincial authorities prior to commencement of Work.
 - 7 Continue to implement, maintain, and enforce Plan until final demobilization from site.
- 3 Responsibility
 - 1 Be responsible for safety of persons and property on site and for protection of persons off 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, and local statutes, regulations, and ordinances, and with site-specific Health and Safety Plan.
- 4 Compliance requirements
 - 1 Applicable legislation, regulations
 - 1 NBC Part 8, WHMIS, FC 301, FC 302
 - 2 Canada Labour Code, Canada Occupational Safety and Health Regulations
 - 3 For work in Ontario: Ontario Health and Safety Act
 - 4 For work in Québec: Occupational Health and Safety Act, Industrial and Commercial Establishments Regulation, R.R.Q.
 - 5 Specified standards and regulations to ensure safe operations at site containing hazardous or toxic materials.
 - 2 Document postings and availability
 - 1 Comply with provincial general posting requirements and other

safety- related postings as the NCC Representative may direct.

2 Maintain one copy of each applicable health and safety standard at job site.

5 Designated substances, volatile compounds, unforeseen hazards

- 1 Notify NCC Departmental Representative 48 hours in advance of work in occupied areas involving designated substances (under applicable provincial legislation), hazardous substances (Canada Labour Code Part II Section 10), and before painting, installing carpet, or using volatile compounds.
- 2 Asbestos: Stop work and notify NCC Departmental Representative immediately if a material resembling asbestos is encountered. Do not proceed at such locations without written instructions from NCC Departmental Representative.
- 3 Silica: Use appropriate respiratory protection and ventilation during the demolition and/or modification of structures with products that contain silica. Silica is a crystalline component of concrete and cement. Silica dust is created by blasting, grinding, crushing and sandblasting silica-containing materials.
- 4 Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of Work, work immediately and advise NCC Departmental Representative verbally and in writing.

6 Smoking is prohibited within 10 meters of all structures.

1.5 HEALTH AND SAFETY COORDINATOR

- 1 Employ and assign to Work, competent and authorized representative as Health and Safety Coordinator must:
 - 1 have minimum two (2) years' site-related working experience specific to activities associated with building renovation.
 - 2 have basic working knowledge of specified occupational safety and health regulations,
 - 3 be responsible for completing health and safety training session and ensuring that personnel not successfully completing the required training are not permitted to enter site to perform Work,
 - 4 be responsible for implementing, enforcing daily and monitoring site-specific Health and Safety Plan, and
 - 5 be on site during execution of Work and report directly to and be under direction of site supervisor.

1.6 CONSTRUCTION SAFETY CHECKLISTS

- 1 Obtain Construction Safety checklist from NCC Departmental Representative.

- 2 Review and implement applicable health and safety checklists provided by NCC Departmental Representative in collaboration with NCC Departmental Representative.

1.7 CORRECTION OF NON-COMPLIANCE

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

1.8 BLASTING AND POWER ACTIVATED FASTENERS

- 1 Blasting
 - 1 Blasting or other use of explosives is permitted only after receipt of written instruction by NCC Departmental Representative.
 - 2 Blasting operations: to CSA S350.
- 2 Power-activated fasteners
 - 1 Use power actuated devices only after receipt of written permission from NCC Departmental Representative.

1.9 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.
- 2 Assign responsibility and obligation to Health and Safety Coordinator to stop or start Work when, at Health and Safety Coordinator's discretion, it is necessary or advisable for reasons of health or safety. NCC Departmental Representative may also stop Work for health and safety considerations reasons of health or safety. NCC Departmental Representative may also stop Work for health and safety considerations.

2 Products (not applicable)

3 Execution (not applicable)

END OF SECTION

1.1 REFERENCES

- .1 Definitions:
 - .1 Environmental Pollution and Damage: presence of chemical, physical, biological elements or agents which adversely affect human health and welfare; unfavourably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade environment aesthetically, culturally and/or historically.
 - .2 Environmental Protection: prevention/control of pollution and habitat or environment disruption during construction. Control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

1.2 FIRES

- .1 Fires and burning of rubbish on site not permitted.

1.3 DISPOSAL OF WASTES

- .1 Burying of rubbish and waste materials on site not permitted.
- .2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.

1.4 DRAINAGE

- .1 Ensure pumped water into waterways, sewer or drainage systems is free of suspended materials.
- .2 Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authority requirements.

1.5 SITE CLEARING AND PLANT PROTECTION

- .1 Protect trees and plants on site and adjacent properties as indicated.
- .2 Protect roots of designated trees to dripline during excavation and site grading to prevent disturbance or damage. Avoid unnecessary traffic, dumping and storage of materials over root zones.
- .3 Minimize stripping of topsoil and vegetation.
- .4 Equipment used at site for project construction should be limited to those with rubber tires (not tracks).
- .5 Restrict tree removal to those indicated by the by NCC Representative.

1.6 POLLUTION CONTROL

- .1 Maintain temporary erosion and pollution control features installed under this Contract.

- .2 Control emissions from equipment and plant to local authorities' emission requirements.
- .3 Prevent sandblasting and other extraneous materials from contaminating air and waterways beyond application area. Provide temporary enclosures.
- .4 Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Provide dust control for temporary roads.
- .5 Keep on site a container adequate for all types of gasoline spills to ensure removal and disposal of contaminated material to licensed facility.
- .6 Refuelling must only be done at area designated by NCC Representative.
- .7 Emergency Response Plan: If contamination of soil or water occurs due to a spill or leak from construction equipment, Contractor shall prepare an emergency response plan that complies with provincial and federal regulations. Contractor is to notify Department of Environmental Service in the event of a spill or leak.

1.7 WORK ADJACENT TO WATERWAYS

- .1 The Contractor shall ensure that no contamination, waste or other substances which may be detrimental to marine life or quality of water shall enter the watercourse as either direct or indirect result of construction and the Contractor shall meet all requirements of Government authorities or agencies with respect to environmental protection.
- .2 The Contractor shall be prepared to immediately clean up any spills of contamination, waste or other substances which may be either detrimental to marine life or quality of water. In the event of a spill, the Contractor shall immediately commence a clean-up operation. The Contractor shall be liable for all damages and/or charges laid which result, either directly or indirectly, from the spill, or contamination of any kind which results from their construction operations.
- .3 Contractor will be responsible for immediately cleaning and disposing of all floating debris that accumulates in or near waterways, drainage channels or wetland areas.

1.8 EROSION AND SEDIMENT CONTROL PLAN

- .1 The Contractor must ensure that all workers, including sub-contractors, know the importance of erosion and sediment control measures, as well as the consequences of omission to conform to requirements for all regulators.
- .2 The Contractor shall exercise reasonable care to ensure that sediment run-off does not enter the watercourse. Berms, silt fences and other best management practices, as determined by the Contractors site work methods, shall be constructed at appropriate locations to ensure that turbidity shall be kept to a minimum as determined by the Government authorities and agencies.
- .3 The minimum erosion and sediment controls shall be:
 - .1 Limit the extent of exposed soils at any given time.

- .2 Replant exposed areas as soon as possible.
- .3 A silt fence shall be installed around the perimeter of all stockpiles of any soil to be used or removed from the site. Stockpiles shall be located outside of the floodplain and in locations approved by NCC Representative.
- .4 Diverting storm water from the construction area may be required. If so, storm water diversions should be placed at regular intervals and toward grassy areas that slope downstream and are not subject to construction activities. Sediment control structures may be necessary at mouth of each diversion, but it is anticipated that grass will filter sediments and deposits, minimizing sediment runoff.
- .5 Erosion and sediment control measure will be inspected, maintained and repaired each week and after rainfall.

1.9 CONSTRUCTION METHODS

- .1 The Contractor shall use construction methods approved by the Ministry of Sustainable Development, Environment and Parks (MDDEP), Quebec and the National Capital Commission.
- .2 The Contractor's equipment must be in good working order to reduce emission of pollutants, dust and odours.

1.10 MITIGATING MEASURES

- .1 Refer to Schedule A below for Environmental measures related to this project.

SCHEDULE – A

Mitigating Measures

GENERAL MEASURES

- 1) Movement of equipment is restricted to the access road and work area. Identify these areas using fencing or forest ribbon prior to the start of construction.
- 2) All machinery used shall be in good working order, free from leaks, invasive species and noxious weeds upon arrival at the site and shall be maintained thereafter. Biodegradable lubricants will be used for mechanical tools (chain saws, brush cutters, etc.) if possible.
- 3) An emergency plan must be in place for an accidental spill of contaminants. Install a sign on site in a visible location indicating the emergency procedures as well as the names and telephone numbers of the emergency contacts.
- 4) A petroleum product recovery kit will be available and readily available on site at all times, including vehicle refueling, to mitigate possible contamination of soil and water.
- 5) Any accidental spill of contaminants shall be subject to immediate action to confine, recover and dispose of the products in accordance with applicable laws and regulations.

Any spills into the environment (biological, chemical or petroleum) should be reported to the NCC's 24-hour Emergency Communications Service at 613-239-553.

- 6) Any storage, handling or handling of materials, hydrocarbons or other hazardous materials shall be prohibited outside the storage area.
- 7) All construction materials, wastes or debris should be picked up and transported off site on a daily basis. If this is not possible, the waste or debris will be secured in a closed and barred container in order to avoid access to waste and debris by the fauna. At the end of the work, the site will be cleaned by collecting unused materials, waste, scrap, wood, stump or root debris. The waste will be sorted and disposed according to the regulations in force.

WATER AND SOILS

- 8) Prior to construction, a turbidity curtain will be installed in Kingsmere Lake to completely contain the lakeside work area. This curtain will be installed so that debris can be recovered from the renovation of the existing shelter.
- 9) If necessary, additional measures to prevent sediment from entering the water environment will be added when requested by the site supervisor.
- 10) The device (s) for confining sediment shall be inspected periodically to verify its effectiveness and adjustments and modifications shall be made as necessary.
- 11) Removal of the turbidity curtain will be carried out at the end of the work, following the manufacturer's instructions.
- 12) All sediment control measures will remain in place until the vegetation is fully recovered.
- 13) Work will be carried out from the existing shelter or from the shore. No machinery will be present below the NHWL (natural high water line).
- 14) After the work, the floors will be stabilized as soon as possible if necessary.
- 15) If necessary, vegetation of exposed soil will be rapidly carried out by hydraulic seeding or planting to counteract erosion and implantation of invasive alien plant species. The vegetation will be made using species native to Gatineau Park and appropriate to the nature of the soils and the surrounding ecosystem.
- 16) Removal of natural debris from wood, rock, sand or other materials from the shore of Kingsmere Lake shall be minimized.
- 17) Machinery must be refueled at least 60 m from Kingsmere Lake or any other runoff bed.
- 18) Activities should be carried out outside periods of heavy rainfall.
- 19) Measures will be put in place to prevent debris or contaminants from falling into Kingsmere Lake during demolition and painting work (opaque sheeting).

FAUNA, FLORA AND HABITAT

- 20) In order to minimize potential impacts on migratory birds (including species with special status), a site inspection by park biologists will be conducted prior to the start of the work to identify the presence of nests. If a nest is present, an appropriate protection zone (depending on the species) will be established.
- 21) In order to avoid nesting birds on the structure of the existing canopy, protective nets will be attached to the verandah columns in the spring before the nesting period begins.

- 22) If a serpentine turtle is observed near the work area or in the storage area, contact a NCC representative who will identify the action to be taken.
- (23) Construction work directly related to the water body is expected to occur between June 1 and September 30 due to the presence of brook trout in Kingsmere Lake.
- 24) All planks of treated wood as well as the rocks present in the caissons will be removed from the site and arranged according to the regulations in force. No debris will be placed in the water or on the shore of the lake. The rocks could be reused on-site but outside the 15-m shoreline.
- 25) A plan for the removal of fish from the work area (inside the turbidity curtain) will be prepared and the fish will be removed before work begins.

END OF SECTION

Part 1 General

1.01 RELATED REQUIREMENTS

- .1 Section 01 00 01 – General Requirements
- .2 Section 01 35 43 – Environmental protection
- .3 Section 02 62 00 – Hazardous Materials
- .4 Section 02 86 00 – Lead Precautionary Measures

1.02 REFERENCES

- .1 Canadian Standards Association (CSA International)
 - .1 CSA S350-M1980(R1998), Code of Practice for Safety in Demolition of Structures.

1.03 SUBMITTALS

- .1 Before proceeding with demolition of Boathouse elements (North and East wood cladding, veranda decking and railing) review with the NCC Representative the proposed method.

1.04 WASTE MANAGEMENT AND DISPOSAL

- .1 Separate waste materials in accordance with Section 01 00 01.

1.05 SITE CONDITIONS

- .1 Review "Lead Paint Sampling 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 NCC Representative immediately.
 - .1 Do not proceed until written instructions have been received from NCC Representative.

Part 2 Products – Not Used

Part 3 Execution

3.01 PREPARATION

- .1 Inspect buildings and site with NCC Representative and verify extent and location of items designated for removal, disposal, alternative disposal, recycling, salvage and items to remain.
- .2 Locate and protect utilities. Preserve active utilities traversing site in operating condition.
- .3 Notify and obtain approval of utility companies before starting demolition.
- .4 Disconnect, cap, plug or divert, as required, existing public utilities within the

property where they interfere with the execution of the work, in conformity with the requirements of the authorities having jurisdiction. Mark the location of these and previously capped or plugged services on the site and indicate location (horizontal and vertical) on the record drawings. Support, shore up and maintain pipes and conduits encountered.

- .1 Immediately notify NCC Representative and utility company concerned in case of damage to any utility or service, designated to remain in place.
- .2 Immediately notify the NCC Representative should uncharted utility or service be encountered, and await instruction in writing regarding remedial action.

3.02 PROTECTION

- .1 Prevent movement, settlement, or damage to adjacent structures, utilities, and parts of building to remain in place. Provide bracing and shoring required.
 - .1 Protect building systems, services and equipment.
 - .2 Provide temporary dust screens, covers, railings, supports and other protection as required.

3.03 SALVAGE

- .1 Refer to Mechanical and Electrical drawings for M&E equipment to be salvage and relocate in the new Pumhouse.

3.04 SITE REMOVALS

- .1 Remove items as indicated.

3.05 DEMOLITION

For the Boathouse:

- .1 Remove parts of existing building indicated on the plans to permit new construction. Sort materials into appropriate piles for reuse, recycling and disposal.
- .2 Trim edges of partially demolished building elements to tolerances as defined by NCC Representative to suit future use.
- .3 For demolition of porch decking; columns and guardrail, wood cladding on the North and East side, shall be by use of Man power hand held power tools.

END OF SECTION

SCHEDULE A: HAZARDOUS MATERIALS

Project Pertinent Materials of Concernⁱ	Area of Concern	Recommended Action
Lead	Exterior wooden porch, is coated with paint containing concentrations of lead greater than 90 parts per million.	Any removal or disturbance of lead/lead-based painted items should follow precautionary measures outlined in <i>Ontario Ministry of Labour - Guideline: Lead on Construction Projects</i> ⁱⁱ . Lead is to be disposed of in accordance with Québec Environmental Quality Act, c. Q-2, r.15.2 Regulation respecting hazardous materials. Refer to Lead Paint Sampling report and recommendations dated Feb 2015 by DST consulting in annex.

References:

ii Guideline Lead on Construction Projects, Ontario Ministry of Labour, September 2004 (rev.)

Part 1 General

1.1 SECTION INCLUDES

- .1 Removals/disturbance/repairs of lead-based paint(s) on all painted architectural elements of Boathouse as required to accommodate the project scope.
- .2 Removals/disturbance/repairs of lead-based painted building materials/ architectural elements as required to accommodate the project scope.
- .3 Follow lead precautionary when performing all work on existing items mentioned above which would disturb these materials.

1.2 RELATED SECTIONS

- .1 Section 01 00 01 – General Requirements.
- .2 Section 01 07 05 – Health and Safety.
- .3 Section 02 41 99 – Demolition for Minor Works.
- .4 Section 06 20 00 – Finish Carpentry.
- .5 Section 07 46 23 – Wood Siding.
- .6 Section 09 91 99 – Painting.
- .7 Refer to Architectural Drawings.

1.3 REFERENCES

- .1 Department of Justice Canada.
 - .1 Canadian Environmental Protection Act (CEPA), 1999.
- .2 Health Canada/Workplace Hazardous Materials Information System (WHMIS).
 - .1 Material Safety Data Sheets (MSDS).
- .3 Transport Canada (TC).
 - .1 Transportation of Dangerous Goods Act, 1992 (TDGA).
- .4 Québec Minister of Sustainable Development, Environment and Parks.
 - .1 Environmental Quality Act, R.S.Q., c. Q-2
 - .1 c, Q-2, r. 15.2, Regulation respecting hazardous materials.
- .5 Ontario Ministry of Labour (MoL).
 - .1 Guideline: Lead on Construction Projects, September 2004.
- .6 Québec Government.
 - .1 An Act Respecting Occupational Health and Safety, R.S.Q., c. S-2-1, r.15.

1.4 DEFINITIONS

- .1 Lead-Based Paint: Paint that contains lead in concentrations greater than 90 parts per million (ppm).
- .2 Lead Work Area: area where work takes place which will, or may disturb lead/lead-based materials and/or coatings.

1.5 SUBMITTALS

- .1 One (1) week prior to the start of abatement work, submit proposed methodology for abatement procedures for review by NCC or its representative(s). The proposed methodology shall include:
 - .2 List of protective equipment to be used by workers.
 - .3 Plan identifying area(s) of work for abatement procedures.
- .2 Before beginning work:
 - .1 Obtain from appropriate agency and submit to NCC or its representative(s) all necessary permits for transportation and disposal of hazardous waste. Ensure that dump operator is fully aware of hazardous nature of material being dumped and proper methods of disposal.
 - .2 Submit proof satisfactory to NCC or its representative(s) that employees have had instruction on hazards of lead exposure, respirator use, dress, use of showers, entry and exit from work areas, and aspects of work procedures and protective measures.
 - .3 Submit proof in the form of a certificate that supervisory personnel have attended a lead-based paint abatement course, of not less than 1-day duration.
- .3 For each load of waste that leaves the site, submit landfill weigh scale receipts, shipping documents, and hazardous waste manifests.

1.6 QUALITY ASSURANCE

- .1 Regulatory Requirements: comply with Federal, Provincial/Territorial and local requirements pertaining to lead, provided that in case of conflict among those requirements or with these specifications more stringent requirement applies. Comply with regulations in effect at time work is performed.
- .2 Health and Safety:
 - .1 Do construction occupational health and safety in accordance with Section 01 07 05 - Health and Safety.
 - .2 Safety Requirements: worker and visitor protection.
 - .1 Eating, drinking, chewing, and smoking are not permitted in the Lead Work Area.

- .2 Ensure workers wash hands and face when leaving Lead Work Area. All workers shall wash before eating, drinking, smoking or leaving the work site. Facilities for washing are not available and means for worker hygiene are to be provided by the contractor.

1.7 WASTE MANAGEMENT AND DISPOSAL

- .1 Place materials defined as hazardous or toxic in designated containers.
- .2 Handle and dispose of hazardous materials in accordance with the CEPA, TDGA, Regional and Municipal regulations.
- .3 Disposal of lead waste, including wash and rinse water, generated by removal activities must comply with Federal, Provincial, Territorial and Municipal regulations. Label containers with appropriate warning labels.
- .4 Provide manifests describing and listing waste created. Transport containers by approved means to licensed facility for disposal.

1.8 EXISTING CONDITIONS

- .1 Reports and information pertaining to lead-containing materials to be handled, removed, or otherwise disturbed and disposed of during this Project are provided in specification Section 02 62 00 – Hazardous Materials.

Part 2 Products

2.1 MATERIALS

- .1 Lead Waste Container: An impermeable container acceptable to disposal site and Ministry of Environment. Labelled as required. Comprised of one of the following:
 - .1 A 0.15 mm sealed polyethylene bag, inside a second 0.15 mm sealed polyethylene bag.
- .4 FR polyethylene: minimum 0.15 mm thick, woven fibre reinforced fabric bonded both sides with polyethylene.
- .5 Tape: fibreglass - reinforced duct tape suitable for sealing polyethylene under both dry conditions and wet conditions.

2.2 EQUIPMENT

- .1 HEPA vacuum: High Efficiency Particulate Air filtered vacuum equipment with a filter system capable of collecting and retaining fibres greater than 0.3 microns in any direction at 99.97% efficiency.
- .2 Power tools with effective dust collection systems equipped with HEPA filters.
- .3 Sprayer: Garden reservoir type, low velocity, capable of producing a mist or fine spray.

Part 3 Execution

3.1 GENERAL

- .1 The generation of airborne lead dust in the removal of material containing lead by power tools shall be controlled by wetting or by using a local exhaust ventilation system, if the operation is being carried out outdoors.
- .2 Use polyethylene drop sheets outdoors beneath and within the vicinity of operations such that paint flakes and chips are contained and do not impact soils of the property. The work area shall be inspected by the NCC or its representative(s) for defects in containment methods. Defects shall be repaired prior to any work, other than repair work, being carried out in the work area at no additional cost to the NCC.

3.2 PREPARATION

- .1 Type 1 Work Areas:
 - .1 Install polyethylene drop sheets below lead operations which produce or may produce dust, chips, or debris containing lead.
 - .2 Barriers, Partial Enclosures and Full Enclosures: Barriers, partial enclosures, and full enclosures shall be constructed to separate the Lead Work Area from the rest of the project. Barriers shall only be used where full and partial enclosures are not practical.
 - .3 As a precaution, respirators must be worn in the work area.

3.3 LEAD REMOVAL

- .1 Before removing lead-based paint or disturbing other lead contaminated materials:
 - .1 Prepare the site with ground polyethylene drop sheets around the work area to contain debris and lead paint chips during demolition of the Pump house.
 - .2 Use a HEPA vacuum and drop sheet fixed under the work area during the removal of the Boathouse verandah floor boards.
 - .3 Use ground polyethylene drop sheets around the work area during removal of the Boathouse wood board cladding. Also in the work area for the painting work of the wood elements identified.
 - .4 Spray surfaces to be disturbed, that are finished with lead-based paint, with water using airless spray equipment capable of providing a "mist" application to prevent the release of dust.
 - .5 Lead dust and/or debris from construction activities must be controlled, and not be allowed to enter the surrounding environment and/or water ways.
- .2 Prohibited methods of lead-based paint or materials removal include:
 - .1 Dry scraping.
 - .2 Open flame burning, torching, fossil fuel-powered heat plates, welding,

- cutting torches, and heat guns operating at temperatures greater than 590°C.
- .3 Machine grinding or sanding without a HEPA-filtered exhaust tool.
- .4 Hydroblasting or high-pressure water wash.
- .5 Chemical paint removers containing methylene chloride.
- .3 Methods of lead-based paint or materials removal that may be used, pending approval from the NCC or its representative(s), include:
 - .1 Electric-powered flameless heat guns that operate at temperatures less than 230°C followed by manual scraping with round edge scrapers.
 - .2 Mechanical removal methods such as HEPA sanding and wet scraping.
 - .3 Chemical removal methods that use non-caustic strippers.
 - .4 Intact lead-based painted building materials removal generating little or no dust and debris.
- .4 Treat all materials removed as hazardous waste and dispose of as such. Seal filled containers. Clean external surfaces of containers thoroughly by wet sponging. Remove from immediate working area pending removal to outside the Lead Work Area.
- .5 At completion of lead-based products and coatings removal, perform the following clean-up:
 - .1 HEPA vacuum all surfaces within the Lead Work Area. Start vacuuming at the highest levels furthest from the Decontamination Facilities and work progressively downwards towards the Decontamination Facilities.

3.4 FINAL CLEANUP

- .1 A final check may be carried out to ensure that no lead dust or debris remains on surfaces as a result of dismantling operations.
- .2 As work progresses, and to prevent exceeding available storage capacity on site, remove sealed and labelled waste containers.
 - .1 Ensure that materials removed during the Work of this Section are treated, packaged, transported and disposed of as hazardous waste.
 - .2 Drop garbage bins at designated locations. Keep bins covered and enclosed while at the site. Bin loading area shall be kept clean at all times.
 - .3 Transport all waste to a landfill licensed by the Québec Government.
 - .4 Provide NCC or its representative(s) with copies of shipping documents, hazardous waste manifests, and disposal documentation for each load of waste. The Contractor is responsible to ensure that written documentation is submitted for each load of waste leaving the site and being disposed of.

3.5 INSPECTION

- .1 Perform inspections of Lead Work Area to confirm compliance with specification and requirements of authorities having jurisdiction. Deviation from these requirements that have not been approved in writing by the NCC or its representative(s) may result in Work stoppage, at no cost to the NCC.
- .2 NCC or its representative(s) will inspect Work for:

- .1 Adherence to specific procedures and materials.
 - .2 Final cleanliness and completion.
 - .3 No additional costs will be allowed by Contractor for additional labour or materials required to provide specified performance level.
- .3 When a leakage of liquid, dust or fume from the Lead Work Area has occurred or is likely to occur the NCC or its representative(s) may order Work shutdown.

END OF SECTION

PART 1 GENERAL

1.1 Related Documents

- .1 Section 06 20 00 – Finish Carpentry.

1.2 References

- .1 Canadian Standards Association (CSA)
 - .1 CSA O121-08, Douglas Fir Plywood.
 - .2 CAN/CSA-O141-05, Softwood Lumber.
 - .3 CAN/CSA-B111-1974(R2003), Wire, Nails Spikes and Staples.
 - .4 CAN/CSA-080 Series-97(R2002), Wood Preservation.
- .2 National Lumber Grades Authority (NLGA)
 - .1 Standard Grading Rules for Canadian Lumber 2007
- .3 Forest Stewardship Council (FSC)
 - .1 FSC-STD-01-001 2004, FSC Principles and Criteria for Forest Stewardship;
 - .2 FSC-STD-02-002 2004, FSC Structure and Content of Forest Stewardship V2-1;
 - .3 FSC Accredited Certified Bodies.

1.3 Quality Assurance

- .1 Lumber by grade stamp of an agency certified by Canadian Lumber Standards Accreditation Board.
- .2 Plywood, particleboard, OSB and wood based composite panels in accordance with CSA and ANSI standards.
- .3 Wood materials to be certified by the Forest Stewardship Council.

1.4 Anchors and Fasteners

- .1 Do not use metals in combination that will set up electrolytic action.
- .2 Space anchors within load bearing or shear capacity.

PART 2 PRODUCTS

2.1 Framing and Structural Materials

- .1 Framing lumber: Unless notated otherwise, to be Spruce, S4S, moisture content 19% or less, in accordance with following standards:
 - .1 CAN/CSA-O141 and CAN3-086-M84.
 - .2 NLGA Standard Grading Rules for Canadian Lumber.

.2 Strapping, nailing strip, false frames, battens, nail baking :

- .1 S4S finished elements are acceptable for hidden areas.
- .2 Boards: Classification light, grade standard or better.
- .3 Nominal lumber: Classification light, grade standard or better.

.3 Sheeting: Plywood from Canadian wood conforms to CSA 0151, construction classification and standard category.

2.2 Accessories

- .1 Nails, spikes and staples to CSA B111; galvanized for exterior work. Use screws of sufficient length to penetrate second member a minimum of 38 mm. Use lead or in-organic fibre plugs with specified screws in concrete or masonry units. Use expansion shields, friction fit pins or lag bolts in concrete.

2.3 Fastener Finishes

- .1 use non-corrosive or hot dipped galvanized steel fastenings, as approved by NCC Representative, or as otherwise specified.

PART 3 EXECUTION

3.1 Installation

- .1 Comply with requirements of NBC 2010 Part 9 supplemented by following paragraphs.
- .2 Install members true to line, levels and elevations, square and plumb.
- .3 Construct continuous members from pieces of longest practical length.
- .4 Install spanning members with "crown-edge" up.
- .5 Install wood cants, fascia backing, nailers, curbs and other wood supports as required and secure using stainless steel fasteners.
- .6 Use dust collectors and high quality respirator masks when cutting or sanding wood.

3.2 Erection

- .1 Frame, anchor, fasten, tie and brace members to provide necessary strength and rigidity.
- .2 Countersink bolts where necessary to provide clearance for other work.

END OF SECTION

Part 1 General

1.01 RELATED SECTIONS

- .1 Section 01 00 01 – General Requirements.
- .4 Section 09 91 99 – Painting.
- .5 Section 02 86 00 - Lead Precautionary Measures
- .6 Section 02 62 00.01 – Hazardous Materials

1.02 REFERENCES

- .1 Canadian Standards Association (CSA International)
 - .1 CSA B111-74(R2003), Wire Nails, Spikes and Staples.
 - .2 CAN/CSA-G164-M92(R2003), Hot Dip Galvanizing of Irregularly Shaped Articles.
 - .3 CAN/CSA O141-05, Softwood Lumber.
- .2 National Lumber Grades Authority (NLGA)
 - .1 Standard Grading Rules for Canadian Lumber 2007.

1.03 SUBMITTALS

- .1 Provide Submittals in accordance with Section 01 00 01 – General Requirements.
- .2 Shop Drawings.
 - .1 Indicate details of construction, profiles, jointing, fastening and other related details.
 - .2 Indicate materials, thicknesses, finishes and hardware.

Part 2 Products

2.01 MOULDINGS, TRIMS AND CUSTOM FABRICATIONS

- .1 Softwood lumber: unless specified otherwise, eastern white pine, select grade and knot free, moisture content 12% or less in accordance with following standards:
CAN/CSA-O141.
- .2 Board sizes: custom as indicated or the existing.

2.03 PORCH DECKING

- .1 Eastern white pine, clear select grade and knot free, tongue and groove, moisture content 12% or less.
- .2 Nominal thickness 29mm x 90mm exposed face (excludes tongue).

2.03 VERANDA POSTS

- .1 Western red pine, clear select grade and knot free, moisture content 12% or less.
- .2 Veranda posts 120mm x 120mm x required height.

2.04 ACCESSORIES

- .1 Nails and staples: to CSA B111; galvanized to CAN/CSA-G164.
- .3 25mm high heavy duty cast aluminum porch post mounting plate.

Part 3 Execution

3.01 INSTALLATION

- .1 Do finish carpentry to Quality Standards of the Architectural Woodwork Manufacturers Association of Canada (AWMAC), except where specified otherwise.
- .2 Scribe and cut as required, fit to abutting walls, and surfaces, fit properly into recesses and to accommodate piping, columns, fixtures, outlets, or other projecting, intersecting or penetrating objects.
- .3 Form joints to conceal shrinkage.
- .4 Adjust doors and hardware just prior to completion of building to function freely and properly.
- .5 Apply paint primer to all sides of porch decking and at end cuts. Allow porch decking to fully dry prior to installation. Apply thin layer of paint along the tongue and groove sides and apply paint evenly as not to prevent installation of each deck piece.
- .6 Stagger end joints in adjacent porch deck planks minimum of 0.9m.
 - .1 Separate joints in same area by at least 2 intervening courses.
 - .2 Avoid joints in first fifth of end spans.
 - .3 Sand deck surface to uniform and level surface, differential height between each adjacent installed board is not acceptable.
- .7 Prime and paint cast aluminum porch post mounting plate

3.02 CONSTRUCTION

.1 Fastening:

- .1 Position items of finished carpentry work accurately, level, plumb, true and fasten or anchor securely
- .2 Design and select fasteners to suit size and nature of components being joined.
- .3 Set finishing nails to receive filler. Where screws are used to secure members, countersink screw in round smooth cut hole and plug with wood plug to match material being secured.
- .4 Replace items of finish carpentry with damage to wood surfaces including hammer and other bruises.

.2 Interior and exterior wood work:

- .1 Paint all new surfaces in accordance with Section 09 91 99 – Painting.
- .2 Set frames with plumb sides, level heads and sills and secure. Butt and cope internal joints

of trim to make snug, tight, joint. Cut right angle joints with mitred joints.

- .3 Fit backs of trim snugly to wall surfaces to eliminate cracks at junctions.
- .4 Install door and window trim in single lengths without splicing.

END OF SECTION

Part 1 General

1.01 RELATED SECTIONS

- .1 Section 01 00 01 – General Requirements
- .2 Section 07 92 00 – Joint Sealants
- .3 Section 09 91 99 – Painting
- .4 Section 02 86 00 - Lead Precautionary Measures
- .5 Section 05 62 00 – Hazardous Materials

1.02 REFERENCES

- .1 Canadian Standards Association (CSA International).
 - .1 CSA B111-1974(R2003), Wire Nails, Spikes and Staples.
 - .2 CAN/CSA-O141-05, Softwood Lumber.
- .2 National Lumber Grades Authority (NLGA).
 - .1 NLGA Standard Grading Rules for Canadian Lumber 2007.

1.03 SUBMITTALS

- .1 Samples:
 - .1 Submit samples in accordance with Section 01 00 01 – General Requirements.
 - .2 Submit duplicate 300mm x full height size profile for each siding profile specified.

1.04 WASTE MANAGEMENT AND DISPOSAL

- .1 Separate waste materials in accordance with Section 01 00 01 – General Requirements.

Part 2 Products

2.01 MATERIALS

- .1 Exterior lumber siding: to NLGA Standard Grading Rules for Canadian Lumber.
 - .1 Horizontal bevel siding: eastern white pine, clear select grade, primed on all 6 surfaces prior to installation, smooth beveled exterior surface, tongue and groove edges, custom width and thickness to match existing siding.
- .2 Accessories: exposed trim, closures, cap pieces of same species as siding and to match existing width and thickness.
- .3 Metal drip and custom flashings:
 - .1 Material: custom profile, galvanized sheet metal
 - .2 Thickness: minimum 0.6mm design thickness.
 - .3 Colour: galvanized
- .4 Fasteners: nails to CSA B111, hot galvanized steel, sized as required, spiral type with flat head.
- .5 Sealants: In accordance with Section 07 92 00 - Sealants.

Part 3 Execution

3.01 INSTALLATION

- .1 Install sill flashings, wood starter strips, inside corner flashings, edgings and flashings over openings.
- .2 Fasten wood siding in straight, aligned lengths to existing vertical wood studs using two nails at each fixing location. Stagger Align butt joints over wood stud not less than 2450mm and distribute evenly over wall faces. Cut butt joints at 45 degrees and re-treat with primer prior to installation.
- .3 Secure each successive row of siding securely onto tongue of previously installed piece.
- .4 Set nails of exposed fasteners and fill to receive paint finish.

3.02 CLEANING

- .1 Upon completion of installation, remove surplus materials, rubbish, tools and equipment barriers.

END OF SECTION

Part 1 General

1.01 RELATED SECTIONS

- .1 Section 01 00 01 – General Requirements

1.02 REFERENCES

- .1 American Society for Testing and Materials International, (ASTM)
 - .1 ASTM C 919-08, Standard Practice for Use of Sealants in Acoustical Applications.
- .2 Canadian General Standards Board (CGSB)
 - .1 CAN/CGSB-19.13-M87, Sealing Compound, One-component, Polyurethane, Moisture Curing.
 - .2 CAN/CGSB-19.13-M87, Sealing Compound, One-component, Silicone, Moisture Curing.

1.03 SUBMITTALS

- .1 Submit product data in accordance with Section 01 00 01 – General Requirements.
- .2 Manufacturer's product to describe.
 - .1 Caulking compound.
 - .2 Primers.
 - .3 Sealing compound, each type, including compatibility when different sealants are in contact with each other.
- .3 Submit duplicate samples of each type of material and colour.
- .4 Submit manufacturer's instructions to include installation instructions for each product used

1.04 CLOSEOUT SUBMITTALS

- .1 Provide operation and maintenance data in accordance with Section 01 00 01 – General Requirements.

1.06 PROJECT CONDITIONS

- .1 Environmental Limitations:
 - .1 Do not proceed with installation of joint sealants under following conditions:
 - .1 When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 5 degrees C.
 - .2 When joint substrates are wet.
 - .2 Joint-Width Conditions:
 - .1 Do not proceed with installation of joint sealants where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.
 - .3 Joint-Substrate Conditions:
 - .1 Do not proceed with installation of joint sealants until contaminants capable of interfering with adhesion are removed from joint substrates.

Part 2 Products

2.01 SEALANT MATERIAL DESIGNATIONS

- .1 Colours: multiple colours to be selected by Consultant from manufacturer's complete range.
- .2 Type A: Silicones One Part.
 - .1 Acceptable product: Spectrem series by Tremco or approved equivalent
- .3 Type B: Acrylic Latex One Part.
 - .1 Acceptable product: Tremflex 834 by Tremco or approved equivalent.
- .4 Preformed Compressible and Non-Compressible back-up materials.
 - .1 Polyethylene, Urethane, Neoprene or Vinyl Foam.
 - .1 Extruded open cell foam backer rod.
 - .2 Size: oversize 30 to 50%.
- .5 Bond Breaker Tape.
 - .1 Polyethylene bond breaker tape which will not bond to sealant.

2.02 SEALANT SELECTION

- .1 Perimeters of exterior openings where frames meet exterior facade of building: Sealant type: A.
- .2 Sheet metal flashing and trim joints: Sealant type: A.
- .3 Perimeters of interior frames: Sealant type: B.

2.03 JOINT CLEANER

- .1 Non-corrosive and non-staining type, compatible with joint forming materials and sealant recommended by sealant manufacturer.
- .2 Primer: as recommended by manufacturer.

Part 3 Execution

3.01 PROTECTION

- .1 Protect installed Work of other trades from staining or contamination.

3.02 SURFACE PREPARATION

- .1 Examine joint sizes and conditions to establish correct depth to width relationship for installation of backup materials and sealants.
- .2 Clean bonding joint surfaces of harmful matter substances including dust, rust, oil grease, and other matter which may impair Work.

- .3 Do not apply sealants to joint surfaces treated with sealer, curing compound, water repellent, or other coatings unless tests have been performed to ensure compatibility of materials. Remove coatings as required.
- .4 Ensure joint surfaces are dry and frost free.
- .5 Prepare surfaces in accordance with manufacturer's directions.

3.03 PRIMING

- .1 Where necessary to prevent staining, mask adjacent surfaces prior to priming and caulking.
- .2 Prime sides of joints in accordance with sealant manufacturer's instructions immediately prior to caulking.

3.04 BACKUP MATERIAL

- .1 Apply bond breaker tape where required to manufacturer's instructions.
- .2 Install backup material in all joints to achieve correct joint depth and shape, with approximately 30% compression.

3.05 CLEANING

- .1 Clean adjacent surfaces immediately and leave Work neat and clean.
- .2 Remove excess and droppings, using recommended cleaners as work progresses.

END OF SECTION

Part 1 General

1.01 RELATED SECTIONS

- .1 Section 01 00 01 – General Requirements
- .2 Section 06 20 00 – Finish Carpentry
- .3 Section 07 46 23 – Wood Siding
- .4 Section 02 86 00 – Lead Precautionary Measures
- .5 Section 05 62 00 – Hazardous Materials

1.02 REFERENCES

- .1 Master Painters Institute (MPI)
 - .1 MPI Architectural Painting Specifications Manual, 2004.

1.03 SUBMITTALS

- .1 Submittals in accordance with Section 01 00 01 – General Requirements
- .2 Product Data:
 - .1 Submit product data and instructions for each paint and coating product to be used.

1.04 CLOSEOUT SUBMITTALS

- .1 Provide operation and maintenance data in accordance with Section 01 00 01 – General Requirements.
- .2 Submit two 300 x 300mm samples of each material with specified finish.

1.05 STORAGE AND HANDLING

- .1 Storage and Protection:
 - .1 Provide and maintain dry, temperature controlled, secure storage.
 - .2 Store materials and supplies away from heat generating devices.
 - .3 Store materials and equipment in well ventilated area within temperature as recommended by manufacturer.

1.06 WASTE MANAGEMENT AND DISPOSAL

- .1 Remove from site and dispose of packaging materials at appropriate recycling facilities.

1.07 QUALITY ASSURANCE

- .1 Retain purchase orders, invoices and other documents to prove conformance with notes MPI requirements when requested by Departmental Representative.

.2 Mock-ups:

- .1 Prepare and repaint mock-up designated exterior surface including siding, door, window, trim, detectible warning strip and anti slip strip at stair nose and porch decking with specified paint or coating showing selected colours, number of coats, gloss/sheen, textures and workmanship to MPI Maintenance Repainting and Painting manual for review and approval.

1.08 MAINTENANCE

.1 Extra Materials:

- .1 Provide one four litre can of each type and colour of finish coating. Identify type and colour.

1.09 SITE CONDITIONS

.1 Heating, Ventilation and Lighting:

- .1 Ventilate enclosed spaces.
- .2 Do not perform painting work unless adequate and continuous ventilation and sufficient heating facilities are in place to maintain ambient air and substrate temperatures above 10 degrees C for 24 hours before, during and after paint application until paint has cured sufficiently.
- .3 Where required, provide continuous ventilation for two days after completion of application of paint.
- .4 Provide temporary ventilating and heating equipment where permanent facilities are not available or supplemental ventilating and heating equipment if ventilation and heating from existing system is inadequate to meet minimum requirements.
- .5 Perform no painting work unless a minimum lighting level of 323 Lux is provided on surfaces to be painted. Adequate lighting facilities to be provided by General Contractor.

.2 Temperature, Humidity and Substrate Moisture Content Levels:

- .1 Unless specifically pre-approved by NCC Departmental Representative and, applied product manufacturer, perform no painting work when:
 - .1 Ambient air and substrate temperatures are below 10 degrees C.
 - .2 Substrate temperature is over 32 degrees C unless paint is specifically formulated for application at high temperatures.
 - .3 Substrate and ambient air temperatures are expected to fall outside MPI or paint manufacturer's prescribed limits.
 - .4 Relative humidity is above 85% or when dew point is less than 3 degrees C variance between air/surface temperature.
 - .5 Rain or snow are forecast to occur before paint has thoroughly cured or when it is foggy, misty, raining or snowing at site.
- .2 Perform no painting work when maximum moisture content of substrate exceeds:
 - .1 12% for concrete and masonry (clay and concrete brick/block).
 - .2 15% for wood.

- .3 Conduct moisture tests using a properly calibrated electronic Moisture Meter, except test concrete floors for moisture using a simple "cover patch test".
 - .4 Test concrete, masonry and plaster surfaces for alkalinity as required.
- .3 Surface and Environmental Conditions:
- .1 Apply paint finish in areas where dust is no longer being generated by related construction operations or when wind or ventilation conditions are such that airborne particles will not affect quality of finished surface.
 - .2 Apply paint to adequately prepared surfaces and to surfaces within moisture limits noted herein.
 - .3 Apply paint when previous coat of paint is dry or adequately cured.
 - .4 Apply paint finishes when conditions forecast for entire period of application fall within manufacturer's recommendations.
 - .5 Do not apply paint when:
 - .1 Temperature is expected to drop below 10 degrees C before paint has thoroughly cured.
 - .2 Substrate and ambient air temperatures are expected to fall outside MPI or paint manufacturer's limits.
 - .3 Surface to be painted is wet, damp or frosted.
 - .6 Provide and maintain cover when paint must be applied in damp or cold weather. Heat substrates and surrounding air to comply with temperature and humidity conditions specified by manufacturer. Protect until paint is dry or until weather conditions are suitable.
 - .7 Schedule painting operations such that surfaces exposed to direct, intense sunlight are scheduled for completion during early morning.
 - .8 Remove paint from areas which have been exposed to freezing, excess humidity, rain, snow or condensation. Prepare surface again and repaint.
 - .9 Paint occupied facilities in accordance with approved schedule only. Schedule operations to approval of NCC Departmental Representative such that painted surfaces will have dried and cured sufficiently before ambient conditions become adverse.

Part 2 Products

2.01 MATERIALS

- .1 Paint materials listed in the MPI Approved Products List (APL) are acceptable for use on this project and Sico Expert 100% Acrylic latex 261 Series, Sico GOPRIME Alkyd primer 150-135, Sico Polyprep shellac 205-112 knot sealer, and or approved equal.
- .2 Provide paint materials for paint systems from single manufacturer.
- .3 Only qualified products with E2 "Environmentally Friendly" rating are acceptable for use on this project.
- .4 Conform to latest MPI requirements for all painting work including preparation and priming.
- .5 Materials (primers, paints, coatings, varnishes, stains, lacquers, fillers, thinners, solvents, etc.) Acceptable product Sico Expert series and or approved equal.
- .6 Medium coarse sand – particle size 0.50mm to 0.95mm.

2.02 COLOURS

- .1 Colour: Horizontal siding, trim, window, soffits, porches, doors, stairs, etc, to match existing exterior colours.
- .2 Detectable warning strip and anti-slip strip at all stair treads – black.

2.03 MIXING AND TINTING

- .1 Perform colour tinting operations prior to delivery of paint to site, in accordance with manufacturer's written instructions.
- .2 Use and add thinner in accordance with paint manufacturer's recommendations. Do not use kerosene or similar organic solvents to thin water-based paints.
- .3 Thin paint for spraying in accordance with paint manufacturer's instructions.
- .4 Re-mix paint in containers prior to and during application to ensure break-up of lumps, complete dispersion of settled pigment, and colour and gloss uniformity.

2.04 GLOSS/SHEEN RATINGS

- .1 Paint gloss is defined as sheen rating of applied paint, in accordance with MPI values.

2.05 EXTERIOR PAINTING

- .1 Wood siding, plinth boards, exterior doors (both sides and all edges), windows, window frame, fascias, trim, roof and porch soffits, posts, guardrail, lath, etc.
 - .1 6.3L - Latex finish.
 - .2 Gloss: level 4 Satin like finish.
- 2 New wood porch decking.
 - .1 EXT 6.5E – Latex finish.
 - .2 Gloss: level 5 Semi-Gloss

2.06 INTERIOR PAINTING

- .1 Pumping station: Plywood wall sheeting, frames and trims, etc.
 - .1 EXT 6.5E – Latex finish.
 - .2 Gloss: level 4 Satin like finish.

Part 3 Execution

3.01 GENERAL

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

- .2 Perform preparation and operations for interior painting in accordance with MPI –

Architectural Painting Specifications Manual and MPI - Maintenance Repainting Manual except where specified otherwise.

3.02 EXAMINATION

- .1 Investigate existing substrates for problems related to proper and complete preparation of surfaces to be painted. Report to Consultant damages, defects, unsatisfactory or unfavorable conditions before proceeding with work.
- .2 Conduct moisture testing of surfaces to be painted using properly calibrated electronic moisture meter, except test concrete floors for moisture using simple "cover patch test". Do not proceed with work until conditions fall within acceptable range as recommended by manufacturer.

3.03 PREPARATION

- .1 Protection:
 - .1 Protect existing building surfaces and adjacent structures from paint spatters, markings and other damage by suitable non-staining covers or masking. If damaged, clean and restore surfaces as directed by Consultant.
 - .2 Protect items that are permanently attached such as Fire Labels on doors and frames.
 - .3 Protect factory finished products and equipment.
- .2 Surface Preparation:
 - .1 Remove electrical cover plates, light fixtures, surface hardware on doors, bath accessories and other surface mounted equipment, fittings and fastenings prior to undertaking painting operations. Identify and store items in secure location and re-installed after painting is completed.
 - .2 Move and cover furniture and portable equipment as necessary to carry out painting operations. Replace as painting operations progress.
 - .3 Place "WET PAINT" signs in occupied areas as painting operations progress.
 - .4 Clean and prepare surfaces in accordance with MPI - Architectural Painting Specification Manual specific requirements and coating manufacturer's recommendations.
 - .5 Prevent contamination of cleaned surfaces by salts, acids, alkalis, other corrosive chemicals, grease, oil and solvents before prime coat is applied and between applications of remaining coats. Apply primer, paint, or pretreatment as soon as possible after cleaning and before deterioration occurs.
 - .6 Where possible, prime non-exposed surfaces of new wood surfaces before installation. Use same primers as specified for exposed surfaces.
 - .7 Apply Sico Polyprep shellac 205-112 knot sealer over knots, pitch, sap and resinous areas.
 - .8 Apply wood filler to nail holes and cracks.
 - .9 Tint filler to match stains for stained woodwork.
- .3 Sand and dust between coats as required to provide adequate adhesion for next coat and to remove defects visible from a distance up to 1000 mm.
- .4 Clean metal surfaces to be painted by removing rust, loose mill scale, welding slag, dirt, oil, grease and other foreign substances in accordance with MPI requirements.
- .5 Touch up of shop primers with primer as specified.
- .6 Do not apply paint until prepared surfaces have been inspected by the NCC Representative

3.04 APPLICATION

- .1 Conform to manufacturer's application instructions unless specified otherwise.
- .2 Apply coats of paint continuous film of uniform thickness. Repaint thin spots or bare areas before next coat of paint is applied.
- .3 Allow surfaces to dry and properly cure after cleaning and between subsequent coats for minimum time period as recommended by manufacturer.
- .4 Sand and dust between coats to remove visible defects.
- .5 Finish surfaces both above and below sight lines as specified for surrounding surfaces, including such surfaces as tops of interior cupboards and cabinets and projecting ledges.
- .6 Finish inside of cupboards and cabinets as specified for outside surfaces.
- .7 Finish closets and alcoves as specified for adjoining rooms.
- .8 Finish top, bottom, edges and cutouts of doors after fitting as specified for door surfaces.
- .9 Apply colour contrasting paint in masked out strips at stairs and ramps and apply sand while paint is wet. Ensure sand is embedded in wet paint. Apply sand in consistent manner and with enough density to make a uniform abrasive surface throughout the strip. Re-apply paint directly over sand in successive paint applications to a maximum of three coats.
- .10 Application coats:
 - .1 Interior and exterior painting: minimum 1 coat primer, minimum 2 coats finishing paint.

END OF SECTION

PART 1 – GENERAL

1.1 RELATED WORK

- .1 Excavating and Backfilling Section 31 23 10

1.2 DESCRIPTION

- .1 This section is the materials specification for the following granular materials:
 - .1 Clear limestone aggregate 3/8" - 1cm
 - .2 Crushed granite

1.3 REFERENCES

- .1 Ontario Provincial Standard Specification (OPSS):
 - .1 OPSS 1010 Material Specification for Aggregates – Granular A, B, M, and Select Subgrade Material
- .2 Ontario Ministry of the Environment (MOE):
 - .2 Ontario Ministry of the Environment, Soil, ground water and sediment standards for use under Part XV.1 of the Environmental Protection Act, July 1st 2011

PART 2 – PRODUCTS

2.1 MATERIALS - GENERAL REQUIREMENTS

- .1 Any granular materials specified for the various works, on the drawings or in other sections of the specifications or by direction of the NCC Representative, shall conform to this material specification for the class of granular material required.
- .2 The materials shall be selected or produced from pits or quarries to conform to the requirements specified herein for each class of granular materials.
- .3 Material retained on the number 4 sieve shall consist of hard durable particles or fragments of stone or gravel.
- .4 Materials that break up when alternatively frozen and thawed or wetted and dried shall not be permitted.
- .5 Fine aggregate passing the Number 4 sieve shall consist of natural or crushed sand, and, material passing the Number 200 sieve shall consist of fine mineral particles.
- .6 The material shall be free from vegetable matter and lumps or balls of clay.
- .7 The material shall be non-plastic and non-frost susceptible.
- .8 Blending to obtain the correct gradation shall be permitted when the Contractor demonstrates that he can produce a correct gradation and has a plant capable of producing to the satisfaction of the NCC Representative.
- .9 The Contractor shall advise the NCC Representative two weeks in advance of his intended use of any materials to allow sufficient time for sampling and testing. The Contractor shall submit samples of granular materials to be used in the works if so requested by the NCC Representative.
- .10 Approval of a sample does not mean acceptance of the whole source. Each load of material received at the job site shall be subject to all the requirements of that material.
- .11 All gradation requirements are shown as percentage by weight passing U.S. Standards Sieves, A.A.S.H.O. M-92-65.

2.2 MATERIALS - SPECIFIC REQUIREMENTS

- .1 Clear crushed stone aggregate – 3/4"
 - .1 These materials shall be washed.
 - .2 Sample must be provided for approval by contract administrator
- .2 Crushed granite stone
 - .1 Refer to architectural
 - .2 Sample to be provided for approval by contract administrator

PART 3 – EXECUTION

3.1 PLACING

- .1 Place granular material to depth and grade in areas indicated.
- .2 Ensure no frozen material is placed.
- .3 Place material only on clean unfrozen surface, free from snow and ice.
- .4 Place material using methods which do not lead to segregation or degradation of aggregate.
- .5 Spread and shape material in uniform layers of required thickness.
- .6 Shape each layer to smooth contour and compact to specified density before succeeding layer is placed.
- .7 Remove and replace that portion of layer in which material becomes segregated during spreading.

3.2 COMPACTION AND TESTING

- .1 Compact to specified density as shown on the contract drawings.
- .2 Compaction and testing as per OPSS 501.
- .3 Shape and roll alternately to obtain smooth, even and uniformly compacted base.
- .4 Apply water as necessary during compacting to obtain specified density. If material is excessively moist, aerate by scarifying with suitable equipment until moisture content is corrected.
- .5 In areas not accessible to rolling equipment, compact to specified density with mechanical tampers.
- .6 Compaction tests to be performed by the NCC Representative or his representative.
- .7 Testing to be performed throughout progress of work to determine adequacy of compaction.
- .8 Co-operate with inspection staff during testing period.

- 3.3** Correct surface irregularities by loosening and adding or removing material until surface is within specified tolerance.

3.4 PROTECTION

- .1 Maintain finished base in condition conforming to this Section until succeeding material is applied or until acceptance by Consultant.

END OF SECTION

GRANITE

PART 1 - GENERAL

1.1 QUALITY ASSURANCE

- .1 Contractor or granite subcontractors to provide only skilled stone masons, supervised by foremen experienced in type of work specified.
- .2 Submit sample for approvals prior to shipping material on site
- .3 Provide adequate, acceptable equipment and labour forces to carry out the work expeditiously.
- .4 Only Granite installations matching approved sample will be acceptable for the project.

1.2 DELIVERY AND STORAGE

- .1 Pack finished granite carefully using all necessary precautions to prevent damage during loading, in transit and when in storage before installation.
- .2 Provide the necessary protection for granite stored for prolonged periods to prevent staining or damage.

1.3 IMPLEMENTATION CONDITIONS

- .1 Do not install any materials covered in frost, ice or if the material itself is frozen.

PART 2 - PRODUCTS

2.1 GRANITE

- .1 All granite must be provided by; Selection Plus, 35 Rte 105, Wakefield (819-459-2333)
- .2 Granite Dimension : approximately 900X300x150mm. All required cuts must be hidden when possible. Natural faces should be apparent when possible.
- .3 Granite color: match steps adjacent to boat house.
- .4 Granite edge must be cut or shimmed to respect dimensional tolerance of:
 - .1 ± 5 mm in height of final course
 - .2 ± 5 mm when the length is specified in the contract documents.
- .5 The stone should not contain veins of more than 1 mm width. Natural stone must have a shine. Curbs of same colors must come from the same extraction site.
- .6 The geological vein width tolerance is 3 mm. No cracks empty or filled with limestone material will be accepted.

2.2 ACCESSORIES

- .1 Leveling shim if required

GRANITE

2.3 JOINT MATERIAL

- .1 N/A

2.4 GRANULAR MATERIAL

- .1 Granular base course quality: sound, hard, durable material free from soft, thin, elongated or laminated particles, organic material, clay lumps or minerals, or other substances that would act in deleterious manner for use intended. Refer to granular section.

PART 3 - EXECUTION

3.1 LAYOUT AND APPROVAL

- .1 Contractor to layout both the stone landing and stone walkway for NCC Representative approval.
- .2 Erect string-lines for assistance in sighting and make minor adjustments if required.

3.2 GRANITE SURFACE IMPLEMENTATION

- .1 Prepare granular foundation and place first course of stones. Layout of first stone course must be approved by NCC representative before proceeding.
- .2 Place leveling shims if required for each course. Shims must not be visible and used only if necessary.
- .3 Dry stack all other granite stones as per contract drawing.

3.3 CLEANING

- .1 Once work is completed, wash curbs according to manufacturer's instructions. Use soft fibre brushes.

END OF SECTION

PART 1 - GENERAL

- 1.1 Related Sections .1 Section 01 35 43 – Environmental Protection
Section 32 91 21 - Excavation, Trenching and Backfilling.
- 1.2 Testing .1 Obtain Contract Administrator's initial approval of imported topsoil at source.
.2 Test existing and imported topsoil for NPK, Mg, soluble salt content, organic matter and pH value prior to delivery to site.
.1 Submit 0.5 kg sample of topsoil to testing laboratory and indicate intended use.
.2 Determine requirements for amendments to bring pH value of soil to 5.5 to 7.7 level.
.3 Submit two copies of soil analysis and recommendations for corrections to Contract Administrator.
.4 Inspection and testing of topsoil will be carried out by testing laboratory designated by Contract Administrator.
.5 Contractor will pay for the cost of the testing.
- 1.3 Existing Conditions .1 The shoreline area requiring re grading is located at the base of a steep slope. Access and space are restrained and the sequence of grading operations must be strategically planned.
.2 The Contractor can expect to find topsoil, sod, granular A and Granular B crushed stone during the removal and re grading of the section of existing peninsula.
.3 Irrigation lines, various services including electrical are found in this peninsula area. Extensive service lines are concentrated near the proposed deck area. The Contractor is responsible for ensuring that these services are not damaged as a result of the work of this Contract. The Contractor shall flag the location of any irrigation boxes for later adjustment that are covered as a result of site grading.
- 1.4 Protection .1 Protect existing trees, natural features, cabana, surface and services which are to remain as directed by Contract Administrator. If damaged, restore to original or better condition unless directed otherwise.
.2 Maintain access roads to prevent damage to grounds and underground services.
.3 In accordance with environmental requirements a silt curtain and a silt fence where installed in the Fall 2011 by others. Maintain these protective measures and ensure their integrity throughout the construction.
.4 Provide adequate support for existing support posts of the cabana during grading operations.

PART 2 - PRODUCTS

- 2.1 Materials .1 Excavated or graded material may be suitable to use as fill for grading work if approved by NCC Contract Administrator.
.2 Existing Shoreline boulders are to be removed and preserved for later re-integration.

- .3 Imported topsoil: friable loam, neither heavy clay nor of very light sandy nature containing minimum of 10% organic matter for sandy loams to maximum of 25% by volume. Free from subsoil, roots, grass, weeds, toxic materials, stones, foreign objects and an acidity range (Ph) of 5.5 to 7.5. Topsoil containing crabgrass, couch grass or other noxious weeds, not acceptable.

PART 3 - EXECUTION

3.1 Grading

- .1 Rough grade disturbed areas and areas indicated for re grading to ensure a smooth, even surface with positive drainage as directed on detail drawing and allowing for surface treatment as indicated.
- .2 Compact filled and disturbed areas to maximum dry density to ASTM D698, as follows: 85% under landscaped areas.
- .3 Do not disturb soil within branch spread of existing trees.

3.2 Re-Use of Existing Topsoil

- .1 Un less otherwise indicated existing stockpiled topsoil shall be used for all reinstatement. Imported sources of topsoil shall only be used when all approved sources of existing topsoil have been used.
- .2 Existing stockpiled topsoil approved for re-use on site shall be screened to meet the materials specification for imported topsoil.

3.3 Existing Services

- .1 Rough grade around existing above ground service structures. Once rough grading is completed, notify Contract Administrator for approval.

3.4 Testing

- .1 Inspection and testing of soil compaction will be carried out by testing laboratory designated by Contract Administrator.
- .2 Cost of tests will be paid by Commission.

3.5 Surplus Material

- .1 Remove surplus material and material unsuitable for fill, grading or landscaping off site.

END OF SECTION

PART 1 – GENERAL

- 1.1 Related Works
 - .1 32 91 21 - Topsoil and Finish Grading

PART 2 – PRODUCTS

2.1 MATERIALS

- .1 Seed:
 - 40% Poa compressa (Canada Bluegrass)
 - 35% Poa trivialis (Rough stalked bluegrass)
 - 10% Agrotis alba (Red top)
 - 7% Medicago lupulina (Black medick)
 - 8% Trifolium repens (creeping white clover)

This mix is available and blended at Mountainview Turf (819)777-0112.

- .2 Packages will be individually labeled in accordance with 'Seeds Regulations' and indicate clearly the name of the supplier, species, content, grade and mass. Empty packages to be given to contract administrator.
- .3 Use appropriate hydraulic seeder and mulching equipment. The Contract Administrator to approve all proposed products and equipment for the work.

2.2 WATER

- .1 Free of impurities that would inhibit germination and growth.
- .2 Water must be supplied from a designated source.
- .3 Water is required until the seed has germinated and is established

2.3 FIXATIVE

- .1 Guar gum emulsion diluted in water as indicated by the manufacturer. This product shall be sufficiently diluted to be easily sprayed to form a thin film on the ground. Spreading rate is calculated depending of the slope inclination: the manufacturer's indications shall be followed. The J3000 from Rantec (www.ranteccorp.com) or approved equivalent shall be used.

PART 3 - EXECUTION

3.1 WORKMANSHIP

- .1 Do not perform work under adverse field conditions as determined by the NCC Representative.
- .2 Additional care shall be taken when seeding adjacent to watercourses or paved area to ensure that seed does not spread or blown onto those areas.

3.2 PERMANENT COVER

- .1 Seeding shall not be carried out under adverse conditions, of high wind, frozen ground or ground covered with snow, ice or standing water.
- .2 Sowing shall be done during the following periods:
 - 1. Between April 15 and June 15;
 - 2. Between August 15 and October 15.

3. Dormant seeding after November 1st when daytime temperatures are consistently below 5oC.

3.3 SEED BED PREPARATION

- .1 Remove and dispose of weeds, debris, stones 50 mm in diameter and larger, soil contaminated by oil, gasoline and other deleterious materials will be removed and disposed of off-site.
- .2 Do not carry out seed bed preparation more than 1 calendar day before the seeding operation so the Contractor shall avoid run-off problems.
- .3 Surface preparation will produce a soil surface that is predominantly fine in nature (particle sizes of 5 to 10 mm), with no more than five lumps measuring between 10-25 mm in diameter in any 1m² area, and no lumps larger than 25 mm.

3.4 SEEDING

- .1 The seed should be spread on all mold surfaces covered unless another surface treatment is indicated.
- .2 Mechanical: seed and fertilize using a mechanical drill adapted to the place. Seed in both directions perpendicular to each other, dividing the seed uniformly at a rate of 200 kg / hectare and the fertilizer in an amount of 350 kg / hectare. Water the seeded areas with a fine spray to moisten the seed to a depth of at least 50 mm ..
- .3 For larger areas, sow half the amount of seed in one direction and the rest perpendicularly.

3.4 STRAW MULCH

- .1 All bare soil must be stabilized with straw mulch immediately after planting.
- .2 Install loose straw over the seed layer and uniform hand.
- .3 Although cover the soil surface with a thin layer of straw. Do not apply too thick on seeds
- .4 Mix straw straw to the surrounding vegetation. Do not stifle existing vegetation.
- .5 Although immobilize the straw mulch, pushing it into the soil with a spade or shovel

3.5 HYDROSEEDING (HYDRAULIC SEEDING)

- .1 The application shall be done in one operation.
- .2 Use an appropriate hydraulic seed drill and calibrate the mulching equipment.
- .3 Calculation of the required quantities of material shall be presented to the NCC Representative 5 days prior to work. This document shall indicate where and when the seeding mixture will be made.
- .4 Hydroseeding mix shall be projected in order to bond to the surfaces and to create an uniform layer.
- .5 Hydroseeding must be done when the wind speed is less than 10 km/h.
- .6 The seeding projection will be done in a manner to prevent circulation of vehicles over surfaces already seeded.

3.6 MAINTENANCE DURING ESTABLISHMENT PERIOD

- .1 Water seeded areas to maintain optimum soil moisture level for germination and continued growth of grass. Control watering to prevent washouts.
- .2 Gully formations and washouts as a result of rain events greater than 20 mm per day shall be repaired, including regrading and re-seeding.
- .3 Seeded areas shall be accepted by the NCC Representative provided that:
 - .1 seeded areas are properly established;
 - .2 seeded areas are free of weeds and bare or dead spots;
 - .3 no surface soil is visible when grass has been cut to a height of 50 mm;
 - .4 seeded areas have been cut minimum 2 times, the second cut within 24 hours prior to acceptance.
- .4 Areas seeded in fall will be accepted the following spring, one month after the beginning of the growing season, provided the acceptance conditions are met.
- .5 Control weeds by mechanical means utilizing acceptable integrated pest management practices.
- .6 The Contractor shall maintain the seeded areas including mowing until acceptance by the NCC Representative. Unacceptable areas shall be reseeded.

END OF SECTION

Part 1 GENERAL

1.01 RELATED SECTIONS

- .1 Section 01 00 01 – General Requirements

1.02 ENVIRONMENTAL REQUIREMENTS

- .1 Operation of construction equipment in water is prohibited. Ensure a dewatered condition for operation of equipment.
- .2 Dumping excavated fill, waste material, or debris in watercourse is prohibited.

PART 2 - PRODUCTS

2.01 MATERIAL

- .1 Turbidity / Floating Silt Curtain: Terrafix 370RS (416)-674-0363 (or approved equal) shall be fabricated from a heavy duty woven fabric with top loops connected to floats and bottom loops used to weave through a 5 mm dia. chain. Silt curtain shall be sized to fully contain the work area. Mark curtain with yellow buoys and/or yellow lights to alert boaters.
- .2 Silt curtain: geoSolution as supplied by geosynthetic Ottawa (613) 733-9585 or approved equal.

PART 3 – EXECUTION

3.01 PROTECTION OF VEGETATION

- .1 Conduct work to provide minimal disturbance to vegetated buffer zones, including aquatic vegetation.
- .2 Unless otherwise indicated on the drawings or instructed on site by the NCC Contract Administrator, retain and protect all existing trees on site.

3.02 EQUIPMENT

- .1 Machinery shall arrive on site in a clean, washed condition, free of fluid leaks.

3.7 FISH, REPTILE AN AMPHIBIAN RECOVERY

- .1 Captured fish shall be placed back in the active river flow.
- .2 Captured turtles, frogs or other wildlife shall be moved to similar habitat outside the work area.

3.9 REMOVAL OF SEDIMENT AND TURBIDITY CURTAIN

.1 The turbidity curtain shall be removed after the completion of work on the Boathouse, following approbation from the NCC Representative.

END OF SECTION

PARC DE LA GATINEAU - DOMAINE KINGSWOOD REHABILITATION DU HANGAR À BATEAU KINGSWOOD ESTATE - GATINEAU PARK BOATHOUSE REHABILITATION



HANGAR À BATEAU EXISTANT / EXISTING BOATHOUSE

LISTE DES DESSINS / DRAWINGS LIST:

- A0 PAGE COUVERTURE / COVER PAGE
- A1 PLAN DE SITE - HANGAR À BATEAU / SITE PLAN - BOATHOUSE
- A2 PLANS - HANGAR À BATEAU / PLAN - BOATHOUSE
- A3 HANGAR À BATEAU - ÉLEVATIONS / BOATHOUSE - ELEVATIONS
- LA01 PLAN ARCHITECTURE DE PAYSAGE - HANGAR À BATEAU / PLAN - BOATHOUSE LANDSCAPE
- LA02 PLAN ARCHITECTURE DE PAYSAGE - HANGAR À BATEAU / DETAILS - BOATHOUSE LANDSCAPE



1 PLAN DE LOCATION - HANGAR À BATEAU
LOCATION PLAN - BOATHOUSE

no.	description	date
1	REVUE - REVIEW 50%	2015-07-03
2	REVUE - REVIEW 99%	2016-01-26
3	REVUE - REVIEW 100%	2016-03-29
4	RÉVISÉ - REVISED	2017-06-26
5	POUR SOUMISSION - TENDER	2017-07-07

Issued or revised
émis ou révisé

REHABILITATION DU HANGAR À BATEAU - KINGSWOOD - BOATHOUSE REHABILITATION

PAGE COUVERTURE
HANGAR À BATEAU
BOATHOUSE
COVER PAGE

approved by approuvé par	T.L.
designed by conçu par	S.T.
drawn by dessiné par	S.T.
date	2015-06-22
scale échelle	INDIQUEE / SHOWN

NCC project no. / sheet no.
no. du projet de la CCN / no. de la feuille
DC3070-14 / A0

no.	description	date
1	REVUE - REVIEW 50%	2015-07-03
2	REVUE - REVIEW 99%	2016-01-26
3	REVUE - REVIEW 100%	2016-03-29
4	REVUE - REVISED	2017-06-26
5	POUR SOUMISSION - TENDER	2017-07-07

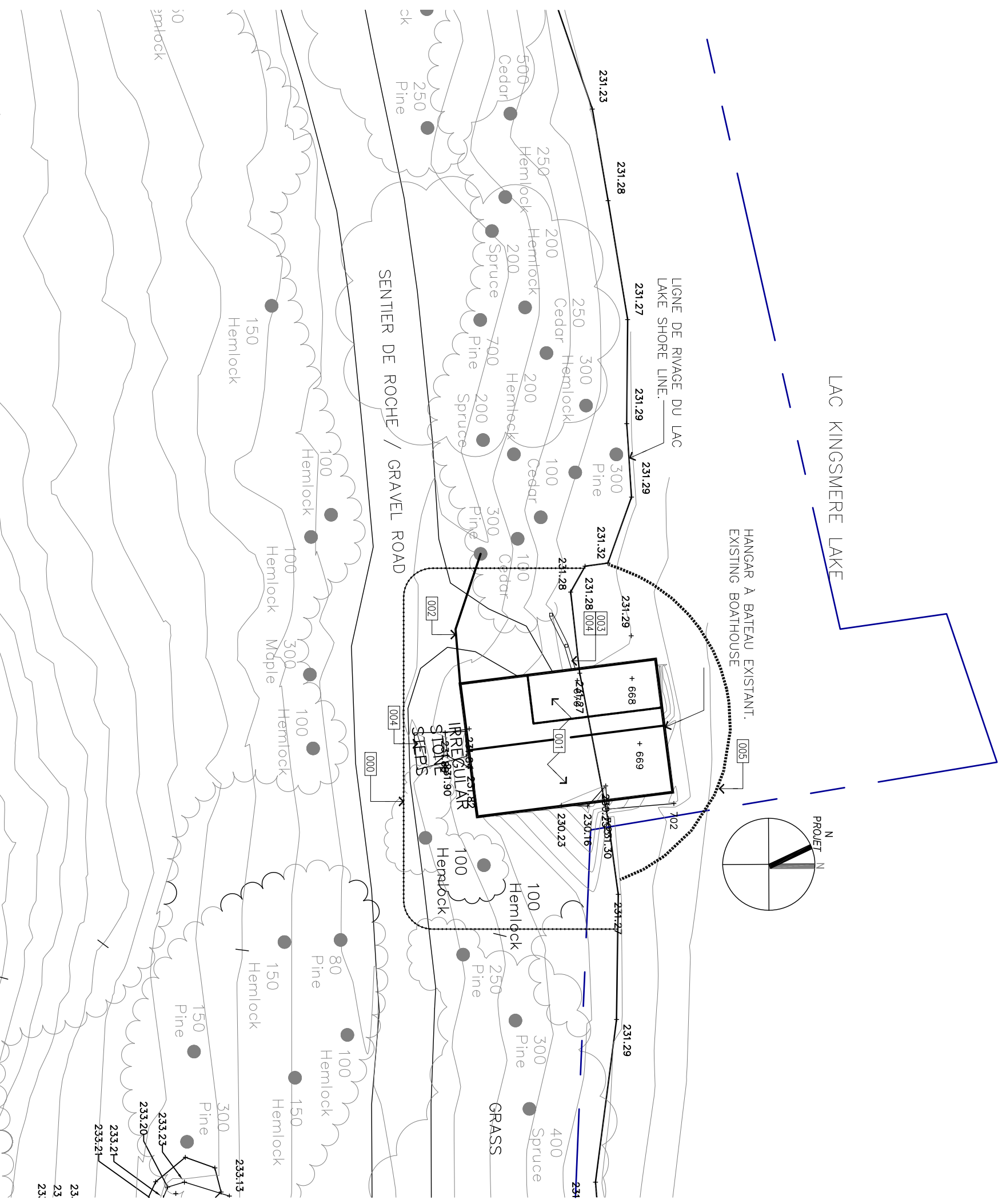
REHABILITATION DU HANGAR À BATEAU
- KINGSWOOD -
 BOATHOUSE REHABILITATION

PLAN DE SITE
 HANGAR À BATEAU
 BOATHOUSE
 SITE PLAN

approved by	T.L.
approuvé par	T.L.
designed by	S.T.
conçu par	S.T.
drawn by	S.T.
dessiné par	S.T.
date	2015-06-22
NCC project no.	INDIQUÉE SHOWN
no. du projet de la CCN	sheet no.
DC3070-14	no. de la feuille

NOTES DE DESSINS / DRAWING NOTES

- 000 CLOTURE DE CHANTIER.
SITE FENCE.
- 001 STABILISATION DES FONDATIONS A L'AIDE DE PIEUX VISSÉS PAR FOURNISSEUR SPÉCIALISÉ. VOIR SECTION 01 21 00 ALLOCATION.
NEW HELICAL PILE FOUNDATION BY SPECIALIZED CONTRACTOR. SEE SECTION 01 21 00 ALLOWANCE.
- 002 ENLEVER PALISSADE DE PROTECTION.
REMOVE PROTECTION HOarding.
- 003 ENLEVER ET RAGRÈER SONOTUBES DE BÉTON ET MAIN COURANTE DE BOIS.
REMOVE CONCRETE SONOTUBES AND WOOD RAIL AND RE-GRADE.
- 004 VOIR PLAN D'ARCHITECTURE DE PAYSAGE POUR NOUVEAU TRAVAUX AUX ENTRÉES.
SEE LANDSCAPE PLAN FOR NEW WORK AT ENTRANCES.
- 005 FOURNIR UN RIDEAU DE TURBIDITÉ, EN PLACE POUR LA DURÉE DES TRAVAUX. SE RÉFÉRER À LA SECTION PROTECTION ENVIRONNEMENTAL.
PROVIDE AND MAINTAIN TURBIDITY FLOATING CURTAIN FOR FULL DURATION OF THE WORK. SEE ENVIRONMENTAL PROTECTION SECTION



no.	description	date
5	POUR SOUMISSION - TENDER	2017-07-07
4	RÉVISÉ - REVISED	2017-06-26
3	REVUE - REVIEW 100%	2016-03-29
2	REVUE - REVIEW 99%	2016-01-26
1	REVUE - REVIEW 50%	2015-07-03

project
projet
REHABILITATION DU HANGAR À BATEAU
- KINGSWOOD -
BOATHOUSE REHABILITATION

NOTES DE DESSINS / DRAWING NOTES

000 STABILISATION DES FONDATIONS À L'AIDE DE PIEUX VISSÉS PAR FOURNISSEUR SPÉCIALISÉ. VOIR SECTION 01 21 00 ALLOCATION. L'ENTREPRENEUR GÉNÉRAL DOIT FAIRE LES OUVERTURES (ENVIRON 10 À 12 TROUS) DANS LE PLANCHER OÙ LES PIEUX SERONT PLACÉS ET DOIT LES FERMER À LA SUITE.

001 NEW HELICAL PILE FOUNDATION BY SPECIALIZED CONTRACTOR. SEE SECTION 01 21 00 ALLOWANCE. GENERAL CONTRACTOR SHALL DO THE OPENINGS (APPROX. 10 TO 12 HOLES) IN THE DECK FLOOR WHERE POSTS WILL BE DRIVEN IN, AND SHALL RE-INSTATE THEM.

002 L'ENTREPRENEUR GÉNÉRAL DOIT ENLEVER TOUS LES CAISSONS EN BOIS ET LES PIÈRES SUITE À L'ATTESTATION DE FIN DE TRAVAIL PAR TECHNO-PIEUX.

GENERAL CONTRACTOR SHALL REMOVE ALL TIMBER CRIBS AND STONES AFTER POSTS ARE DRIVEN IN, FOLLOWING COMPLETION OF WORK BY TECHNO-PIEUX.

002 L'ENTREPRENEUR GÉNÉRAL DOIT ENLEVER ET REMETTRE EN PLACE LA PORTE ET CADRE POUR LE PASSAGE DE LA MACHINE À PIEUX.

GENERAL CONTRACTOR SHALL REMOVE DOORS, RAILINGS, AND PORTIONS OF WALLS AS REQUIRED FOR THE PASSAGE OF THE POST PILING MACHINE. RE-INSTATE WHEN MACHINE IS REMOVED.

003 ENLEVER LE GARDE-CORPS DE BOIS ET ENTREPOSER JUSQU'À LA RÉINSTALLATION UNE FOIS LES TRAVAUX DE FONDATION COMPLÈTE.

REMOVE GUARDRAIL AND STORE UNTIL REINSTALLATION, ONCE THE FOUNDATION WORK IS COMPLETED.

004 ENLEVER LE PONPAGE DE BOIS EMBOUVETER DE LA VÉRANDA. FOURNIR NOUVEAU PONPAGE DE BOIS EMBOUVETÉ TEL QU'EXISTANT.

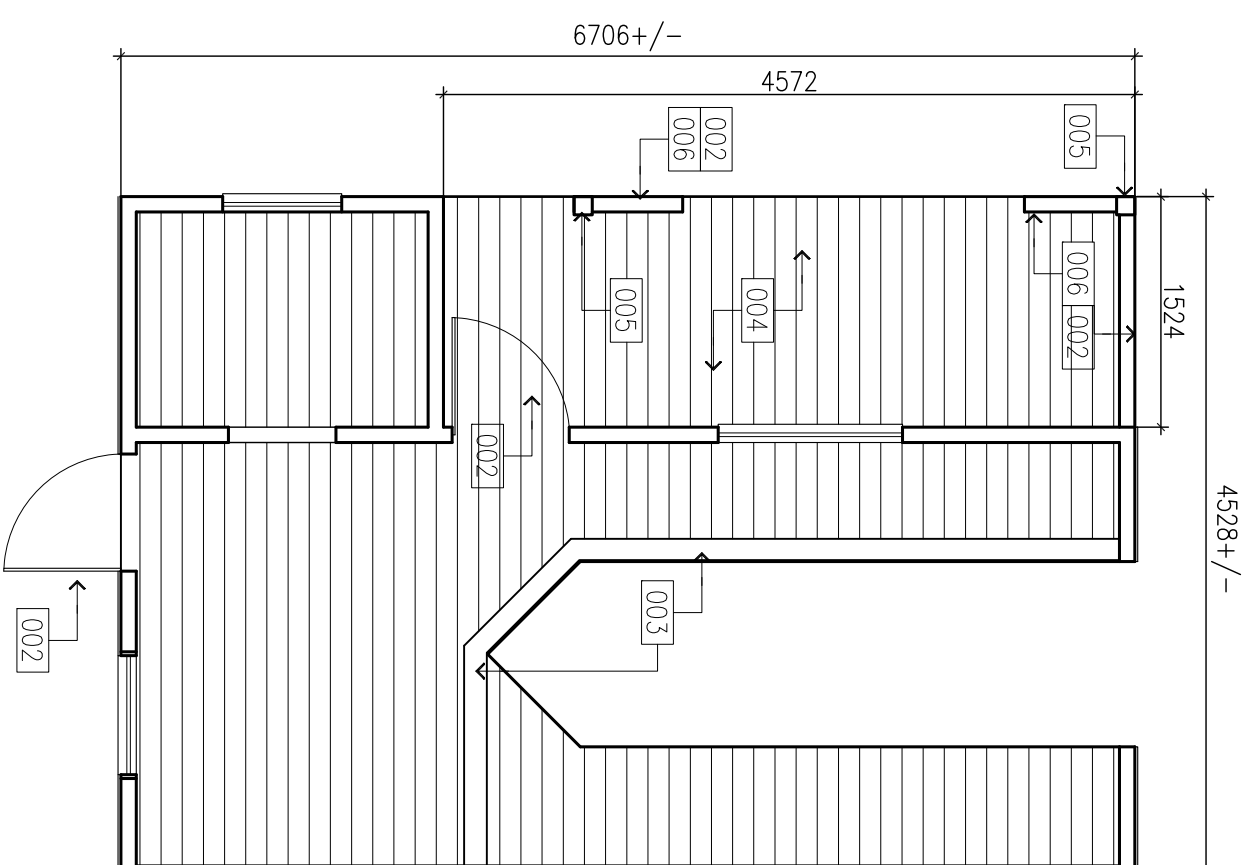
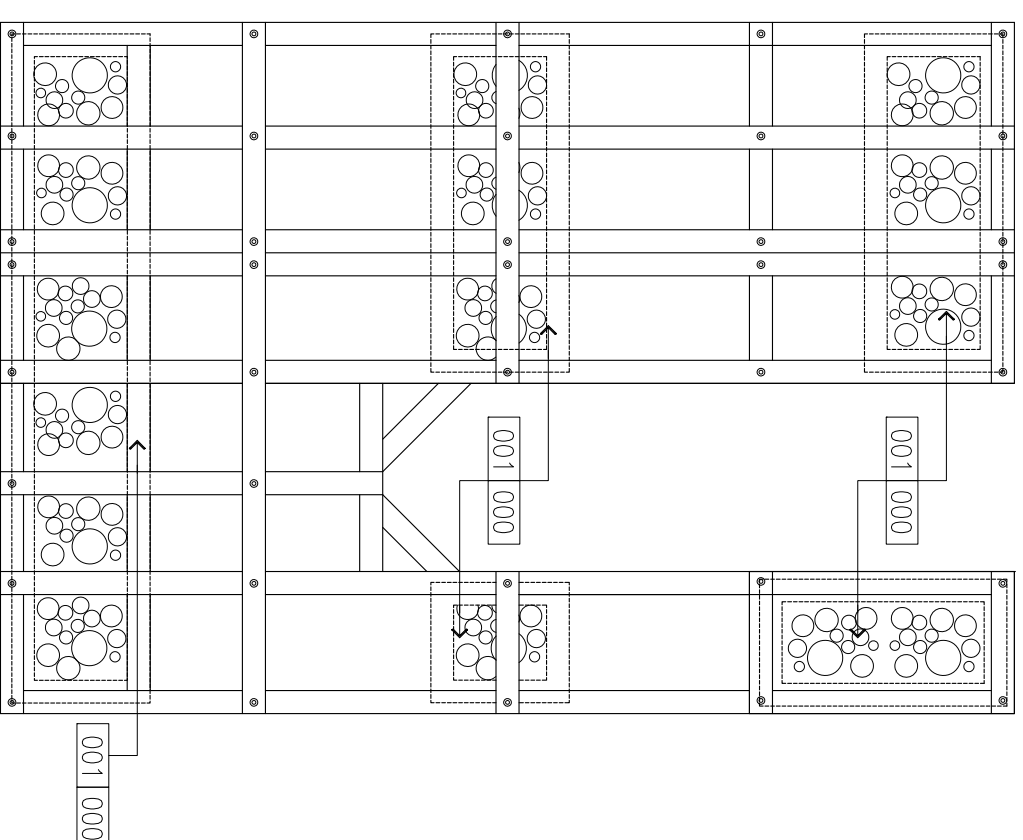
REMOVE THE VERANDA FLOOR DECKING. PROVIDE NEW WOOD DECKING MATCHING THE EXISTING.

005 ENLEVER POTEAU DE BOIS 140X140 DE LA VÉRANDA. FOURNIR NOUVEAU POTEAU DE BOIS TEL QU'EXISTANT.

REMOVE 140X140 VERANDA WOOD POST. PROVIDE NEW WOOD POST MATCHING THE EXISTING.

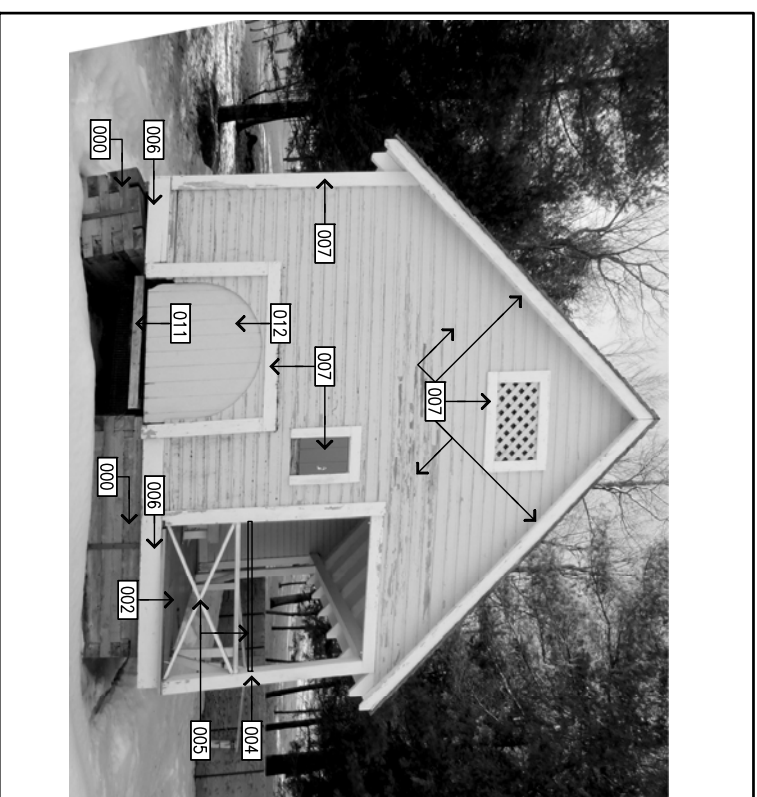
006 ENLEVER ET FOURNIR UN NOUVEAU GARDE CORP DE BOIS DE LA VÉRANDA. FOURNIR UN GARDE CORP ADDITIONNEL TEL QUE L'EXISTANT AU DESSUS DE CELUI-CI À UNE HAUTEUR DE 1070mm.

REMOVE AND PROVIDE NEW VERANDA GUARDRAILS AS PER THE EXISTING. PROVIDE ONE ADDITIONAL GUARDRAIL ABOVE THE EXISTING HEIGHT AT 1070mm.

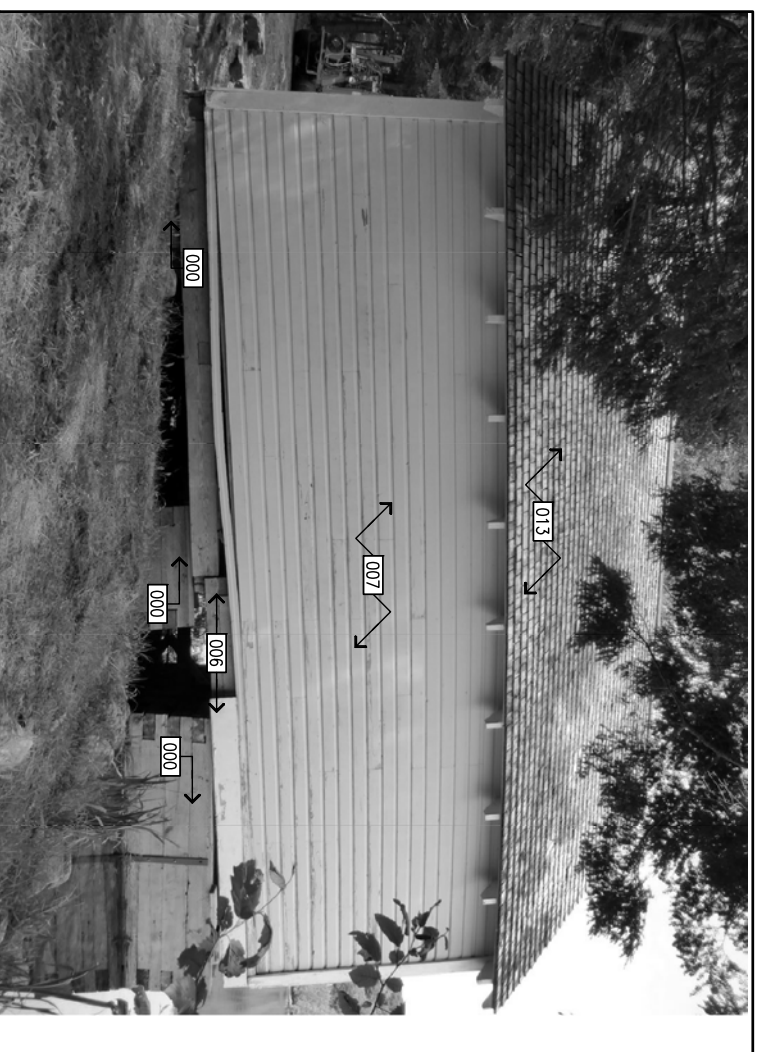




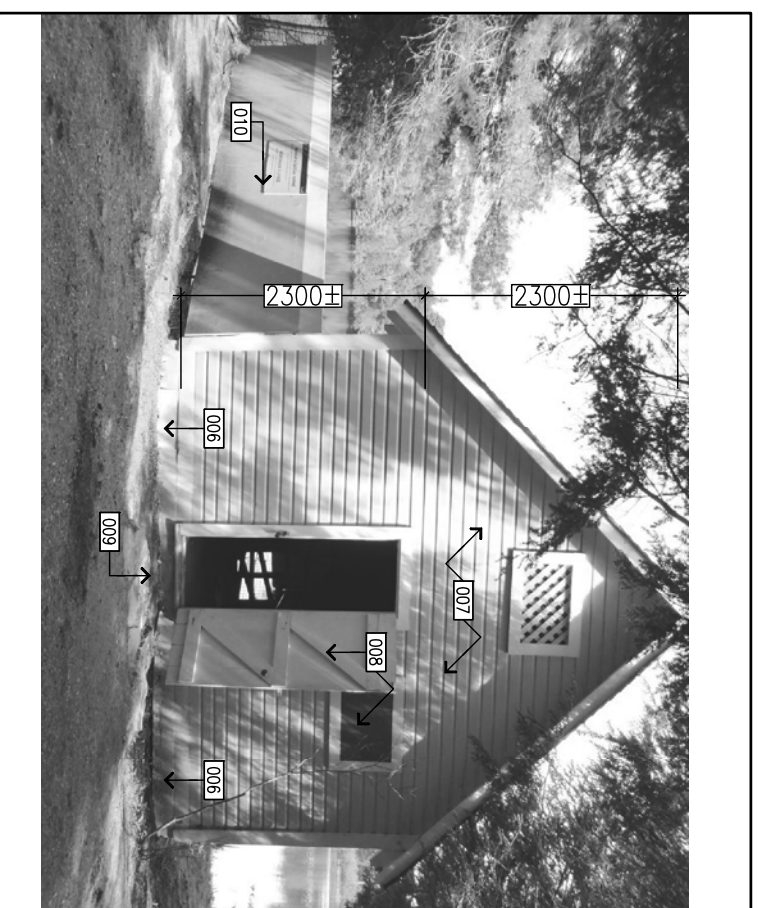
1 ELEV. OUEST - HANGAR À BATEAU / WEST ELEV. - BOATHOUSE
A-3 AUCUNE / NONE



2 ELEV. NORD - HANGAR À BATEAU / NORTH ELEV. - BOATHOUSE
A-3 AUCUNE / NONE



3 ELEV. EST - HANGAR À BATEAU / EAST ELEV. - BOATHOUSE
A-3 AUCUNE / NONE



4 ELEV. SUD - HANGAR À BATEAU / SOUTH ELEV. - BOATHOUSE
A-3 AUCUNE / NONE

NOTES DE DESSINS / DRAWING NOTES

- 000 STABILISATION DE FONDATIONS A L'AIDE DE PIEUX VISSÉS PAR FOURNISSEUR SPÉCIALISÉ. VOIR SECTION 01 21 00 ALLOCATION. L'ENTREPRENEUR GÉNÉRAL DOIT ENLEVER TOUS LES CAISSONS EN BOIS ET LES PIERRES SUITE A L'ATTESATION DE FIN DE TRAVAIL PAR TECHNO-PIEUX. NEW HELICAL PILE FOUNDATION BY SPECIALIZED CONTRACTOR. SEE SECTION 01 21 00 ALLOWANCE. GENERAL CONTRACTOR TO REMOVE ALL TIMBER CRIBS AND STONES AFTER POSTS ARE DRIVEN IN, FOLLOWING WORK BY HELICAL PILE INSTALLER.
- 001 ENLEVER SONOTUBES DE BÉTON ET MAIN COURANTE DE BOIS. REMOVE CONCRETE SONOTUBES AND WOOD RAIL.
- 002 ENLEVER LE PONTAGE DE BOIS EMBOUVETER DE LA VÉRANDA. FOURNIR NOUVEAU PONTAGE DE BOIS EMBOUVETÉ TEL QU'EXISTANT. REMOVE THE VERANDA FLOOR DECKING. PROVIDE NEW WOOD DECKING MATCHING THE EXISTING.
- 003 ENLEVER LE BANC POUR LES TRAVAUX DE VÉRANDA ET REMETTRE EN PLACE UNE FOIS LES TRAVAUX COMPLÈTES. REMOVE AND STORE THE BENCH DURING THE VERANDA WORK. REINSTALL UPON COMPLETION.
- 004 ENLEVER LE POTEAU DE BOIS 140X140 DE LA VÉRANDA. FOURNIR NOUVEAU POTEAU DE BOIS TEL QU'EXISTANT. REMOVE THE 140X140 VERANDA POST. PROVIDE NEW WOOD POST MATCHING THE EXISTING.
- 005 ENLEVER LE GARDE-CORPS DE BOIS DE LA VÉRANDA. FOURNIR NOUVEAU GARDE-CORPS DE BOIS TEL QU'EXISTANT. FOURNIR SECOND GARDE CORPS AU DESSUS DE L'EXISTANT A UNE HAUTEUR DE 1070mm. REMOVE THE VERANDA GUARDRAILS. PROVIDE NEW GUARDRAILS MATCHING THE EXISTING. PROVIDE A SECOND GUARDRAIL INSTALLED AT1070mm.
- 006 ENLEVER PLANCHES DE RIVE. FOURNIR NOUVELLE PLANCHES DE RIVE DE 25X250mm. FOND DE CLOUAGE REQUIS. REMOVE RIM BOARD. PROVIDE NEW 25X250mm RIM BOARD WITH REQUIRED BACKING.
- 007 AUX MURS EXTÉRIEURS, ENLEVER LES PLANCHES DE REVÊTEMENT ET MOULURES. REDRESSER LA STRUCTURE ET FOURNIR UN RENFORT DIAGONALE 19X89 ENGASTRÉ DANS LE CÔTÉ EXTÉRIEUR DES MURS A POTEAUX. FOURNIR NOUVELLES MOULURES ET NOUVEAU REVÊTEMENT EMBOUVETÉ DE PROFILÉ ET ÉPAISSEUR IDENTIQUE À L'EXISTANT. PRÉ-PENDEE LES PLANCHES ET MOULURES AVANT L'INSTALLATION. ON ALL EXTERIOR WALLS REMOVE ALL WOOD CLADDING. STRAIGHTEN THE STRUCTURE AND PROVIDE 19X89 DIAGONAL BRACING RECESSED INTO THE EXTERIOR SIDE OF EACH STUD WALL. PROVIDE NEW TRIM AND HORIZONTAL T&G CLADDING OF IDENTICAL PROFILE AND THICKNESS AS EXISTING ON EACH WALL. PRE-PAINT BOARDS AND TRIM PRIOR TO INSTALLATION. NOUVELLE FINITION DE PEINTURE SUR TOUT LES AUTRES ÉLÉMENTS DE BOIS EXTÉRIEURES DU HANGAR À BATEAU. SCRAPE AND SAND. PROVIDE NEW PAINT FINISH ON ALL OTHER EXTERIOR WOOD ELEMENTS OF BOATHOUSE.
- 009 VOIR PLAN D'ARCHITECTURE DE PAYSAGE POUR NOUVEAU TRAVAUX AUX ENTRÉES. SEE LANDSCAPE PLAN FOR NEW WORK AT ENTRANCES.
- 010 ENLEVER PALISSADE DE PROTECTION. REMOVE PROTECTION HOARDING.
- 011 FIXER EN PLACE CADRE DE GRILLAGE SUITE AUX TRAVAUX À LA SATISFACTION DU REPRESENT DE LA CCN. SECURE PROTECTION MESH FRAME BACK IN PLACE TO SATISFACTION OF NCC REPRESENTATIVE.
- 012 REMPLACER REVÊTEMENT DE PLANCHES VERTICAL EMBOUVETÉ TEL QUE L'EXISTANT. REPLACE VERTICAL T&G BOARD TO MATCH EXISTING.
- 013 BARDEAUX DE CÈDRE EXISTANT, DEMEURER INTACT. EXISTING ROOF SHINGLES TO REMAIN.

no.	description	date
5	POUR SOUMISSION - TENDER	2017-07-07
4	RÉVUSÉ - REVISED	2017-06-26
3	REVUE - REVIEW 100%	2016-03-29
2	REVUE - REVIEW 99%	2016-01-26
1	REVUE - REVIEW 50%	2015-07-03

REHABILITATION DU HANGAR À BATEAU
- KINGSWOOD -
BOATHOUSE REHABILITATION

drawing
dessin
HANGAR À BATEAU
ÉLEVATIONS
BOATHOUSE
ELEVATIONS

approved by	T.L.
approved par	T.L.
designed by	S.T.
designé par	S.T.
drawn by	S.T.
dessiné par	S.T.
date	2016-06-22
scale	échelle
NCC project no.	no. du projet de la CCN
sheet no.	no. de la feuille
DC3070-14	

- NOTE:
- ALL DAMAGED AREAS DURING CONSTRUCTION SHOULD BE REPAIRED AND RENESTATED WITH THE GATINEAU PARK SEED MIX ONLY.
 - TOUTES LES ZONES ENDOMMAGÉES LORS DE LA CONSTRUCTION DOIVENT ÊTRE RÉPARÉES ET RETABLIS AVEC LE MÉLANGE DE GRANES DU PARC DE LA GATINEAU

Issued or revised
émis ou révisé

no.	description	date
1	REVUE - REVIEW 50%	2015-07-03
2	REVUE - REVIEW 99%	2016-01-26
3	REVUE - REVIEW 100%	2016-03-29
4	REVUSÉ - REVUSÉ	2017-06-26
5	POUR SOUMISSION - TENDER	2017-07-07

REHABILITATION DU HANGAR À BATEAU
- KINGSWOOD -
BOATHOUSE REHABILITATION

drawing
dessin

PLAN DAMÉNAGEMENT
HANGAR À BATEAU

LANDSCAPE LAYOUT
BOATHOUSE

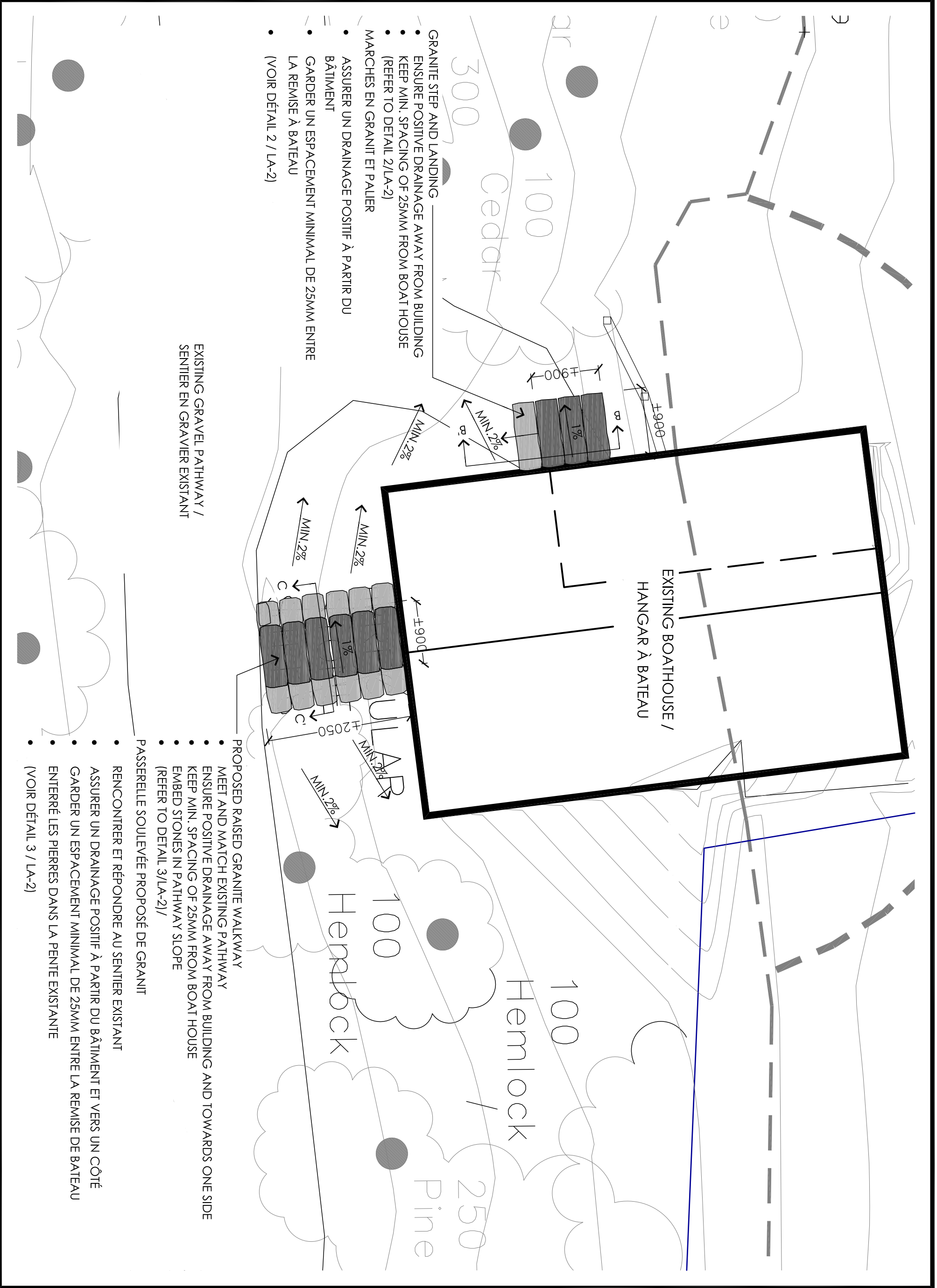
approved by S.T.
approuvé par

designed by S.D.
conçu par

drawn by S.D.
dessiné par

date 2015-10-10
scale 1:30
échelle

NCC project no. sheet no.
no. du projet de la CCN no. de la feuille
DC3070-14 LA-01



- GRANITE STEP AND LANDING
- ENSURE POSITIVE DRAINAGE AWAY FROM BUILDING
 - KEEP MIN. SPACING OF 25MM FROM BOAT HOUSE (REFER TO DETAIL 2/LA-2)
 - MARCHES EN GRANIT ET PALIER
 - ASSURER UN DRAINAGE POSITIF À PARTIR DU BÂTIMENT
 - GARDER UN ESPACEMENT MINIMAL DE 25MM ENTRE LA REMISE À BATEAU
 - (VOIR DÉTAIL 2 / LA-2)

EXISTING GRAVEL PATHWAY /
SENTIER EN GRAVIER EXISTANT

- PROPOSED RAISED GRANITE WALKWAY
- MEET AND MATCH EXISTING PATHWAY
 - ENSURE POSITIVE DRAINAGE AWAY FROM BUILDING AND TOWARDS ONE SIDE
 - KEEP MIN. SPACING OF 25MM FROM BOAT HOUSE
 - EMBED STONES IN PATHWAY SLOPE (REFER TO DETAIL 3/LA-2)/
 - PASSERELLE SOULEVÉE PROPOSÉ DE GRANIT
 - RENCOUNTER ET RÉPONDRE AU SENTIER EXISTANT
 - ASSURER UN DRAINAGE POSITIF À PARTIR DU BÂTIMENT ET VERS UN CÔTÉ
 - GARDER UN ESPACEMENT MINIMAL DE 25MM ENTRE LA REMISE DE BATEAU
 - ENTERRÉ LES PIERRES DANS LA PENTE EXISTANTE
 - (VOIR DÉTAIL 3 / LA-2)

- NOTE:
- ALL DAMAGED AREAS DURING CONSTRUCTION SHOULD BE REPAIRED AND REINSTATED WITH THE GATINEAU PARK SEED MIX ONLY.
 - TOUTES LES ZONES ENDOMMAGÉES LORS DE LA CONSTRUCTION DOIVENT ÊTRE RÉPARÉES ET RETABLIS AVEC LE MELANGE DE GRANÈS DU PARC DE LA GATINEAU

Issued or revised
émis ou révisé

no.	description	date
1	REVUE - REVIEW 50%	2015-07-03
2	REVUE - REVIEW 99%	2016-01-26
3	REVUE - REVIEW 100%	2016-03-29
4	RÉVISÉ - REVISED	2017-06-26
5	POUR SOUMISSION - TENDER	2017-07-07

REHABILITATION DU HANGAR À BATEAU
- KINGSWOOD -
BOATHOUSE REHABILITATION

drawing
dessin

DÉTAIL DAMÉNAGEMENT
HANGAR À BATEAU

LANDSCAPE DETAIL
BOATHOUSE

approved by S.T.

approved par S.T.

designed by S.D.

conçu par S.D.

drawn by S.D.

dessiné par S.D.

date 2015-10-10

NCC project no.

no. du projet de la CCN

sheet no.

no. de la feuille

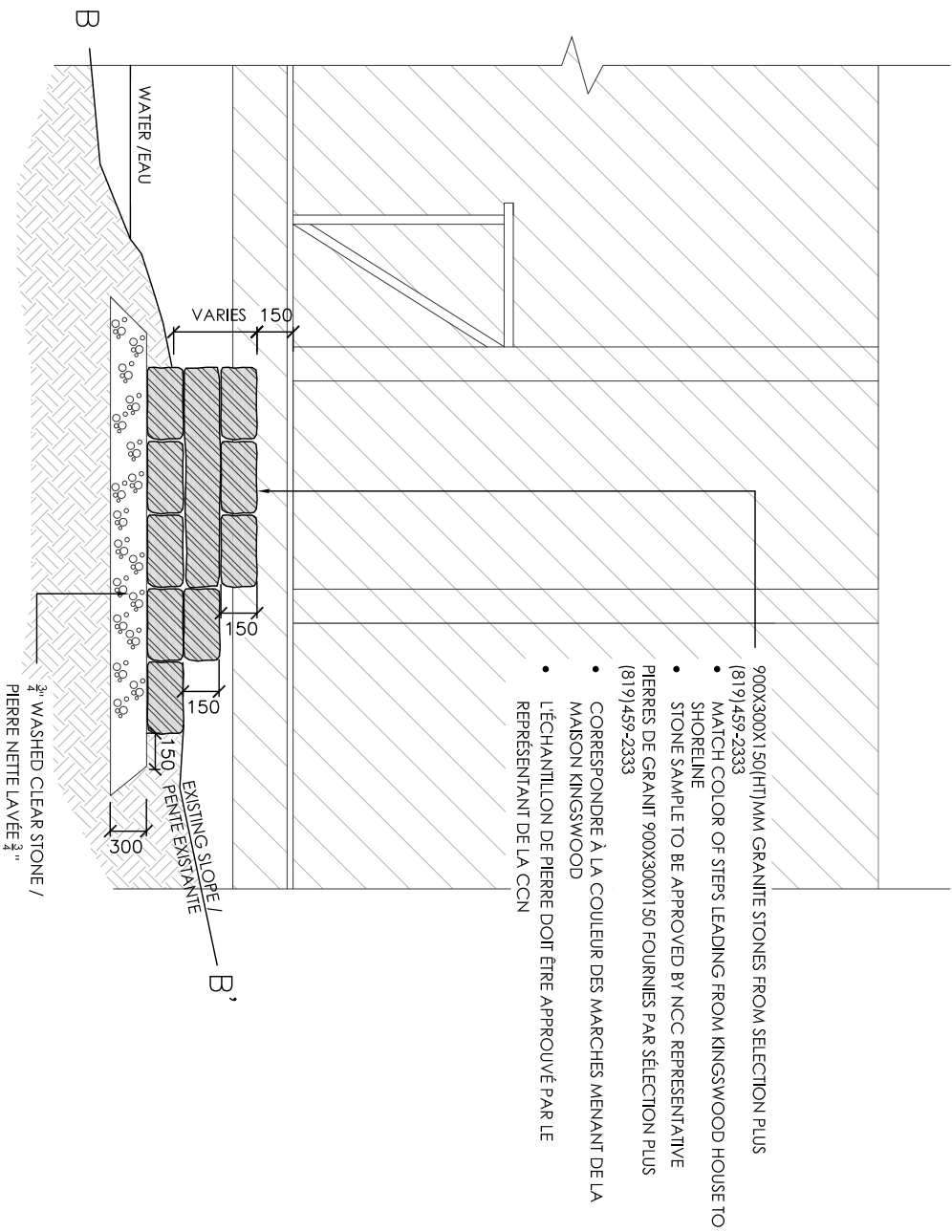
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INDIQUÉE / SHOWN

DC307/14

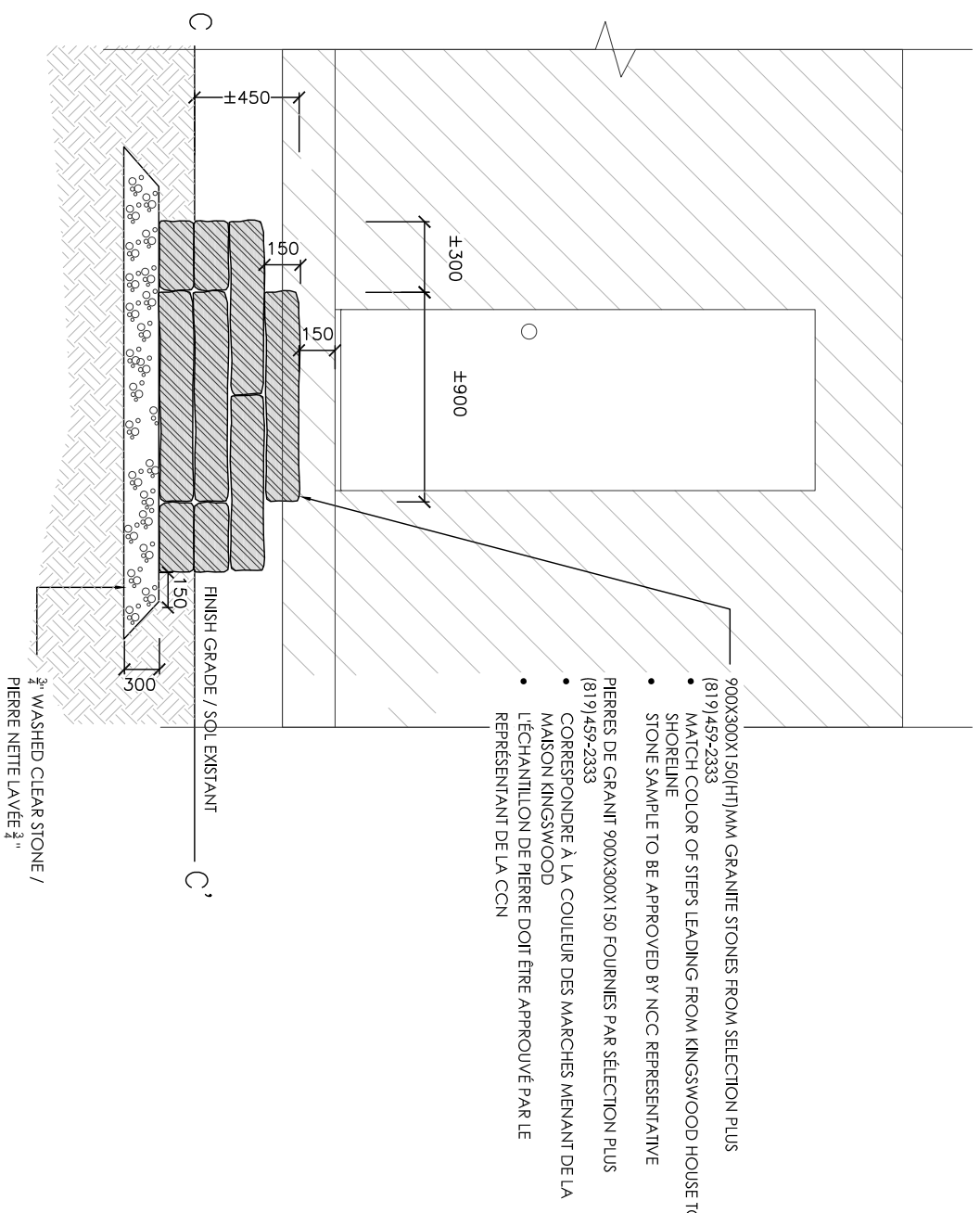
LA-02

1 MARCHE DE GRANIT - COUPE B-B'
GRANITE STEP DETAIL - SECTION B-B'



- 900X300X150(H)MM GRANITE STONES FROM SELECTION PLUS (819)459-2333
- MATCH COLOR OF STEPS LEADING FROM KINGSWOOD HOUSE TO SHORELINE
- STONE SAMPLE TO BE APPROVED BY NCC REPRESENTATIVE
- PIERRES DE GRANIT 900X300X150 FOURNIES PAR SÉLECTION PLUS (819)459-2333
- CORRESPONDRE À LA COULEUR DES MARCHES MENANT DE LA MAISON KINGSWOOD
- L'ÉCHANTILLON DE PIERRE DOIT ÊTRE APPROUVÉ PAR LE REPRÉSENTANT DE LA CCN

2 PASSERELLE SOULEVÉE - COUPE C-C'
RAISED WALKWAY DETAIL - SECTION C-C'



- 900X300X150(H)MM GRANITE STONES FROM SELECTION PLUS (819)459-2333
- MATCH COLOR OF STEPS LEADING FROM KINGSWOOD HOUSE TO SHORELINE
- STONE SAMPLE TO BE APPROVED BY NCC REPRESENTATIVE
- PIERRES DE GRANIT 900X300X150 FOURNIES PAR SÉLECTION PLUS (819)459-2333
- CORRESPONDRE À LA COULEUR DES MARCHES MENANT DE LA MAISON KINGSWOOD
- L'ÉCHANTILLON DE PIERRE DOIT ÊTRE APPROUVÉ PAR LE REPRÉSENTANT DE LA CCN