

NCC Tender File #	AL1751A
Project Description	Portage Bridge - Surface repairs
Site Visit	None scheduled
Closing date and time	Friday, August 3, 2018 at 3pm Ottawa time

RETURN TENDERS TO: National Capital Commission 40 Elgin Street, Security Office on the 2 nd floor Ottawa, ON K1P 1C7	NCC Tender Number AL1751A
	NCC Contract Number
TENDER CLOSING DATE AND TIME: Friday, August 3, 2018 at 3:00 p.m., Ottawa time	

DESCRIPTION OF WORK: Portage Bridge - Surface repairs
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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 \$ _____

OHST – 13% \$ _____

TOTAL \$ _____

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The tender shall not be withdrawn for a period of 60 days following the date and time of tender closing.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 AL1751A

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 on or before September 30, 2018.

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 (excluding taxes) and the Estimated Total Price (excluding taxes) must be entered for each item listed;
- (c) the Price per Unit (excluding taxes) as tender governs in calculating the Total Estimated Amount, and any errors in the extension of the Price per Unit (excluding taxes) 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 Total Estimated Amount from the Unit Price Table to item 2 – THE OFFER of this Invitation to Tender & Acceptance Form

			A	B	C = A x B
No.	Description	UOM	Qty	Unit Price	Total
1	Mobilization and Demobilisation	LS	1		
2	Construct, maintain and remove fenced construction depots including reinstatements (contaminated sites)	LS	1		
3	Implement all vehicular traffic controls, signage and protection	LS	1		
4	Implement all pedestrian traffic controls and signage	LS	1		
5	Implement all bicycle traffic control and signage	LS	1		
6	Implement all Required Protection for Pedestrians	LS	1		

7	Remove asphalt full depth and reinforced concrete aprons from top of waterproofing on structures.	m	900		
8	Remove 150 mm of concrete from top of aprons on approach slabs.	m	130		
9	Overlay 100 mm the aprons	m	130		
10	Saw off full depth and remove monolithic aprons along median on grade.	m	760		
11	Remove waterproofing and protection board along sidewalk and median on structures for re-waterproofing, incl. provision for protection for overlap with new waterproofing	LS	1		
12	Remove waterproofing locally on structures where partial depth removals and repairs will be required.	m2	40		
13	Remove concrete in sidewalks and bicycle path and medians and under cover plates of expansion joints	m2	40		
14	Partial depth concrete removals on structures and approach slabs	m2	40		
15	Remove cover plate of expansion joint over bicycle path at north end of Portage Bridge	LS	1		
16	Remove cover plate of expansion joint over bicycle path at south end of Portage Bridge	LS	1		
17	Remove asphalt full depth on proposed HOV lane on grade (155 mm in average). SBL HOV Lane will be relocated from median lane to the west sidewalk.	LS	1		
18	Mill 90 mm of asphalt outside of proposed HOV lane on grade	LS	1		
19	Mill 50 mm of asphalt on structures and approach slabs.	LS	1		
20	Remove asphalt full depth and adjoining concrete for manholes in roadway on grade.	each	3		
21	Excavate granular base on proposed HOV lane on grade	LS	1		
22	Place the granular for adjusting the manholes on grade.	tonne	10		
23	Install new modified cover plates on east side over bicycle path on north and south expansion joints on Portage Bridge, incl. bolts inserts.	LS	1		
24	Adjust manholes on grade incl. concrete work and new adjustment rings.	each	3		
25	Adjust single catchbasins on grade, incl. concrete work and new adjustment rings.	each	10		

26	Adjust double catchbasins on grade, incl. concrete work and new adjustment rings.	each	4		
27	Partial depth concrete repairs on structures, approach slabs, sidewalks and bicycle path and medians and under cover plates of expansion joints (rapid set/proprietary).	m2	80		
28	Reinstate waterproofing in all areas along sidewalks and median on structures that existing waterproofing on structures was removed including lapping with existing and installation of protection board.	LS	1		
29	Reinstate waterproofing in all areas of partial depth repairs on structures including lapping with existing waterproofing.	m2	85		
30	Install Denso Band.	m	125		
31	Place Granular B in roadway base.	tonne	1060		
32	Place Granular A in roadway	tonne	560		
33	Place binder asphalt (low and intermediate)	tonne	765		
34	Place top course asphalt on structures and grade	tonne	1260		
35	Construct step joint in asphalt at the south end of the asphalt resurfacing.	m	38		
36	Tack coat.	m2	17000		
37	Temporary and permanent pavement markings.	LS	1		
38	Temporary Drainage	LS	1		
39	Flexible bicycle bollards	each	156		
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 issued, 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



INVITATION TO TENDER & ACCEPTANCE FORM

NCC Tender Number AL1751A

NCC Contract Number

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 sub-contractors:

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).	Veillez 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).
Mail or fax to: Procurement Services National Capital Commission 202-40 Elgin Street Ottawa, ON K1P 1C7 Fax: (613) 239-5007	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) No site visit scheduled.

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 emailing the Sr. Contract Officer, Sr. Contract Officer, Allan Lapensée e-mail address – allan.lapensee@ncc-ccn.ca .

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 3, 2018 at 3:00pm](#) Ottawa time 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
 - GC1.1.2 Terminology
 - GC1.1.3 Application of Certain Provisions
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- GC1.14 AGREEMENTS AND AMENDMENTS
- GC1.15 SUCCESSION
- GC1.16 ASSIGNMENT
- GC1.17 NO BRIBE
- GC1.18 CERTIFICATION - CONTINGENCY FEES
- GC1.19 INTERNATIONAL SANCTIONS

GC1.1 INTERPRETATION

GC1.1.1 Headings and References

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

GC1.1.2 Terminology

- 1) In the Contract

"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)					

<p>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.</p>	<p>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.</p>
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_____ 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.

NCC/CCN PROJECT NO. 175

**PORTAGE BRIDGE - SURFACE REPAIRS
AND CYCLE TRACK IMPROVEMENTS/
PONT DU PORTAGE - RÉPARATION DU
REVÊTEMENT DE CHAUSSÉE ET
AMÉLIORATION DE LA BANDE CYCLABLE**

CONTRACT SPECIFICATIONS/
SPÉCIFICATIONS DU CONTRAT

PROJECT DATE: JULY 2018/
DATE DU PROJET: JUILLET 2018

Part 1 General

1.1 ENGINEERING SEALS

.1 Design and Check Engineer



Hui Liu, P. Eng.



Felix Wasiewicz, P. Eng.

Part 2 Products

2.1 NOT USED

.1 Not Used

Part 3 Execution

3.1 NOT USED

.1 Not Used

END OF SECTION

1.1 List of Specifications

.1 Division 00

Section Number	Section Title	No. of Pages
00 00 00	Specification Title Sheet	1
00 01 07	Professional Seals Page	1
00 01 10	Table of Contents	3

.2 Division 01

Section Number	Section Title	No. of Pages
01 11 00	Summary of Work	14
01 14 00	Work Restrictions	2
01 14 25	Designated Substances Report	1
01 32 16.07	Construction Progress Schedule - Bar (Gantt) Chart	3
01 33 00	Submittal Procedures	5
01 35 29	Health and Safety Requirements	4
01 35 43	Environmental Procedures	5
01 45 00	Quality Control	2
01 52 00	Construction Facilities	3
01 55 26	Traffic Control	2
01 56 00	Temporary Barriers and Enclosures	2
01 74 11	Cleaning	2
01 74 21	Construction/Demolition Waste Management and Disposal	2

.3 Division 02

Section Number	Section Title	No. of Pages
02 41 13	Selective Site Demolition	5

.4 Division 03

Section Number	Section Title	No. of Pages
03 30 00	Cast-in-Place Concrete	5

.5 Division 05

Section Number	Section Title	No. of Pages
05 50 00	Metal Fabrications	4

.6 Division 31

Section Number	Section Title	No. of Pages
31 05 16	Aggregate Materials	3
31 23 33.01	Excavating, Trenching and Backfilling	5

.7 Division 32

Section Number	Section Title	No. of Pages
32 11 16.01	Granular Sub-Base	3
32 12 13.16	Asphalt Tack Coat	4
32 12 16.16	Road Mix Asphalt Paving	2
32 15 60	Roadway Dust Control	1

.8 Division 34

Section Number	Section Title	No. of Pages
34 71 13.22	Flexible Bicycle Bollards	2

.9 Appendices

Appendix
Basic Project Mitigation Measures

1.2 List of Drawings

Drawing Number	Drawing Title
00	Cover Sheet
01	Overall Site Plan
02	Removals Plan - North Half
03	Removals Plan - South Half
04	Sections - Removals
05	Section and Details -Removals
06	Reconstruction Plan -North Half
07	Reconstruction Plan - South Half
08	Sections -Reconstruction
09	Section and Details -Reconstruction
10	Main Bridge Approach Slabs
11	Expansion Joint and Sidewalk Repairs Details
12	Pavement Marking
13	Pedestrian/Cyclist Detour Plan
14	Suggested Staging – Stage 1 – Plan 1
15	Suggested Staging – Stage 1 – Plan 2
16	Suggested Staging – Stage 1 – Plan 3

17	Suggested Staging – Stage 1 – Typical Sections
18	Suggested Staging – Stage 2 – Plan 1
19	Suggested Staging – Stage 2 – Plan 2
20	Suggested Staging – Stage 2 – Plan 3
21	Suggested Staging – Stage 2 – Typical Sections
22	Suggested Staging – Stage 3 – Southbound
23	Suggested Staging – Stage 3 – Northbound

END OF SECTION

Part 1 General

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- .1 Work under this Contract comprises generally of concrete apron removals, roadway asphalt partial depth and full depth removals and repaving, HOV (High Occupancy Vehicle) lane subgrade repairs, and roadway drainage system reconstruction and adjustment as well as repairs to cover plates of the expansion joints
- .2 The Portage Bridge Complex is owned and operated by the NCC. The crossing spans the Ottawa River, linking Gatineau, Quebec on the north shore to Ottawa, Ontario on the south shore. Separate legislative requirements for work on Quebec and Ontario side applies and Contractor has to be allowed to work in both Provinces. The provincial border straddles across mid-width of the Ottawa River over the Main Channel Bridge (commonly known as Portage Bridge)
- .3 The work also includes concrete removals, roadway asphalt repairs, roadway subgrade repairs, roadway drainage system adjustment, environmental provisions and pedestrian, vehicular and bicycle traffic control.
- .4 Due to timing limitations and severe traffic lane closure restrictions the Contractor is advised of the need for multi-shifts, night shifts and work on weekends and only Contractors that are capable of accepting and accommodating such imposed restrictions shall bid on the project.
- .5 The project principal purpose is to resurface, however it is expected that concrete repairs and other repairs will be required in areas that are more of bridge repair project as the asphalt removals and apron removals progresses and such repairs will need to be accommodated and executed rapidly.
- .6 Contractor will be required to act immediately and be accommodating as variable surface conditions are detected during work.
- .7 Contractor shall be advised that this is a high visibility and exposure project that will require degree of accuracy with no deviation from tolerances and very particular and meticulous attention to details to ensure presentability of completed project.
- .8 In order to ensure that none of the most important factor is missed these are summarized for general information of Contractor only.
 - .1 Quality Control such as gradation testing of granular, asphalt testing, concrete testing, compaction testing, painting testing will be carried out by the Commission.
 - .2 Very limited storage, depot areas are available due to site sensitivities and public relations. Access will be very difficult.
 - .3 The ducts are in one flat single row in the east sidewalk and immediately behind the reinforcing in the curb and immediately under the cover plates of expansion joints. Caution will be required to ensure that ducts and utilities are not damaged.
 - .4 The concrete to be Class C-1 exposure providing min. tested strength of 35 MPa at 28 days.

- .5 Hot weather protection is to be implemented for all concrete placement.
- .6 The cold weather protection shall not be required as the project is to be completed in summer.
- .7 Due to short tendering and rapid planned construction an attempt was made to itemize work. In case of unlikely need for modification/extension of work drawing upon Items already in Contract will be implemented. In a number of instances the construction details are not fully confirmed and only possible to verify once removals are commenced. This includes the apron of EB Eddy structure and granite curbs and possibly granite curb and apron over Parking Garage approach slabs.
- .8 All other structural steel on this project to be hot dip galvanized.
- .9 Due to timing limitations and severe traffic lane closure restrictions the Contractor is advised of the need for multi-shifts, night shifts and work on weekends. It is mandatory that only Contractors that are capable of accepting and accommodating such imposed restrictions shall bid on the project.
- .10 The following mock up are required and listed. In general, the mock ups will be constructed as part of the work. Other mock-up may be requested by Engineer. All payment for mock-ups to be part of the payment for specific Item of work for which mock-ups are required.
 - .1 Old Waterproofing removal
 - .2 Lap of new waterproofing to old.
 - .3 New waterproofing installation
- .11 The following but not limited submissions will re required. Other submissions may be listed separately in Contract provisions, drawings and General Conditions as well as federal regulations and specific NCC Procedures and where no special provisions are provided the common industry standards to be followed. All costs of submissions are to be included in appropriate related tender Items and in case of submission of general nature such as health and safety and environmental to be included in the Mobilize/Demobilize Component of the Price:
 - .1 Site Specific Health and Safety plan
 - .2 Erosions and sediment control plan
 - .3 Environmental protection plan
 - .4 Traffic control plans
 - .5 Pedestrian control and protection plan
 - .6 Bicycle traffic control and protection plan
 - .7 Survey of cover plate on east sidewalk of Portage Bridge for replacement
 - .8 Concrete mixes designs for all applications
 - .9 Cementitious proprietary patching materials proposed
 - .10 Waterproofing, protection board and tack coat for waterproofing
 - .11 Asphalt mixes for binder and top courses.
 - .12 Tack coat for asphalt
 - .13 Asphalt paving procedures, incl. equipment, pavers, rollers, asphalt transfer vehicles
 - .14 Catch basins covers and adjustment rings
 - .15 Manholes adjustment rings

- .16 Granular A, B Type II gradation
- .17 Line painting materials
- .18 Temporary Drainage procedures
- .19 Cover plates on Portage bridge expansion joints on the bicycle portion of the sidewalk.
- .20 Survey and record of pavement markings for reinstatement

1.2 CONTRACT METHOD

- .1 Construct Work under combined price contract.

1.3 DOCUMENTS REQUIRED

- .1 Maintain at job site, one copy each document as follows:
 - .1 Contract Drawings.
 - .2 Specifications.
 - .3 Addenda.
 - .4 Reviewed Shop Drawings.
 - .5 List of Outstanding Shop Drawings.
 - .6 Change Orders.
 - .7 Other Modifications to Contract.
 - .8 Field Test Reports.
 - .9 Copy of Approved Work Schedule.
 - .10 Health and Safety Plan and Other Safety Related Documents.
 - .11 Ministry of Labour Notice of Project.
 - .12 Set of Red-inked as-built drawings updated at all times.
 - .13 Other documents as specified.

1.4 SITE RESTORATION

- .1 At completion of operations condition of existing work: as specified and equal to or better than that which existed before new work started.

1.5 PRECEDENCE

- .1 These specifications takes precedence on all other technical specifications.

1.6 TENDER TEMS

- .1 It is expected that the project will be executed by a qualified and experienced bridge builder. For Items of work that have no special provisions attached, the standard MTO Policy specifications (Ontario Provincial Standards Specifications) are to be followed as amended in the project and specifically:
 - .1 Waterproofing and protection board, preparation and application: OPSS 914
 - .2 Asphalt work OPSS MUNI. 310
 - .3 Catchbasins grates and adjustment rings: City of Ottawa Standards
 - .4 Adjustment rings for manholes: City of Ottawa Standards

- .5 Pavement Markings OPSS 710
 - .6 Expansion Joints OPSS 920
 - .7 Equivalent to specified in Contract as per MTQ standards will be considered for work on Ontario side as proposed by Contractor and reviewed and approved by Engineer
- .2 Item #1: Mobilize and Demobilize
- .1 Measurement for Payment of this Item will be: Lump Sum. Prorated as follows: paid 60% once fully mobilized and 40% once fully demobilize.
 - .2 Immediately upon award carry out full and complete utility locates in all areas of work and all areas that will be accesses and otherwise affected by Construction
 - .3 Include all costs associated with protection of utilities and ducts in Items of work that will be affected by presence of utilities
- .3 Item #2: Construct, maintain and remove fenced construction depots including reinstatements.
- .1 Measurement for Payment of this Item will be: Lump Sum. Prorated as follows: paid 40% once constructed, 40% prorated over work duration and 20 % once removed.
 - .2 The areas northwest of Garden of the Provinces and limited area at West side of Victoria Island will be made available to contractor for small construction depots. All affected grassy areas to be reinstated with top soil and sod and maintained and watered until establishment and all other surfaces to be reinstated to original or better conditions to satisfaction of Engineer.
- .4 Item #3: Implement all vehicular traffic controls, signage and protection.
- .1 Measurement for Payment of this Item will be: Lump Sum. Prorated as follows: paid 30% once the traffic control commences, 10% once fully removed and the remainder prorated over contract duration.
 - .2 The responsibility for staging the work, traffic control and protection of workers shall be as required for compliance with applicable MOL Ontario and Quebec regulations as well as limitations in lanes closure specified in Contract. The use of temporary concrete barriers and end treatments shall be limited due to implications of a need to execute the project on a very expediated rate and short construction duration that will require multi-shifts and night work.
 - .3 Contractor upon award shall supply a complete and full traffic control plan, workers safety plan and protection plan and general structural approach to work.
 - .4 Roadway dust control is required as per 32 15 60.
 - .5 All submissions to be signed and sealed by Professional Engineer in Ontario and Professional Engineer in Quebec, except where submissions are not related to overlapping controls in both Provinces when only stamp from applicable Province is required
 - .6 The traffic controls on approaches to the Portage crossing from Quebec side will need to be to Quebec standards until the mid-length of Portage Main Bridge where the traffic control needs to change to Ontario Standards

- .7 The double traffic turning lanes from Laurier-Taché westbound onto Portage will need to be tapered down to one lane as per Quebec standards when two lanes are closed in the southbound direction on the crossing unless the work area where the two lanes closure occurs further south on the Ottawa side and there is sufficient room for separation of traffic controls and tapers as per the Contractor's schedule of work
- .8 The westbound traffic from Wellington Street will require the reduction of two turning lanes onto Portage to one turning lane onto Portage while retaining the HOV Lane. This will be accomplished by closing off the tapered second lane that starts approximately 150 m from intersection. There is no other possibility here and there will be a lane of regular traffic and buses side by side entering the Portage crossing from Wellington. To reduce the traffic to a single lane only would required the closure of the HOV Lane and this will not be acceptable to OC Transpo or the STO.
- .5 Item #4: Implement all pedestrian traffic controls and signage.
 - .1 Measurement for Payment of this Item will be: Lump Sum. Prorated as follows: paid 30% once the traffic control commences, 10% once fully removed and the remainder prorated over contract duration.
 - .2 Provide all required signage, delineation and devices as required to direct and control pedestrian traffic in the work area.
 - .3 Contractor upon award shall supply a complete and full traffic control plan, workers safety plan and protection plan and general structural approach to work.
 - .4 Special provisions including timing of work will need to be implemented to accommodate the work on expansion joints and concrete repairs to assure that pedestrian traffic is maintained
- .6 Item #5: Implement all bicycle traffic control and signage.
 - .1 Measurement for Payment of this Item will be: Lump Sum. Prorated as follows: paid 30% once the traffic control commences, 10% once fully removed and the remainder prorated over contract duration.
 - .2 Provide all required signage, delineation and devices as required to direct and control bicycle traffic in the work area
 - .3 Contractor upon award shall supply a complete and full traffic control plan, workers safety plan and protection plan and general structural approach to work.
 - .4 Special provisions including timing of work will need to be implemented to accommodate the work on expansion joints and concrete repairs to assure that bicycle traffic is maintained
- .7 Item #6: Implement all required protection for pedestrians.
 - .1 Measurement for Payment of this Item will be: Lump Sum, prorated as follows: 30% once the protection provision commences and the remainder prorated over contract duration.
 - .2 The pedestrians will be utilizing the east sidewalk along the railing and walking nearby construction activities. Contractor shall provide all necessary physical barricades to assure separation as well as all required protection to pedestrians

from all construction activities and risks. The pedestrian traffic control and signage are paid separately

- .8 Items #7: Remove asphalt full depth and reinforced concrete aprons from top of waterproofing.
 - .1 Remove reinforced concrete aprons from top of waterproofing on Parking Garage.
 - .2 Remove reinforced concrete aprons from top of waterproofing on Bronson Channel Bridge.
 - .3 Remove reinforced concrete aprons from top of waterproofing on Portage Bridge
 - .4 Remove reinforced concrete apron from top of waterproofing on EB Eddy Overpass. This particular Tender Item may be replaced by scarification and overlay as it is possible that the exposed concrete aprons on E.B. Eddy Overpass structure are actually reinforced concrete monolithic with the bridge deck. The verification will need to be carried out as soon as possible and work will be paid under separate Items for Scarify.
 - .5 The work for the above Items includes:
 - .1 Measurement for Payment of these Items will be in linear metres of apron removal along the length of bridges
 - .2 The removals refer to reinforced concrete floating slab on top of waterproofing that despite this may be difficult to remove due to tightness and adherence to the concrete, asphalt and protection boards. The concrete apron is also locally in poor conditions and repaired in the past with concrete, asphalt and cold asphalt patching that all had to be removed as part of this work.
 - .3 The employed methodology and equipment will require to assure that the underlying concrete is not damaged and that the waterproofing is protected along edges on removals as necessary for overlap. The impact on asphalt binder course that will be retained outside of apron removals shall also be minimized.
 - .4 Engineer shall be advised immediately when deterioration of concrete in the deck under the apron is noted.
- .9 Items #8: Remove 150 mm of concrete from top of aprons on approach slabs.
 - .1 Remove 150 mm of concrete from top of aprons on approach slabs on Parking Garage.
 - .2 Remove 150 mm of concrete from top of aprons on approach slabs on Bronson Channel Bridge (north end only and except east side which is floating apron).
 - .3 Remove 150 mm of concrete from top of aprons on approach slabs on Portage Bridge.
 - .4 Remove 150 mm of concrete from top of aprons on deck and approach slabs on EB Eddy Overpass (south side only).
 - .5 The work for the above Items includes:
 - .1 Measurement for Payment of these Items will be in linear metres as measured along the bridges.

- .2 These aprons are structural and cannot be removed whole and will have to be removed with jackhammers and chipping hammers. The removals will be in presence of congested reinforcing that will be protected and adjusted for overlay. Utilize the jackhammers for the top 150 mm of removals and finish the removals with chipping hammers.
- .10 Items #9: Overlay 100 mm the aprons.
- .1 Overlay 100 mm with concrete aprons on approach slabs on Parking Garage (south side only, north side is Bronson Channel Bridge).
 - .2 Overlay 100 mm with concrete aprons on approach slabs on Bronson Channel Bridge (north end only, except east side).
 - .3 Overlay 100 mm with concrete aprons on approach slabs on Portage Bridge.
 - .4 Overlay 100 mm with concrete aprons on deck and approach slabs on EB Eddy bridge (south side and east side of structure). It is possible that this Item will be extended in quantity on account that the apron on the actual structure may be reinforced monolithic concrete with the deck and will need to be overlaid.
 - .5 The work for the above Items includes:
 - .1 Measurement for Payment of these Items will be in linear metres as measured along the bridges.
 - .2 The concrete will be placed in areas that were removed 150 deep but will be repaired only 100 thick to allow of placement of asphalt surface course on top of it. Utilize 13 mm aggregate and 35 MPa Class C-1 concrete for this application. As part of the work clean all exposed reinforcing steel by mechanical means and cut, bend and otherwise adjust as required to assure at least 50 mm cover to reinforcing steel and at least 15 mm space between rebar and underlaying concrete. Finish as bridge deck for waterproofing application. Wet cure for 4 days. Implement CSA sanctioned hot and cold weather protection.
- .11 Items #10: Saw off full depth and remove monolithic aprons on grade.
- .1 Saw off full depth and remove monolithic aprons along median on grade.
 - .2 Saw off full depth and remove monolithic apron along west sidewalk on grade.
 - .3 The work for the above Items includes:
 - .1 Measurement for Payment of these Items will be in linear metres of removals.
 - .2 Under these Items the Contractor will carry out full depth deep sawcut and remove the portion of reinforced concrete monolithic median while retaining and protecting the curbs. The sawcuts will be through the reinforcing steel.
- .12 Item #11: Remove waterproofing and protection board along sidewalk and median on structures for re-waterproofing, incl. provision for protection for overlap with new waterproofing.
- .1 Measurement for Payment for this Item; There will be no measurement for this Item as it will be paid by Lump Sum.

- .2 The removals are required on all structures as all structures in work area are waterproofed. The removals will require use of specialized equipment that will have wide spade like blades to minimize any damage and scarring of underlying concrete surface. Manual extensive labour will be required to provide a 150 mm lap of old waterproofing to allow lapping with new waterproofing. Following the removals only remnants that are in from of tightly adhered smears of waterproofing and discolouration should only be left on remaining concrete surface. The removals include also removals of waterproofing from curb faces to a height of that matching the existing asphalt thickness. The removals of waterproofing are related to the shallow scarification of concrete in the deck of the structures along east curb that will be required for providing a fresh concrete surface for bond of new parapet wall to underlying concrete.
- .13 Item #12: Remove waterproofing locally on structures where partial depth removals and repairs will be required.
 - .1 Measurement for payment for this Item will be in square metres.
 - .2 While this is not a deck repair project, it is expected that following asphalt removals and waterproofing removals there will be locations where the deterioration of concrete will be present that will require addressing. The expected areas are the EB Eddy Overpass in the northbound curb lane, middle lanes in NBL at the south of Parking Garage, possibly partial depth repairs may be required in the deck of Bronson Channel bridge at the expansion joint replacement. The partial depth repairs may be required all along the structures at the curb and median where apron will be removed and waterproofing will be removed. The partial depth concrete removals and repairs will be paid separately.
 - .3 The removals of waterproofing will require use of specialized tools and protection of waterproofing along perimeter of removals to allow overlap of old waterproofing to new.
- .14 Items #13: Remove concrete in sidewalks and bicycle path and medians and under cover plates of expansion joints.
 - .1 Remove concrete in sidewalks and bicycle path and medians and under cover plates of expansion joints for partial depth removals up to 0.05 m² 15 locations
 - .2 Remove concrete in sidewalks and bicycle path and medians and under cover plates of expansion joints for partial depth removals up to 0.06 m², 10 locations
 - .3 Remove concrete in sidewalks and bicycle path and medians and under cover plates of expansion joints for partial depth removals up to 0.1 m², 40 locations
 - .4 Remove concrete in sidewalks and bicycle path and medians for partial depth removals up to 0.3 m², 30 locations
 - .5 Remove concrete in sidewalks and bicycle path and medians for partial depth removals up to 1 m², 10 locations
 - .6 Remove concrete in sidewalks and bicycle path and medians for partial depth removals up to 4 m² 4 locations,
 - .7 The work for the above Items includes:

- .1 Measurement for payment for these Items will be each for each removal area completed up to the nearest size to that included in the Contract.
 - .2 Under these items the Contractor will sound, delineate the edges, sawcut the edges and remove concrete in sidewalk, bicycle path and median where deteriorated, delaminated, cracked and spalled off. The primary objective is to eliminate safety hazards to pedestrians and address the aesthetics issues. The repairs shall be to sound concrete, however for pricing purposes assume 100 mm depth and that the removals will be in presence of reinforcing steel as well as repairs will be over live utilities that are present in sidewalks, bicycle path and medians. The repairs shall be carried out with extreme care due to presence of utilities and in a manner compatible for application of proprietary patching materials. Actual patching is paid separately.
 - .3 The removals will include also removals under the cover plates at the expansion joints that will be removed over bicycle track at both east side joints of Portage Bridge, where deterioration may be present once the cover plates are removed, as well as repairs will be required under the cover plates of the Bronson Channel Bridge expansion joint.
- .15 Item #14: Partial depth concrete removals on structures and approach slabs.
- .1 Measurement for payment for this Item is square metres.
 - .2 The removals will be in isolated locations on structures determined following milling of asphalt and this in particular applies to EB Eddy Overpass and Parking Garage. Further removals may be required along the sidewalks and median on all structures following removal of waterproofing as well as along the Bronson Channel Bridge where the expansion joint will be replaced.
 - .3 The work will also include removals at all 4 roadway drains at the parking garage.
- .16 Item #15: Remove cover plate of expansion joint over bicycle path at north end of Portage Bridge.
- .1 Measurement for Payment for this Item; There will be no measurement for this Item as it will be paid by Lump Sum.
 - .2 The cover plate on east sidewalk at the north end of Portage was removed and replaced with plywood and the measurements shall base on conditions following plywood removal
- .17 Item #16: Remove cover plate of expansion joint over bicycle path at south end of Portage Bridge.
- .1 Measurement for Payment for this Item; There will be no measurement for this Item as it will be paid by Lump Sum.
 - .2 The cover plates were snagged in the past by snow ploughs and bent and are not reusable. Some of the bolts are severely corroded and will be very difficult to remove and some are missing. The removed plate will require to be salvaged and carefully measured as the bolt pattern will need to be reinstated.
- .18 Item #17: Remove asphalt full depth on proposed HOV lane on grade (155 mm in average). SBL HOV Lane will be relocated from median lane to the west sidewalk.

- .1 Measurement for Payment for this Item; There will be no measurement for this Item as it will be paid by Lump Sum.
- .2 For payment the amount will be prorated over the progress of work
- .19 Item #18: Mill 90 mm of asphalt outside of proposed HOV Lane on grade.
 - .1 Measurement for Payment for this Item; There will be no measurement for this Item as it will be paid by Lump Sum.
 - .2 For payment the amount will be prorated over the progress of work
- .20 Item #19: Mill 50 mm of asphalt on structures and approach slabs.
 - .1 Measurement for Payment for this Item; There will be no measurement for this Item as it will be paid by Lump Sum.
 - .2 For payment the amount will be prorated over the progress of work
 - .3 The mill 50 mm is in addition to the full depth asphalt removals on structures specified and paid elsewhere. No heavier than 26 tonnes machine should be used on any of the structures regardless of type of structure and the milling shall be carried out in a controlled way without undue vibration and at reduced productivity rates to minimize impact on structure. Furthermore, in the HOV Lanes the asphalt on Parking Garage and Bronson Channel Bridge is heavily rutted and this will need to be accounted for in the milling methodology.
- .21 Item #20: Remove asphalt full depth and adjoining concrete for manholes in roadway on grade.
 - .1 Measurement for Payment for this Item is by each.
 - .2 The work in general is all as required to reset safely, durably and securely all the manholes cover within work area to match truly and finely the grades of roadway.
- .22 Item #21: Excavate granular base on proposed HOV lanes on grade.
 - .1 Measurement for Payment for this Item will be Lump Sum and prorated as the work progresses.
- .23 Item #22: Place the granular for adjusting the manholes on grade.
 - .1 Measurement for Payment for this Item will be by tonne based on quantity of material supplied and installed.
- .24 Item #23: Install new modified cover plate on east side over bicycle path on north and south expansion joint on Portage Bridge, incl. bolts inserts.
 - .1 Measurement for Payment for this Item; There will be no measurement for this Item as it will be paid by Lump Sum.
 - .2 The new plates will vary from existing in geometry in order to accommodate the bicycle track. The armouring in the joint to which the cover plates will be attached will be reused, however none of the threaded connection assemblies are reusable as the threads are completely worn off due to corrosion and all connections will require re-drilling and welding new threaded anchorage inserts. Careful measurements will be required to locate the bolt holes in the new re-

manufactured cover plates. All new cover plates shall be hot dip galvanized and manufactured to exactly the same standards as expansion joints.

- .25 Item #24: Adjust manholes on grade incl. concrete work and new adjustment rings.
 - .1 Measurement for Payment for this Item is by each.
- .26 Item #25: Adjust single catchbasins on grade, incl. concrete work and new adjustment rings.
 - .1 Measurement for Payment for this Item is by each.
- .27 Item #26: Adjust double catchbasins on grade, incl. concrete work and new adjustment rings.
 - .1 Measurement for Payment for this Item is by each.
- .28 Item #27: Partial depth concrete repairs on structures, approach slabs, sidewalks and bicycle path and medians and under cover plates of expansion joints (rapid set/proprietary).

In order to proceed rapidly with repairs and allow rapid installation of waterproofing, the repairs on structures and approach slabs to be carried out utilizing fast setting/proprietary cementitious patching material such as Mapei Planitop 18 or Eucospeed MP or equivalent extended with aggregate and used as per manufacturer recommendations.

 - .1 Measurement for Payment for this Item is by square metres.
 - .2 The work will also include repairs at all 4 roadway drains at the parking garage.
- .29 Item #28: Reinstate waterproofing in all areas along sidewalks and median on structures that existing waterproofing on structures was removed including lapping with existing and installation of protection board.
 - .1 Measurement for Payment for this Item; There will be no measurement for this Item as it will be paid by Lump Sum.
 - .2 Hot applied bridge deck waterproofing shall be employed except in localized areas that are too small or it is impractical where a torched-on membrane equivalent to hot applied waterproofing can be utilized. Tack coat is part of the work.
- .30 Item #29: Reinstate waterproofing in all areas of partial depth repairs on structures including lapping with existing waterproofing.
 - .1 Measurement for Payment for this Item is by square metres.
 - .2 Hot applied bridge deck waterproofing shall be employed except in localized areas that are too small or it is impractical where a torched-on membrane equivalent to hot applied waterproofing can be utilized. Tack coat is part of the work
- .31 Item #30: Install Denso Band.
 - .1 Measurement for Payment for this Item is by metres.
 - .2 The product is a trade name and no other suppliers exist. Utilize 45 mm wide band with spray on primer and install as per manufacturer instruction. Installation is required to improve water tightness of the asphalt and waterproofing abuts end

- dams and ballast walls at the expansion joints. Installation will need to be carried out in Stages.
- .32 Item #31: Place Granular B in roadway base.
- .1 Measurement for Payment for this Item will be by tonne based on quantity of material supplied and installed.
 - .2 Granular B Type II is required (crushed stone). It is imperative that most structurally and perfectly balanced crushed material is used due to extreme loads.
- .33 Item #32: Place Granular A in roadway
- .1 Measurement for Payment for this Item will be by tonne based on quantity of material supplied and installed.
 - .2 Granular A made truly of crushed stone is required. It is imperative that most structurally and perfectly balanced crushed material is used due to extreme loads that has gradation in the middle of grading curb limits.
- .34 Items #33: Place binder asphalt (low and intermediate).
- .1 Asphalt Binder on structures and approach slabs. Place lower and intermediate binder asphalt on HOV Lanes on grade.
 - .2 Place binder course on grade and on structures and approach slabs where asphalt was removed full depth for concrete repairs.
 - .3 The work for the above Items includes:
 - .1 Measurement for Payment for this Item will be by tonne based on quantity of material supplied and installed.
 - .2 All asphalt on this project to comply with the following:
 - .1 PGAC: PG 70-34 minimum.
 - .2 Binder (Low and Intermediate): Superpave 19.0 Binder Course
 - .3 Top course: Superpave 12.5 FC 2
- .35 Items #34: Place top course asphalt on structures and grade.
- .1 The work for the above Items includes:
 - .1 Measurement for Payment for this Item will be by tonne based on quantity of material supplied and installed.
 - .2 All asphalt on this project to comply with the following:
 - .1 PGAC: PG 70-34 minimum.
 - .2 Binder (Low and Intermediate): Superpave 19.0 Binder Course
 - .3 Top course: Superpave 12.5 FC 2
- .36 Item #35: Construct step joint in asphalt at the south end of the asphalt resurfacing.
- .1 Measurement for Payment for this Item is by metre.
- .37 Item #36: Tack coat.
- .1 Measurement for Payment for this Item is by square metres.
 - .2 And tack coat is to be installed on all asphalt surfaces to be paved.

- .38 Item #37: Place temporary and permanent pavement markings.
 - .1 Measurement for Payment for this Item; There will be no measurement for this Item as it will be paid by Lump Sum.
 - .2 The final configuration shall include Temporary Pavement Markings for the HOV symbols shall be “Temporary Pavement Markings – Removable” as per OPSS 710 and capable of remaining in place for a period of three months
- .39 Item #38: Temporary drainage
 - .1 Measurement for Payment for this Item; There will be no measurement for this Item as it will be paid by Lump Sum.
 - .2 Under this Item the Contractor will implement the temporary drainage system on the crossing, all as required to maintain the drainage of the road and facilitate the construction all as required to suit the methodology, order and control of work. All drainage facilities to be protected from debris and inflow of deleterious material. The construction has a profound impact on the drainage facilities on the crossing and all roadway run off shall be controlled, contained and appropriately discharge during all phases of construction.
 - .3 The temporary drainage to consist of the following:
 - .1 Existing system where possible and practical.
 - .2 Existing system ad adjusted/modified/altered where possible and practical.
 - .3 Temporary structures as required.
 - .4 Collection of run off and pump systems as required.
 - .5 The system shall be capable to function at all times when the Contractor is not present on site.
 - .6 Any modifications to drainage system where not part of reconstruction shall be repaired by Contractor at own cost.
- .40 Item #39: Flexible bicycle bollards.
 - .1 Measurement for Payment for this Item is by each.

Part 2 Products

2.1 NOT USED

- .1 Not used.

Part 3 Execution

3.1 NOT USED

- .1 Not used.

END OF SECTION

Part 1 General

1.1 ACCESS AND EGRESS

- .1 Design, construct and maintain temporary "access to" and "egress from" work areas, including stairs, runways, ramps or ladders and scaffolding, independent of finished surfaces and in accordance with relevant municipal, provincial and other regulations.
- .2 The access to the work areas is limited to specific time windows. Pedestrian access and bicycle access as per the Staging Plan shall be maintained at all times.

1.2 USE OF SITE AND FACILITIES

- .1 Execute work with least possible interference or disturbance to normal use of premises. Make arrangements with NCC (National Capital Commission) Departmental Representative to facilitate work as stated.
- .2 The Portage Bridge Complex is a major traffic route linking Ottawa and Gatineau over the Ottawa River with high traffic volume especially in rush hours. The access to the work areas shall be limited to the following time windows and staged work will be scheduled during the working time. The traffic lane in construction shall be open at the end of each working time. Maintain traffic lanes as follows:
 - .1 Peak hours: Monday to Friday weekdays except Monday of long weekend: 6:00 am to 9:30 am and 3:00 pm to 6:00 pm. Three traffic lanes in each direction except as noted below:
 - .1 July and August: 2 lanes of traffic in each direction to be open at all times during peak hours.
 - .2 After August 31: three lanes of traffic in each direction must be open during peak hours.
 - .2 Non Peak daytime hours: Monday to Friday weekdays except Monday of long weekend: 9:30 am to 3:00pm. At least two traffic lanes in each direction.
 - .3 Non Peak evening hours: At least one lane of traffic in each direction must be open between 7 pm and 6 am of any night. 6pm – 7 pm and 5am to 6am can be used to transition lane restrictions.
 - .4 Non Peak weekend hours: Noted below
 - .1 At least one lane of traffic in each direction shall be open on regular weekends prior to September 30 (Friday 7:00 pm till Monday 6:00 am)
 - .2 At least one lane of traffic in each direction shall be open on long weekends prior to September 30, (Friday 7:00 pm till Tuesday 6:00 am)
 - .3 At least two lanes of traffic in each direction shall be open on regular weekends following September 30 (Friday 7:00 pm till Monday 6:00 am).
 - .4 At least one lane of traffic in each direction shall be open on long weekends following September 30, (Friday 7:00 pm till Tuesday 6:00 am)

1.3 EXISTING SERVICES

- .1 Provide for pedestrian and vehicular traffic.
- .2 Construct barriers in accordance with Section 01 56 00- Temporary Barriers and Enclosures.

1.4 SPECIAL REQUIREMENTS

- .1 Submit schedule in accordance with Section 01 32 16.07- Construction Progress Schedule - Bar (GANTT) Chart.
- .2 Ensure Contractor's personnel employed on site become familiar with and obey regulations including safety, fire, traffic and security regulations.
- .3 Keep within limits of work and avenues of ingress and egress.

Part 2 Products

2.1 NOT USED

- .1 Not Used.

Part 3 Execution

3.1 NOT USED

- .1 Not Used.

END OF SECTION

Part 1 General

1.1 List of Designated Substances

- .1 In accordance with the Occupational Health and Safety Act, R.S.O. 1990, c. 0.1, the Contractor is advised of the presence of the following Designated Substance(s):

Substance	Location
Acrylonitrile	Not Identified
Arsenic	Not Identified
Asbestos	Not Identified
Benzene	Identified in gasoline, paint thinners and tar
Coke Oven Emissions	Not Identified
Ethylene Oxide	Identified in coolant in vehicles
Isocyanates	Not Identified
Lead	Not Identified
Mercury	Identified in vehicle emissions
Silica	Identified in concrete, concrete products and gravel
Vinyl Chloride	Not Identified

- .2 In addition to the above, the Contractor is advised of the following potentially harmful substances:
- .1 Roadway Salts
 - .2 Bird Droppings
 - .3 Vehicles and machinery emissions.

Part 2 Products

2.1 NOT USED

- .1 Not Used

Part 3 Execution

3.1 DESIGNATED SUBSTANCE

- .1 Treat removal of designated substances in accordance with Occupational Health and Safety Act, R.S.O. 1990, c. 0.1 and Section 01 74 21 Construction/Demolition Waste Management and Disposal.
- .2 Treat section of the work containing designated substances which are to remain in accordance with Occupational Health and Safety Act, R.S.O. 1990, c. 0.1.

END OF SECTION

Part 1 General

1.1 DEFINITIONS

- .1 Activity: element of Work performed during course of Project. Activity normally has expected duration, and expected cost and expected resource requirements. Activities can be subdivided into tasks.
- .2 Bar Chart (GANTT Chart): graphic display of schedule-related information. In typical bar chart, activities or other Project elements are listed down left side of chart, dates are shown across top, and activity durations are shown as date-placed horizontal bars. Generally Bar Chart should be derived from commercially available computerized project management system.
- .3 Baseline: original approved plan (for project, work package, or activity), plus or minus approved scope changes.
- .4 Construction Work Week: define schedule calendar working days as part of Bar (GANTT) Chart submission.
- .5 Duration: number of work periods (not including holidays or other nonworking periods) required to complete activity or other project element. Usually expressed as workdays or workweeks.
- .6 Master Plan: summary-level schedule that identifies major activities and key milestones.
- .7 Milestone: significant event in project, usually completion of major deliverable.
- .8 Project Schedule: planned dates for performing activities and the planned dates for meeting milestones. Dynamic, detailed record of tasks or activities that must be accomplished to satisfy Project objectives. Monitoring and control process involves using Project Schedule in executing and controlling activities and is used as basis for decision making throughout project life cycle.
- .9 Project Planning, Monitoring and Control System: overall system operated by Engineer to enable monitoring of project work in relation to established milestones.

1.2 REQUIREMENTS

- .1 Ensure Master Plan and Detail Schedules are practical and remain within specified Contract duration.
- .2 Plan to complete Work in accordance with prescribed milestones and time frame.
- .3 Limit activity durations to maximum of approximately 10 working days, to allow for progress reporting.
- .4 Ensure that it is understood that Award of Contract or time of beginning, rate of progress, Interim Certificate and Final Certificate as defined times of completion are of essence of this contract.

1.3 ACTION AND INFORMATIONAL SUBMITTALS

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

1.4 PROJECT MILESTONES

- .1 Project milestones form interim targets for Project Schedule.
 - .1 Award.
 - .2 Shop Drawings, Samples.
 - .3 Mobilization.
 - .4 HOV Lanes in the NBL – work and parapet walls
 - .5 HOV Lanes in the SBL
 - .6 Median in the NBL
 - .7 Median in the SBL
 - .8 Roadway paving.
 - .9 Demobilization.

1.5 MASTER PLAN

- .1 Structure schedule to allow orderly planning, organizing and execution of Work as Bar Chart (GANTT).
- .2 Engineer will review and return revised schedules within 5 working days.
- .3 Revise impractical schedule and resubmit within 5 working days.
- .4 Accepted revised schedule will become Master Plan and be used as baseline for updates.

1.6 PROJECT SCHEDULE

- .1 Develop detailed Project Schedule derived from Master Plan.
- .2 Ensure detailed Project Schedule includes milestone as per 1.4.1 and all activities.

1.7 PROJECT SCHEDULE REPORTING

- .1 Update Project Schedule on weekly basis reflecting activity changes and completions, as well as activities in progress.
- .2 Include as part of Project Schedule, narrative report identifying Work status to date, comparing current progress to baseline, presenting current forecasts, defining problem areas, anticipated delays and impact with possible mitigation.

1.8 PROJECT MEETINGS

- .1 Discuss Project Schedule at regular site meetings, identify activities that are behind schedule and provide measures to regain slippage. Activities considered behind schedule are those with projected start or completion dates later than current approved dates shown on baseline schedule.
- .2 Weather related delays with their remedial measures will be discussed and negotiated.

Part 2 Products

2.1 NOT USED

.1 Not used.

Part 3 Execution

3.1 NOT USED

.1 Not used.

END OF SECTION

Part 1 General

1.1 ADMINISTRATIVE

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

1.2 SHOP DRAWINGS AND PRODUCT DATA

- .1 The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by Contractor to illustrate details of a portion of Work.
- .2 Submit drawings stamped and signed by professional engineer licensed in Ontario, Canada. Electronic pdf submissions are acceptable.
- .3 Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of Work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been co-ordinated, regardless of Section under which adjacent items will be supplied and installed. Indicate cross references to design drawings and specifications.
- .4 Allow 7 days for Engineer's review of each submission.

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

- .12 Submit electronic copies of test reports for requirements requested in specification Sections and as requested by Engineer.
 - .1 Report signed by authorized official of testing laboratory that material, product or system identical to material, product or system to be provided has been tested in accord with specified requirements.
 - .2 Testing must have been within 3 years of date of contract award for project.
- .13 Submit electronic copies of certificates for requirements requested in specification Sections and as requested by Engineer.
 - .1 Statements printed on manufacturer's letterhead and signed by responsible officials of manufacturer of product, system or material attesting that product, system or material meets specification requirements.
 - .2 Certificates must be dated after award of project contract complete with project name.
- .14 Submit electronic copies of manufacturer's instructions for requirements requested in specification Sections and as requested by Engineer.
 - .1 Pre-printed material describing installation of product, system or material, including special notices and Material Safety Data Sheets concerning impedances, hazards and safety precautions.
- .15 Submit electronic copies of Manufacturer's Field Reports for requirements requested in specification Sections and as requested by Engineer.
- .16 Documentation of the testing and verification actions taken by manufacturer's representative to confirm compliance with manufacturer's standards or instructions.
- .17 Supplement standard information to provide details applicable to project.
- .18 If upon review by Engineer, no errors or omissions are discovered or if only minor corrections are made, copies will be returned and fabrication and installation of Work may proceed. If shop drawings are rejected, noted copy will be returned and resubmission of corrected shop drawings, through same procedure indicated above, must be performed before fabrication and installation of Work may proceed.
- .19 The review of shop drawings by Engineer is for sole purpose of ascertaining conformance with general concept.
 - .1 This review shall not mean that Engineer approves detail design inherent in shop drawings, responsibility for which shall remain with Contractor submitting same, and such review shall not relieve Contractor of responsibility for errors or omissions in shop drawings or of responsibility for meeting requirements of construction and Contract Documents.
 - .2 Without restricting generality of foregoing, Contractor is responsible for dimensions to be confirmed and correlated at job site, for information that pertains solely to fabrication processes or to techniques of construction and installation and for co-ordination of Work of sub-trades.

1.3 SAMPLES

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

1.4 CERTIFICATES AND TRANSCRIPTS

- .1 Immediately after award of Contract, submit Workplace Safety and Insurance Board Certificate.
- .2 Submit transcription of insurance immediately after award of Contract.

1.5 CLOSE OUT SUBMITTALS

- .1 Contractor's Inspection: At the completion of each Phase, and prior to use of that area, Contractor and all Subcontractors shall conduct an inspection of Work, identify deficiencies and defects, and repair as required to conform to Contract Documents.
 - .1 Notify Engineer in writing of satisfactory completion of Contractor's Inspection and that corrections have been made.
 - .2 Request Engineer's Inspection.
- .2 Engineer's Inspection: Engineer and Contractor will perform inspection of Work at the completion of each Phase to identify obvious defects or deficiencies. Contractor shall correct Work accordingly prior to proceeding with any subsequent Phase.
- .3 Completion: Upon completion of each Phase, submit written certificate that following have been performed:
 - .1 Work has been completed and inspected for compliance with Contract Documents.
 - .2 Defects have been corrected and deficiencies have been completed.
 - .3 Equipment and systems have been tested, adjusted and balanced and are fully operational.

- .4 Certificates required by HRDC and utility companies have been submitted.
 - .5 Operation of systems have been demonstrated to Owner's personnel.
 - .6 Work is complete.
-
- .4 Final Inspection: After the completion of all Phases, when items noted above are completed, request final inspection of Work by Engineer and Contractor. If Work is deemed incomplete by Engineer, complete outstanding items and request re-inspection.
 - .5 Commencement of Warranty Period: date of Engineer's acceptance shall be date for commencement for warranty period.
 - .6 Final Payment: When Engineer consider final deficiencies and defects have been corrected and it appears requirements of Contract have been totally performed, make application for final payment. If Work is deemed incomplete by Engineer, complete outstanding items and request re-inspection.

Part 2 Products

2.1 NOT USED

- .1 Not Used.

Part 3 Execution

3.1 NOT USED

- .1 Not Used.

END OF SECTION

Part 1 GENERAL

1.1 REFERENCES

- .1 Province of Ontario:
 - .1 Occupational Health and Safety Act Revised Statutes of Ontario 1990, Chapter O.1 as amended, and Regulations for Construction Projects, O. Reg. 213/91 as amended.
 - .2 Designated Substances, O. Reg. 490/09
 - .3 Workplace Safety and Insurance Act, 1997
 - .4 Municipal statutes and authorities

1.2 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submit in accordance with Section 01 33 00.
- .2 Submit site-specific Health and Safety Plan: Within 7 days after date of Notice to Proceed and prior to commencement of Work. Health and Safety Plan must include:
 - .1 Results of site specific safety hazard assessment.
 - .2 Results of safety and health risk or hazard analysis for site tasks and operations.
 - .3 Measures and controls to be implemented to address identified safety hazards and risks.
- .3 Provide a Fire Safety Plan, specific to the work location.
- .4 Contractor's and Sub-contractors' Safety Communication Plan.
- .5 Contingency and Emergency Response Plan addressing standard operating procedures specific to the project site to be implemented during emergency situations.
- .6 Engineer will review Contractor's site-specific Health and Safety Plan and provide comments to Contractor within 5 days after receipt of plan. Revise plan as appropriate and resubmit plan to Engineer within 3 days after receipt of comments from Engineer.
- .7 Engineer's review of Contractor's final Health and Safety plan should not be construed as approval and does not reduce the Contractor's overall responsibility for construction Health and Safety.
- .8 Submit names of personnel and alternates responsible for site safety and health.
- .9 Submit records of Contractor's Health and Safety meetings when requested.
- .10 Submit 2 copies of Contractor's authorized representative's work site health and safety inspection reports to ingénieur when requested.
- .11 Submit copies of orders, directions or reports issued by representatives of the authorities having jurisdiction.
- .12 Submit copies of incident and accident reports.
- .13 Submit Material Safety Data Sheets (MSDS).

- .14 Submit Workplace Safety and Insurance Board (WSIB)- Experience Rating Report.

1.3 FILING OF NOTICE

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

1.4 SAFETY ASSESSMENT

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

1.5 MEETINGS

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

1.6 REGULATORY REQUIREMENTS

- .1 Comply with the Acts and regulations of the Province of Ontario and Province of Quebec.
- .2 Comply with specified standards and regulations to ensure safe operations at site.

1.7 PROJECT/SITE CONDITIONS

- .1 Work at site will involve contact with:
 - .1 Work is in proximity to open water.
 - .2 Heights greater than 1200mm.
 - .3 Noxious weeds such as poison ivy and wild parsnip.
 - .4 Bees and other insects.
 - .5 Steep embankments, retaining walls, uneven ground, loose soil and rocks.
 - .6 High volume of pedestrian and vehicular traffic near work site.
- .2 Utilize existing pathways, utility bridges and walkways at own risk. Upgrade to satisfy safety requirements.
- .3 Designated substances listed in Section 01 14 25

1.8 GENERAL REQUIREMENTS

- .1 Develop written site-specific Health and Safety Plan based on hazard assessment prior to beginning site Work and continue to implement, maintain, and enforce plan until final demobilization from site. Health and Safety Plan must address project specifications.
- .2 Engineer may respond in writing, where deficiencies or concerns are noted and may request re-submission with correction of deficiencies or concerns either accepting or requesting improvements.
- .3 Relief from or substitution for any portion or provision of minimum Health and Safety standards specified herein or reviewed site-specific Health and Safety Plan shall be submitted to Engineer in writing.

1.9 COMPLIANCE REQUIREMENTS

- .1 Comply with Ontario Occupational Health and Safety Act, R.S.O. 1990 Chapter 0.1, as amended.

1.10 RESPONSIBILITY

- .1 Be responsible for health and safety of persons on site, safety of property on site and for protection of persons adjacent to site and environment to extent that they may be affected by conduct of Work.
- .2 Comply with and enforce compliance by employees with safety requirements of Contract Documents, applicable federal, provincial, territorial and local statutes, regulations, and ordinances, and with site-specific Health and Safety Plan.
- .3 Where applicable the Contractor shall be designated "Constructor", as defined by Occupational Health and Safety Act and Regulations for Construction Projects for the Province of Ontario.

1.11 UNFORSEEN HAZARDS

- .1 Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of Work, immediately stop work and advise Engineer verbally and in writing.
- .2 Follow procedures in place for Employees Right to Refuse Work as specified in the Occupational Health and Safety Act for the Province of Ontario.

1.12 POSTING OF DOCUMENTS

- .1 Ensure applicable items, articles, notices and orders are posted in conspicuous location on site in accordance with Acts and Regulations of Province of Ontario and Province of Quebec, and in consultation with Engineer.
- .2 Contractor's Safety Policy.
- .3 Constructor's Name.
- .4 Notice of Project.
- .5 Name, trade, and employer of Health and Safety Representative or Joint Health and Safety Committee members (if applicable).
- .6 Ministry of Labour Orders and reports.
- .7 Occupational Health and Safety Act and Regulations for Construction Projects for Province of Ontario.
- .8 Address and phone number of nearest Ministry of Labour office.
- .9 Material Safety Data Sheets.
- .10 Written Emergency Response Plan.
- .11 Site Specific Safety Plan.
- .12 Valid certificate of first aider on duty.
- .13 WSIB "In Case of Injury At Work" poster.

- .14 Location of toilet and cleanup facilities.

1.13 CORRECTION OF NON-COMPLIANCE

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

1.14 BLASTING

- .1 Blasting or other use of explosives is not permitted without prior receipt of written instruction by Engineer.

1.15 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 Competent Supervisor to stop or start Work when, at Competent Supervisor's discretion, it is necessary or advisable for reasons of health or safety. Engineer may also stop Work for health and safety considerations.

1.16 CONTAMINATED SOIL AT THE CONSTRUCTION DEPOTS

- .1 The Contract includes two areas owned by NCC that could be used by Contractor for staging. Both of these areas are recognized as contaminated sites and any all work related and addressing contaminated soil, such as protection, disturbance, removals and reinstatements as well as all precautionary and preventive measures at the two potential depot areas is specified in the Appended in project Basic Project Mitigation Measures and all costs are to be included in the Item "Construct, Maintain and Remove Fenced Construction Depots including Reinstatements".

Part 2 PRODUCTS

2.1 NOT USED

- .1 Not used.

Part 3 EXECUTION

3.1 NOT USED

- .1 Not used.

END OF SECTION

Part 1 General

1.1 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 humans; or degrade environment aesthetically, culturally and/or historically.
- .2 Environmental Protection: prevention/control of pollution and habitat or environment disruption during construction.

1.2 ENVIRONMENTAL ASSESSMENT

- .1 Attached to this specification is the Basic Project Mitigation Measure. The significant information regarding species at risk and environmental requirements are listed in the report. The environmental protection measures outlined in this assessment report, as well as the measures called for elsewhere in these specifications, shall be adhered to as part of the work of this project.
- .2 Where there is a discrepancy between these specifications and the Basic Project Mitigation Measures, the protection measures in the latter shall be required.

1.3 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submit in accordance with Section 01 33 00- Submittal Procedures.
- .2 Product Data:
 - .1 Submit manufacturer's instructions, printed product literature and data sheets.
 - .2 Submit electronic copies of WHMIS MSDS in accordance with Section 01 35 29.06- Health and Safety Requirements 01 35 43- Environmental Procedures.
- .3 Before commencing construction activities or delivery of materials to site, submit Environmental Protection Plan for review and approval by Engineer.
- .4 Environmental Protection Plan must include comprehensive overview of known or potential environmental issues to be addressed during construction.
- .5 Address topics at level of detail commensurate with environmental issue and required construction tasks.
- .6 Include in Environmental Protection Plan:
 - .1 Name(s) of person(s) responsible for ensuring adherence to Environmental Protection Plan.
 - .2 Name(s) and qualifications of person(s) responsible for manifesting hazardous waste to be removed from site.
 - .3 Name(s) and qualifications of person(s) responsible for training site personnel.
 - .4 Descriptions of environmental protection personnel training program.

- .5 Erosion and sediment control plan identifying type and location of erosion and sediment controls to be provided including monitoring and reporting requirements to assure that control measures are in compliance with erosion and sediment control plan, Federal, Provincial, and Municipal laws and regulations and EPA 832/R-92-005, Chapter 3.
- .6 Drawings indicating locations of proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials including methods to control runoff and to contain materials on site.
- .7 Traffic Control Plans including measures to reduce erosion of temporary roadbeds by construction traffic, especially during wet weather.
 - .1 Plans to include measures to minimize amount of material transported onto paved public roads by vehicles or runoff.
- .8 Work area plan showing proposed activity in each portion of area and identifying areas of limited use or non-use.
 - .1 Plan to include measures for marking limits of use areas and methods for protection of features to be preserved within authorized work areas.
- .9 Spill Control Plan to include procedures, instructions, and reports to be used in event of unforeseen spill of regulated substance.
- .10 Non-Hazardous solid waste disposal plan identifying methods and locations for solid waste disposal including clearing debris.
- .11 Air pollution control plan detailing provisions to assure that dust, debris, materials, and trash, are contained on project site.
- .12 Contaminant Prevention Plan identifying potentially hazardous substances to be used on job site; intended actions to prevent introduction of such materials into air, water, or ground; and detailing provisions for compliance with Federal, Provincial, and Municipal laws and regulations for storage and handling of these materials.
- .13 Waste Water Management Plan identifying methods and procedures for management and/or discharge of waste waters which are directly derived from construction activities, such as concrete curing water, clean-up water, dewatering of ground water, disinfection water, hydrostatic test water, and water used in flushing of lines.
- .14 Historical, archaeological, cultural resources biological resources and wetlands plan that defines procedures for identifying and protecting historical, archaeological, cultural resources, biological resources and wetlands.
- .15 Pesticide treatment plan to be included and updated, as required.

1.4 FIRES

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

1.5 DRAINAGE

- .1 Develop and submit erosion and Sediment Control Plan (ESC) identifying type and location of erosion and sediment controls provided. Plan to include monitoring and reporting requirements to assure that control measures are in compliance with erosion and

sediment control plan, Federal, Provincial, and Municipal laws and regulations, EPA 832/R-92-005, Chapter 3.

- .2 Storm Water Pollution Prevention Plan (SWPPP) to be substituted for erosion and sediment control plan.
- .3 Provide temporary drainage and pumping required to keep excavations and site free from water.
- .4 Ensure pumped water into waterways, sewer or drainage systems is free of suspended materials.
- .5 Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authority requirements.

1.6 SITE CLEARING AND PLANT PROTECTION

- .1 Protect trees and plants on site and adjacent properties as indicated.
- .2 Protect trees and shrubs adjacent to construction work, storage areas and trucking lanes, and encase with protective wood framework from grade level to height of 2 m minimum.
- .3 Protect roots of designated trees to dripline during excavation and site grading to prevent disturbance or damage.
 - .1 Avoid unnecessary traffic, dumping and storage of materials over root zones.
- .4 Minimize stripping of topsoil and vegetation.
- .5 Restrict tree removal to areas indicated by Engineer.

1.7 WORK ADJACENT TO WATERWAYS

- .1 Construction equipment to be operated on land only.
- .2 Use waterway beds for borrow material only after written receipt of approval from Engineer.
- .3 Waterways to be kept free of excavated fill, waste material and debris.
- .4 Design and construct temporary crossings to minimize erosion to waterways.
- .5 Do not skid logs or construction materials across waterways.
- .6 Avoid indicated spawning beds when constructing temporary crossings of waterways.
- .7 Blasting is allowed only above water and 100 m minimum from indicated spawning beds.

1.8 POLLUTION CONTROL

- .1 Maintain temporary erosion and pollution control features installed under this Contract.
- .2 Control emissions from equipment and plant in accordance with local authorities' emission requirements.
- .3 Prevent sandblasting and other extraneous materials from contaminating air and waterways beyond application area.
 - .1 Provide temporary enclosures where indicated.

- .4 Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Provide dust control for temporary roads.

1.9 HISTORICAL/ARCHAEOLOGICAL CONTROL

- .1 Provide historical, archaeological, cultural resources, biological resources, and wetlands plan that defines procedures for identifying and protecting historical, archaeological, cultural resources, biological resources and wetlands known to be on project site: and identifies procedures to be followed if historical archaeological, cultural resources, biological resources and wetlands not previously known to be onsite or in area are discovered during construction.
- .2 Plan: include methods to assure protection of known or discovered resources and identify lines of communication between Contractor personnel and Engineer.

1.10 NOTIFICATION

- .1 Engineer will notify Contractor in writing of observed noncompliance with Federal, Provincial or Municipal environmental laws or regulations, permits, and other elements of Contractor's Environmental Protection plan.
- .2 Contractor: after receipt of such notice, inform Engineer of proposed corrective action and take such action for approval by Engineer.
 - .1 Take action only after receipt of written approval by Engineer.
- .3 Engineer will issue stop order of work until satisfactory corrective action has been taken.
- .4 No time extensions granted or equitable adjustments allowed to Contractor for such suspensions.

1.11 CONTAMINATED SOIL AT THE CONSTRUCTION DEPOTS

- .1 The Contract includes two areas owned by NCC that could be used by Contractor for staging. Both of these areas are recognized as contaminated sites and any all work related and addressing contaminated soil, such as protection, disturbance, removals and reinstatements as well as all precautionary and preventive measures at the two potential depot areas is specified in the Appended in project Basic Project Mitigation Measures and all costs are to be included in the Item "Construct, Maintain and Remove Fenced Construction Depots including Reinstatements".

Part 2 Products

2.1 NOT USED

- .1 Not Used.

Part 3 Execution

3.1 CLEANING

- .1 Progress Cleaning: clean in accordance with Section 01 74 11- Cleaning.

- .1 Leave Work area clean at end of each day.
- .2 Bury rubbish and waste materials on site where directed after receipt of written approval from Engineer.
- .3 Ensure public waterways, storm and sanitary sewers remain free of waste and volatile materials disposal.
- .4 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment in accordance with Section 01 74 11- Cleaning.
- .5 Waste Management: separate waste materials for recycling in accordance with Section 01 74 21- Construction/Demolition Waste Management and Disposal.
 - .1 Remove recycling containers and bins from site and dispose of materials at appropriate facility.

END OF SECTION

Part 1 General

1.1 INSPECTION

- .1 Allow Engineer access to Work. If part of Work is in preparation at locations other than Place of Work, allow access to such Work whenever it is in progress.
- .2 Give timely notice requesting inspection if Work is designated for special tests, inspections or approvals by Engineer, instructions, or law of Place of Work.
- .3 If Contractor covers or permits to be covered Work that has been designated for special tests, inspections or approvals before such is made, uncover such Work, have inspections or tests satisfactorily completed and make good such Work.
- .4 Engineer will order part of Work to be examined if Work is suspected to be not in accordance with Contract Documents. If, upon examination such work is found not in accordance with Contract Documents, correct such Work and pay cost of examination and correction. If such Work is found in accordance with Contract Documents, NCC shall pay cost of examination.

1.2 INDEPENDENT INSPECTION AGENCIES

- .1 Independent Inspection/Testing Agencies will be engaged by NCC for purpose of inspecting and/or testing of Work. Cost of such services will be borne by NCC.
- .2 Provide equipment required for executing inspection and testing by appointed agencies.
- .3 Employment of inspection/testing agencies does not relax responsibility to perform Work in accordance with Contract Documents.
- .4 If defects are revealed during inspection and/or testing, appointed agency will request additional inspection and/or testing to ascertain full degree of defect. Correct defect and irregularities as advised by Engineer at no cost to NCC. Pay costs for retesting and re-inspection.

1.3 ACCESS TO WORK

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

1.4 PROCEDURES

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

1.5 REJECTED WORK

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

1.6 REPORTS

- .1 Submit electronic copies of inspection and test reports to Engineer.

1.7 TESTS AND MIX DESIGNS

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

Part 2 Products

2.1 NOT USED

- .1 Not Used.

Part 3 Execution

3.1 NOT USED

- .1 Not Used.

END OF SECTION

Part 1 General

1.1 ACTION AND INFORMATIONAL SUBMITTALS

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

1.2 INSTALLATION AND REMOVAL

- .1 Prepare site plan indicating proposed location and dimensions of area to be fenced and used by Contractor, number of trailers to be used, avenues of ingress/egress to fenced area and details of fence installation.
- .2 Identify areas which have to be gravelled to prevent tracking of mud.
- .3 Indicate use of supplemental or other staging area.
- .4 Provide construction facilities in order to execute work expeditiously.
- .5 Remove from site all such work after use.

1.3 SITE STORAGE/LOADING

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

1.4 CONSTRUCTION PARKING

- .1 Parking will not be permitted on site.
- .2 Provide and maintain adequate access to project site.

1.5 EQUIPMENT, TOOL AND MATERIALS STORAGE

- .1 Provide and maintain, in clean and orderly condition, lockable weatherproof sheds for storage of tools, equipment and materials.
- .2 Locate materials not required to be stored in weatherproof sheds on site in manner to cause least interference with work activities.

1.6 SANITARY FACILITIES

- .1 Provide sanitary facilities for work force in accordance with governing regulations and ordinances.
- .2 Post notices and take precautions as required by local health authorities. Keep area and premises in sanitary condition.

1.7 CONSTRUCTION SIGNAGE

- .1 Construction Signage to Section 01 55 26.

1.8 PROTECTION AND MAINTENANCE OF TRAFFIC

- .1 Provide access and temporary relocated roads as necessary to maintain traffic.
- .2 Maintain and protect traffic on affected roads during construction period except as otherwise specifically directed by Engineer.
- .3 Provide measures for protection and diversion of traffic, including provision of watch-persons and flag-persons, erection of barricades, placing of lights around and in front of equipment and work, and erection and maintenance of adequate warning, danger, and direction signs
- .4 Protect travelling public from damage to person and property.
- .5 Verify adequacy of existing roads and allowable load limit on these roads. Contractor: responsible for repair of damage to roads caused by construction operations.
- .6 Provide necessary lighting, signs, barricades, and distinctive markings for safe movement of traffic.
- .7 Dust control: adequate to ensure safe operation at all times.
- .8 Lighting: to assure full and clear visibility for full width of haul road and work areas during night work operations.
- .9 Provide snow removal during period of Work.

1.9 CLEAN-UP

- .1 Remove construction debris, waste materials, packaging material from work site daily.
- .2 Clean dirt or mud tracked onto paved or surfaced roadways.
- .3 Store materials resulting from demolition activities that are salvageable.
- .4 Stack stored new or salvaged material not in construction facilities.

Part 2 Products

2.1 NOT USED

- .1 Not Used.

Part 3 Execution

3.1 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- .1 Temporary erosion and sedimentation control measures to Section 01 35 43.
- .2 Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
- .3 Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

END OF SECTION

Part 1 General

1.1 REFERENCE STANDARDS

- .1 Ministry of Transportation, Ontario (MTO)
 - .1 Ontario Traffic Manual, Book 7: Temporary Conditions – Jan 2014.
- .2 Ministère des Transports, de la Mobilité durable et de l'Électrification des transports, Québec (MTQ)
 - .1 Volume V, Traffic Control Devices, Chapter 4, Roadway Signing, Dec. 2017.

1.2 PROTECTION OF PUBLIC TRAFFIC

- .1 Comply with requirements of Acts, Regulations and By-Laws in force for regulation of traffic or use of roadways upon or over which it is necessary to carry out Work or haul materials or equipment.
- .2 When working on travelled way:
 - .1 Place equipment in position to minimize interference and hazard to travelling public.
 - .2 Keep equipment units as close together as working conditions permit and preferably on same side of travelled way.
 - .3 Do not leave equipment on travelled way overnight.
- .3 Close lanes of road only after receipt of written approval from Engineer.
 - .1 Before re-routing traffic erect suitable signs and devices to Ontario Traffic Manual, Book 7: Temporary Conditions and Volume V, Traffic Control Devices, Chapter 4, Roadway Signing.
- .4 Keep travelled way graded, free from pot holes and of sufficient width for required number of lanes of traffic.
 - .1 Provide 3 m wide minimum temporary lanes for traffic.

1.3 INFORMATIONAL AND WARNING DEVICES

- .1 Provide and maintain signs, flashing warning lights and other devices required to indicate construction activities or other temporary and unusual conditions resulting from Project Work which requires road user response.
- .2 Supply and erect signs, delineators, barricades and miscellaneous warning devices to Ontario Traffic Manual, Book 7: Temporary Conditions and Volume V, Traffic Control Devices, Chapter 4, Roadway Signing.
- .3 Place signs and other devices in locations recommended in Ontario Traffic Manual, Book 7: Temporary Conditions and Volume V, Traffic Control Devices, Chapter 4, Roadway Signing.

- .4 Meet with Engineer prior to commencement of Work to prepare list of signs and other devices required for project. If situation on site changes, revise list to approval of Engineer.
- .5 Continually maintain traffic control devices in use:
 - .1 Check signs daily for legibility, damage, suitability and location. Clean, repair or replace to ensure clarity and reflectance.
 - .2 Remove or cover signs which do not apply to conditions existing from day to day.

1.4 CONTROL OF PUBLIC TRAFFIC

- .1 Provide competent flag personnel, trained in accordance with, and properly equipped to Ontario Traffic Manual, Book 7: Temporary Conditions and Volume V, Traffic Control Devices, Chapter 4, Roadway Signing for situations as follows:
 - .1 Where temporary protection is required while other traffic control devices are being erected or taken down.
 - .2 For emergency protection when other traffic control devices are not readily available.
 - .3 In situations where complete protection for workers, working equipment and public traffic is not provided by other traffic control devices.

1.5 OPERATIONAL REQUIREMENTS

- .1 Maintain existing conditions for traffic throughout period of contract except that, when required for construction under contract and when measures have been taken as specified and approved by Engineer to protect and control public traffic, existing conditions for traffic to be restricted as follows:
 - .1 Entire road of the Portage Bridge Complex
 - .1 in accordance with Section 01 14 00- Work Restrictions
- .2 Maintain existing conditions for traffic crossing right-of-way.

Part 2 Products

2.1 NOT USED

- .1 Not Used.

Part 3 Execution

3.1 NOT USED

- .1 Not Used.

END OF SECTION

Part 1 General

1.1 REFERENCE STANDARDS

- .1 Canadian Standards Association (CSA International)
 - .1 CSA-O121-17, Douglas Fir Plywood.

1.2 INSTALLATION AND REMOVAL

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

1.3 HOARDING

- .1 Erect temporary site enclosure using a modular fence. Provide lockable gates. Maintain fence in good repair.
- .2 Provide barriers around trees and plants designated to remain. Protect from damage by equipment and construction procedures.

1.4 GUARD RAILS AND BARRICADES

- .1 Provide secure, rigid guard rails and barricades around deep excavations.
- .2 Provide as required by governing authorities.

1.5 ACCESS TO SITE

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

1.6 PUBLIC TRAFFIC FLOW

- .1 Restrict access of public traffic to site.

1.7 FIRE ROUTES

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

1.8 PROTECTION FOR OFF-SITE AND PUBLIC PROPERTY

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

1.9 WASTE MANAGEMENT AND DISPOSAL

- .1 Separate waste materials for disposal in accordance with Section 01 74 21.

1.10 CONTAMINATED SOIL AT THE CONSTRUCTION DEPOTS

- .1 The Contract includes two areas owned by NCC that could be used by Contractor for staging. Both of these areas are recognized as contaminated sites and any all work related and addressing contaminated soil, such as protection, disturbance, removals and reinstatements as well as all precautionary and preventive measures at the two potential depot areas is specified in the Appended in project Basic Project Mitigation Measures and all costs are to be included in the Item “Construct, Maintain and Remove Fenced Construction Depots including Reinstatements”.

Part 2 Products

2.1 NOT USED

- .1 Not Used.

Part 3 Execution

3.1 NOT USED

- .1 Not Used.

END OF SECTION

Part 1 General

1.1 PROJECT CLEANLINESS

- .1 Maintain Work in tidy condition, free from accumulation of waste products and debris, including that caused by Owner or other Contractors.
- .2 Remove waste materials from site at daily regularly scheduled times or dispose of as directed by Engineer. Do not burn waste materials on site.
- .3 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- .4 Provide and use marked separate bins for recycling. Refer to Section 01 74 21 Construction/Demolition Waste Management and Disposal.
- .5 Dispose of waste materials and debris off site at designated dumping areas on Crown property.
- .6 Store volatile waste in covered metal containers, and remove from premises at end of each working day.
- .7 Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.
- .8 Schedule cleaning operations so that resulting dust, debris and other contaminants will not fall on wet, newly painted surfaces nor contaminate building systems.

1.2 FINAL CLEANING

- .1 When Work is Substantially Performed remove surplus products, tools, construction machinery and equipment not required for performance of remaining Work.
- .2 Remove waste products and debris other than that caused by others, and leave Work clean and suitable for occupancy.
- .3 Prior to final review remove surplus products, tools, construction machinery and equipment.
- .4 Remove waste products and debris including that caused by Owner or other Contractors.
- .5 Remove waste materials from site at regularly scheduled times or dispose of as directed by Engineer. Do not burn waste materials on site.
- .6 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- .7 Remove stains, spots, marks and dirt from safety curbs, sidewalk, parapets and railings.
- .8 Broom clean and wash exterior walks, steps and surfaces; rake clean other surfaces of grounds.
- .9 Remove dirt and other disfiguration from exterior surfaces.
- .10 Sweep and wash clean paved areas.

- .11 Clean equipment and fixtures to sanitary condition; clean or replace filters of mechanical equipment.
- .12 Remove debris and surplus materials from crawl areas and other accessible concealed spaces.

1.3 WASTE MANAGEMENT AND DISPOSAL

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

Part 2 Products

2.1 NOT USED

- .1 Not Used.

Part 3 Execution

3.1 NOT USED

- .1 Not Used.

END OF SECTION

Part 1 General

1.1 CONSTRUCTION & DEMOLITION WASTE

- .1 Carefully deconstruct and source separate materials/equipment and divert, from D&C waste destined for landfill to maximum extent possible.
- .2 Source separate waste and maintain waste audits in accordance with the Environmental Protection Act, Ontario Regulation 102/94 and Ontario Regulation 103/94.
 - .1 Provide facilities for collection, handling and storage of source separated wastes.
 - .2 Source separate the following waste:
 - .1 Brick and portland cement concrete.
 - .2 Corrugated cardboard.
 - .3 Wood, not including painted or treated wood or laminated wood.
 - .4 Gypsum board, unpainted.
 - .5 Steel.
- .3 Submit a waste reduction workplan indicating the materials and quantities of material that will be recycled and diverted from landfill.
- .4 Submit proof that all waste is being disposed of at a licensed land fill site or waste transfer site. A copy of the disposal/waste transfer site's license and a letter verifying that said landfill site will accept the waste must be supplied to Engineer prior to removal of waste from the demolition site.

1.2 WASTE PROCESSING SITES

- .1 Province of: Ontario.
 - .1 Ministry of Environment and Energy, 135 St. Clair Avenue West, Toronto, ON, M4V 1P5.
 - .2 Telephone: 800-565-4923 or 416-323-4321.
 - .3 Fax: 416-323-4682.
- .2 Recycling Council of Ontario: 215 Spadina Avenue, #225, Toronto, ON, M5T 2C7.
 - .1 Telephone: 416-657-2797 or 1-888-501-9637.
 - .2 Fax: 416-960-8053.
 - .3 Email: rco@rco.on.ca.
 - .4 Internet: <http://www.rco.on.ca/>.

Part 2 Products

2.1 NOT USED

- .1 Not Used.

Part 3 Execution

3.1 APPLICATION

- .1 Handle waste materials in accordance with appropriate regulations and codes.

3.2 CLEANING

- .1 Progress Cleaning: Leave Work area clean at end of each day.
- .2 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment.
- .3 Waste Management: separate waste materials for recycling.
 - .1 Remove recycling containers and bins from site and dispose of materials at appropriate facility.
 - .2 Source separate materials to be reused/recycled into specified sort areas.

3.3 DIVERSION OF MATERIALS

- .1 On-site sale of recovered, recyclable, salvaged, or reusable material is not permitted.

3.4 CANADIAN GOVERNMENTAL DEPARTMENTS CHIEF RESPONSIBILITY FOR THE ENVIRONMENT

- .1 Schedule G - Government Chief Responsibility for the Environment:

Province	Address	General Inquires	Fax
Ontario	Ministry of Environment and Energy, 135 St. Clair Avenue West Toronto ON M4V 1P5	416-323-4321 800-565-4923	416-323-4682
	Environment Canada Toronto ON	416-734-4494	

END OF SECTION

Part 1 General

1.1 REFERENCE STANDARDS

- .1 Canadian Council of Ministers of the Environment (CCME)
 - .1 PN1326, Environmental Code of Practice for Aboveground and Underground Storage Tank Systems Containing Petroleum and Allied Petroleum Products.
- .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), c. 34.

1.2 DEFINITIONS

- .1 Demolition: all removals of asphalt, concrete, waterproofing, steel plates on expansion joints.
- .2 Hazardous Materials: dangerous substances, dangerous goods, hazardous commodities and hazardous products, may include but not limited to: asbestos PCB's, CFC's, HCFC's poisons, corrosive agents, flammable substances, ammunition, explosives, radioactive substances, or other material that can endanger human health or well being or environment if handled improperly.
- .3 Waste Audit (WA): detailed inventory of materials in building. Indicates quantities of reuse, recycling and landfill.
 - .1 Involves quantifying by volume/weight amounts of materials and wastes generated during construction, demolition, deconstruction, or renovation project.
 - .2 Indicates quantities of reuse, recycling and landfill.
- .4 Waste Management Coordinator (WMC): contractor representative responsible for supervising waste management activities as well as coordinating related, required submittal and reporting requirements.
- .5 Waste Reduction Workplan (WRW): written report which addresses opportunities for reduction, reuse, or recycling of materials. WRW is based on information acquired from WA.

1.3 ADMINISTRATIVE REQUIREMENTS

- .1 Site Meetings.
 - .1 Convene pre-demolition meeting one week prior to beginning work of this Section in accordance with Section 01 32 16.07- Construction Progress Schedules - Bar (GANTT) Chart to:
 - .1 Verify project requirements.
 - .2 Review installation and substrate conditions.
 - .3 Co-ordination with other building subtrades.

- .4 Review manufacturer's installation instructions and warranty requirements.
- .2 Arrange for site visit with Engineer to examine existing site conditions adjacent to demolition work, prior to start of Work.
- .3 Hold project meetings every week.
- .4 Ensure site supervisor attend.
- .5 Reporting Requirements: WMC to complete.
- .6 WMC must provide written report on status of waste diversion activity at each meeting.
- .7 Engineer will provide written notification of change of meeting schedule established upon contract award 24 hours prior to scheduled meeting.
- .2 Scheduling: meet project time lines without compromising specified minimum rates of material diversion.
 - .1 Notify Engineer in writing when unforeseen delays occur.

1.4 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submit in accordance with Section 01 33 00- Submittal Procedures.
- .2 Shop Drawings:
 - .1 Submit for approval drawings, diagrams or details showing sequence of demolition work and supporting structures and underpinning, where required by authorities having jurisdiction.
- .3 Hazardous Materials:
 - .1 Provide description of Hazardous Materials and Notification of Filing with proper authorities prior to beginning of Work as required.
- .4 Waste Reduction Workplan:
 - .1 Prior to beginning of Work on site submit detailed Waste Reduction Workplan in accordance with Section 01 74 21- Construction/Demolition Waste Management And Disposal and indicate:
 - .1 Descriptions of and anticipated quantities in percentages of materials to be salvaged reused, recycled and landfilled.
 - .2 Schedule of selective demolition.
 - .3 Number and location of dumpsters.
 - .4 Anticipated frequency of tippage.
 - .5 Name and address of [haulers] [waste receiving organizations] [waste facilities].
- .5 Certificates:
 - .1 Submit copies of certified receipts, weigh bills or bills of lading from authorized disposal sites and reuse and recycling facilities for material removed from site on weekly basis.
 - .2 Written authorization from Engineer is required to deviate from receiving organizations listed in Waste Reduction Workplan.

- .6 Sustainable Design Submittals:
 - .1 Construction Waste Management:
 - .1 Submit project Waste Management Plan highlighting recycling and salvage requirements.
 - .2 Erosion and Sedimentation Control: submit copy of erosion and sedimentation control plan in accordance with authorities having jurisdiction.

1.5 QUALITY ASSURANCE

- .1 Regulatory Requirements: ensure Work is performed in compliance with applicable Provincial regulations.

1.6 DELIVERY, STORAGE AND HANDLING

- .1 Store and manage hazardous materials in accordance with Section 01 35 43- Environmental Procedures.
- .2 Storage and Protection.
 - .1 Protect existing items designated to remain and items designated for salvage. In event of damage to such items, immediately replace or make repairs to approval of Engineer and at no additional cost..
 - .2 Remove and store materials to be salvaged, in manner to prevent damage.
 - .3 Store and protect in accordance with requirements for maximum preservation of material.
 - .4 Handle salvaged materials as new materials.

1.7 SITE CONDITIONS

- .1 Site Environmental Requirements.
 - .1 Perform work in accordance with Section 01 35 43- Environmental Procedures.
 - .2 Ensure that selective demolition work does not adversely affect adjacent watercourses, groundwater and wildlife, or contribute to excess air and noise pollution.
 - .3 Do not dispose of waste of volatile materials including but not limited to, mineral spirits, oil, petroleum based lubricants, or toxic cleaning solutions into watercourses, storm or sanitary sewers.
 - .1 Ensure proper disposal procedures are maintained throughout the project.
 - .4 Do not pump water containing suspended materials into watercourses, storm or sanitary sewers or onto adjacent properties.
 - .5 Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authorities.
 - .6 Protect trees, plants and foliage on site and adjacent properties where indicated.

Part 2 Products

2.1 EQUIPMENT

- .1 Leave machinery running only while in use, except where extreme temperatures prohibit shutting machinery down.

Part 3 Execution

3.1 PREPARATION

- .1 Inspect site with Engineer 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.

3.2 REMOVAL OPERATIONS

- .1 Remove items as indicated.
- .2 Do not disturb items designated to remain in place.
- .3 Removal of pavements, curbs and gutters:
 - .1 Square up adjacent surfaces to remain in place by saw cutting or other method approved by Engineer.
 - .2 Protect adjacent joints and load transfer devices.
 - .3 Protect underlying and adjacent granular materials.
- .4 Prevent contamination with base course aggregates, when removing asphalt pavement for subsequent incorporation into hot mix asphalt concrete paving.
- .5 Disposal of Material:
 - .1 Dispose of materials not designated for salvage or reuse on site.
 - .2 Trim disposal areas to approval of Engineer.
- .6 Backfill:
 - .1 Backfill in areas as indicated and in accordance with Section 31 23 33.01- Excavating, Trenching and Backfilling.

3.3 STOCKPILING

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

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

3.4 REMOVAL FROM SITE

- .1 Remove stockpiled material as directed by Engineer, when it interferes with operations of project.
- .2 Remove stockpiles of like materials by alternate disposal option once collection of materials is complete.
- .3 Transport material designated for alternate disposal using approved receiving organizations listed in Waste Reduction Workplan and in accordance with applicable regulations.
 - .1 Written authorization from Engineer is required to deviate from receiving organizations.
- .4 Dispose of materials not designated for alternate disposal in accordance with applicable regulations.
 - .1 Disposal Facilities: approved and listed in Waste Reduction Workplan.
 - .2 Written authorization from Engineer is required to deviate from disposal facilities listed in Waste Reduction Workplan.

3.5 CLEANING

- .1 Progress Cleaning: clean in accordance with Section 01 74 11- Cleaning.
 - .1 Leave Work area clean at end of each day.
 - .2 Remove debris, trim surfaces and leave work site clean, upon completion of Work
 - .3 Use cleaning solutions and procedures which are not harmful to health, are not injurious to plants, and do not endanger wildlife, adjacent water courses or ground water.
- .2 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment in accordance with Section 01 74 11- Cleaning.
- .3 Waste Management: separate waste materials for recycling in accordance with Section 01 74 21- Construction/Demolition Waste Management and Disposal.
 - .1 Remove recycling containers and bins from site and dispose of materials at appropriate facility.

3.6 PROTECTION

- .1 Repair damage to adjacent materials or property caused by selective site demolition.

END OF SECTION

Part 1 General

1.1 REFERENCE STANDARDS

- .1 CSA International
 - .1 CSA A23.1/A23.2-14, Concrete Materials and Methods of Concrete Construction/Methods of Test and Standard Practices for Concrete.
 - .2 CSA A283-06-R2016, Qualification Code for Concrete Testing Laboratories.
 - .3 CSA A3000-13, Cementitious Materials Compendium (Consists of A3001, A3002, A3003, A3004 and A3005).

1.2 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Provide submittals in accordance with Section 01 33 00- Submittal Procedures.
- .2 Provide testing results reports for review by Engineer and do not proceed without written approval when deviations from mix design or parameters are found.
- .3 Concrete pours: provide accurate records of poured concrete items indicating date and location of pour, quality, air temperature and test samples taken as described in PART 3 - FIELD QUALITY CONTROL.
- .4 Concrete hauling time: provide for review by Engineer deviations exceeding maximum allowable time of 90 minutes for concrete to be delivered to site of Work and discharged after batching.
- .5 Provide two copies of WHMIS MSDS in accordance with Section 01 35 29.06- Health and Safety Requirements.

1.3 QUALITY ASSURANCE

- .1 Quality Assurance: in accordance with Section 01 45 00- Quality Control.
- .2 Provide Engineer, minimum 4 weeks prior to starting concrete work, with valid and recognized certificate from plant delivering concrete.
 - .1 Provide test data and certification by qualified independent inspection and testing laboratory that materials and mix designs used in concrete mixture will meet specified requirements.
- .3 Minimum 4 weeks prior to starting concrete work, provide proposed quality control procedures for review by Engineer on following items:
 - .1 Falsework erection.
 - .2 Hot weather concrete.
 - .3 Cold weather concrete.
 - .4 Curing.
 - .5 Finishes.
 - .6 Formwork removal.
 - .7 Joints.

- .4 Quality Control Plan: provide written report to Engineer verifying compliance that concrete in place meets performance requirements of concrete as established in PART 2 - PRODUCTS.

1.4 DELIVERY, STORAGE AND HANDLING

- .1 Delivery and Acceptance Requirements:
 - .1 Concrete hauling time: deliver to site of Work and discharged within 90 minutes maximum after batching.
 - .1 Do not modify maximum time limit without receipt of prior written agreement from Engineer and concrete producer as described in CSA A23.1/A23.2.
 - .2 Deviations to be submitted for review by Engineer.
 - .2 Concrete delivery: ensure continuous concrete delivery from plant meets CSA A23.1/A23.2.
- .2 Packaging Waste Management: remove for reuse of packaging materials in accordance with Section 01 74 19- Construction/Demolition Waste Management and Disposal.

Part 2 Products

2.1 DESIGN CRITERIA

- .1 Alternative 1 - Performance: to CSA A23.1/A23.2 , and as described in MIXES of PART 2 - PRODUCTS.

2.2 PERFORMANCE CRITERIA

- .1 Quality Control Plan: ensure concrete supplier meets performance criteria of concrete as established Engineer and provide verification of compliance as described in PART 1 - QUALITY ASSURANCE.

2.3 MATERIALS

- .1 Portland cement: to CSA A3001, Type GU.
- .2 Water: to CSA A23.1.
- .3 Aggregates:
 - .1 aggregate to CSA A23.1/A23.2.
 - .2 Parapet Wall - red granite Madawaska aggregate
- .4 Admixtures:
 - .1 Air entraining admixture: to ASTM C260.
 - .2 Chemical admixture: to ASTM C1017. Engineer to approve accelerating or set retarding admixtures during cold and hot weather placing.
 - .3 Corrosion-inhibiting admixture: to C 494 Type S.
 - .4 Lithium-based admixture: to C 494 Type.
 - .5 Shrinkage-reducing admixture (SRA): to C 494 Type S.

- .6 Viscosity-modifying agent (VMA): to C 494 Type S.
- .5 Dowels: Only chemical epoxy adhesive for dowels as utilized by MTO and from approved DSM MTO List shall be utilized
- .6 Reinforcing Steel: All the reinforcing steel used on this project to be stainless steel reinforcing bar as per ASTM A955/A955M-12e1 used with associated hardware and wires 1.2 or 1.6 mm dia. Type 319LN or Type 316L and non-metallic bar chairs.
- .7 Superplasticizer when proposed can be added in plant or on site.
- .8 In order to proceed rapidly with repairs and allow rapid installation of waterproofing, the repairs on structures and approach slabs to be carried out utilizing fast setting/proprietary cementitious patching material such as Mapei Planitop 18 or Eucospeed MP or equivalent extended with aggregate and used as per manufacturer recommendations.

2.4 MIXES

- .1 Performance Method for specifying concrete: The concrete to be Class C-1 exposure providing min. tested strength of 35 MPa at 28 days.

Part 3 Execution

3.1 PREPARATION

- .1 During concreting operations:
 - .1 Development of cold joints not allowed.
 - .2 Ensure concrete delivery and handling facilitate placing with minimum of re-handling, and without damage to existing structure or Work.
- .2 Ensure reinforcement and inserts are not disturbed during concrete placement.
- .3 Prior to placing of concrete obtain Engineer's approval of proposed method for protection of concrete during placing and curing in adverse weather.
- .4 Protect previous Work from staining.
- .5 Clean and remove stains prior to application for concrete finishes.
- .6 Maintain accurate records of poured concrete items to indicate date, location of pour, quality, workability, air content, and temperature and test samples taken.
- .7 In locations where new concrete is dowelled to existing work, drill holes in existing concrete.
 - .1 Place steel dowels with epoxy grout to anchor and hold dowels in positions as indicated.
- .8 Do not place load upon new concrete until authorized by Engineer.

3.2 INSTALLATION/APPLICATION

- .1 Do cast-in-place concrete work to CSA A23.1/A23.2.

- .2 Grout under base plates using procedures in accordance with manufacturer's recommendations which result in 100 % contact over grouted area.
- .3 Finishing and curing:
 - .1 Finish concrete to CSA A23.1/A23.2.
 - .2 Wet curing: 4 days minimum
 - .3 Parapet Walls: medium sandblast finish.

3.3 FIELD QUALITY CONTROL

- .1 Site tests: conduct tests as follows in accordance with Section 01 45 00- Quality Control and submit report as described in PART 1 - ACTION AND INFORMATIONAL SUBMITTALS.
 - .1 Concrete pours.
 - .2 Slump.
 - .3 Air content.
 - .4 Compressive strength at 7 and 28 days.
 - .5 Air and concrete temperature.
- .2 Inspection and testing of concrete and concrete materials will be carried out by testing laboratory designated by NCC for review to CSA A23.1/A23.2.
 - .1 Ensure testing laboratory is certified to CSA A283.
- .3 Ensure test results are distributed for discussion at pre-pouring concrete meeting between testing laboratory and Engineer.
- .4 Non-Destructive Methods for Testing Concrete: to CSA A23.1/A23.2.
- .5 Inspection or testing by NCC will not augment or replace Contractor quality control nor relieve Contractor of his contractual responsibility.

3.4 CLEANING

- .1 Clean in accordance with Section 01 74 11- Cleaning.
- .2 Waste Management: separate waste materials for recycling in accordance with Section 01 74 19- Construction/Demolition Waste Management and Disposal.
 - .1 Divert unused concrete materials from landfill to local facility after receipt of written approval from Engineer.
 - .2 Provide appropriate area on job site where concrete trucks and be safely washed.
 - .3 Divert unused admixtures and additive materials (pigments, fibres) from landfill to official hazardous material collections site as approved by Engineer.
 - .4 Do not dispose of unused admixtures and additive materials into sewer systems, into lakes, streams, onto ground or in other location where it will pose health or environmental hazard.
 - .5 Prevent admixtures and additive materials from entering drinking water supplies or streams.

- .6 Using appropriate safety precautions, collect liquid or solidify liquid with inert, noncombustible material and remove for disposal.
- .7 Dispose of waste in accordance with applicable local, Provincial/Territorial and National regulations.

END OF SECTION

Part 1 General

1.1 REFERENCE STANDARDS

- .1 ASTM International
 - .1 ASTM A53/A53M-12, Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless.
 - .2 ASTM A123/A123M-15, Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
 - .3 ASTM A269-15a, Standard Specification for Seamless and Welded Austenitic Stainless Steel Tubing for General Service.
 - .4 ASTM A307-14e1, Standard Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength.
- .2 CSA International
 - .1 CSA G40.20/G40.21-13, General Requirements for Rolled or Welded Structural Quality Steel/Structural Quality Steel.
 - .2 CSA S16-14, Design of Steel Structures.
 - .3 CSA W48-14, Filler Metals and Allied Materials for Metal Arc Welding (Developed in co-operation with the Canadian Welding Bureau).
 - .4 CSA W59-13, Welded Steel Construction (Metal Arc Welding).
- .3 Health Canada / Workplace Hazardous Materials Information System (WHMIS)
 - .1 Material Safety Data Sheets (MSDS).
- .4 The Master Painters Institute (MPI)
 - .1 Architectural Painting Specification Manual - 2014.
 - .1 MPI- EXT 5.2C, Inorganic Zinc Rich Coating - Maximum 750° F (400° C)

1.2 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submit in accordance with Section 01 33 00.
- .2 Product Data:
 - .1 Submit manufacturer's instructions, printed product literature and data sheets for sections, plates, pipe, tubing, bolts and include product characteristics, performance criteria, physical size, finish and limitations.
 - .2 Submit one copy of WHMIS MSDS in accordance with Section 01 33 00.
 - .1 For finishes, coatings, primers, and paints applied on site: indicate VOC concentration in g/L.
- .3 Shop Drawings:
 - .1 Submit drawings stamped and signed by professional engineer registered or licensed in Ontario, Canada.

- .2 Indicate materials, core thicknesses, finishes, connections, joints, method of anchorage, number of anchors, supports, reinforcement, details, and accessories.

1.3 QUALITY ASSURANCE

- .1 Test Reports: submit certified test reports showing compliance with specified performance characteristics and physical properties.
- .2 Certifications: submit product certificates signed by manufacturer certifying materials comply with specified performance characteristics and criteria and physical requirements.

1.4 DELIVERY, STORAGE AND HANDLING

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

Part 2 Products

2.1 MATERIALS

- .1 Steel sections and plates: to CSA G40.20/G40.21, Grade 350W.
- .2 Welding materials: to CSA W59.
- .3 Welding electrodes: to CSA W48 Series.
- .4 Bolts and anchor bolts: to ASTM A307.

2.2 FABRICATION

- .1 Fabricate work square, true, straight and accurate to required size, with joints closely fitted and properly secured.
- .2 Where possible, fit and shop assemble work, ready for erection.
- .3 Ensure exposed welds are continuous for length of each joint. File or grind exposed welds smooth and flush.

2.3 FINISHES

- .1 Galvanizing: to ASTM A123/A123M.
- .2 Zinc primer: zinc rich, ready mix to MPI- EXT 5.2C.
- .3 Railing:
 - .1 All metal surfaces will be painted using EVOTECH wet paint products or approved equivalent.

- .1 Low cure two coat liquid system with clear coat
 - .1 Evopox 577-670 with hardener 576-108 epoxy primer. Apply dry film thickness as per coating specification (2.0 mils minimum-4.0 mils maximum)
 - .2 Acrythane 585 with hardener 581-044 acrylic urethane enamel topcoat applied at 1.5-2.0 mils dry film thickness. Color chits will be provided by the NCC. Contractor to submit color samples for approval.
 - .3 Acrythane Transpo 587-005 Clear coat with hardener 581-044 applied at 1.5-2.0 mils dry film thickness.
- .2 The colour is to be to Confed. Blvd Dark Grey and that a color chit will be provided by the NCC.
- .3 All painted surfaces must be repairable on site using a hand held spray bomb (to be supplied by the Manufacturer in the touch-up paint kit). Provide a sample of each touch up colour on a factory applied finish for each colour. Provide instructions and procedures for touch-up painting in the maintenance manual.

Part 3 Execution

3.1 EXAMINATION

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

3.2 ERECTION

- .1 Do welding work in accordance with CSA W59 unless specified otherwise.
- .2 Erect metalwork square, plumb, straight, and true, accurately fitted, with tight joints and intersections.
- .3 Provide suitable means of anchorage acceptable to Engineer such as dowels, anchor clips, bar anchors, expansion bolts and shields, and toggles.
- .4 Exposed fastening devices to match finish and be compatible with material through which they pass.
- .5 Supply components for work by other trades in accordance with shop drawings and schedule.
- .6 Deliver items over for casting into concrete and building into masonry together with setting templates to appropriate location and construction personnel.

- .7 Touch-up rivets, field welds, bolts and burnt or scratched surfaces with primer.
- .8 Touch-up galvanized surfaces with zinc rich primer where burned by field welding.

3.3 CLEANING

- .1 Progress Cleaning: Leave Work area clean at end of each day.
- .2 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment.

3.4 PROTECTION

- .1 Protect installed products and components from damage during construction.
- .2 Repair damage to adjacent materials caused by metal fabrications installation.

END OF SECTION

Part 1 General

1.1 REFERENCE STANDARDS

- .1 ASTM International
 - .1 ASTM D4791-10, Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate.
- .2 Ontario Ministry of Transportation (MTO) - Ontario Provincial Standard Specifications (OPSS)
 - .1 OPSS 1001, Nov 2005, Material specification for aggregates - general
 - .2 OPSS 1010, Apr 2004, Material specification for aggregates - base, subbase, select subgrade, and backfill material.

1.2 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submit in accordance with Section 01 33 00.
- .2 Product Data:
 - .1 Aggregate Sources
 - .2 Gradation Testing
 - .3 Compaction Testing
- .3 Samples:
 - .1 Submit samples in accordance with section 01 33 00 – Submittal Procedures.
 - .2 Allow continual sampling by Engineer during production.
 - .3 Provide Engineer with access to source and processed material for sampling.
 - .4 Pay cost of sampling and testing of aggregates which fail to meet specified requirements.

1.3 DELIVERY, STORAGE AND HANDLING

- .1 Transportation and Handling: handle and transport aggregates to avoid segregation, contamination and degradation.
- .2 Storage and Handling Requirements:
 - .1 Store materials in dry location and in accordance with manufacturer's recommendation in clean, dry, well-ventilated area.
 - .2 Replace defective material with new.

Part 2 Products

2.1 MATERIALS

- .1 Granular 'A' - Ontario Provincial Standards Specification 1010.
- .2 Granular 'B' Type II - Ontario Provincial Standards Specification 1010.

2.2 SOURCE QUALITY CONTROL

- .1 Supply all imported fill from approved source of Roadway Authority.
- .2 Inform Engineer of proposed source of aggregates, provide gradation and provide access for sampling 2 weeks minimum before starting production.
- .3 If materials from proposed source do not meet, or cannot reasonably be processed to meet, specified requirements, locate alternative source.
- .4 Advise Engineer a minimum of 2 weeks in advance of proposed change of material source.
- .5 Acceptance of material at source does not preclude future rejection if it fails to conform to requirements specified, lacks uniformity, or if its field performance is found to be unsatisfactory.

Part 3 Execution

3.1 PREPARATION

- .1 Temporary Erosion and Sediment Control: to Section 01 35 43 Environmental Procedures
- .2 Stockpiling:
 - .1 Stockpile aggregates on site in locations as indicated unless directed otherwise by Engineer. Do not stockpile on completed pavement surfaces or close to watercourse.
 - .2 Stockpile aggregates in sufficient quantities to meet project schedules.
 - .3 Stockpiling sites to be level, well drained, and of adequate bearing capacity and stability to support stockpiled materials and handling equipment. Excavating areas to permit stockpiling is prohibited. Deliver material on demand where insufficient level ground on site exists for stockpiling.
 - .4 Separate different aggregates by strong, full depth bulkheads, or stockpile far enough apart to prevent intermixing.
 - .5 Do not use intermixed or contaminated materials. Remove and dispose of rejected materials as directed by Engineer within 48 hours of rejection.
 - .6 Uniformly spot-dump aggregates delivered to stockpile in trucks and build up stockpile as specified.
 - .7 Do not cone piles or spill material over edges of piles.
 - .8 During winter operations, prevent ice and snow from becoming mixed into stockpile or in material being removed from stockpile.

3.2 CLEANING

- .1 Progress Cleaning: Leave Work area clean at end of each day.
- .2 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment.
- .3 Leave aggregate stockpile site in tidy, well drained condition, free of standing surface water.

- .4 Remove any unused aggregates.
- .5 Waste Management: separate waste materials in accordance with Section 01 74 21-
Construction/Demolition Waste Management and Disposal.

END OF SECTION

Part 1 General

1.1 RELATED REQUIREMENTS

- .1 Section 31 05 16 Aggregate Materials

1.2 REFERENCE STANDARDS

- .1 American Society for Testing and Materials International (ASTM)
 - .1 ASTM C136-14, Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
 - .2 ASTM D422-63(2007)e2, Standard Test Method for Particle-Size Analysis of Soils.
 - .3 ASTM D698 - 12e2, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³) (600 kN-m/m³).
 - .4 ASTM D1557 - 12e1, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³) (2,700 kN-m/m³).
- .2 Canadian General Standards Board (CGSB)
 - .1 CAN/CGSB-8.1-88, Sieves, Testing, Woven Wire, Inch Series.
 - .2 CAN/CGSB-8.2-M88, Sieves, Testing, Woven Wire, Metric.
- .3 Ontario Ministry of Transportation (MTO) - Ontario Provincial Standard Specifications (OPSS)
 - .1 OPSS 501, Construction Specification for Compacting, Nov 2014

1.3 DEFINITIONS

- .1 Unclassified excavation: excavation of deposits of whatever character encountered in Work.
- .2 Waste material: excavated material unsuitable for use in Work or surplus to requirements.
- .3 Borrow material: material obtained from locations outside area to be graded, and required for construction of fill areas or for other portions of Work.
- .4 Recycled fill material: material, considered inert, obtained from alternate sources and engineered to meet requirements of fill areas.
- .5 Unsuitable materials:
 - .1 Weak, chemically unstable, and compressible materials.
 - .2 Frost susceptible materials:
 - .1 Fine grained soils with plasticity index less than 10 when tested to ASTM D4318, and gradation within limits specified when tested to ASTM D422 and ASTM C136: Sieve sizes to CAN/CGSB-8.1 and CAN/CGSB-8.2.
 - .2 Table:

Sieve Designation	% Passing
2.00 mm	100
0.10 mm	45 - 100
0.02 mm	10 - 80
0.005 mm	0 - 45

- .3 Coarse grained soils containing more than 20 % by mass passing 0.075 mm sieve.

1.4 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Make submittals in accordance with Section 01 33 00.
- .2 Quality Control: in accordance with Section 01 45 00:
- .1 Submit condition survey of existing conditions as described in Existing Condition article of this Section.
- .2 Submit to Engineer written notice at least 7 days prior to excavation work, to ensure cross sections are taken.
- .3 Submit to Engineer written notice when bottom of excavation is reached.
- .4 Submit to Engineer testing and inspection results report as described in PART 3 of this Section.
- .3 Preconstruction Submittals:
- .1 Submit to samples of all bedding and backfill materials used on this project to Engineer.
- .2 Submit to Engineer gradation testing of all materials and certificate of compliance.
- .3 Submit to Engineer dewatering plan.
- .4 Submit to Engineer, work drawings for all temporary works
- .4 Samples:
- .1 Submit samples in accordance with Section 01 33 00.
- .2 Inform Engineer at least 2 weeks prior to beginning Work, of proposed source of fill and unshrinkable fill materials and provide access for sampling
- .5 Health and Safety Requirements:
- .1 Do work in accordance with Section 01 33 00.

1.5 WASTE MANAGEMENT AND DISPOSAL

- .1 Waste management and disposal in accordance with Section 01 74 21.
- .2 All excavated material to be disposed of off-site.

1.6 EXISTING CONDITIONS

- .1 Buried services:
- .1 Before commencing work establish location of buried services on and adjacent to site.

- .2 Prior to beginning excavation Work, notify applicable Engineer establish location and state of use of buried utilities and structures.
- .3 Maintain and protect from damage, water, sewer, gas, electric, telephone and other utilities and structures encountered.

Part 2 Products

2.1 MATERIALS

- .1 Granular material: to Section 31 05 16:
 - .1 Granular A.
 - .2 Granular B, Type II. Crushed Stone

Part 3 Execution

3.1 RELATED WORK

- .1 Implement temporary erosion and sedimentation control measures in accordance with Section 01 35 43 prior to work under this section.

3.2 SITE PREPARATION

- .1 Remove obstructions, from surfaces to be excavated within limits indicated.

3.3 PREPARATION/PROTECTION

- .1 Protect existing features in accordance with Section 01 56 00 and applicable local regulations.
- .2 Keep excavations clean, free of standing water, and loose soil.
- .3 Protect natural and man-made features required to remain undisturbed. Unless otherwise indicated or located in an area to be occupied by new construction, protect existing trees from damage.
- .4 Protect buried services that are required to remain undisturbed.

3.4 STOCKPILING

- .1 Stockpile fill materials in suitable areas.
- .2 Protect fill materials from contamination.
- .3 Implement sufficient erosion and sediment control measures to prevent sediment release off construction boundaries and into water bodies.

3.5 EXCAVATIONS

- .1 Maintain sides and slopes of excavations in safe condition by appropriate methods and in accordance with Section 01 35 29.

- .2 Construct temporary Works to depths, heights and locations as indicated on working drawings.

3.6 EXCAVATION

- .1 Excavate to lines, grades, elevations and dimensions as indicated.
- .2 Remove concrete, paving, demolished foundations and rubble and other obstructions encountered during excavation.
- .3 Keep excavated and stockpiled materials safe distance away from edge of trench.
- .4 Restrict vehicle operations directly adjacent to open trenches.
- .5 Dispose of excavated material off site.
- .6 Do not obstruct flow of surface drainage or natural watercourses.
- .7 Earth bottoms of excavations to be undisturbed soil, level, free from loose, soft or organic matter.
- .8 Notify Engineer when bottom of excavation is reached.
- .9 Obtain Engineer approval of completed excavation.

3.7 BACKFILLING

- .1 Compaction Equipment: to OPSS 501:
 - .1 Use compaction equipment suited to the material to be compacted, degree of compaction required, and space available.
 - .2 Provide compaction equipment for control strips with a minimum static weight of 9,000 kg.
 - .3 Provide hand operated vibratory equipment with a power output no greater than 9.9 kW.
- .2 Do not proceed with backfilling operations until completion of following:
 - .1 Engineer has inspected and approved of construction below finish grade.
 - .2 Inspection, testing, approval, and recording location of underground utilities.
 - .3 Removal of concrete formwork.
 - .4 Removal of shoring and bracing; backfilling of voids with satisfactory soil material.
- .3 Areas to be backfilled to be free from debris, snow, ice, water and frozen ground.
- .4 Do not use backfill material which is frozen or contains ice, snow or debris.
- .5 Place backfill material in uniform layers not exceeding 150mm compacted thickness up to grades indicated. Compact each layer before placing succeeding layer.
- .6 Backfilling around installations:
 - .1 Place bedding and surround material as specified elsewhere.
 - .2 Do not backfill around or over cast-in-place concrete within 24 hours after placing of concrete.

- .3 **Compaction:**
 - .1 Compact backfill in accordance with OPSS 501
 - .2 Compact each layer of Granular material to following densities for material to ASTM D698:
 - .1 Granular A - Bedding: 100%.
 - .2 Granular B, Type II - Bedding: 100%.
 - .3 Granular B, Type II - Backfill: 98%.
- .7 Restore surface of excavation with material and finish to match existing adjoining surfaces.

3.8 RESTORATION

- .1 Upon completion of Work, remove waste materials and debris in accordance to Section 01 74 21, trim slopes, and correct defects as directed by Engineer.
- .2 Restore site in accordance with contract drawings.
- .3 Clean and reinstate areas affected by Work.
- .4 Protect newly graded areas from traffic and erosion and maintain free of trash or debris.

END OF SECTION

Part 1 General

1.1 RELATED REQUIREMENTS

- .1 Section 31 05 16

1.2 ACTION AND INFORMATIONAL SUBMITTALS

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

1.3 DELIVERY, STORAGE AND HANDLING

- .1 Deliver, store and handle materials in accordance with manufacturer's written instructions.
- .2 Storage and Handling Requirements:
 - .1 Store materials in accordance with manufacturer's recommendations.
 - .2 Replace defective or damaged materials with new.
- .3 Develop Construction Waste Management Plan related to Work of this Section.

Part 2 Products

2.1 MATERIALS

- .1 Granular 'A' - Ontario Provincial Standards Specification 1010.
- .2 Granular 'B' Type II - Ontario Provincial Standards Specification 1010.

Part 3 Execution

3.1 EXAMINATION

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

3.2 PREPARATION

- .1 Temporary Erosion and Sedimentation Control:
 - .1 Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to sediment and erosion control plan, specific to site, that complies with EPA 832/R-92-005 or requirements of authorities having jurisdiction, whichever is more stringent requirements of authorities having jurisdiction.

- .2 Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
- .3 Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 PLACING

- .1 Place granular sub-base after subgrade is inspected and approved by Engineer.
- .2 Construct granular sub-base to depth and grade in areas indicated.
- .3 Ensure no frozen material is placed.
- .4 Place material only on clean unfrozen surface, free from snow or ice.
- .5 Begin spreading sub-base material on crown line or high side of one-way slope.
- .6 Place granular sub-base materials using methods which do not lead to segregation or degradation.
- .7 For spreading and shaping material, use spreader boxes having adjustable templates or screeds which will place material in uniform layers of required thickness.
- .8 Place material to full width in uniform layers not exceeding 150 mm compacted thickness.
 - .1 Engineer may authorize thicker lifts if specified compaction can be achieved.
- .9 Shape each layer to smooth contour and compact to specified density before succeeding layer is placed.
- .10 Remove and replace portion of layer in which material has become segregated during spreading.

3.4 COMPACTION

- .1 Compaction equipment to be capable of obtaining required material densities.
- .2 Efficiency of equipment not specified to be proved at least as efficient as specified equipment at no extra cost and written approval must be received from Engineer before use.
- .3 Equipped with device that records hours of actual work, not motor running hours.
- .4 Compact to density of not less than 98% maximum dry density in accordance with ASTM D1557 and ASTM D698.
- .5 Shape and roll alternately to obtain smooth, even and uniformly compacted sub-base.
- .6 Apply water as necessary during compaction to obtain specified density.
- .7 In areas not accessible to rolling equipment, compact to specified density with mechanical tampers approved by Engineer.
- .8 Correct surface irregularities by loosening and adding or removing material until surface is within specified tolerance.

3.5 PROOF ROLLING

- .1 For proof rolling use standard roller of 45400 kg gross mass with four pneumatic tires each carrying 11350 kg and inflated to 620 kPa. Four tires arranged abreast with centre to centre spacing of 730 mm maximum.
- .2 Obtain written approval from Engineer to use non standard proof rolling equipment.
- .3 Proof roll at level in sub-base as indicated.
 - .1 If non standard proof rolling equipment is approved, Engineer will determine level of proof rolling.
- .4 Make sufficient passes with proof roller to subject every point on surface to three separate passes of loaded tire.
- .5 Where proof rolling reveals areas of defective subgrade:
 - .1 Remove sub-base and subgrade material to depth and extent as directed by E Engineer.
 - .2 Backfill excavated subgrade with sub-base material and compact in accordance with this section.
 - .3 Replace sub-base material and compact.
- .6 Where proof rolling reveals areas of defective sub-base, remove and replace in accordance with this section at no extra cost.

3.6 CLEANING

- .1 Progress Cleaning: clean in accordance with Section 01 74 11- Cleaning.
 - .1 Leave Work area clean at end of each day.
- .2 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment in accordance with Section 01 74 11- Cleaning.
- .3 Waste Management: separate waste materials for reuse in accordance with Section 01 74 21- Construction/Demolition Waste Management and Disposal.
 - .1 Remove recycling containers and bins from site and dispose of materials at appropriate facility.

3.7 SITE TOLERANCES

- .1 Finished sub-base surface to be within 10 mm of elevation as indicated but not uniformly high or low.

3.8 PROTECTION

- .1 Maintain finished sub-base in condition conforming to this section until granular sub-base is accepted by Engineer.

END OF SECTION

Part 1 General

1.1 RELATED REQUIREMENTS

- .1 Section 32 12 16.16.

1.2 PRODUCTS INSTALLED BUT NOT SUPPLIED UNDER THIS SECTION

- .1 Contractor will supply:
 - .1 Asphalt tack coat material delivered to job site by tank truck in 205 L drums.

1.3 MEASUREMENT PROCEDURES

- .1 Asphalt tack coat will be measured in litres at 15 degrees C of diluted emulsified asphalt actually applied.
 - .1 Volume to be corrected to the volume at 15 degrees C to ASTM D1250 for cutback asphalt, and ASTM D633 for tar, and Table IV-3 of the Asphalt Institute's Manual MS-6 for emulsified asphalt.
 - .2 Water added to emulsified asphalt will not be measured for payment.

1.4 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submit in accordance with Section 01 33 00- Submittal Procedures.
- .2 Product Data:
 - .1 Submit manufacturer's instructions, printed product literature and data sheets for asphalt tack coat and include product characteristics, performance criteria, physical size, finish and limitations.
- .3 Samples:
 - .1 Submit two- 4 L samples of asphalt tack coat material proposed for use in new, clean, airtight, sealed, wide mouth plastic lined cans to Engineer, at least 2 weeks prior to beginning Work.
 - .2 Sample asphalt tack coat material to: ASTM D140.
 - .3 Provide access on tank truck for Engineer to sample asphalt material to be incorporated into Work to ASTM D140.
- .4 Sustainable Design Submittals:
 - .1 Construction Waste Management:
 - .1 Submit project Waste Management Plan highlighting recycling and salvage requirements.
 - .2 Recycled Content:
 - .1 Submit listing of recycled content products used, including details of required percentages of recycled content materials and products, showing their costs and percentages of post-industrial content, and total cost of materials for project.

1.5 QUALITY ASSURANCE

- .1 Upon request from Engineer, submit manufacturer's test data and certification that asphalt prime material meets requirements of this Section.

1.6 DELIVERY, STORAGE AND HANDLING

- .1 Deliver, store and handle materials in accordance with manufacturer's written instructions.
- .2 Delivery and Acceptance Requirements: deliver materials to site in original factory packaging, labelled with manufacturer's name and address.
- .3 Storage and Handling Requirements:
 - .1 Store materials indoors off ground and in accordance with manufacturer's recommendations in clean, dry, well-ventilated area.
 - .2 Store and protect asphalt tack coats from nicks, scratches and blemishes.
 - .3 Replace defective or damaged materials with new.
- .4 Deliver, store and handle materials in accordance with ASTM D140.
- .5 Provide, maintain and restore asphalt storage area.
- .6 Develop Construction Waste Management Plan related to Work of this section.
- .7 Packaging Waste Management: remove for reuse and return by manufacturer of packaging materials as specified in Construction Waste Management Plan in accordance with Section 01 74 21- Construction/Demolition Waste Management and Disposal.

1.7 WASTE MANAGEMENT AND DISPOSAL

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

Part 2 Products

2.1 MATERIALS

- .1 Anionic emulsified asphalt: to CAN/CGSB-16.2, grade: SS-1.
- .2 Cut-back asphalt; to AASHTO M081-92-UL, grade RC-70 or RC-250.
- .3 Water: clean, potable, free from foreign matter.

2.2 EQUIPMENT

- .1 Equipment required for Work of this Section to be in satisfactory working condition and maintained for duration of Work.
- .2 Pressure distributor:
 - .1 Designed, equipped, maintained and operated so that asphalt material can be:
 - .1 Maintained at even temperature.
 - .2 Applied uniformly on variable widths of surface up to 5m.

- .3 Applied at readily determined and controlled rates from 0.2 to 5.4L/m² with uniform pressure, and with allowable variation from any specified rate not exceeding 0.1L/m².
- .4 Distribute in uniform spray without atomization at temperature required.
- .2 Equipped with meter, registering travel in metres per minute, visibly located to enable truck driver to maintain constant speed required for application at specified rate.
- .3 Equipped with pump having flow metre graduated in units of 5 L or less per minute passing through nozzles and readily visible to operator. Pump power unit to be independent of truck power unit.
- .4 Equipped with easily read, accurate and sensitive device which registers temperature of liquid in reservoir.
 - .1 Measure temperature to closest whole number.
- .5 Equipped with accurate volume measuring device or calibrated tank.
- .6 Equipped with nozzles of same make and dimensions, adjustable for fan width and orientation.
- .7 Equipped with nozzle spray bar, with operational height adjustment in increments of 0.6 metres and capable of being raised or lowered.
- .8 Cleaned if previously used with incompatible asphalt material.

Part 3 Execution

3.1 EXAMINATION

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

3.2 APPLICATION

- .1 Apply asphalt tack coat only on clean and dry surface.
- .2 Dilute asphalt emulsion with water at 1:1 ratio for application.
 - .1 Mix thoroughly by pumping or other method approved Engineer.
- .3 Apply asphalt tack coat evenly to pavement surface at rate as directed by Engineer, between 0.4 and 0.6 L/m² but not to exceed 0.7 L/m².
- .4 Paint contact surfaces of curbs, gutters, headers, manholes and like structures with thin, uniform coat of asphalt tack coat material.
- .5 Apply asphalt tack coat only when air temperature greater than 10 degrees C and when rain is not forecast within 2 hours minimum of application.

- .6 Apply asphalt tack coat only on unfrozen surface.
- .7 Evenly distribute localized excessive deposits of tack coat by brooming as directed by Engineer.
- .8 Where traffic is to be maintained, treat no more than one half of width of surface in one application.
 - .1 Control traffic in accordance with Section 01 55 26- TRAFFIC CONTROL.
- .9 Keep traffic off tacked areas until asphalt tack coat has set.
- .10 Re-tack contaminated or disturbed areas as directed by Engineer.
- .11 Permit asphalt tack coat to set before placing asphalt pavement.
- .12 Submit summary report within 7 days minimum of date of application and include information as follows:
 - .1 Total area tack coated.
 - .2 Quantity of tack coat used.
 - .3 Mean application rate.
 - .4 Actual product quantity used when using equipment on pressure distributors.
 - .5 Dipstick measurements or electronic printouts are acceptable.
- .13 Carry out measurements in presence of Engineer upon request.
- .14 Inspect tack coat application to ensure uniformity.
 - .1 Re-spray areas of insufficient or non-uniform tack coat coverage as directed by EngineerDear.
 - .2 Ensure tack coating performed using hand held devices is consistent in appearance with adjacent areas of machine applied material.

3.3 CLEANING

- .1 Progress Cleaning: clean in accordance with Section 01 74 11- Cleaning.
 - .1 Leave Work area clean at end of each day.
- .2 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment in accordance with Section 01 74 11- Cleaning.
- .3 Waste Management: separate waste materials for recycling in accordance with Section 01 74 21- Construction/Demolition Waste Management and Disposal.
 - .1 Remove recycling containers and bins from site and dispose of materials at appropriate facility.

END OF SECTION

Part 1 General

1.1 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submit in accordance with Section 01 33 00- Submittal Procedures.
- .2 Product Data:
 - .1 Submit manufacturer's instructions, printed product literature and data sheets for asphalt paving wearing course application and include product characteristics, performance criteria, physical size, finish and limitations.
- .3 Samples:
 - .1 Submit samples in accordance with Section 01 33 00- Submittal Procedures.
 - .2 Inform Engineer of proposed source of aggregates and provide access for sampling at least 4 weeks prior to commencing work.
 - .3 Submit samples of following materials proposed for use at least 4 weeks prior to commencing work:
 - .1 Two 4 L containers of asphalt material.
 - .1 Supply emulsified asphalt in plastic containers.
- .4 Certificates: submit certificates signed by manufacturer certifying that materials comply with specified performance characteristics and physical properties.
- .5 No reclaimed asphalt material to be used on this project.

1.2 DELIVERY, STORAGE AND HANDLING

- .1 Deliver, store and handle materials in accordance with Section with manufacturer's written instructions.
- .2 Submit copies of freight and waybills for asphalt material to Engineer as shipments are received. Engineer reserves right to weigh material as received.
- .3 Develop Construction Waste Management Plan related to Work of this Section.
- .4 Packaging Waste Management: remove for reuse as specified in Construction Waste Management Plan in accordance 01 74 21- Construction/Demolition Waste Management and Disposal.

Part 2 Products

2.1 MATERIALS

- .1 All asphalt on this project to comply with the following:
 - .1 PGAC: PG 70-34 minimum.
 - .2 Binder (Low and Intermediate): Superpave 19.0 Binder Course.
 - .3 Top course: Superpave 12.5 FC 2.
 - .4 Denso Band to be in width of 45 mm as manufactured by Denso Band America.

Part 3 Execution

3.1 EXECUTION

- .1 In accordance with OPSS.MUNI 310.
- .2 The vibro function on rollers to be turned off when paving structures.
- .3 Binder and top course of paving will require the use of Material Transfer Vehicles. The material transfer vehicle is not required for lower binder course and smaller local placement of asphalt.
- .4 Denso Band to be supplied as per manufacturer prior to paving top course and primer shall be utilized.

END OF SECTION

Part 1 General

1.1 MATERIALS

- .1 Water: in accordance with Engineer's approval.

Part 2 Execution

2.1 APPLICATION

- .1 Apply water with equipment approved by Engineer at rate of 0.2 L/m² for liquid or directed by Engineer.
- .2 Apply water with distributors equipped with means of shut-off and with spray system to ensure uniform application.

2.2 CLEANING

- .1 Progress Cleaning: clean in accordance with Section 01 74 11- Cleaning.
 - .1 Leave Work area clean at end of each day.
- .2 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment in accordance with Section 01 74 11- Cleaning.
- .3 Waste Management: separate waste materials for recycling in accordance with Section 01 74 21- Construction/Demolition Waste Management and Disposal.
 - .1 Remove recycling containers and bins from site and dispose of materials at appropriate facility.
 - .2 Place materials defined as hazardous or toxic in designated containers.

END OF SECTION

Part 1 General

1.1 RELATED REQUIREMENTS

- .1 Section 01 55 26 Traffic Control

1.2 MEASUREMENT AND PAYMENT

- .1 Measure by number of individual bollards. Include in this unit price the cost of parging of concrete surfaces at anchorages, where required.

1.3 REFERENCE STANDARDS

- .1 Follow City of Ottawa standards and approved product. The appearance and performance to be similar or better to bicycle delineators installed throughout City of Ottawa (example: Wellington Street to the east of the crossing).
- .2 Pre- approved supplier: Develotech Inc.
4655, Tanguay Street
Saint-Hyacinthe (Quebec) J2R 2H3
Canada
Phone: 450 799-4537
Fax: 450 799-4538
Email: sales@develotech.com

1.4 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submit in accordance with Section 01 33 00- Submittal Procedures.
- .2 Product Data:
 - .1 Submit manufacturer's instructions, printed product literature and data sheets for flexible bicycle bollards and include product characteristics, performance criteria, physical size, finish and limitations.
- .3 Samples:
 - .1 Notify Departmental Representative at least 4weeks prior to commencing Work of proposed source of guide posts and provide access for inspection.

1.5 QUALITY ASSURANCE

- .1 Supply only new materials for work under this specification.

1.6 DELIVERY, STORAGE AND HANDLING

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

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

Part 2 Products

2.1 MATERIALS

- .1 The flexible bollards to be specifically designed for use on cycling facilities:
 - .1 Height: 1.22 m.
 - .2 Width 10.2 cm
 - .3 Thickness: at least 3 mm
 - .4 Colour of bollard: green. Color of reflective sheeting: white
 - .5 Four sheeting stripes on each side.
 - .6 Anchors Drop in Anchors: 12.5 mm diameter, 45 mm embedment (1 ¾ inch),
 - .7 Bollards to be removable and anchors reusable seasonally

Part 3 Execution

3.1 PREPARATION

- .1 Drill and install anchors as per manufacturer instruction in concrete and granite.
- .2 Parge concrete as required for installation with fast setting proprietary cementitious mortar approved by Engineer.
- .3 Implement all required traffic control and bicycle traffic control required for installation.
- .4 Carry out the work in stages and as required at times to minimize interference with bicycle traffic.
- .5 Install signage directing cyclists to walk the bicycles through the work area where bollards are being installed.

3.2 INSTALLATION

- .1 Install perpendicular to grade.

3.3 CLEANING

- .1 Progress Cleaning: clean in accordance with Section 01 74 11- Cleaning.
 - .1 Leave Work area clean at end of each day.

END OF SECTION

Appendix C: MMF: Basic Project Mitigation Measures (Step 3a)

This template is meant to be used by Authorities in determining the significance of potential adverse environmental effects of a proposed basic project, as well as outlining the associated mitigation measures.

Section A: Project Identification

Project Title:	Portage Bridge – Roadway Surface Repairs
Project Location:	Portage Bridge, Ottawa, ON, Gatineau, QC
Lead Authority:	National Capital Commission
Contact Name:	Michael Moroz
Title:	Project Manager
Telephone No.:	613-239-5678, ext. 5746
Email Address:	michael.moroz@ncc-ccn.ca
Other Authority(ies):	Allison Myatt, P.Ge, Environmental Officer.
Contact Information:	613-239-5678, ext. 5033

Section B: Project Description and Description of the Environment

Project Description:	<p>Currently, the pavement over the entire crossing is in poor condition with numerous cracks, deep rutting and numerous localized repairs. The underside of the bridge requires repairs to the concrete soffit and bridge bearings.</p> <p>The project is split into two phases. Phase 1 is proposed to be implemented in summer 2018/19 (August to September), which includes rehabilitation of the asphalt surface and drainage of the bridge crossing. Phase 2 is to be implemented in summer 2019/20, which includes repairs to the underside of the bridge, bicycle barrier and repairs to asphalt of HOV NBL. These repairs form part of the life cycle management plan to reduce the risk to public safety, improve user comfort and maintain the bridge service life until major reconstruction in 10 to 25 years from now.</p> <p>In addition to the surface repairs, cycle track improvements will be implemented to increase cyclist comfort and safety. The improvements will include a slightly wider cycle track and a vertical concrete barrier between the cycle track and vehicular lanes. This will be done in 2019.</p> <p>A contractor staging and storage area will be located on the west side of the Mill Street Brew Pub entrance road off Wellington Street or on the west side of Victoria Island as shown in Contract Plans if Contractor elect to use the sites. Both of these specified areas are known contaminated sites and use of these two sites by Contractor for depot is at Contractors own choosing and all costs associated with any specified or legally required provisions of use, disturbance and remediation are responsibility of Contractor.</p> <p>Vehicular and cycle traffic will be disrupted during construction. Single vehicular lanes in</p>
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each direction may be closed for a prolonged period. A traffic management plan will be included in the construction contract documents in order to minimize traffic impact.

Description of the Environment:

The Portage Bridge corridor is a major transportation route over the Ottawa River in the downtown core to connect the cities of Gatineau and Ottawa. The bridge was built by the NCC and opened in 1973 and forms part of Confederation Blvd. The corridor is comprised of bridges, land sections and a parking structure. On average, it carries approximately 40,000 vehicles/day with a posted speed of 60 km/hr. There are 3 vehicular lanes in each direction, with one lane in each direction reserved for high occupancy vehicles including buses, taxis and vehicles with 3 or more persons. Over 1000 buses (OC Transpo, STO) cross the bridge on a given weekday. There is a sidewalk on each side of the corridor and a bidirectional cycle track on the east side. A bicycle counting sensor was installed in 2012. Since 2014 it has counted over 300,000 cyclists every year. Between 2014 and 2017, the number of cyclists has increased by 4%/year. On an hourly basis, during the morning and afternoon commutes, the number of cyclists is over 400/hr.

Vegetation in the work area is negligible. Most of the work area is comprised of hard surfaces (concrete, asphalt, pavers).

Strong human and vehicular presence and associated disturbances does not favor the presence of wildlife. However, during the Bronson Pulp Mill Ruins and Richmond Landing Characterization investigation, 31 bird species were observed or heard, some of which are protected under the 1994 Act, Migratory Birds Convention (MBCA) or could potentially breed in the area. American Cliff Swallow's nests were observed under Portage Bridge in 2014. Canada Geese were observed in the Richmond Landing and Bronson Pulp Mill Ruins areas. However, during recent observations, no geese have been observed in the proposed work area.

Section C: Resources

Resources Consulted: Bronson Pulp Mill Ruins and Richmond Landing Public Access Projects, Environmental Characterization report, June 2015.

Section D: Mitigation Measures Requirement

Check the following box if no mitigation measures are required. If mitigation measures are required, proceed to section E.

<input type="checkbox"/>	No mitigation measures are required as one or more of the following conditions apply. <i>Continue to Section F. Do not complete section E.</i>	
	<input type="checkbox"/>	Potential impacts are limited to the interior of a building.
	<input type="checkbox"/>	There are no potential adverse biophysical and/or socio economic effects.

Section E: Identify Environmental Effects and Mitigation Measures

Summarize the potential adverse environmental effects as well as any corresponding effective and established mitigation measures which will be implemented should the project proceed. Establish if the environmental effect is biophysical (B.P.) and/or socio-economic (S.E.) by checking the corresponding box

for each completed row. Consult Step 3a of the Guide for help determining what constitutes biophysical and socio-economic effects. Add rows as needed.

Environmental Effect	B.P.	S.E.	Effective and Established Mitigation Measure
Machinery and equipment exhaust emissions	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> • Equipment and machinery will be kept in good working condition. • To the extent possible, minimize unnecessary idling of equipment and vehicles • Use low-Sulphur diesel or ethanol-based fuel wherever possible to reduce vehicle emissions. • Regularly service vehicles and practice preventive maintenance to reduce vehicle emissions. • The use of energy efficient vehicles and machinery is encouraged to reduce carbon emissions. • Construction activities with the potential to release airborne particles will be avoided during extended periods of drought or high winds. • Dust conditions will be monitored and actions to suppress dust will be taken as necessary.
Noise Control	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> • Avoid excess and unnecessary noise. • The proposed works and noise levels emitted by all equipment and machinery will be in compliance with the applicable municipal Noise Control By-law. • Equipment and machinery will be maintained in good working condition to keep noise levels as low as possible. • Speed limits shall be respected and the speed of vehicles on the work site shall be limited. • Motorized equipment and other noisy equipment will be equipped with mufflers, acoustic enclosures or other noise-control devices. • Any powered equipment will be shut off when not in use. • If necessary, provide suitable personal hearing protectors as well as proper instruction to construction workers so that exposed workers can perform their work in a manner which is safe and without risks to their health and safety.
Spills Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> • Any environmental spills (biological, chemical or petroleum based) must be reported to the NCC 24 Hour Emergency Communication Service at 613-239-5353. • Any release of potential contaminants, such as fuel, chemicals, or other hazardous materials, must be reported to the NCC immediately. • A spill report form is available from the NCC and will be completed and sent to NCC Environmental Services within 24 hours of the spill. The Spill Report, Response and Review Log will be submitted to the NCC Contract Manager and will include details on the spill. • All spills must also be reported to the appropriate provincial authority where a spill: discharges to air, land or water, is in excess of normal usage, has escaped its means of containment, or has been combined with other products affecting its chemical stability which could cause an adverse effect (i.e. negative impact on health, environment or property). • Spill response materials should be available wherever hazardous materials are used or stored. These spill response materials should be suitable in type and quantity to the type and quantity of hazardous materials being used at that location. • All Contractors and their staff must be trained on how to use the spill material and equipment. • All used absorbent material must be disposed of in accordance with applicable regulatory requirements. • Spills must be contained and cleaned up in accordance with all federal, provincial, and local regulatory requirements.
Operation of machinery	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> • Wash, refuel and service machinery and store fuel and other materials for the machinery in such a way as to prevent any

		<p>deleterious substances from entering the water.</p> <ul style="list-style-type: none"> • Refuelling, maintenance and necessary repairs shall be carried out on a site designated for this purpose located at least 60 metres from any waterbody or wetland, up to the annual high-water mark. Place a tarp under the machinery during refuelling. Machinery shall not be washed at the site.
Protection of Migratory Birds	<input checked="" type="checkbox"/>	<input type="checkbox"/> <ul style="list-style-type: none"> • Any wildlife incidentally encountered during construction will not be knowingly harmed. • Nesting migratory birds will be protected in accordance with the <i>Migratory Birds Convention Act, 1994</i>. • The Proponent/Contractor will not destroy active nests (i.e. nests with eggs or young birds), or wound or kill birds, of species protected under the <i>Migratory Birds Convention Act, 1994</i> and/or regulations under the Act. • If a nesting migratory bird or nest containing eggs or young migratory birds are identified within, adjacent or under the Portage Bridge and work area and construction activities would result in a contravention of the <i>Migratory Birds Convention Act, 1994</i> all activities will stop and the NCC and Environment Canada will be contacted to discuss mitigation measures. • Any nests found should be protected with a buffer zone determined by a setback distance appropriate to the species, the intensity of the disturbance and the surrounding habitat until the young have naturally and permanently left the vicinity of the nest. • Structure works will be avoided during the core migratory bird breeding and nesting season between April 15 And August 15. However, the Proponent should consult Environment Canada's guidance on nesting zone mapping and regional nesting periods, as well as Environment Canada's Wildlife Service office for species-specific nesting periods. • In the event that structure works must occur within the breeding bird season (i.e. regional or species-specific nesting periods), the Proponent will retain a qualified Avian Biologist to conduct a nesting survey prior to undertaking the work. • Where maintenance activities on a structure must take place during the core migratory bird breeding and nesting season, netting or other appropriate systems may be temporarily installed prior to the beginning of the breeding bird season in order to prevent birds from initiating nesting on the structure. • The Proponent/Contractor will ensure that the work site is kept clean and that no garbage or food scraps that could attract animals or alter their behavior are left behind. • The Proponent will ensure that all debris and solid waste left on site, as well as temporary fencing and signs are removed after completion of the works.
Known Contaminated Sites		<ul style="list-style-type: none"> • Both allowed staging areas in the Portage Bridge repaving project on Victoria Island and the land adjacent to the Mill Restaurant are known contaminated sites. • Use of these areas will disturb the ground and expose contamination. • The contractor is responsible during and after construction for maintenance and removal of the staging areas, so that ecological receptors and human health are protected during and after the work and this includes public and his own workers. • Provisions such as following will be required: erosion and sediment control, decontamination of equipment, personal protective equipment, removal and disposal of contaminated soil, site reinstatement and grading, top soil and sod, that will require maintenance, watering and cutting until is established. • Any soil removed from the sites will need to be disposed of as contaminated waste at an MOECC approved landfill (NO disturbed

		<p>soil is to be reused on-site</p> <ul style="list-style-type: none"> • No disturbed soil at the construction depot sites is to be reused on site. Weigh bills from the receiving landfill to ensure proper disposal are to be submitted to Engineer. • Any removed vegetation growing above surface can be disposed as typical garden waste. Anything growing below surface such as roots shall be disposed as a typical garden waste. • The Contractor may elect to carry out own testing of contamination to reduce the disposal provisions or treat all soil as contaminated. • All disturbed areas at the completion of the project to be reinstated with 100 mm top soil and sod that will be maintained, cut and watered until established. • All costs associated with use and remediation measures of the depot areas on contaminated sites are to be borne by Contractor and included in his price.
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Section F: Determination

Taking into account implementation of mitigation measures outlined in the analysis, this project:

<input checked="" type="checkbox"/>	Is not likely to cause significant adverse environmental effects.
<input type="checkbox"/>	Requires further analysis. Complete an Environmental Effects Analysis (Step 3b).

Section G: Sign-off and Approval

Comments:		
	Signature	Date

Comments:		
	Signature	Date

Comments:		
	Signature	Date