



SPECIFICATIONS

SOLICITATION #: 20-58036

BUILDING: 100 Sussex Drive
Ottawa, Ontario

PROJECT: S77 - Freight Elevator 'C' Modernization

PROJECT #: 5813

Date: July 2020

SPECIFICATION

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National Research Council Conseil national de recherches
Canada Canada

Administrative Services Direction des services
& Property management administratif et gestion
Branch (ASPM) de l'immobilier (SAGI)

Construction Tender Form

Project Identification **S77 - Freight Elevator 'C' Modernization**

Tender No.: **20-58036**

1.2 Business Name and Address of Tenderer

Name _____

Address _____

Contact Person(Print Name) _____

Telephone (_____) _____ **Fax:** (_____) _____

1.3 Offer

I/We the Tenderer, hereby offer to Her Majesty the Queen in Right of Canada (hereinafter referred to as "Her Majesty") represented by the National Research Council Canada to perform and complete the work for the above named project in accordance with the Plans and Specifications and other Tender Documents, at the place and in the manner set out therein for the Total Tender Amount (to be expressed in numbers only) of: \$_____. _____
in lawful money of Canada (excluding GST/HST)

The above amount is inclusive of all applicable (*) Federal, Provincial and Municipal taxes except that in the event of a change in any tax imposed under the Excise Act, the Excise Tax Act, the Old Age Security Act, the Customs Act, the Customs Tariff or any provincial sales tax legislation imposing a retail sales tax on the purchase of tangible personal property incorporated into Real Property, that occurs

- .1 after the date this tender was mailed or delivered, or
- .2 if this tender is revised, after the date of the last revision

the amount of this offer shall be decreased or decreased in the manner provided for in GC22 of the General Conditions of the Contract Documents.

National Research Council Canada	Conseil national de recherches Canada
Administrative Services & Property management Branch (ASPM)	Direction des services administratif et gestion de l'immobilier (SAGI)

1.3.1 Offer (continued)

(*) For the purpose of this tender, the Goods and Services Tax (GST) is not to be considered as an applicable tax.

In the province of Quebec, the Quebec Sales Tax is not to be included in the tender amount because the Federal Government is exempt from this tax. Tenderers shall make arrangements directly with the provincial Revenue Department to recover any tax they may pay on good and services acquired in the performance of this contract. However, tenderers should include in their tender amount Quebec Sales Tax for which an Input Tax Refund is not available.

1.4 Acceptance and Entry into Contract

I/We undertake, within fourteen (14) days of notification of acceptance of my/our offer, to sign a contract for the performance of the work provided I/we are notified, by the Department, of the acceptance of my/our offer within 30 days of the tender closing date.

1.5 Construction Time

I/We Agree to complete the work within the time stipulated in the specification from the date of notification of acceptance of my/our offer.

1.6 Bid Security

I/We herewith enclose tender security in accordance with Article 5 of the General Instruction to Tenderers.

I/We understand that if a security deposit is furnished as tender security and if I/we refuse to enter into a contract when called upon to do so, my/our security deposit shall be forfeited but the Minister may, if it is in the public interest, waive the right of Her Majesty to forfeit the security deposit.

I/We understand that if the security furnished is not in the approved form as described in Article 5 of the General Instructions to Tenderers, my/our tender is subject to disqualification.

National Research Council Conseil national de recherches
Canada Canada

Administrative Services Direction des services
& Property management administratif et gestion
Branch (ASPM) de l'immobilier (SAGI)

1.7 Contract Security

Within fourteen (14) days after receipt of written notification of the acceptance of my/our offer, I/we will furnish contract security in accordance with the Contract Conditions "F" of the Contract Documents.

I/We understand that the contract security referred to herein, if provided in the form of a bill of exchange, will be deposited into the Consolidated Revenue Fund of Canada.

1.8 Appendices

This Tender Form includes Appendix No. ____N/A____.

1.9 Addenda

The Total Tender Amount provides for the Work described in the following Addenda:

NUMBER	DATE	NUMBER	DATE

(Tenderers shall enter numbers and dates of addenda)

National Research Council Canada	Conseil national de recherches Canada
Administrative Services & Property management Branch (ASPM)	Direction des services administratif et gestion de l'immobilier (SAGI)

1.10 Execution of Tender

The Tenderer shall refer to Article 2 of the General Instructions to Tenderers.

The cost breakdown must be included with your bid at closing date. Failure to include this may result in your bid being disqualified.

The proposed construction schedule must be included with your bid at closing date. Failure to include this may result in your bid being disqualified.

SIGNED, ATTESTED TO AND DELIVERED on the _____ day of
_____ **on behalf of**

(Type or print the business name of the Tenderer)

AUTHORIZED SIGNATORY (IES)

(Signature of Signatory)

(Print name & Title of Signatory)

(Signature of Signatory)

(Print name & Title of Signatory)

SEAL

BUY AND SELL NOTICE

S77 - Freight Elevator 'C' Modernization

The National Research Council Canada, 100 Sussex Drive Ottawa, has a requirement for a project that includes:

Work under this contract covers the modernization of the existing freight elevator 'C' in building S77, located at 100 Sussex Drive in Ottawa.

1. GENERAL

Questions regarding any aspect of the project are to be addressed to and answered only by the Departmental Representative (or his designate) or the Contracting Authority.

Any information received other than from the Departmental Representative (or his designate) or the Contracting Authority will be disregarded when awarding the contract and during construction.

Firms intending to submit tenders on this project should obtain tender documents through the Buyandsell.gc.ca TMA services provider. Addenda, when issued, will be available from the Buyandsell.gc.ca TMA service provider. Firms that elect to base their bids on tender documents obtained from other sources do so at their own risk and will be solely responsible to inform the tender calling authority of their intention to bid. Tender packages are not available for distribution on the actual day of tender closing.

2. MANDATORY SITE VISIT

It is mandatory that the bidder attends one of the site visits at the designated date and time. At least one representative from proponents that intend to bid must attend. The site visits will be held on **July 21st and July 22nd, 2020 at 10:00am**. Meet Kirk Williams at, 100 Sussex Drive, Ottawa, ON. Bidders who, for any reason, cannot attend at the specified date and time will not be given an alternative appointment to view the site and their tenders, therefore, will be considered as non-responsive. **NO EXCEPTIONS WILL BE MADE.**

* Due to COVID-19, we are taking additional measures to protect you and our employees at the site visits.

- To allow NRC to prepare for the site visits, all proponents are asked to pre-register 48 hours ahead of the job showing. Please register by emailing to Kirk Williams (**Kirk.Williams@nrc-cnrc.gc.ca**). Proponents shall provide contact name, email and phone number of person attending.
- At the site visit, to limit contact and risks:
 - o The proponents will stay and wait in their vehicle until being called to the site visit meeting point by the NRC Departmental Representative.
 - o The proponents will not be asked to sign the Attendance Form. Upon arrival at the site visit meeting point, The NRC Departmental Representative will gather the proponent's identification and contact information verbally and

mark it down on the Attendance Form on their behalf. It is the responsibility of all proponents to provide their identification and contact information as mandatory proof of attendance.

- The proponents will sanitize their hands at the hand sanitizing station.
 - The site visit will proceed with a maximum of three (3) proponents at a time. Each group will have approximate 20 minutes to review the site. The site visit will continue with the next round of three (3) proponents until each one has had a chance to review the site.
 - The site visits will take longer than usual, therefore anticipate a longer meeting duration.
 - Physical distancing: keeping a distance of at least 2 arms-length (approximately 2 metres) from others is imperative.
- Depending on the anticipated amount of pre-registration, the NRC may decide to schedule time slots for every group of three (3) proponents. The time slot for your site visit will be confirmed by the NRC Departmental Representative by email upon pre-registration. That time will supersede the site visit meeting time specified above.
 - Proposals submitted by bidders who have not attended the site visit or failed to submit their identification and contact information verbally at the site visit will be deemed non-responsive.

3. CLOSING DATE

Closing date is August 6th, 2020 at 14:00.

4. TENDER RESULTS

Following the Tender closing, the tender results will be sent by facsimile to all Contractors who submitted a tender

5. SECURITY REQUIREMENT FOR CANADIAN CONTRACTORS

5.1 MANDATORY SECURITY REQUIREMENT:

This procurement contains a mandatory security requirement as follows:

- 1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Director (CISD), Public Works Government Services Canada.
- 2 The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 3 The Contractor must comply with the provisions of the:
 - a. Security Requirements Checklist attached at Appendix "D"
 - b. Industrial Security Manual (Latest Edition) available at: <http://ssi-iss.tpsgc-pwgsc.gc.ca/ssi-iss-services/eso-oss-eng.html>

5.2 VERIFICATION OF SECURITY CLEARANCE AT BID CLOSING

- 1 The Bidder must hold a valid Designated Organization Screening (DOS) issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC), **TO BE INCLUDED WITH THEIR TENDER OR PROVIDED WITHIN 48 HOURS FROM THE DATE AND TIME OF TENDER CLOSING.** Verifications will be made through CISD to confirm the security clearance status of the Bidder. Failure to comply with this requirement will render the bid non-compliant and no further consideration will be given to the bid.
- 2 Within 72 hours of tender closing, the General Contractor must name all of his sub-contractors, each of whom **must hold a valid RELIABILITY STATUS**, granted or approved by CISD/PWGSC, or any other Federal Department or Agency along with the names and birthdates or security clearance certificate numbers of all personnel who will be assigned to the project.
- 3 It is to be noted that any subcontractor required to perform any part of the work during the performance of the subsequent contract must also adhere to the mandatory security requirement of the contract. As well, no personnel without the required level of security will be allowed on site. It will be the responsibility of the successful bidder to ensure that the security requirement is met throughout the performance of the contract. The Crown will not be held liable or accountable for any delays or additional costs associated with the contractor's non-compliance to the mandatory security requirement. Failure to comply with the mandatory security requirement will be grounds for being declared in default of contract.
- 4 For any enquiries concerning the project security requirement during the bidding period, the Bidder/Tenderer must contact the Security Officer @ 613-993-8956.

6.0 WSIB (WORKPLACE SAFETY AND INSURANCE BOARD)

- 1 All Bidders must provide a valid WSIB certificate with their Tender or prior to contract award.

7.0 OFFICE OF THE PROCUREMENT OMBUDSMAN

- 1 Clause for solicitation documents and regret letters for unsuccessful bidders

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent venue for Canadian bidders to raise complaints regarding the award of federal contracts under \$25,300 for goods and under \$101,100 for services. Should you have any issues or concerns regarding the award of a federal contract below these dollar amounts, contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information about OPO, including the available services, please visit the OPO website.

- 2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at

boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

3 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Work and Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.gc.ca.

The Departmental Representative or his designate for this project is: **Kirk Williams**
Telephone: **613 223-7842**.

Contracting Authority for this project is: **Collin Long collin.long@nrc-cnrc.gc.ca**
Telephone: **613 993-0431**.

INSTRUCTIONS TO BIDDERS

Article 1 – Receipt of Tender

- 1a) Tenders must be received not later than the specified tender closing time. Tenders received after this time are invalid and shall not be considered, regardless of any reason for their late arrival.
- 1b) A letter of printed telecommunication from a bidder quoting a price shall not be considered as a valid tender unless a formal tender has been received on the prescribed Tender Form.
- 1c) Bidders may amend their tenders by letter or printed telecommunication provided that such amendments are received not later than the specified tender closing time.
- 1d) Any amendments to the tender which are transmitted by telefax must be signed and must clearly identify the tenderer.

All such amendments are to be addressed to:
National Research Council of Canada
Collin Long, Procurement Officer
Building M-58
Montreal Road, Ottawa, Ontario
K1A 0R6

Collin.Long@nrc-cnrc.gc.ca

Article 2 – Tender Form & Qualifications

- 1) All tenders must be submitted on the Construction Tender Form and the tender must be signed in compliance with the following requirements:
 - a) Limited Company: The full names of the Company and the name(s) and status of the authorized signing officer(s) must be printed in the space provided for that purpose. The signature(s) of the authorized officer(s) and the corporate seal must be affixed.
 - b) Partnership: The firm name and the name(s) of the person(s) signing must be printed in the space provided. One or more of the partners must sign in the presence of a witness who must also sign. An adhesive coloured seal must be affixed beside each signature.
 - c) Sole Proprietorship : The business name and the name of the sole proprietor must be printed in the space provided. The sole proprietor must sign in the presence of a witness who must also sign. An adhesive coloured seal must be affixed beside each signature.
- 2) Any alterations in the printed part of the Construction Tender Form or failure to provide the information requested therein, may render the tender invalid.
- 3) All space in the Construction Tender Form must be completed and any handwritten or typewritten corrections to the parts so completed must be initialed immediately to the side of the corrections by the person or persons executing the tender on behalf of the the tenderer.
- 4) Tenders must be based on the plans, specifications and tender documents provided.
- 5) A proposal submitted by a bidder who's Board of Directors or proprietor(s) are in majority the same as a former vendor who has declared bankruptcy while performing work for NRC over the

last 7-years from the date of issuance of this RFP may be rejected and not eligible for award at NRC's sole discretion. In such case, NRC will advise the ineligible proponent(s).

- 6) A proposal submitted by a bidder who has had a previous contract cancelled by NRC due to lack of performance within 3 years from the issuance date of this RFP may be rejected and not eligible for award at NRC's sole discretion. In such case, NRC will advise the ineligible proponent(s).
- 7) If there is discrepancy between the English version and the French version of this document and any of the attachments and amendments, the English version will take precedence.

Article 3 - Contract

- 1) The Contractor will be required to sign a contract similar to the Standard Contract Form for Fixed Price Construction Contracts, a blank specimen of which is enclosed in the package for reference purposes.

Article 4 – Tender Destination

- 1a) Tenders are to be submitted by email to:

Collin.Long@nrc-cnrc.gc.ca

Endorsed "Tender for (insert title of work as it appears in the drawings and specifications)" and must bear the name and address of the tenderer.

- 1b) Unless otherwise specified, the only documents required to be submitted with the tender are the Tender form and the Bid Security.

Article 5 - Security

- 1a) Bid Security is required and must be submitted in one of the following forms:

- i) a certified cheque payable to the Receiver General for Canada and drawn on a member of the Canadian Payments Association or a local cooperative credit society that is a member of a central cooperative credit society having membership in the Canadian Payments Association; **OR**
- ii) bonds of the Government of Canada, or bonds unconditionally guaranteed as to principal and interest by the Government of Canada; **OR**
- iii) a bid bond.

- 1b) Regardless of the Bid Security submitted, it should never be more than \$250,000 maximum, calculated at 10% of the first \$250,000 of the tendered price, plus 5% of any amount in excess of \$250,000.

- 2a) Bid Security shall accompany each tender or, if forwarded separately from the tender, shall be provided not later than the specified tender closing time. Bid Security must be in the ORIGINAL form. Fax or photocopies and NOT acceptable. FAILURE TO PROVIDE THE REQUIRED BID SECURITY SHALL INVALIDATE THE TENDER.

- 2b) If the tender is not accepted, the Bid Security submitted pursuant to Article 8 shall be returned to the tenderer.

- 3a) The successful tenderer is required to provide security within 14 days of receiving notice of tender acceptance. The tenderer must furnish EITHER:
- i) a Security Deposit as described in 1(b) above together with a Labour and Material Payment Bond in the amount of at least 50% of the amount payable under the contract, OR
 - ii) a Performance Bond and a Labour and Material Payment Bond – each in the amount of 50% of the amount payable under the contract.
- 3b) Should it not be possible to obtain a Labour Material Payment Bond as required under 3(a) above, on making application thereof to at least two acceptable Bonding Companies, an additional Security Deposit of a straight 10% of the amount payable under the contract must be furnished.
- 3c) Where a tender has been accompanied by a Security Deposit, as described in 1(b) above, the amount of the Security Deposit required under 3(a) above may be reduced by the amount of the Security Deposit which accompanied the tender.
- 3d) Bonds must be in an approved form and from the companies whose

bonds are acceptable to the Government of Canada. Samples of the approved form of Bid Bond, Performance Bond and Labour and Material Payment Bond and a list of acceptable Bonding Companies may be obtained from the Contracting Officer, National Research Council, Building M-58, Montreal Road, Ottawa, Ontario, K1A 0R6.

Article 6 – Interest On Security Deposits

- 1) Tenderers are notified that they must make their own arrangements with their bankers as to the interest, if any, on the amount of the certified cheque accompanying their tender. The Council will not pay interest on said cheque pending the awarding of the contract nor be responsible for the payments of interest under any arrangement made by the tenderers.

Article 7 – Sales Tax

- 1) The amount of the tender shall include all taxes as levied under the Excise Act, the Excise Tax Act, the Old Age Security Act, the Customs Act or the Customs Tariff, in force or applicable at the time.
- 2) In Quebec, the Provincial Sales Tax should not be included in the Tender Price as the Federal Government is exempt. Tenderers should contact the Provincial Revenue Minister to recover all taxes paid for goods and services rendered under this contract.

Tenderers must include in their Tender Price the amount of Provincial Sales Tax for which the exemption does not apply.

Article 8 – Examination of Site

- 1) All parties tendering shall examine the sites of the proposed work before sending in their tender and make themselves thoroughly acquainted with the same and obtain for themselves any and all information that may be necessary for the proper carrying out of the Contract. No after claim will

be allowed or entertained for any work or material that may be requisite and necessary for the proper execution and completion of this Contract with the exception of that provided for under GC 35 in the General Conditions of the General Specification.

Article 9 – Discrepancies, Omissions, Etc.

- 1a) Bidders finding discrepancies in, or omissions from, drawings, specifications or other documents, or having any doubt as to the meaning or intent of any part thereof, should at once notify the Engineer who will send written instructions or explanation to all bidders.
- 1b) Neither the Engineer nor the Council will be responsible for oral instructions.
- 1c) Addenda or corrections issued during the time of the bidding shall be covered in the proposal. However, the contract supersedes all communications, negotiations and agreements, either written or oral, relating to the work and made prior to the date of the contract.

Article 10 – No additional Payments for Increased Costs

- 1) The only other adjustments in the contract price allowed are those specified in the General Conditions of the General Specification. The contract price will not be amended for change in freight rates, exchange rates, wage rates or cost of materials, plant or services.

Article 11 – Awards

- 1a) The Council reserves the power and right to reject tenders received from parties who cannot show a reasonable acquaintance with and preparation for the proper performance of the class of work herein specified and shown on plans. Evidence of such competence must be furnished by the tenderers if required to do so.
- 1b) A tenderer may be required to furnish to the Contracting Office, National Research Council of Canada, Building M-22, 1200 Montreal Road, Ottawa, Ontario, K1A 0R6, Canada, unsigned copies of the insurance requirements as covered by the Insurance Conditions of the General Specification.
- 1c) The Council does not bind itself to accept the lowest or any tender.

Article 12 – Harmonized Sales Tax

- 1) The Harmonized Sales Tax (HST) which is now in effect shall be considered an applicable tax for the purpose of this tender. However, the bidder shall NOT include any amount in the bid price for said HST. The successful contractor will indicate on each application for payment as a separate amount the appropriate HST the Owner is legally obliged to pay. This amount will be paid to the Contractor in addition to the amount certified for payment under the Contract in addition to the amount certified for payment under the Contract and will therefore not affect the Contract Price. The Contractor agrees to remit any HST collected or due to Revenue Canada.

Non-resident contractors

RST guide 804

Published August 2006

ISBN: 1-4249-2007-8 (Print), **1-4249-2009-4 (PDF)**, **1-4249-2008-6 (HTML)**

Publication Archived

Notice to the reader: For Retail Sales Tax (RST) – On July 1, 2010 the 13 per cent Harmonized Sales Tax (HST) took effect in Ontario replacing the existing provincial Retail Sales Tax (RST) and combining it with the federal Goods and Services Tax (GST). As a result, RST provisions described on this page and in other publications ended on June 30, 2010.

Effective July 1, 2010 this publication was archived for RST purposes **only**. Use caution when you refer to it, since it reflects the law in force for RST at the time it was released and may no longer apply.

- The information in this Guide explains the Retail Sales Tax (RST) responsibilities of a non-resident contractor who is awarded a construction contract to perform work in Ontario and their Ontario customers. Please note that this Guide replaces the previous version dated March 2001.

Non-Resident Contractor Defined

A non-resident contractor is a contractor located outside Ontario who has been awarded a construction contract to perform work in Ontario, and who has not maintained a permanent place of business in Ontario continuously for twelve months immediately prior to signing the contract, or which is not a company incorporated under the laws of Ontario. A construction contract is a contract for the erection, remodelling or repair of a building or other structure on land.

A contractor is a person who is in the business of constructing, altering, repairing or improving real property and includes, but is not limited to,

1. a general contractor and subcontractor,
2. a carpenter, bricklayer, stonemason, electrician, plasterer, plumber, painter, decorator, paver, and bridge builder,
3. a sheet metal, tile and terrazzo, heating, air conditioning, insulation, ventilating, papering, road, roofing and cement contractor, who installs or incorporates items into real property. (See RST [Guide 206 - Real Property and Fixtures](#)).

Registration and Guarantee Deposit

Non-resident contractors who are awarded a construction contract in Ontario are required to register with the Ministry of Finance (ministry), Centralized Programs Unit and post a guarantee equal to 4 per cent of the total of each Ontario contract. The guarantee can be paid in cash, by certified cheque (payable to the Minister of Finance), letter of credit or by a guarantee bond.

To register with the ministry and to obtain further information on posting a guarantee, contractors should contact the ministry's Centralized Programs Unit, 33 King Street West, PO Box 623, Oshawa, Ontario, L1H 8H7, toll-free 1 866 ONT-TAXS (1 866 668-8297) or fax to 905 435-3617.

Non-resident contractors who sell taxable goods on a supply only basis to Ontario customers, or provide taxable services in Ontario, may obtain a regular Vendor Permit to collect and remit RST on their sales. Non-resident contractors who have been issued a regular Vendor Permit must still register separately with the ministry and post a guarantee if they are awarded a construction contract in Ontario.

Letter of Compliance

After receiving the guarantee, the ministry mails out two copies of a "letter of compliance" to the contractor certifying the Retail Sales Tax (RST) requirements have been met. Contractors must give a copy of the letter to their customers.

If a copy of the compliance letter is not provided, the customer must withhold 4 per cent of all amounts payable to the non resident contractor and pay the withheld amounts to the Minister of Finance (minister). Details relating to the contract should be sent along with the payments to the Centralized Programs Unit. Customers may give the minister a guarantee bond equal to 4 per cent of the total contract price instead of making the 4 per cent payments.

Note: Customers who do not follow these requirements may be held liable for 4 per cent of all amounts payable to the non resident contractor or any other amount that the Ministry deems to be the RST payable resulting from the performance of the contract.

Calculation of RST

Fair Value

RST is payable on the "fair value" of materials, purchased or brought into Ontario, to be used for work performed in Ontario. "Fair value" includes:

- the purchase price in Canadian funds;
- all charges by the supplier for handling and delivery, and
- any federal customs duties and excise taxes paid (but not the federal Goods and Services Tax (GST)).

Contractors are also required to pay RST to Ontario suppliers on the purchase, rental or lease of taxable services, materials, machinery, or equipment.

Machinery and Equipment - Leased

If machinery or equipment is leased from a supplier outside Ontario and brought into the province, RST is payable on the lease payments for the period the machinery or equipment is in Ontario.

Machinery and Equipment - Owned by Contractor

If machinery or equipment is owned by the contractor, RST may be calculated in one of the following ways:

- a. If a contractor brings machinery and equipment into Ontario for less than 12 months' use, RST is to be calculated using the following formula:

$$1/36 \times \text{net book value at date of import} \times \text{number of months in Ontario} \times \text{tax rate}$$

For the purpose of this formula, RST is payable for each month or part of a month that the goods are in Ontario. A month is considered 31 consecutive days and a part month is considered more than 12 days. The RST payable is based on the number of days the machinery and equipment are located in Ontario and not the number of days the items are actually used.

Example: Equipment is brought into Ontario on March 28 and taken out on May 8. The items were in the province for 41 days. RST is payable on the first 31 days' temporary stay in Ontario vs. use of the equipment. Since the remainder (10 days) is not considered part of a month, no RST is payable on this portion.

- b. If, at the time the goods are brought into Ontario, it is expected that the machinery or equipment will be in Ontario for more than twelve months, contractors must pay Retail Sales Tax (RST) on the following basis:

net book value at date of import x tax rate

If, at the time of import, the length of time is not known, vendors may use the formula under (a). If they later find it necessary to keep the machinery and equipment in Ontario for more than 12 months, the RST paid under (a) may be deducted from the RST payable under (b).

Using formula (a) or (b) above, contractors will calculate and remit the RST payable on the return that is filed when the contract is finished.

(See Completion of Contract section)

M a n u f a c t u r i n g f o r O w n U s e

Contractors may need to manufacture items, such as doors and windows, for their construction contracts. Manufacturing is work done in a factory away from a construction site, or in a mobile unit or workshop that is on or near the construction site. Manufacturing occurs when raw materials are changed into manufactured goods for use in real property contracts.

Contractors are considered to be manufacturing contractors if they produce goods:

1. for their own use in real property contracts, and
2. the manufactured cost of the goods is more than \$50,000 a year.

(See RST Guide 401 - Manufacturing Contractors)

C o n t r a c t s w i t h t h e F e d e r a l G o v e r n m e n t

Where a non-resident contractor enters into a construction contract with the federal government, for the construction of a building and/or the installation of equipment, the nature of the equipment will determine whether the contract should be let on a tax-included or tax excluded basis.

Contracts for the construction of a building and the installation of equipment that directly services that building (i.e., elevators, escalators, light fixtures, central heating and air conditioning, etc.) should be tendered on a tax -included basis. Contractors are the consumers of the materials used in fulfilling these contracts and must pay or account for RST on the materials used to complete the contracts. There is NO exemption just because the contract is with the federal government.

Contracts for the installation of equipment that becomes a fixture and does not directly service a building (i.e., material handling equipment, production machinery, communication equipment, training equipment) may be tendered on a tax-excluded basis. Contractors engaged in contracts of this nature are permitted to make tax exempt purchases of such equipment by issuing a valid Purchase Exemption Certificate (PEC) to their supplier. Only non-resident contractors who have registered with the ministry and posted a guarantee may issue a PEC.

E x e m p t i o n s

Contractors may supply and install equipment or materials for certain customers that may be entitled to an exemption from RST (e.g., manufacturers, Indian band councils, farmers and diplomatic organizations). The equipment or materials, when installed, becomes real property if it is permanently attached to land, or a fixture if it is permanently attached to a building or real property structure. Since

contractors are liable for RST, they should contact the ministry to find out if the customer qualifies for exemption before tendering the contract on a tax-excluded basis.

Status Indians, Indian Bands and Band Councils

Non-resident contractors may purchase building materials exempt from Retail Sales Tax (RST) for certain buildings and structures situated on reserves. The cost of such projects must be paid by the band council, and the buildings must provide a community service for the reserve. Contracts for the construction of an exempt community building project should be made on an RST-excluded basis. Non-resident contractors may purchase the materials exempt from RST by providing suppliers with a valid Purchase Exemption Certificate (PEC). As noted previously, only non-resident contractors who have registered with the ministry and posted a guarantee may issue a PEC. (See RST Guide [204 - Purchase Exemption Certificates](#)).

Non-resident contractors must pay RST on items purchased for incorporation into a building or structure built for individual status Indians on a reserve. (See RST [Guide 808 - Status Indians, Indian Bands and Band Councils](#)).

Completion of Contract

When a contract is completed, non-resident contractors who were required to post a guarantee must complete a [Non-Resident Contractor Retail Sales Tax Return \[PDF - 92 KB\]](#) that is provided by the ministry.

If a contractor's guarantee was given in cash or by certified cheque, the amount of the deposit can be deducted from the RST liability owed by the contractor. If the liability is greater than the deposit, the amount remaining must be paid by the contractor. If the deposit is more than the liability, the contractor will receive a refund.

If a guarantee bond was posted instead of cash, the bond will be discharged once the RST liability is paid in full.

All returns are subject to audit.

Legislative References

- Retail Sales Tax Act, Subsections 19(2) and 39(3)(4) and (5)
- Regulation 1012 under the Act, Subsections 15.3(1)(2)(5)(6) and (7)
- Regulation 1013 under the Act, Sections 1 and 3

For More Information

The information contained in this publication is only a guideline. For more information, please contact the Ontario Ministry of Finance at 1 866 ONT-TAXS (1 866 668-8297) or visit our website at ontario.ca/finance.

Acceptable Bonding Companies

Published September 2010

The following is a list of insurance companies whose bonds may be accepted as security by the government.

1. Canadian Companies

- ACE INA Insurance
- Allstate Insurance Company of Canada
- Ascentus Insurance Ltd. (Surety only)
- Aviva Insurance Company of Canada
- AXA Insurance (Canada)
- AXA Pacific Insurance Company
- Canadian Northern Shield Insurance Company
- Certas Direct Insurance Company (Surety only)
- Chartis Insurance Company of Canada (formerly AIG Commercial Insurance Company of Canada)
- Chubb Insurance Company of Canada
- Commonwealth Insurance Company
- Co-operators General Insurance Company
- CUMIS General Insurance Company
- The Dominion of Canada General Insurance Company
- Echelon General Insurance Company (Surety only)
- Economical Mutual Insurance Company
- Elite Insurance Company
- Everest Insurance Company of Canada
- Federated Insurance Company of Canada
- Federation Insurance Company of Canada
- Gore Mutual Insurance Company
- Grain Insurance and Guarantee Company
- The Guarantee Company of North America
- Industrial Alliance Pacific General Insurance Corporation
- Intact Insurance Company
- Jevco Insurance Company (Surety only)
- Lombard General Insurance Company of Canada
- Lombard Insurance Company
- Markel Insurance Company of Canada
- The Missisquoi Insurance Company
- The Nordic Insurance Company of Canada
- The North Waterloo Farmers Mutual Insurance Company (Fidelity only)
- Novex Insurance Company (Fidelity only)
- The Personal Insurance Company
- Pilot Insurance Company
- Quebec Assurance Company
- Royal & Sun Alliance Insurance Company of Canada
- Saskatchewan Mutual Insurance Company
- Scottish & York Insurance Co. Limited
- The Sovereign General Insurance Company
- TD General Insurance Company
- Temple Insurance Company
- Traders General Insurance Company

- Travelers Guarantee Company of Canada
- Trisura Guarantee Insurance Company
- The Wawanesa Mutual Insurance Company
- Waterloo Insurance Company
- Western Assurance Company
- Western Surety Company

2. Provincial Companies

Surety bonds issued by the following companies may be accepted provided that the contract of suretyship was executed in a province in which the company is licensed to do business as indicated in brackets.

- AXA Boreal Insurance Company (P.E.I., N.B., Que., Ont., Man., B.C.)
- AXA Boreal Insurance Company (P.E.I., N.B., Que., Ont., Man., B.C.)
- ALPHA, Compagnie d'Assurances Inc. (Que.)
- Canada West Insurance Company (Ont., Man., Sask, Alta., B.C., N.W.T.) (Surety only)
- The Canadian Union Assurance Company (Que.)
- La Capitale General Insurance Inc. (Nfld. & Lab., N.S., P.E.I., Que.(Surety only), Man., Sask., Alta., B.C., Nun., N.W.T., Yuk.)
- Coachman Insurance Company (Ont.)
- Continental Casualty Company (Nfld. & Lab., N.S., P.E.I., N.B., Que., Ont., Man., Sask., Alta., B.C., Nun., N.W.T., Yuk.)
- GCAN Insurance Company (Nfld. & Lab., N.S., P.E.I., N.B., Que., Ont., Man., Sask., Alta., B.C., Nun., N.W.T., Yuk.)
- The Insurance Company of Prince Edward Island (N.S., P.E.I., N.B.)
- Kingsway General Insurance Company (N.S., N.B., Que., Ont., Man., Sask., Alta., and B.C.)
- Liberty Mutual Insurance Company (Nfld. & Lab., N.S., P.E.I., N.B., Que., Ont., Man., Sask., Alta., B.C., Nun., N.W.T., Yuk.)
- Manitoba Public Insurance Corporation (Man.)
- Norgroupe Assurance Générales Inc.
- Orleans General Insurance Company (N.B., Que., Ont.)
- Saskatchewan Government Insurance Office (Sask.)
- SGI CANADA Insurance Services Ltd. (Ont., Man., Sask., Alta.)
- L'Unique General Insurance Inc. (Nfld. & Lab., N.S., P.E.I., N.B., Que.(Surety only), Ont.(Surety only), Man., Sask., Alta., B.C.(Surety only), Nun., N.W.T., Yuk.)

3. Foreign Companies

- Aspen Insurance UK Limited
- Compagnie Française d'Assurance pour le Commerce Extérieur (Fidelity only)
- Eagle Star Insurance Company Limited
- Ecclesiastical Insurance Office Public Limited Company (Fidelity only)
- Lloyd's Underwriters
- Mitsui Sumitomo Insurance Company, Limited
- NIPPONKOA Insurance Company, Limited
- Sompo Japan Insurance Inc.
- Tokio Marine & Nichido Fire Insurance Co., Ltd.
- XL Insurance Company Limited (Surety only)
- Zurich Insurance Company Ltd

Articles of Agreement

Standard Construction Contract – Articles of Agreement
(23/01/2002)

- A1 Contract Documents
- A2 Date of Completion of Work and Description of Work
- A3 Contract Amount
- A4 Contractor's Address
- A5 Unit Price Table

Articles of Agreement

These Articles of Agreement made in duplicate this day of .

Between

Her Majesty the Queen, in right of Canada (referred to in the contract documents as “ Her Majesty”) represented by the National Research Council Canada (referred to in the contract documents as the “Council”)

and

(referred to in the contract documents as the “Contractor”)

Witness that in consideration for the mutual promises and obligations contained in the contract, Her Majesty and the Contractor covenant and agree as follows:

A1 Contract Documents

(23/01/2002)

1.1 Subject to A1.4 and A1.5, the documents forming the contract between Her Majesty and the Contractor, referred to herein as the contract documents, are

1.1.1 these Articles of Agreement,

1.1.2 the document attached hereto, marked “A” and entitled “Plans and Specifications”, referred to herein as the Plans and Specifications,

1.1.3 the document attached hereto, marked “B” and entitled “Terms of Payment”, referred to herein as the Terms of Payment,

1.1.4 the document attached hereto, marked “C” and entitled “General Conditions”, referred to herein as the General Conditions,

1.1.5 the document attached hereto, marked “D” and entitled “Labour Conditions”, referred to herein as the Labour Conditions,

1.1.6 the document attached hereto, marked “E” and entitled “Insurance Conditions”, referred to herein as the Insurance Conditions,

1.1.7 the document attached hereto, marked “F” and entitled “Contract Security Conditions”, referred to herein as the Contract Security Conditions, and

1.1.8 any amendment or variation of the contract documents that is made in accordance with the General Conditions.

1.1.9 the document entitled Fair Wage Schedules for Federal Construction Contracts referred to herein as Fair Wage Schedules

1.1.10

Articles of Agreement

The Council hereby designates _____ of _____ of the Government of Canada as the Engineer for the purposes of the contract, and for all purposes of or incidental to the contract, the Engineer's address shall be deemed to be:

1.2 In the contract

1.3.1 "Fixed Price Arrangement" means that part of the contract that prescribes a lump sum as payment for performance of the work to which it relates; and

1.3.2 "Unit Price Arrangement" means that part of the contract that prescribes the product of a price multiplied by a number of units of measurement of a class as payment for performance of the work to which it relates.

1.3 Any of the 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 Fixed Price Arrangement is applicable.

1.4 Any of the provisions of the contract that are expressly stipulated to be applicable only to a Fixed Price Arrangement are not applicable to any part of the work to which a Unit Price Arrangement is applicable.

A2 Date of Completion of Work and Description of Work

(23/01/2002)

2.1 The contractor shall, between the date of these Articles of Agreement and the _____, _____, in the careful and workmanlike manner, diligently perform and complete the following work:

which work is more particularly described in the Plans and Specifications.

Articles of Agreement

A3 Contract Amount

(23/01/2002)

- 3.1 Subject to any increase, decrease, deduction, reduction or set-off that may be made under the Contract, Her Majesty shall pay the Contractor at the times and in the manner that is set out or referred to in the Terms of Payment
- 3.1.1 the sum of _____ (GST/HST extra), in consideration for the performance of the work or the part thereof that is subject to Fixed Price Arrangement, and
- 3.1.2 a sum that is equal to the aggregate of the products of the number of units of Measurement of each class of labour, plant and material that is set out in a Final Certificate of Measurement referred to in GC44.8 multiplied in each case by the appropriate unit price that is set out in the Unit Price Table in consideration for the performance of the work or the part thereof that is subject to a Unit Price Arrangement.
- 3.2 For the information and guidance of the Contractor and the persons administering the contract on behalf of Her Majesty, but not so as to constitute a warranty , representation or undertaking of any nature by either party, it is estimated that the total amount payable by Her Majesty to the Contractor for the part of the work to which a Unit Price Arrangement is applicable will be approximately \$N/A
- 3.3 A3.1.1 is applicable only to a Fixed Price Arrangement.
- 3.4 A3.1.2 and A3.2 applicable only to a Unit Price Arrangement.

A4 Contractor's Address

(23/01/2002)

- 4.1 For all purposes of or incidental to the contract, the Contractor's address shall be deemed to be:

Articles of Agreement

A5 Unit Price Table

(23/01/2002)

5.1 Her Majesty and the Contractor agree that the following table is the Unit Price Table for the purposes of the contract.

Column 1 Item	Column 2 Class of Labour Plant Or Material	Column 3 Unit of Measurement	Column 4 Estimated Total Quantity	Column 5 Price per Unit	Column 6 Estimated Total Price
		N/A			

5.2 The Unit Price Table that is set out in A5.1 designates the part of the work to which a Unit Price Arrangement is applicable.

5.3 The part of the work that is not designated in the Unit Price Table referred to in A5.2 is the part of the work to which a Fixed Price Arrangement is applicable.

Articles of Agreement

Signed on behalf of Her Majesty by

as Senior Contracting Officer

and _____

as _____

of the **National Research Council Canada**

on the _____

day of _____

Signed, sealed and delivered by

as _____ and
Position

by _____

as _____ and
Position

of

on the _____

day of _____

Seal



ELEVATOR MODERNISATION

SPECIFICATIONS

**Project Number: S77-5813
Freight Elevator No. 10192**

**NRC Building S-77
100 Sussex Drive, Ottawa, ON**

Issued for Tender: June 2020

Prepared By:



Specifications:

DIVISION	SECTION	NO. OF PAGES
Division 00	Section 00 10 00 – General Instructions.....	11
	Section 00 15 45 – General & Fire Safety Requirements.....	6
Division 14	Section 14 20 03 – Freight Elevator	34

Drawings:

- 5813-A0 – SPECIFICATIONS
- 5813-A00 – CONTEXT PLAN, DEMOLITION PLAN
- 5813-A050 – DEMOLITION SECTIONS
- 5813-A100 – NEW CONSTRUCTION – PLAN DETAILS
- 5813-A101 – NEW CONSTRUCTION – SECTION DETAILS

PART 1 – GENERAL

.1 SCOPE OF WORK

- .1 Work under this contract covers the Freight Elevator in the Council's Building S77 of the National Research Council.

.2 DRAWINGS

- .1 The following drawings illustrate the work and form part of the contract documents:
 - .1 5813-A0 – SPECIFICATIONS
 - .2 5813-A00 – CONTEXT PLAN, DEMOLITION PLAN
 - .3 5813-A050 – DEMOLITION SECTIONS
 - .4 5813-A100 – NEW CONSTRUCTION – PLAN DETAILS
 - .5 5813-A101 – NEW CONSTRUCTION – SECTION DETAILS

.3 COMPLETION

- .1 Complete all work within 33 week(s) after receipt of notification of acceptance of tender.

.4 GENERAL

- .1 The word "provide" in this Specification means to supply and install.
- .2 Provide items mentioned in either the drawings or the specification.

.5 SPECIFIED ACCEPTABLE & ALTERNATIVE EQUIPMENT & MATERIALS

- .1 Materials and equipment scheduled and/or specified on the drawings or in the specifications have been selected to establish a performance and quality standard. In most cases, acceptable manufacturers are stated for any material or equipment specified by manufacturer's name and model number. Contractors may base their tender price on materials and equipment supplied by any of the manufacturers' names as acceptable for the particular material or equipment.
- .2 In addition to the manufacturers specified or named as acceptable, you may propose alternative manufacturers of materials or equipment to the Departmental Representative for acceptance. For a product to be considered as an alternative product substitute, make a written application to the Departmental Representative during the tender period, not later than seven (7) working days before tender closing.
- .3 Certify in writing that the alternative meets all requirements of the specified material or equipment. In addition, it shall be understood that all costs required by or as a result of acceptance or proposed alternatives, will be borne by the Contractor.
- .4 Approval of alternatives will be signified by issue of an Addendum to the Tender Documents.
- .5 Any alternative manufacturers or materials submitted which are incomplete and cannot be evaluated or are later than seven (7) working days before tender closing date or after the tender period, will not be considered.

.6 MINIMUM STANDARDS

- .1 Conform to or exceed minimum acceptable standards of the various applicable federal, provincial and municipal codes such as The National Building Code, The National Fire Code, Canadian Plumbing Code, Canadian Electrical Code, Canadian Code for Construction Safety and the Provincial Construction Safety Act.

- .2 Work to conform to referenced standards and codes as reaffirmed or revised to date of specification.

.7 WORKPLACE HAZARDOUS MATERIAL INFORMATION SYSTEM (WHMIS)

- .1 The General Contractor shall comply with Federal and Provincial legislation regarding the WHMIS. The Contractor's responsibilities include, but are not limited to the following:
 - .1 To ensure that any controlled product brought on site by the Contractor or sub-contractor is labeled.
 - .2 To make available to the workers and the Departmental Representative, Material Safety Data Sheets (MSDS) for these controlled products.
 - .3 To train own workers about WHMIS, and about the controlled products that they use on site.
 - .4 To inform other Contractors, sub-contractors, the Departmental Representative, authorized visitors and outside inspection agency personnel about the presence and use of such products on the site.
 - .5 The site foreman or superintendent must be able to demonstrate, to the satisfaction of the Departmental Representative, that he/she has had WHMIS training and is knowledgeable in its requirements. The Departmental Representative can require replacement of this person if this condition or implementation of WHMIS is not satisfactory.

.8 REQUIREMENTS OF BILL 208, SECTION 18(A)

- .1 Under the requirements of Bill 208 of the Ontario Ministry of Labour Occupational Health & Safety Act, the following designated substances may be encountered while performing the work described in these contract documents:
 - .1 Acrylonitrile, Isocyanates, Arsenic, Lead, Asbestos, Mercury, Benzene, Silica, Coke Oven Emissions, Vinyl Chloride, and Ethylene Oxide
 - .1 It is the responsibility of the General Contractor to ensure that each prospective sub-contractor for this project has received a copy of the above list.

.9 COST BREAKDOWN

- .1 Submit, for approval by the Departmental Representative, a cost breakdown of tender 72 hours after the contract is awarded.
- .2 Use the approved cost breakdown as the basis for submitting all claims.
- .3 Request Departmental Representative's verbal approval to amount of claim prior to preparing and submitting the claim in its final form.

.10 SUB-TRADES

- .1 Submit no later than 72 hours after tender closing, a complete list of sub trades for the Departmental Representative's review.

.11 PERSONNEL SECURITY AND IDENTIFICATION

- .1 All persons employed by the Contractor, or by any sub-contractor and present on the site must be security cleared in accordance with the requirements of the Section entitled Special Instructions to Tenderers.
- .2 All such persons must wear and keep visible identification badges as issued by the Security Office of NRC.

.12 WORKING HOURS AND SECURITY

- .1 Normal working hours on the NRC property are from 8:00 a.m. until 4:30 p.m., Monday to Friday inclusive, except statutory holidays.
- .2 At all other times, special written passes are required for access to the building site.
- .3 Before scheduling any work outside normal working hours, obtain permission from the Departmental Representative to perform the specific tasks.
- .4 An escort may be required whenever working outside normal hours. Contractor to bear the associated costs.

.13 SCHEDULE

- .1 The Contractor shall prepare a detailed schedule, fixing the date for commencement and completion of the various parts of the work and update the said schedule. Such schedule shall be made available to the Departmental Representative not later than two weeks after the award of the contract and prior to commencement of any work on site.
- .2 Notify Departmental Representative in writing of any changes in the schedule.
- .3 Fourteen (14) days before the scheduled completion date, arrange to do an interim inspection with the Departmental Representative.

.14 PROJECT MEETINGS

- .1 Hold regular project meetings at times and locations approved by the Departmental Representative.
- .2 Notify all parties concerned of meetings to ensure proper coordination of work.
- .3 Departmental Representative will set times for project meetings and assumes responsibility for recording and distributing minutes.

.15 SHOP DRAWINGS

- .1 Submit to Departmental Representative for review, shop drawings, product data and samples specified within two (2) weeks after contract award.
- .2 Submit to Departmental Representative for review a complete list of all shop drawings, product data and samples specified and written confirmation of corresponding delivery dates within one (1) week after shop drawings, product data and samples approval date. This list shall be updated on a weekly basis and any changes to the list shall be immediately notified in writing to the Departmental Representative.
- .3 Review shop drawings, data sheets and samples prior to submission.
- .4 Submit one (1) electronic copy of all shop drawings and product data and samples for review, unless otherwise specified.
- .5 Review of shop drawings and product data by the Departmental Representative does not relieve the Contractor of the responsibility for errors and omissions and for the conformity with contract documents.

.16 SAMPLES AND MOCK-UPS

- .1 Submit samples in sizes and quantities as specified.
- .2 Where colour, pattern or texture is criterion, submit full range of samples.
- .3 Construct field samples and mock-ups at locations acceptable to Departmental Representative.
- .4 Reviewed samples or mock-ups will become standards of workmanship and material against which installed work will be checked on the project.

.17 MATERIALS AND WORKMANSHIP

- .1 Install only new materials on this project unless specifically noted otherwise.
- .2 Only first-class workmanship will be accepted, not only with regard to safety, efficiency, durability, but also with regard to neatness of detail and performance.

.18 WORK & MATERIALS SUPPLIED BY OWNER

- .1 Work and materials not included in this contract are described on drawings and in this specification.
- .2 Deliver to a storage place, as directed by the Departmental Representative, all materials returned to the Owner.
- .3 Unless otherwise specified, accept owner-supplied materials at their storage location and provide all transportation as required.
- .4 General Contractor's duties:
 - .1 Unload at site.
 - .2 Promptly inspect products and report damaged or defective items.
 - .3 Give written notification to the Departmental Representative for items accepted in good order.
 - .4 Handle at site, including uncrating and storage.
 - .5 Repair or replace items damaged on site.
 - .6 Install, connect finished products as specified.

.19 SITE ACCESS

- .1 Make prior arrangements with the Departmental Representative before starting work or moving materials and equipment on site.
- .2 Obtain approval of Departmental Representative for regular means of access during the construction period.
- .3 Obtain approval of Departmental Representative before temporarily suspending operations on site; before returning to the site and before leaving the site at the end of the job.
- .4 Provide and maintain access to site.
- .5 Build and maintain temporary roads and provide snow removal during period of work.
- .6 Provide snow clearing and removal as required during the contract period.
- .7 Make good any damage and clean up dirt, debris, etc., resulting from Contractor's use of existing roads.

.20 USE OF SITE

- .1 Restrict operations on the site to the areas approved by the Departmental Representative
- .2 Locate all temporary structures, equipment, storage, etc., to the designated areas.
- .3 Restrict parking to the designated areas.

.21 ACCEPTANCE OF SITE

- .1 Inspect the site before commencing work, review any unexpected conditions with the Departmental Representative.

- .2 Commencement of work will imply acceptance of existing conditions.

.22 SITE OFFICE & TELEPHONE

- .1 Contractor to erect a temporary site office at his own expense.
- .2 Install and maintain a telephone, if necessary.
- .3 Use of NRC phones is not permitted unless in the case of an emergency.

.23 SANITARY FACILITIES

- .1 Obtain permission from the Departmental Representative to use the existing washroom facilities in the building, or provide sanitary facilities, and bear all associated costs.

.24 TEMPORARY SERVICES

- .1 A source of temporary power will be made available in the area. Bear all costs to make connections to the power source and perform distribution on site.
- .2 Provide all load centres, breakers, conduit, wiring, disconnects, extension cords, transformers, as required from the source of power.
- .3 Power is to be used only for power tools, lighting, controls, motors, and not for space heating.
- .4 A source of temporary water will be made available if required.
- .5 Bear all costs associated with distributing the water to the required locations.
- .6 Comply with NRC requirements when connecting to existing systems in accordance with the articles entitled "Co-operation" and "Service Interruptions" of this section.

.25 DOCUMENTS REQUIRED AT WORK SITE

- .1 The Contractor shall keep on the site, one (1) up-to-date copy of all contract documents, including specifications, drawings, addenda, shop drawings, change notices, schedule and any reports or bulletins pertaining to the work, in good order, available to the Departmental Representative and to his / her representatives at all times.
- .2 At least one (1) copy of specifications and drawings shall be marked by the Contractor to show all work "As Built" and shall be provided to the Departmental Representative with the Application for Payment and for the Final Certificate of Completion.

.26 CO-OPERATION

- .1 Co-operate with NRC staff in order to keep disruption of normal research work to an absolute minimum.
- .2 Work out in advance, a schedule for all work which might disrupt normal work in the building.
- .3 Have schedule approved by the Departmental Representative.
- .4 Notify the Departmental Representative in writing, 72 hours prior to any intended interruption of facilities, areas, corridors, mechanical or electrical services and obtain requisite permission.

.27 PROTECTION AND WARNING NOTICES

- .1 Provide all materials required to protect existing equipment.
- .2 Erect dust barriers to prevent dust and debris from spreading through the building.

- .3 Place dust protection in the form of cover sheets over equipment and furniture and tape these sheets to floors, to ensure no dust infiltration.
- .4 Repair or replace any and all damage to Owner's property caused during construction, at no cost to the Owner and to the satisfaction of the Departmental Representative.
- .5 Protect the buildings, roads, lawns, services, etc. from damage which might occur as a result of this work.
- .6 Plan and co-ordinate the work to protect the buildings from the leakage of water, dust, etc.
- .7 Ensure that all doors, windows, etc., that could allow transfer of dust, noise, fumes, etc., to other areas of the building are kept closed.
- .8 Be responsible for security of all areas affected by the work under the Contract until acceptance by NRC. Take all necessary precautions to prevent entry to the work area by unauthorized persons and guard against theft, fire and damage by any cause. Secure working area at the end of each day's work and be responsible for same.
- .9 Provide and maintain adequate safety barricades around the work sites to protect NRC personnel and the public from injury during the construction.
- .10 Post warnings, in all instances where possible injury could occur such as Work Overhead, Hard Hat Areas, etc. or as required by the Departmental Representative.
- .11 Provide temporary protective enclosures over building entrances and exits to protect pedestrians. All enclosures to be structurally sound against weather and falling debris.

.28 BILINGUALISM

- .1 Ensure that all signs, notices, etc. are posted in both official languages.
- .2 Ensure that all identification of services called for by under this contract are bilingual.

.29 LAYOUT OF WORK

- .1 Location of equipment, fixtures, outlets, and openings indicated on drawings or specified are to be considered as approximate.
- .2 Locate equipment, fixtures and distribution systems to provide minimum interference and maximum usable space and in accordance with the manufacturer's recommendations for safety, access and maintenance.
- .3 Employ competent person to lay out work in accordance with the contract documents.

.30 DISCREPANCIES & INTERFERENCES

- .1 Prior to the start of the work, examine drawings and specifications. Report at once to the Departmental Representative, any defects, discrepancies, omissions or interferences affecting the work.
- .2 Contractor to immediately inform the Departmental Representative in writing, of any discrepancies between the plans and the physical conditions so the Departmental Representative may promptly verify same.
- .3 Any work done after such a discovery, until authorized, is at the Contractor's risk.
- .4 Where minor interferences as determined by the Departmental Representative are encountered on the job and they have not been pointed out on the original tender or on the plans and specifications, provide offsets, bends or reroute the services to suit job conditions at no extra cost.
- .5 Arrange all work so as not to interfere in any way with other work being carried out.

.31 MANUFACTURER'S INSTRUCTIONS

Unless otherwise specified, comply with manufacturer's latest printed instructions for materials and installation methods.

Notify the Departmental Representative in writing of any conflict between these specifications and manufacturer's instruction. Departmental Representative will designate which document is to be followed.

.32 TEMPORARY HEATING AND VENTILATING

- .1 Bear the costs of temporary heat and ventilation during construction including costs of installation, fuel, operation, maintenance, and removal of equipment.
- .2 Use of direct-fired heaters discharging waste products into the work areas will not be permitted unless prior approval is given by the Departmental Representative.
- .3 Furnish and install temporary heat and ventilation in enclosed areas as required to:
 - .1 Facilitate progress of work.
 - .2 Protect work and products against dampness and cold.
 - .3 Reduce moisture condensation on surfaces to an acceptable level.
 - .4 Provide ambient temperature and humidity levels for storage, installation and curing of materials.
 - .5 Provide adequate ventilation to meet health regulations for a safe working environment.
 - .6 Maintain minimum temperature of 10° C (50° F) or higher where specified as soon as finishing work is commenced and maintain until acceptance by the Departmental Representative.
- .4 Maintain ambient temperature and humidity levels as required for comfort of NRC personnel.
- .5 Prevent hazardous or unhealthy accumulations of dust, fumes, mists, vapours or gases in areas occupied during construction including also, storage areas and sanitary facilities.
 - .1 Dispose of exhaust materials in a manner that will not result in a harmful or unhealthy exposure to persons.
- .6 Maintain strict supervision of operation of temporary heating and ventilating equipment.
 - .1 Enforce conformance with applicable codes and standards.
 - .2 Comply with instructions of the Departmental Representative including provision of full-time watchman services when directed.
 - .3 Enforce safe practices.
 - .4 Vent direct-fired combustion units to outside.
 - .5 Submit tenders assuming existing or new equipment and systems will not be used for temporary heating and ventilating.
- .7 After award of contract, Departmental Representative may permit use of the permanent system providing agreement can be reached on:
 - .1 Conditions of use, special equipment, protection, maintenance, and replacement of filters.
 - .2 Methods of ensuring that heating medium will not be wasted and in the case of steam, agreement on what is to be done with the condensate.

- .3 Saving on contract price.
- .4 Provisions relating to guarantees on equipment.

.33 CONNECTIONS TO AND INTERRUPTIONS TO EXISTING SERVICES

- .1 Where work involves breaking into or connecting to existing services, carry out work at times and in the manner agreed to by the Departmental Representative and by authorities having jurisdiction, with minimum disruption to NRC Personnel and vehicular traffic and minimum service interruption. Do not operate any NRC equipment or plant.
- .2 Before commencing work, establish location and extent of service lines in area of work and notify Departmental Representative of findings.
- .3 Submit a schedule to and obtain approval from the Departmental Representative for any shut-down or closure of active service or facility; allow minimum 72-hour notice. Adhere to approved schedule and provide notice to the Departmental Representative.
- .4 Where unknown services are encountered, immediately advise Departmental Representative, and confirm findings in writing.
- .5 Provide detours, bridges, alternate feeds, etc., as required to minimize disruptions.
- .6 Protect existing services as required and immediately make repairs if damage occurs.
- .7 Remove any abandoned service lines as indicated on the contract documents and as approved by the Departmental Representative, cap or otherwise seal lines at cut-off points. Record and provide a copy to the Departmental Representative of locations of maintained, re-routed and abandoned service lines.

.34 CUTTING AND PATCHING

- .1 Cut existing surfaces as required to accommodate new work.
- .2 Remove all items as shown or specified.
- .3 Patch and make good with identical materials, the surfaces that have been disturbed, cut or damaged, to the satisfaction of the Departmental Representative.
- .4 Where new pipes pass through existing construction, core drill an opening. Size openings to leave 12 mm (1/2") clearance around the pipes or pipe insulation. Do not drill or cut any surface without the approval of the Departmental Representative.
- .5 Obtain written approval of the Departmental Representative before cutting openings through existing or new structural members.
- .6 Seal all openings where cables, conduits, or pipes pass through walls with an acoustic sealant conforming to CAN/CGSB-19.21-M87.
- .7 Where cables, conduits and pipes pass through fire rated walls and floors, pack space between with compressed glass fibres and seal with fire stop caulking in accordance with CAN/CGSB-19.13-M87 AND NBC 3.1.7.

.35 FASTENING DEVICES

- .1 Do not use explosive actuated tools, without first obtaining permission from the Departmental Representative.
- .2 Comply with the requirements of CSA A-166 (Safety Code for Explosive Actuated Tools).
- .3 Do not use any kind of impact or percussion tool without first obtaining permission from the Departmental Representative.

.36 OVERLOADING

- .1 Ensure that no part of the building or work is subjected to a load which will endanger safety or cause permanent deformation or structural damage.

.37 DRAINAGE

- .1 Provide temporary drainage and pumping as required to keep excavations and site free of water.

.38 ENCLOSURE OF STRUCTURES

- .1 Construct and maintain all temporary enclosures as required to protect foundations, sub-soil, concrete, masonry, etc., from frost penetration or damage.
- .2 Maintain in place until all chances of damage are over and proper curing has taken place.
- .3 Provide temporary weather tight enclosures for exterior openings until permanent sash and glazing and exterior doors are installed.
- .4 Provide lockable enclosures as required to maintain the security of NRC facilities and be responsible for the same.
- .5 Provide keys to NRC security personnel when required.
- .6 Lay out the work carefully and accurately and verify all dimensions and be responsible for them. Locate and preserve general reference points.
- .7 Throughout the course of construction, keep continuously acquainted with field conditions, and the work being developed by all trades involved in the project. Maintain an awareness of responsibility to avoid space conflict with other trades.
- .8 Conceal all services, piping, wiring, ductwork, etc., in floors, walls or ceilings except where indicated otherwise.

.39 STORAGE

- .1 Provide storage as required to protect all tools, materials, etc., from damage or theft and be responsible for the same.
- .2 Do not store flammable or explosive materials on site without the authorization of the Departmental Representative.

.40 GENERAL REVIEW

- .1 Periodic review of the Contractor's work by the Departmental Representative does not relieve the Contractor of the responsibility of making the work in accordance with contract documents. Contractor shall carry out his own quality control to ensure that the construction work is in accordance with contract documents.
- .2 Inform the Departmental Representative of any impediments to the installation and obtain his / her approval for actual location.

.41 INSPECTION OF BURIED OR CONCEALED SERVICES

- .1 Prior to concealing any services that are installed, ensure that all inspection bodies concerned, including NRC, have inspected the work and have witnessed all tests. Failure to do so may result in exposing the services again at the Contractor's expense.

.42 TESTING

- .1 On completion, or as required by local authority inspectors and/or Departmental Representative during progress of work and before any services are covered up and flushing is complete, test all installations in the presence of the Departmental Representative.
- .2 Obtain and hand to the Departmental Representative all acceptance certificates or test reports from authority having jurisdiction. The project will be considered incomplete without the same.

.43 PARTIAL OCCUPANCY

- .1 NRC may request partial occupancy of the facility if the contract extends beyond the expected completion date.
- .2 Do not restrict access to the building, routes, and services.
- .3 Do not encumber the site with materials or equipment.

.44 DISPOSAL OF WASTES

- .1 Dispose of waste materials including volatiles, safely off NRC property. Refer to the section entitled "General and Fire Safety Requirements" included as part of this specification.

.45 CLEAN-UP DURING CONSTRUCTION

- .1 On a daily basis, maintain project site and adjacent area of campus including roofs, free from debris and waste materials.
- .2 Provide on-site dump containers for collection of waste materials and rubbish.

.46 FINAL CLEAN-UP

- .1 Upon completion do a final clean-up to the satisfaction of the Departmental Representative.
- .2 Clean all new surfaces, lights, existing surfaces affected by this work, replace filters, etc.
- .3 Clean all resilient flooring and prepare to receive protective finish. Protective finish applied by NRC.

.47 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK

- .1 Refer to General Conditions "C", section GC32.
- .2 Ensure that all manufacturers' guarantees and warranties are issued in the name of the **General Contractor** and the National Research Council.

.48 MAINTENANCE MANUALS

- .1 Provide two (2) bilingual copies of maintenance manuals or two (2) English and two (2) French maintenance manuals and one (1) electronic copy of same immediately upon completion of the work and prior to release of holdbacks.
- .2 Manuals to be neatly bound in hard cover loose leaf binders.
- .3 Manuals to include operating and maintenance instructions, all guarantees and warranties, shop drawings, technical data, etc., for the material and apparatus supplied under this contract.

PART 2 – PRODUCTS

- .1 **NOT USED**

.1 Not Used.

PART 3 – EXECUTION

.1 **NOT USED**

.1 Not Used.

END OF SECTION

PART 1 – GENERAL

.1 GENERAL CONSTRUCTION SAFETY REQUIREMENTS

- .1 The Contractor shall take all necessary steps to protect personnel (workers, visitors, general public, etc.) and property from any harm during the course of the contract.
- .2 The Contractor shall be solely responsible for the construction safety of both its employees and those of its sub-contractors at the work site, and for initiating, maintaining and supervising safety precautions, programs and procedures in connection with the performance of the work.
- .3 The Contractor shall comply with all Federal, Provincial and Municipal safety codes and regulations and the Occupational Health and Safety Act and the Workplace Safety and Insurance Board. In the event of any conflict between any provisions in legislation or codes, the most stringent provisions shall apply.
- .4 Periodic review of the Contractor's work by the Departmental Representative, using the criteria of the contract documents, does not relieve the Contractor of his safety responsibilities in carrying out the work in accordance with the contract documents. The Contractor shall consult with the Departmental Representative to ensure that this responsibility is carried out.
- .5 The Contractor shall ensure that only competent personnel are permitted to work on site. Throughout the term of the contract, any person will be removed from the site who is not observing or complying with the safety requirements.
- .6 All equipment shall be in safe operating condition and appropriate to the task.
- .7 Following a project and site hazard assessment, the Contractor shall develop a Site Specific Safety Plan based on the following minimum requirements. Site Specific Safety Plans must also be robust enough to address any abnormal occurrences, such as, but not limited to: pandemics (COVID-19 or a similar), fire, flooding, inclement weather or other environmental anomalies.
- .8 Provide a safety board mounted in a visible location on the project site, with the following information included thereon:
 - .1 Notice of Project.
 - .2 Site specific Safety Policy.
 - .3 Copy of Ontario Health and Safety Act.
 - .4 Building Schematic showing emergency exits.
 - .5 Building emergency procedures.
 - .6 Contact list for NRC, Contractor and all involved sub-contractors.
 - .7 Any related MSDS sheets.
 - .8 NRC Emergency phone number.
- .9 The Contractor shall provide competent personnel to implement its safety program and those of any Health and Safety Act legislation applicable at this project location, and to ensure they are being complied with.
- .10 The Contractor shall provide safety orientation to all its employees as well as those of any sub-contractors under its jurisdiction.

- .11 The Departmental Representative will monitor to ensure that safety requirements are met and that safety records are properly kept and maintained. Continued disregard for safety standards can cause the contract to be cancelled and the Contractor or sub-contractors removed from the site.
- .12 The Contractor will report to the Departmental Representative and jurisdictional authorities, any accident or incident involving Contractor or NRC personnel or the public and/or property arising from the Contractor's execution of the work.
- .13 If entry to a laboratory is required as part of the work of the Contractor, a safety orientation shall be provided to all his employees as well as those of any sub-contractors regarding lab safety requirements and procedures, as provided by the Researcher or the Departmental Representative.

.2 FIRE SAFETY REQUIREMENTS

- .1 Authorities
 1. The Fire Commissioner of Canada (FC) is the authority for fire safety at NRC.
 2. For the purpose of this document, "Departmental Representative" will be deemed as the NRC person in charge of the project and who will enforce these Fire Safety Requirements.
 3. Comply with the following standards as published by the Office of the Fire Commissioner of Canada:
 - .1 Standard No. 301 - June 1982 "Standard for Construction Operations";
 - .2 Standard No. 302 - June 1982 "Standard for Welding and Cutting".
- .2 Smoking
 - .1 Smoking is prohibited inside all NRC buildings, as well as roof areas.
 - .2 Obey all "NO SMOKING" signs on NRC premises.
- .3 Hot Work
 - .1 Prior to commencement of any "Hot Work" involving welding, soldering, burning, heating, use of torches or salamanders or any open flame, obtain a Hot Work Permit from the Departmental Representative.
 - .2 Prior to commencement of "Hot Work", review the area of hot work with the Departmental Representative to determine the level of fire safety precautions to be taken.
- .4 Reporting Fires
 - .1 Know the exact location of the nearest Fire Alarm Pull Station and telephone, including the emergency phone number.
 - .2 REPORT immediately, all fire incidents as follows:
 1. Activate nearest fire alarm pull station; and
 2. Telephone the following emergency phone number as appropriate:
 - .1 **FROM AN NRC PHONE 333**
 - .2 **FROM ANY OTHER PHONE (613) 993-2411**
 - .1 When reporting a fire by phone, give the location of fire, building number and be prepared to verify location.

3. The person activating fire alarm pull station must remain at a safe distance from the scene of the fire but readily available to provide information and direction to the Fire Department personnel.
- .5 Interior and Exterior Fire protection & Alarm Systems
- .1 DO NOT OBSTRUCT OR SHUT OFF FIRE PROTECTION EQUIPMENT OR SYSTEMS, INCLUDING BUT NOT LIMITED TO FIRE ALARM SYSTEMS, SMOKE/HEAT DETECTORS, SPRINKLER SYSTEM, PULL STATIONS, EMERGENCY CALL BUTTONS AND PA SYSTEMS, WITHOUT AUTHORIZATION FROM THE DEPARTMENTAL REPRESENTATIVE.
 - .2 WHEN ANY FIRE PROTECTION EQUIPMENT IS TEMPORARILY SHUT DOWN, ALTERNATIVE MEASURES AS PRESCRIBED BY THE DEPARTMENTAL REPRESENTATIVE SHALL BE TAKEN TO ENSURE THAT FIRE PROTECTION IS MAINTAINED.
 - .3 DO NOT LEAVE FIRE PROTECTION OR ALARM SYSTEMS INACTIVE AT THE END OF A WORKING DAY WITHOUT NOTIFICATION AND AUTHORISATION FROM THE DEPARTMENTAL REPRESENTATIVE. THE DEPARTMENTAL REPRESENTATIVE WILL ADVISE THE (FPO) OF THE DETAILS OF ANY SUCH EVENT.
 - .4 DO NOT USE FIRE HYDRANTS, STANDPIPES AND HOSE SYSTEMS FOR OTHER THAN FIRE FIGHTING PURPOSES UNLESS AUTHORISED BY DEPARTMENTAL REPRESENTATIVE.
- .6 Fire Extinguishers
- .1 Provide a minimum of 1-20 lb. ABC Dry Chemical Fire Extinguisher at each hot work or open flame location.
 - .2 Provide fire extinguishers for hot asphalt and roofing operations as follows:
 1. Kettle area - 1-20 lb. ABC Dry Chemical; and
 2. Roof - 1-20 lb. ABC Dry Chemical at each open flame location.
 - .3 Provide fire extinguishers equipped as below:
 1. Pinned and sealed.
 2. With a pressure gauge; and
 3. With an extinguisher tag signed by a fire extinguisher servicing company.
 - .4 Carbon Dioxide (CO₂) extinguishers will not be considered as substitutes for the above.
- .7 Roofing Operations
- .1 Kettles:
 - .1 Arrange for the location of asphalt kettles and material storage with the Departmental Representative before moving on site. Do not locate kettles on any roof or structure and keep them at least 10m (30 feet) away from a building.
 - .2 Equip kettles with two (2) thermometers or gauges in good working order; a handheld and a kettle-mounted model.
 - .3 Do not operate kettles at temperatures in excess of 232° C (450° F).

- .4 Maintain continuous supervision while kettles are in operation and provide metal covers for the kettles to smother any flames in case of fire. Provide fire extinguishers as required in article 2.6.
- .5 Demonstrate container capacities to Departmental Representative prior to start of work.
- .6 Store materials a minimum of 6m (20 feet) from the kettle.
- .2 Mops:
 - .1 Use only glass fibre roofing mops.
 - .2 Remove used mops from the roof site at the end of each working day.
- .3 Torch Applied Systems:
 - .1 DO NOT USE TORCHES NEXT TO WALLS.
 - .2 DO NOT TORCH MEMBRANES TO EXPOSED WOOD OR CAVITY.
 - .3 Provide a Fire Watch as required by article 2.9 of this section.
- .4 Store all combustible roofing materials at least 3m (10 feet) away from any structure.
- .5 Keep compressed gas cylinders a minimum of 6m (20 feet) away from the kettle, protected from mechanical damage and secured in an upright position.
- .8 Welding / Grinding Operations
 - .1 Contractor to provide fire blankets, portable fume extraction devices, screens or similar equipment to prevent exposure to welding flash, or sparks from grinding.
- .9 Fire Watch
 - .1 Provide a fire watch for a minimum of one hour after the termination of any hot work operation.
 - .2 For temporary heating, refer to General Instructions Section 00 10 00.
 - .3 Equip fire watch personnel with fire extinguishers as required by article 2.6.
- .10 Obstruction of access/egress routes-roadways, halls, doors, or elevators
 - .1 Advise the Departmental Representative in advance of any work that would impede the response of Fire Department personnel and their apparatus. This includes violation of minimum overhead clearance, erection of barricades and the digging of trenches.
 - .2 Building exit routes must not be obstructed in any way without special permission from the Departmental Representative, who will ensure that adequate alternative routes are maintained.
 - .3 The Departmental Representative will advise the FPO of any obstruction that may warrant advanced planning and communication to ensure the safety of building occupants and the effectiveness of the Fire Department.
- .11 Rubbish and Waste Materials
 - .1 Keep rubbish and waste materials to a minimum and a minimum distance of 6m (20 feet) from any kettle or torches.
 - .2 Do not burn rubbish on site.
 - .3 Rubbish Containers:

- .1 Consult with the Departmental Representative to determine an acceptable safe location for any containers and the arrangement of chutes etc. prior to bringing the containers on site.
- .2 Do not overfill the containers and keep area around the perimeter free and clear of any debris.
- .4 Storage:
 - .1 Exercise extreme care when storing combustible waste materials in work areas. Ensure maximum possible cleanliness, ventilation and that all safety standards are adhered to when storing any combustible materials.
 - .2 Deposit greasy or oily rags or materials subject to spontaneous combustion in CSA or ULC approved receptacles and remove at the end of the workday or shift, or as directed.
- .12 Flammable Liquids
 - .1 The handling, storage and use of flammable liquids is governed by the current National Fire Code of Canada.
 - .2 Flammable Liquids such as gasoline, kerosene and naphtha may be kept for ready use in quantities not exceeding 45 litres (10 imp gal), provided they are stored in approved safety cans bearing the ULC seal of approval and kept away from buildings, stockpiled combustible materials etc. Storage of quantities of flammable liquids exceeding 45 litres (10 imp gal) for work purposes, require the permission of the Departmental Representative.
 - .3 Flammable liquids are not to be left on any roof areas after normal working hours.
 - .4 Transfer of flammable liquids is prohibited within buildings.
 - .5 Do not transfer flammable liquids in the vicinity of open flames or any type of heat producing device.
 - .6 Do not use flammable liquids having a flash point below 38°C (100°F) such as naphtha or gasoline as solvents or cleaning agents.
 - .7 Store flammable waste liquids for disposal in approved container located in a safe, ventilated area. Waste flammable liquids are to be removed from the site on a regular basis.
 - .8 Where flammable liquids, such as lacquers or urethane are used, ensure proper ventilation, and eliminate all sources of ignition. Inform the Departmental Representative prior to, and at the cessation of such work.

.3 QUESTIONS OR CLARIFICATIONS

- .1 Direct any questions or clarification on Fire or General Safety, in addition to the above requirements, to the Departmental Representative.

PART 2 – PRODUCT

.1 NOT USED

- .1 Not Used.

PART 3 – EXECUTION

.1 NOT USED

.1 Not Used.

END OF SECTION

PART 1 – GENERAL

.1 SCOPE OF WORK

- .1 This specification covers the complete modernisation of one overhead geared freight elevator located in the National Research Council Building S-77, 100 Sussex Drive, Ottawa, ON.
- .2 Review and confirm all finishes and measurements on the Architectural Drawings included with this tender package.
- .3 All equipment to be designed to meet the existing space provisions.
- .4 Provide all material, labour, **including overtime**, design, manufacturing, inspection, and testing as required to complete the work as specified in these contract documents.
- .5 Arrange and pay for all permits, certificates, inspections, and tests required by the governing authorities, including TSSA initial inspection and subsequent inspections.
- .6 Where a device or component is mentioned in the singular number, such references shall be understood to mean the contractor shall provide as many of said devices or components as is necessary for the completion of the elevators covered under this specification.
- .7 The contractor is responsible to include all related building work required to complete the work.

.2 DESCRIPTION OF SYSTEMS

- .1 The characteristics of the existing geared traction freight elevator is as follows:
 - .1 Identification ELEV02 – TSSA #10192
 - .2 Classification: Freight Class A – Change to C3
 - .3 Rated Net Capacity: 1,818 kg (4,000 lbs)
 - .4 Rated Speed: Retain 0.76 m/s (150 fpm)
 - .5 Travel: From G to 3rd floor
 - .6 No. of Stops: Four (4)
 - .7 No. of Openings: Four (4) Front
 - .8 Entrance Type: Existing Centre Parting Swing – Change to Vertical Bi-Parting
 - .9 Pit Depth: 1,220 mm

ELEVATOR CONTRACTOR TO CONFIRM ALL INFORMATION, MEASUREMENTS AND FLOOR MARKINGS ON SITE

.3 RELATED WORK TO BE COMPLETED BY THE ELEVATOR CONTRACTOR

- .1 **Machine Room:**
 - .1 Paint the machine room floor with two coats of GREY Enamel.

- .2 Patch flush, all redundant holes in machine room floor and walls relating to the elevator work.
 - .3 The existing fused mainline disconnect switch may be retained and reused if compatible with the new equipment. If not, provide new fused mainline disconnect. Provide all new conduit and wiring to transformer and elevator controller. Provide correct size fuses as indicated in the controller prints.
 - .4 The existing fused 120v cab lighting disconnect switch may be retained and reused if compatible with the new equipment. If not, provide new fused 120v disconnect. Provide all new conduit and wiring to elevator controller. Provide 15 Amp fuse in the switch.
 - .5 The existing lighting may be retained and reused if compatible with the location of the new equipment. If not, relocate lighting to better suit location of equipment.
 - .6 Provide as per the B44 Code, a permanent sign in elevator machine room indicating the specified temperature and humidity range requirements for the elevator equipment to ensure safe and normal elevator operation.
 - .7 Provide and install a drip pan under all roof drains or other liquid carrying pipes if they run over top of any of the electrical or mechanical equipment. Ensure 2,134 mm headroom is respected where possible.
 - .8 Provide a Code Data Tag and an Alteration data plate or laminated copy of the alteration sheet on the controller as per B44 Code requirements. Provide a laminated notice on the controller door of the date of the TSSA initial inspection. Letters and numerals to be a minimum of 12 mm high.
 - .9 The existing GFCI receptacles may be retained and reused.
 - .10 Provide a metal garbage can with a lid in the machine room.
 - .11 Reduce the hoist cable holes in the machine room floor to a minimum.
 - .12 Connection in the elevator machine room of the fire alarm signals for automatic recall.
 - .13 The elevator contractor is to Include all regular and overtime costs relating to the operation of the elevator and coordination to assist the fire alarm and telephone contractors or electricians for the installation, testing and verification of the various systems relating to the elevator operation.
 - .14 Provide a licence frame holder for the elevator licence to be installed on the front of the controller door. Indicate on TSSA design submission that licence will be located in the machine room.
- .2 **Hoistway**
- .1 Thoroughly clean down hoistway including the rails and brackets at completion of work. Wash car and counterweight rails. Complete all painting as specified in Part 3 of the specifications.
 - .2 Thoroughly wire brush and paint all rusted components in the hoistway.
 - .3 Patch all redundant holes in the hoistway including areas around hall button or position indicator fixtures where cement or blocks have been removed or altered to install new fixture boxes.

- .4 Run all telephone, communication and elevator security wiring and conduit in the hoistway, car cab and in the machine room. Others will run lines to the hoistway or machine room and provide sufficient wiring to reach machine room. Elevator Contractor to supply and install the conduit in the hoistway.
- .5 Bevel all projections in the hoistway that protrude more than 100mm. Comply with clause 2.1.6 of the B44 Code. Use non-combustible materials such as, metal plates, expanded metal plates, or fire rated drywall.
- .6 Remove all redundant elevator equipment from the hoistway.
- .7 Include all regular and overtime costs relating to the operation of the elevator to assist the general contractor or any other contractors who require access to the interior of the hoistway.

.3 Car Top

- .1 Provide updated crosshead data plate on car top as per code requirements. Data plate to indicate as a minimum Contractors name, date of modernisation, car speed and capacity, number and size of hoisting ropes.
- .2 Provide and permanently fasten a cab alteration data plate on car top as per B44 Code requirements.
- .3 Where required, paint a refuge space outline on car top.
- .4 Provide two (2) permanent guarded lights on car top. One light to be a moveable type with a magnetic base. Provide a minimum of 200 Lx over the complete car top.
- .5 Thoroughly wash off and paint the complete car top grey and crosshead black.
- .6 Paint the elevator number and the installation number on the crosshead, minimum 50 mm high.
- .7 Legibly and completely fill in and install the hoist and governor rope tags on the car top.

.4 Pit

- .1 Thoroughly clean the pit floor before painting.
- .2 Thoroughly wire brush all pit steel. Paint all pit steel with rust resistant BLACK paint. Paint pit floor GREY. Replace any worn or badly rusted equipment
- .3 Extend the existing pit ladder to a minimum of 1,524 mm above the sill. Paint the ladder yellow in colour. Arrange ladder rungs to minimize slipping by installing skid resistant material as per clause 2.2.4.2.3 of the B44 code.
- .4 Remove the existing pit stop switch. Provide new Draka EN 418 model disconnect switches in pit. Locate one stop switch within easy reach of the access door and near the top of the ladder and the other at 1200 mm above the pit floor beside the ladder.
- .5 The existing lighting, light switch and GFCI receptacle may be retained and reused if compatible with the location of the new equipment. If not, relocate to better suit location of equipment.
- .6 Thoroughly wash the counterweight guard and paint BLACK.

- .7 Provide a runby sign in the vicinity of the counterweight.

.4 RELATED WORK TO BE COMPLETED BY THE OWNER

- .1 The Owner is responsible for activating and de-activating all fire and/or smoke sensors in the work area that may be activated as a result of ongoing work relating to the elevator modernisation.
- .2 If the existing elevator machine room lighting is not connected to an emergency power supply, provide a battery operated emergency lighting fixture in the elevator machine room.
- .3 Provide an active **dedicated** telephone line 24/7 for connection of the communication system in the elevator. The type of phone line must be compatible for the communication system.

.5 MACHINE AND OVERSPEED GOVERNOR GUARDING

- .1 Provide a removable metal guard around the machine as required by Section 24, 25, 75 and 76 of the OHS requirements and CSA Standard Z432-04 – Safe Guarding of Machinery. Paint Guard YELLOW.
- .2 Provide a removable metal guard around the overspeed governor. Paint guard yellow.
- .3 Securely fasten the overspeed guard to the floor with 6 mm bolts.
- .4 Provide shop drawings of all elevator machine room guarding components.
- .5 **Include machine guarding on the TSSA design submission as part of the modernisation scope of work.**
- .6 Paint the elevator number in BLACK 100 mm high on the machine and governor guarding.
- .7 Provide a copy of the elevator guarding operating procedures or work instructions in the MCP binder in the machine room.
- .8 Fence type global guarding will also be acceptable if arrangement of equipment allow for proper code required clearances.

.6 CUT PATCH AND MAKE GOOD

- .1 Cut existing surfaces as required to accommodate new work.
- .2 Take precautions to protect the existing structure from damage.
- .3 Retain and pay for the services of a Professional Engineer to locate existing reinforcement and conduit and obtain approval from the Professional Engineer before coring existing slabs, beams, floors or walls.
- .4 Retain and pay for an independent testing company to locate existing reinforcement and conduit in the areas of proposed openings and to mark locations on the surfaces of slabs, floors and walls on which the cores are to be started. X-ray concrete unless other methods can be shown by Contractor to accurately locate reinforcement and conduit.

- .5 Remove toppings and finishes prior to locating reinforcement and conduit. Mark locations and sizes of cores and locations of reinforcement and conduit using indelible markers with red for top bars, green for bottom bars and black for cores, openings and conduit. The Professional Engineer will review marked-up locations. If locations are not acceptable to the Engineer, relocate proposed openings and repeat process at no extra cost to the Owner.
- .6 Coring: Do not cut existing reinforcement and conduit when coring existing concrete unless approved in advance by the Professional Engineer. Save the complete length of all cores. Label each core with location taken. Make all cores available for review by Engineer.
- .7 Patch and make good surfaces cut, damaged or disturbed, to Owner's approval.
- .8 Match existing material, colour, finish and texture.
- .9 Install firestops and smoke seals in accordance with ULC-S115-1995 around pipe, ductwork, cables and other objects penetrating fire separations to provide fire resistance not less than the fire resistance rating of surrounding floor, ceiling and wall assembly.
- .10 When installing stainless steel plates to cover the existing openings, do not use built-up plates. Provide only one plate to cover complete opening.

.7 ON SITE DOCUMENTATION REQUIRED

- .1 **Before** any work commences on site, provide the following information and leave it in the machine room until the completion of the project:
 1. A complete copy of the elevator specifications.
 2. A copy of the Company "lock out and tag out" procedures.
 3. A copy of the Company "accident prevention and safety policy" or a copy of the "elevator industry field employees' safety handbook".

.8 PROCEDURES – TRACTION ELEVATORS

- .1 Immediately after award of contract, or receipt of a letter of intent to proceed, order all materials for the completion of the work. Complete the documentation for the Registered Design Submission to TSSA. **Provide Consultant with a copy of the completed Registered Design Submission APPLICATION.**
- .2 At the completion of all tests with TSSA sign off and date tests in the log book. Fill in and date the occurrence book when available.
- .3 In order to reduce the downtime of the elevator, arrange for the TSSA inspection approximately one week in advance of the completion of the work.
- .4 Within three weeks of expected delivery of the new elevator materials to the site, the Contractor is to advise the Owner of the amount of storage room required and the delivery date to the site. Storage space allocated for the modernisation project will be limited to the machine room and an area designated by the Owner. The contractor is responsible to protect the area if it is in a public area. The Owner will not be responsible for any damaged or stolen material.
- .5 The Contractor is responsible to be on site to receive all delivered elevator equipment and ensure that it is moved from public areas and immediately moved to the assigned on site storage area.

- .6 The Contractor is responsible for all off site storage costs.
- .7 Notify the Owner and Consultant in writing, at least two (2) weeks prior to starting the on-site work.
- .8 Prior to the start of the alteration, weigh the car and counterweight separately. Record both weights.**
- .9 Provide Consultant with a digital photo and a written copy of the recorded weights.
- .10 When storing **additional** new or redundant elevator equipment in the machine room area other than the existing, the Contractor is to provide written verification from a Professional Engineer that existing building structure will support the load of the additional new equipment.
- .11 Any modifications to the building structure or contents by the elevator contractor, such as but not limited to, cutting of floor slabs, cutting of wall slabs, removal of cement blocks or railings to install hoisting beams, removing of ceiling tiles or panels or any modifications which may affect the integrity or appearance of the building, must be approved by the Owner and or a Professional Engineer at no cost to the Owner. All changes required are the responsibility of the Elevator Contractor.
- .12 The building components which have been modified by the Elevator Contractor must be returned to their original condition similar to the commencement of the elevator project and be acceptable to the Owner.
- .13 Provide a bilingual notice stating “THIS ELEVATOR IS OUT OF SERVICE FOR MODERNISATION” at each floor. These notices should include the Elevator Contractor’s name and should be securely attached to each hoistway door.
- .14 Where the Elevator Contractor submits for a Minor A or Minor B submission, arrange for the TSSA inspection to be carried out within two (2) weeks of the completion of the work.
 - .1 Forward a copy of the TSSA inspection report to the Consultant.
 - .2 A copy of the TSSA inspection report must also be included in the manuals.
 - .3 The final payment will not be approved until the final TSSA inspection has been carried out and a clear TSSA inspection report is provided.
- .15 Before any construction work commences on site, suitably protect all carpeting and flooring. Protection to remain in place until turnover of the elevators. The Contractor will be responsible for cleaning or replacing of any damaged or dirty flooring
- .16 Obtain permission from the Owner before any cutting, welding, grinding or for any work causing sparks or open flames is carried out.

.9 REFERENCE STANDARDS

- .1 Comply with all building codes, by-laws, regulations, directives, and ordinances as set forth and mandated by Federal, Provincial, and Municipal Authorities, in effect at the time of installation.
- .2 The latest editions of the following Standards as a minimum shall apply:
 - .1 ASME A17.1-2010/CSA-B44-10 Safety Code For Elevators, including latest supplements and Appendix E, Elevator Requirements For Persons with Physical Disabilities.

- .2 The Ontario Building Code 2012 and the National Building Code of Canada - 2015.
- .3 CAN/CSA-B44.1/ASME A17.5 2011 Elevator and Escalator Electrical Equipment.
- .4 CSA Standard C22.1 - 18 Canadian Electrical Code Part 1.
- .5 CSA Standard B651-12 Accessible Design for the as Built Environment.
- .6 Technical Standards and Safety Act, 2000 O. Reg. 209/01 and O. Reg. 155/97 Certification and Training of Elevating Devices Mechanics.
- .7 The latest copy of the TSSA Code Adoption Document.
- .8 CSA Standard Z432-04 - Safe Guarding of Machinery.
- .9 Occupational Health and Safety Act and Regulations for Construction Projects R.S.O 1990, 2010 Edition.

.10 GENERAL REQUIREMENTS

- .1 General requirements section and all other conditions apply to all the work and are part of this specification. Read in full all sections included in the specification document. Conform perfectly this work to that of the other trades. Errors, omissions or imperfections in this work will not be justified by errors, omissions, or imperfections of other trades or sub-contractors.
- .2 Before beginning work, the successful Elevator Contractor shall submit for approval detailed drawings showing the new entrances, car platform and enclosure, complete layout of the elevator machine room, rope gripper fastening, all fixtures for car and corridors. These drawings shall be reviewed by the Elevator Consultant before commencing installation. Appropriate drawings shall also be submitted to and approved by any Municipal or Provincial Authorities having jurisdiction. The Elevator Contractor is to completely survey the existing hoistway and machine room to facilitate the preparation of his drawings.
- .3 The Elevator Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expense for, or on account of, any unpatented or patented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner unless otherwise specifically stipulated in the contract documents.
- .4 The installation of this equipment shall be performed by mechanics skilled and licensed in the installation of elevator machinery and elevator entrances. The Elevator Contractor shall provide adequate supervision of this work.
- .5 All Elevator Contractor's employees must be neatly dressed and shall wear uniforms or coveralls with company identification logos.
- .6 The Elevator Contractor shall continuously maintain adequate protection of all the work from damage and shall protect the Owner's property from injury or loss arising out of this contract. They shall make good any such damage, injury or loss, except such as may be directly caused by agents or employees of the Owner.
- .7 The Elevator Contractor shall remove all rubbish as fast as it accumulates. Keep the building and premises clean during the progress of the work, and leave the premises at completion in perfect condition as far as the work is concerned.
- .8 The Elevator Contractor shall visit and thoroughly survey the site to become familiar with the existing conditions. The Contractor will be responsible for the proper balancing of the elevator regardless of the existing conditions.

- .9 The Elevator Contractor shall not be liable for any loss, damage, or delay caused by acts of government, strikes, lockouts, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond his reasonable control.
- .10 The Elevator Contractor performing work under the contract shall comply with all applicable provisions of all Federal, Provincial and local labour laws, and with all applicable union regulations contained in the union agreement.
- .11 After the award and signing of the contract, all business relating to the work shall be transacted through the office of the Consultant unless otherwise provided therein.
- .12 The Elevator Contractor shall be registered with the WSIB. During the time this contract is in force, the Elevator Contractor shall carry premises liability insurance in the amount of \$5,000,000.00 inclusive, to be covered against any claims from damage to property or for personal injury, including death, which may arise from operation under this contract, whether such operation is carried out by the said Elevator Contractor or by any Sub-contractor or anyone directly or indirectly employed by either of them. Provide Owner with proof of insurance.
- .13 The Owner's insurance policy covers work and equipment actually in place in the building and approved and accepted by the Elevator Consultant. All material and equipment stored on the premises and not actually installed is not included in the Owner's policy and such material and equipment is stored at the Elevator Contractor's own risk. The Owner is not responsible to pay for any missing or stolen new non-installed elevator equipment.
- .14 Submission of bid will be considered presumptive evidence that bidder is conversant with local facilities and conditions, requirements of the documents and of pertinent provincial and local codes, state of labour and material markets and has made due allowance in his proposal for all difficulties. Should bidder's investigation of local codes or rules reveal stipulations contrary to the specifications, he shall advise the Elevator Consultant without delay. Should a bidder find any discrepancy in, or omissions from any of the specifications, or be in doubt as to their meaning, he shall advise the Elevator Consultant in writing. By submitting a bid, the bidder agrees that his bid is fully in accordance with the specifications.
- .15 The Elevator Consultant will shall have general supervision and direction of the elevator work. They are the agent of the Owner only to the extent provided in the contract documents, and when in special instances, they are authorized by the Owner so to act. They are authorized to stop the work whenever the stoppage is necessary to ensure the proper execution of the contract.
- .16 The Elevator Contractor shall furnish competent personnel and equipment for inspecting and directing speed, load and such other acceptance tests as the Elevator Consultant may deem advisable.
- .17 Within three (3) weeks after the award of the contract, the Contractor shall submit to the Elevator Consultant a copy of the progress payment schedule. No payments will be made until the schedule is reviewed and approved by the Consultant and the Owner.
- .18 The Elevator Contractor is to co-ordinate their work with the work of all other trades, in conjunction with their work.
- .19 The work will be thoroughly inspected by the Elevator Consultant during construction and upon completion.

.11 DEFINITIONS OF TERMS

- .1 The term Owner, as used herein, refers to: The National Research Council Canada.
- .2 The term "Elevator Consultant", as used herein refers to Priestman Neilson & Associates Ltd., 160 Paseo Private, Ottawa, Ontario, K2G 4N6 who, when directed by The Owner, shall act as its agent.
- .3 The term "Professional Engineer", as used herein, refers to: A Professional Engineer registered in the Province of Ontario.
- .4 The term Electrical Safety Authority, as used herein, refers to: The Electrical Inspection Authority in the Province of Ontario.
- .5 The term Elevator Contractor or Contractor, as used herein, refers to any person, partners, firm or corporation having a contract with the owner to furnish labour and materials for the execution of the work herein described.
- .6 The term sub-contractor, as used herein, refers to any person, partners, firm or corporation having a contract with the contractor to furnish labour and materials for the execution of the work herein described.
- .7 The term "Electrical Safety Authority", as used herein, refers to: The Electrical Inspection Authority in the province of Ontario.
- .8 The term "refurbish", shall mean to carry out all labour or modifications to parts, etc., which will result in returning the original component to a "like new" condition. All refurbished equipment must be acceptable to the Consultant.
- .9 Where the terms "furnish" or "provide" are used, it shall mean to supply and install new equipment.
- .10 All terms in the specifications that are not otherwise defined shall have the definitions as given in the latest edition of the **B44-10** Safety Code for Elevators.

.12 NON-PROPRIETARY CONTROLS

- .1 Provide an elevator control and drive system that is totally Non-Proprietary.
- .2 The elevator control system shall not require any external Proprietary service tools for maintenance or adjustments.
- .3 The elevator control system shall be serviceable and maintainable by any qualified elevator maintenance provider capable of maintaining elevator equipment of similar design and complexity.
- .4 The Elevator Contractor is to provide all information, and special tools to the Owner that is required for the safe and efficient maintenance of the elevator equipment, including any solid state equipment, software or devices supplied under these specifications. The supplier is not to refuse any information, or the supply of parts, at fair market value, that is required by the Owner's Maintenance Contractor.
- .5 The Contractor is to permanently attach any service or diagnostic tool access code numbers to each controller at the completion of the project.
- .6 Any special tools, hand held devices, computers etc. required for the operation, testing, adjusting or setting parameters for the controller or car door operator must be left on-site in the machine room and will become the property of the Owner for future servicing and maintenance. All special tools are considered part of the elevator package.

.13 ACCEPTABLE CONTROL MANUFACTURERS

- .1 GAL Manufacturing. Provide a Galaxy controller complete with a monitor in the machine room installed on the controller door.
- .2 Motion Control Engineering complete with mView monitoring application.
- .3 Alternatives must be approved by the Consultant.

.14 ACCEPTABLE FIXTURE MANUFACTURER

- .1 Dupar Controls Inc.
- .2 Alternatives must be approved by the Consultant.

.15 ACCEPTABLE HOISTWAY DOOR MANUFACTURERS

- .1 The Peelle Company
- .2 Alternatives must be approved by the Consultant.

16 SIMPLEX SELECTIVE COLLECTIVE AUTOMATIC OPERATION

- .1 Provide a micro-processor based selective collective control system.
- .2 Dispatch car to corresponding landing upon momentary pressure of car or hall call buttons.
- .3 Provide separate time delays for car and hall calls to enable passengers to enter or leave the car. Hold car for pre-set interval at landings where stops are made. Time delays to be adjustable from 0 to 60 seconds. Cancel interval upon registration of car call or pressure on door close button.
- .4 Stop car at landings for which car calls are registered. Make stops in order in which landings are reached, regardless of sequence in which buttons are registered.
- .5 If no car buttons are registered and car starts UP in response to several DOWN calls, proceed to highest DOWN call and reverse to answer other DOWN calls. Similarly, when car starts DOWN in response to several UP calls proceed to lowest UP call and reverse to answer other UP calls.
- .6 If the car stops for a hall call and a car call is registered corresponding to the direction the car was travelling, proceed in the same direction regardless of other registered landing calls.
- .7 If DOWN hall calls are registered while car is travelling UP, do not stop for these calls, but allow calls to remain registered.
- .8 After highest car and hall calls have been answered, reverse car automatically and respond to DOWN car and hall calls.

.17 POWER DOOR OPERATION

- .1 Provide new automatic power operation of hoistway doors and car gate to fully open and close car gate by electric power simultaneously in sequence with hoistway doors.
- .2 Open hoistway doors to at least 2/3 of their travel before the car gate starts to open.
- .3 Close the car gate to at least 2/3 of its travel before the hoistway doors start to close.

- .4 Provide an audible signal on the car to sound at least five (5) seconds prior to the time the car gate starts to close and continues until the hoistway doors are substantially closed. Provide a means to adjust the sound level of the signal.

.18 NEXT FLOOR EMERGENCY STOP FEATURE

- .1 In the case of over speed due to maladjustment of equipment, stop elevator at next floor.

.19 FIREFIGHTERS' EMERGENCY OPERATION

- .1 Provide automatic "Firefighters' Emergency Operation", Phase I and II, in accordance with Clause 2.27.3 of the B44 Code and the National Building Code of Canada. The designated level (1st floor) is sprinklered.
- .2 Key Switches and Indicators
 - 1. Provide within sight of, and readily accessible, at the designated level for each single elevator or for each group of elevators, a three position recall key switch.
 - 2. The switch shall be labelled "FIRE RECALL" and engraved in Red lettering a minimum 5 mm high. Fill with BLACK coloured permanent epoxy paint, the identification "RESET" - "OFF" - "ON" in that order.
 - 3. All signage and engraving to be bilingual.

.20 FIRE OPERATION PANEL

- .1 The "FIRE OPERATION" switch, the "CALL CANCEL" button, the "STOP" switch, the door open button(s), the door close button(s), the additional visual signal and the operating instructions shall be grouped together at the top of a main car operating panel behind a locked cover.
- .2 The firefighters' operation panel cover shall be openable by the same key that operates the "FIRE OPERATION" switch. The cover shall be permitted to open automatically when the car is on Phase I Emergency Recall Operation and at the recall level.
- .3 When the key is in the "FIRE OPERATION" switch, the cover shall not be capable of being closed. When closed, the cover shall be self-locking. **Where more than one entrance can be opened at the same floor**, buttons for both the front and rear doors shall be provided in the firefighters' operation panel. The door open and door close buttons for the rear entrance shall be labeled "OPEN REAR" and "CLOSE REAR."
- .4 All buttons and switches shall be readily accessible, located not more than 1,800 mm (72") above the floor. The front of the cover shall contain the words "FIREFIGHTERS' OPERATION" in red letters at least 10 mm (0.4") high.

.21 FIREFIGHTERS' OPERATION INSTRUCTIONS

- .1 Instructions for the operation of the elevators on Phase I Emergency Recall shall be permanently incorporated adjacent to the "FIRE RECALL" switch at the designated level. The wording of the instructions shall comply with wording only as shown in figure 2.27.7.1 of the B44 Code.
- .2 Instructions for the operation of the elevators on Phase II Emergency In-Car Operation shall be permanently incorporated on the rear of the fire panel door, or adjacent to the operating panel in the car. The wording of the instructions shall comply with wording only as shown in figure 2.27.7.2 of the B44 Code.

- .3 The instructions shall be in letters not less than 3 mm in height and shall be permanently installed and protected against removal or defacement.
- .4 All instructions shall be bilingual.

.22 FIREFIGHTERS' EMERGENCY OPERATION KEY - FEO-K1

- .1 Provide a TSSA approved standard firefighters' operation key (FEO-K1).
- .2 The key shall be of a tubular type, 7-pin, style 137 construction and have a biting code of 6143521.
- .3 The same FEO-K1 key shall operate the fire recall switch and fire operation panel door.
- .4 The key switches shall comply with Clause 2.27.8 and be of the Group 3 Security.

.23 INDEPENDENT SERVICE OPERATION

- .1 Provide independent service operation by means of a toggle switch in the car to allow the car to operate independently in response to car calls only.
- .2 Park the car with the doors open and respond to a selected car call by constant pressure on the door close button, provided, that the doors have been closed and the interlock is made-up. Arrange for the doors to reopen if the constant pressure on the door close button is released at any point prior to the car starting.
- .3 Place the direction of travel under the control of the attendant. Arrange the operation to cancel all registered car calls, and by-pass registered hall calls. Do not operate hall lanterns when stopping at a floor.

.24 ELEVATOR PERFORMANCE

- .1 Provide smooth acceleration and deceleration of car without perceptible steps so as not to cause passenger discomfort.
- .2 Comply with all performance requirements as detailed in Part 3 of this specification.

.25 SHOP DRAWINGS

- .1 Submit the shop drawings within four (4) weeks after the award of the contract or issuance of the letter of intent. Submit drawings in PDF format.
- .2 Provide on the shop drawings all information required by the B44 Code. Indicate as a minimum the following information:
 - .1 A layout of the elevator equipment located in the machine room including all retained and new equipment complete with dimensions and weight. Layout drawings must be prepared and stamped by a Registered Professional Engineer.
 - .2 Characteristics of the equipment located in the machine room including KVA rating of transformer and heat dissipation of equipment.
 - .3 The fuse type and amperage for the main line and cab lighting disconnect switches.
 - .4 The specified temperature and humidity range requirements for the elevator equipment to ensure safe and normal elevator operation.
 - .5 Fixture details showing materials and finish.

- .6 Car cab and platform details.
- .7 Machine and governor guard drawings.
- .8 Professional Engineer stamped drawing of the fastening of the hoist rope brake if the brake is not an integral part of the geared machine package from the manufacturer.
- .9 As part of the shop drawing submissions provide the requirements for the fire alarm modifications to the existing system to be carried out by the Owner. As a minimum, indicate the location of the smoke sensors, the contact arrangement (n/o or n/c) from the smoke sensors to the elevator machine room, the number and size of signal wiring to the machine room from the fire alarm panel.
- .10 Submit a copy of the TSSA Design Submission Application with the final submission of the shop drawings. Where required, design submission to include a completed copy of the TSSA Cab Weight Alteration Worksheet.**

.26 RECORD DRAWINGS

- .1 Provide record drawings as required.
- .2 In addition, provide schematic wiring diagrams, including all changes made in final work, covering electrical and solid state equipment as supplied and installed, with a list of symbols corresponding to identification or markings on both machine room and hoistway apparatus.
- .3 All changes to the wiring diagrams must be marked up in RED and stamped by a Professional Electrical Engineer.
- .4 Provide a letter from a Professional Engineer confirming that the marked up drawings are complete and are "as built".
- .5 Provide an electronic copy of the "as built" wiring diagrams.
- .6 Neatly organize and **lamine all electrical drawings.**

.27 OPERATION AND MAINTENANCE MANUALS

- .1 Provide all information necessary for the safe and efficient maintenance of the equipment and incorporate into the maintenance manuals. Provide two (2) sets of hard copy manuals. and one (1) soft copy on a USB drive. **One complete hard copy manual to be left in the elevator machine room and identified on the cover as MACHINE ROOM COPY.**
- .2 The maintenance data must include the following information:
 - .1 Description of system's method of lubrication, operation and control including, video monitor, motor control system, door operation, signals, fire- fighter's service, and special or non-standard features provided.
 - .2 As built schematic wiring diagrams covering electrical equipment as supplied and installed, including changes made in final work, with a list of symbols corresponding to identification or markings on both machine room and hoistway apparatus.
 - .3 Copies of Technical Standards and Safety Authority Design Submission and Final Inspection Report, Re-inspection reports, and a copy of the Warranty letter. Copies of the Electrical Safety Authority Inspections.

- .4 The fully completed test data forms from the Contractor indicating the dates and the results of the performance data form and automatic fire recall test from. The name of the elevator technician who carried out the tests will also be included in the affidavit. **The manuals will not be approved until this information is provided.**
- .5 Parts catalogue giving complete list of repair and replacement parts with cuts and identifying numbers.
- .6 A copy of a Transmittal signed by Owner's Representative indicating that all tagged keys have been received by the authorized representative.
- .7 **Provide a site specific hard copy of the detailed maintenance control program (MCP) as part of the manual submission. The MCP is to remain in the elevator machine room.**

.28 MAINTENANCE SERVICE - WARRANTY MAINTENANCE PROGRAM

- .1 The Contractor shall provide a One (1) year warranty maintenance term. The term will commence on the first day of the month following the issuance of the certificate of final completion of the modernisation project. Include cost of warranty period in base tender price.
- .2 The warranty maintenance programs must be carried out in full compliance with the clauses listed below as well as the Owners scope of work for elevators document included as Appendix 1.
- .3 Perform all Tests and Examinations as required by Section 8.6 of the CSA B44 Safety Code for Elevators, including any Supplements and the TSSA code adoption document (CAD). Should on-site conditions or manufacturers recommendations require more frequent procedures they shall be increased accordingly.
- .4 Maintenance to include **MONTHLY** systematic examination, cleaning, adjustment and lubrication of the elevator equipment and the repair or replacement of all defective parts due to normal wear and tear. Use only genuine parts produced by the manufacturer of the equipment.
- .5 Perform work at a minimum frequency of one (1) visit per month. Do not remove the unit service during peak traffic periods.
- .6 Provide call back service twenty-four (24) hours per day, seven (7) days per week at no additional charge to the Owner. Respond to service and emergency calls within two (2) hours.
- .7 Maintain locally, near the place of work, an adequate stock of parts for replacement or emergency purposes. Have qualified personnel under the supervision and in the direct employ of the contractor available to ensure fulfilment of this maintenance service without unreasonable loss of time.
- .8 Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.
- .9 Maintain in the elevator machine room one (1) copy of the schematic wiring diagrams covering electrical equipment as supplied and installed, including changes made in final work, with a list of symbols corresponding to identification or markings on both machine room and hoistway apparatus. Cover in plastic or laminate.

- .10 Provide in the elevator machine room a metal cabinet for the storage of approved lubricants and cleaning supplies. Provide a metal garbage can with a lid for waste and oily rags.
- .11 Provide an approved MCP log as required by the CSA B44 Safety Code for Elevators and the current code adoption document.
- .12 Provide a permanent log (occurrence log) for the elevator with pre-numbered pages having the following information: date, time, regular maintenance, regular and overtime call back, names of maintenance technician, action taken, work completed and additional repairs required.
- .13 The log shall be the property of the Owner and shall be kept on the job site and available at all times for the Owners verification.
- .14 Make all entries in ink, legibly, consecutively and without blanks.
- .15 Computerized entries are not acceptable.
- .16 Adjust the control system for optimum operation towards the end of the warranty maintenance period when the building is occupied.

.29 POWER SUPPLY

- .1 The existing **600 Volt** power supply will be retained. The elevator contractor is to confirm the existing power supply on site.
- .2 Elevator contractor shall design all equipment to suit existing power supply.

.30 ELECTRICAL SERVICES INCLUDED IN THIS CONTRACT

- .1 The Elevator Contractor shall design his equipment to operate using the existing 3 phase power supply and feeder wiring size to the disconnect switch. The voltage supply may fluctuate by $\pm 10\%$.
- .2 The Elevator Contractor shall be responsible for providing a true earth ground, increased feeder wire size to the disconnect switch, shielding, or bonding as required to suit the new elevator equipment. The true earth ground wire is to be the same size as the feeder wires. The Owner is not responsible to provide these requirements.
- .3 **Any modifications carried out to the existing electrical systems relating to the elevator modernisation project such as : new pit or machine room lighting-secondary level lighting-installation of GFI receptacles and all new wiring and piping from the mainline disconnect to the transformer must be carried out by a licensed electrician. The electrician must take out an ESA permit before the work commences.**
- .4 All electrical new or modification work is to be inspected by the Electrical Safety Authority at the completion of the work. A copy of the inspection report must be provided to the Consultant. The electrical Contractor is responsible to pay the costs of the permit and inspection fees.

.31 WARRANTY

- .1 Warrant that the new materials, the performance and workmanship are first class in every respect and make good any defects not due to ordinary wear and tear which may develop within one (1) year from the date of final acceptance of the equipment.
- .2 Warrant that the equipment performs to the standard set out herein.

- .3 The use of the elevator during the construction period shall not affect this warranty.
- .4 Neither the final payment nor any provision of the Contract documents relieves the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law.
- .5 Upon written notice remedy any defects and pay all expenses for any damage to other work resulting from the defects.

.32 MARKINGS

- .1 No trademarks shall appear on any piece of equipment visible to the general public.

.33 OCCUPIED PREMISES AND BARRICADES

- .1 Take into consideration the fact that this is an occupied building and must continue to function during the modernisation with a minimum of disruption.
- .2 The Contractor's employees shall be courteous to the occupants and abide by the same building rules and regulations required of the occupants.
- .3 All work must be performed in a manner that ensures the safety of the occupant and the user of the operating elevators. Should it be necessary to perform work where such safety cannot be ensured, it shall also be performed at a time acceptable to the Owner and during hours other than normal building business hours at no additional cost to the Owner.
- .4 All hoarding shall be removed at the end of the installation.
- .5 Provide full height barricades as required to protect the Public from hazardous conditions. Obtain Owners approval for the appearance of all barricades erected.
- .6 At the end of each day the work area is to be completely cleaned up. Do not leave any construction materials or equipment visible to the tenants.
- .7 The hallways in front of the elevator must always be accessible to the building's occupants.

.34 SCHEDULE AND COST BREAKDOWN

- .1 Within three (3) weeks after award of the contract, submit to the Owner and Consultant for approval, a bar chart schedule indicating anticipated progress stages for the project.
- .2 Include in this schedule, the following information:
 - .1 Submission of shop drawings after award of contract.
 - .2 Submission of TSSA Design Submission Application.
 - .3 Material delivery lead time.
 - .4 Upgrading time for the elevator.
 - .5 Final adjusting time.
 - .6 TSSA Inspection.
 - .7 PNA Acceptance Inspection.
 - .8 Correction of PNA deficiencies.
 - .9 The date of completion of all work.

- .3 During the course of the modernisation submit monthly ongoing work and material delivery schedule reports. Indicate percentage of work completed.
- .4 Include with the schedule, a lump sum cost breakdown, indicating the percentage of the costs for the items listed below as a minimum.
 - .1 Engineering and TSSA submittals (maximum 5%).
 - .2 Equipment Manufacturing and Shop Drawing Costs (maximum 10%).
 - .3 Total Labour.
 - .4 Machine, controllers and drives.
 - .5 General Contractor work.
 - .6 Hoistway door equipment and wiring.
 - .7 Hoist ropes, governor ropes and fastenings.
 - .8 Fixtures.
 - .9 Car cab enclosure.
 - .10 Machine room equipment guarding.
 - .11 Adjusting and TSSA inspections (maximum of \$2,500).
 - .12 Operation and Maintenance Manuals (maximum of \$1,500).
 - .13 Correction of deficiencies (minimum of \$5,000).
- .5 Provide one (1) week notice prior to the completion of the elevator and the date anticipated for the inspection.
- .6 Review and update the work schedule as the completion of the work progresses and notify the Consultant in case of modification.
- .7 If the work falls behind the schedule, take action as necessary to meet the schedule, including, but not limited to, extra personnel and overtime work, at no additional cost to the Owner.
- .8 Pay costs associated with this action unless the delay is caused by strikes, acts of government, riot, civil commotion, war, malicious mischief, act of God or any causes beyond the control of the contractor.

.35 HEALTH AND SAFETY REQUIREMENTS

- .1 Comply with the National Building Code of Canada 2015 (Part 8, Safety Measures at Construction and Demolition Sites) and the Province of Ontario Occupational Health and Safety Act and Regulations for Construction projects R.S.O. 1990, 2010 edition.
- .2 Comply with requirements of the Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials; and regarding labelling and the provision of material safety data sheets acceptable to Labour Canada.
- .3 Provide a copy of the Contractor's health and safety "lock out and tag out" procedures in project binder in the machine room, on the health and safety board in the machine room or posted next to the mainline disconnect switch in the machine room.

- .4 Provide the following additional information in the machine room until the completion of the project:
 - .1 A copy of the specifications.
 - .2 A copy of the Contractor's "accident prevention and safety policy" or a copy of the "Elevator Industry Field Employee Safety Handbook".

.36 POWDER ACTUATED FASTENING DEVICES

- .1 Do not use powder actuated tools using explosives, unless permitted expressly by the Consultant and approved by the Owner. If allowed, comply with the requirements of CAN3-Z166.2-M85 (use and handling of powder actuated tools).

.37 OVERTIME WORK INCLUDED

- .1 Contractor to include in the tender for all costs related to any overtime work required to complete the work specified herein.
- .2 Carry out any odour or noise generating work such as interior painting, all welding, core drilling, jack hammering, saw cutting and grinding after normal working hours of the building and at a time which is acceptable to the Owner. Thoroughly arrange to ventilate areas painted during off hours.

.38 TECHNICAL TRAINING

- .1 Upon completion of the work, arrange with the Consultant to provide a training session for the Owner's staff.
- .2 The seminar shall include a complete review of all documentation, operation of equipment, and demonstration of special features. Allow a minimum of one (1) hour for the training session.
- .3 Provide the Consultant with written proof that this training session has taken place and the date of the session and the name of the Contractor's representative who conducted the seminar.
- .4 Provide the Owner or Owners representative with a laminated copy of the detailed procedures for resetting the Firefighter's Operation from the main and duplicate switches.

PART 2 – PRODUCTS

.1 COMPONENTS – REPLACED AND RETAINED

- .1 The following **major** components shall be replaced with new equipment as specified herein.
 - .1 Controller and transformer.
 - .2 All wiring and travelling cables.
 - .3 Overspeed Governor and Governor Rope.
 - .4 Complete car cab enclosure and platform.
 - .5 Hoistway entrances and sills.
 - .6 Car gate and operator.
 - .7 Top of car control box.
 - .8 Car and Hall Operating Fixtures.
 - .9 Geared Machine and motor.
 - .10 Hoistway levelling device.
 - .11 Car and counterweight buffers and channels.
 - .12 Hoistway door locking devices.
- .2 All other equipment whether specifically mentioned herein or not, may be retained by the Contractor. If retained, it shall be thoroughly refurbished, cleaned, painted and tested as required to ensure safe and proper operation and compliance with the B44 Code including all Supplements and Appendix E, Elevator Requirements for Persons with Physical Disabilities.

.2 NEW COMPONENTS

- .1 Use components only which have performed satisfactorily together under conditions of normal use in not less than three (3) other elevator installations of similar design and for a period of at least three (3) years.

.3 BASIC MATERIALS AND DESIGN

- .1 Include basic materials as follows:
 - .1 Sheet steel: to ASTM A366M, cold-rolled sheet, commercial quality.
 - .2 ASTM standard, A480M-99 standard specification for general requirements for flat-rolled stainless and heat-resisting steel plate, sheet, and strip.
- .2 All materials and equipment shall be new. Furnish samples as directed by the Consultant.
- .3 Where practical and subject to approval provide concealed fastenings hidden from public view and designed to withstand normal use.
- .4 Use major elevator components from standard product line of one manufacturer unless otherwise approved by the Consultant. Major components include motors, machines, solid state drives, and control systems.

.4 WIRING, CONDUIT AND FITTINGS

- .1 Provide **all** new CSA - B44 Code approved insulated wiring to connect all parts of the equipment including all wiring in hoistway, car top and car enclosure. Existing duct or conduit conforming to current CSA/ C22.1 CEC Code may be used.
- .2 Install all new wiring according to prevailing CEC and B44 Code requirements.
- .3 Provide insulated wiring having a flame retarding and moisture resisting outer cover.
- .4 Run the wires in metal duct or conduit.
- .5 Use steel compression type fittings where electrical metallic tubing is used. Fittings with set screws are not acceptable unless a separately identified grounding conductor is also installed in the raceway.
- .6 Provide and connect all hoistway wiring, travelling cables, car wiring, etc., and all remote alarm indicators or other similar items, from the device to terminal blocks mounted and identified on the controller.
- .7 Provide a separate junction box, mounted on the side of the controller in the machine room, with terminals for the connection of "non-elevator" devices, such as telephones, in-car camera and card reader interface and connect from the elevator controller to this junction box, as required.
- .8 Provide ten percent (10%) additional minimum spare wires. Tape the ends of the wires and properly and legibly identify all spare wires.
- .9 Check all wires, including spares, for continuity and grounds, and mark each wire by a number and each group as to destination.
- .10 Mark all connections on intermediate terminal blocks with corresponding numbers.
- .11 Where provided, ensure all flexible conduits are aluminum type.
- .12 Mark all individual wires by numbered adhesive waterproof markers. Identify wires with multi-wire cables by colour code.
- .13 Provide stranded field wire with no splices.
- .14 Provide additional auxiliary disconnect switches and wiring as required to suit the machine room layout.
- .15 All wiring that is run in conduit, tubing or troughing must comply with Table 6 of the CEC Part 1.
- .16 Do not use armored flexible metal conduit as grounding conductor. Provide a separate ground wire in all flexible metal conduit where grounding is required.
- .17 Limit the use of flexible conduit on the car top to items that require movement or periodic adjustment. Excessive use of flexible conduit will be rejected.
- .18 All flexible conduits that rest on the car top must be installed in a Uni-Strut which is at least the same height as the conduit.
- .19 Provide a separate identified green ground wire to all switches and components connected by flexible conduit, such as, but not limited to, hoistway door locks, car gate switch, hall and car push buttons and limit switches.
- .20 Comply with TSSA Enforcement Procedure Bulletin Ref. No. 222/07 relating to proper grounding procedures.

- .21 The conductors to the hoistway door locks shall meet the requirements of Rule 2- 126 and Clause 38-011 of the Canadian and Ontario Electrical Safety Codes. The wiring must be rated for 200E centigrade and be of the SF type or equivalent.
- .22 Neatly tie up or lace up and identify all spare wires in the controller.
- .23 Do not run any wiring or conduit on the pit floor. Install all wiring and conduit a minimum 600 mm (24") above pit floor. Securely fasten and brace any conduit which runs across the hoistway above the floor.

.5 TRAVELLING CABLES

- .1 Replace all travelling cables with new CSA-B44 Code approved flexible travelling cable designed specifically for elevator use. Provide ETT type cable.
- .2 Terminate cables on terminal blocks having identifying numbers to facilitate replacement and service.
- .3 Provide travelling cable with flame retarding and moisture resisting outer covers.
- .4 Suitably suspend the travelling cables to relieve strain in the individual conductors, (using a steel supporting strand with appropriate supports if the suspended weight exceeds 34 kg).
- .5 Provide ten percent (10%) additional minimum spare conductor wires in each travelling cable.
- .6 Provide in the travelling cables, at least five (5) spare twisted pairs of uninterrupted shielded wires and one (1) coaxial cable for future electronic equipment.

.6 LUBRICATION

- .1 Include means of lubricating bearings requiring periodic lubrication.
- .2 When used, provide all grease fittings to fit same gun.
- .3 Provide visible and easily accessible lubrication points.

.7 GUIDE SHOES

- .1 Provide new swivel type guide shoes for the car and counterweight. Assemble on metal base to permit self-alignment.
- .2 Equip each guide shoe with renewable, non-metallic wearing gibs or inserts and spring to make up for side play between guide rails.
- .3 Include renewable wearing guide shoe gibs made of durable non-metallic material having low coefficient of friction and long wearing qualities when operated on guide rails receiving infrequent light applications of rail lubricant.
- .4 Do not use guide shoe gibs containing graphite or extreme pressure type lubricants which may adversely affect performance of safety.

.8 SUSPENSION ROPES AND FASTENINGS

- .1 Provide new steel wire rope constructed for elevator service, equal in design and type as those provided by the original manufacturer, for the suspension of the elevator car and counterweight.

- .2 Ropes installed on any one elevator, shall be from the same factory production run.
- .3 Provide approved type wedge socket wire rope fastenings.
- .4 Provide individual compression springs on counterweight end to equalize tension in ropes.
- .5 The returned end of the wire ropes on wedge clamp fastenings are to be secured with two (2) retaining clips. The first clip is to be set approximately 50 mm (2") above the top of the wedge clamp, the second clip at 100 mm (4") above the first clip. The end of the wire rope is to be bound and tied or taped to prevent injury.
- .6 Provide minimum **9 mm** diameter metal anti-rotation devices to secure all terminations after installation to prevent rotation of fastenings in hitch plates.
- .7 Lang lay hoist ropes are not acceptable.

.9 GUIDE RAIL LUBRICATORS

- .1 Provide guide rail lubricators to distribute oil evenly.
- .2 Include oil tight drip pan beneath each guide rail in the pit.

.10 GUIDE RAILS AND FASTENINGS

- .1 Thoroughly clean down and wash all car and counterweight rails and brackets.
- .2 Inspect and tighten all main and counterweight rail brackets and fastenings to the building structure.
- .3 Check rail alignment and plumb same within maximum variation of 1.6 mm over any 6.1 m section.
- .4 Check all fastenings, brackets, and fish plates to ensure secure and solid attachment of rails.

.11 INTERMEDIATE BEAMS

- .1 Check all intermediate beams and brackets for secure fastening to the hoistway structure. Securely fasten any loose brackets or beams.

.12 SHEAVES AND SUPPORTING BEAMS

- .1 Provide any new deflector sheaves, bearings and beams necessary to obtain the proper lead of the ropes to the car and counterweight.
- .2 Provide sheaves of cast iron, accurately machined and grooved for the diameter of ropes used and supported by steel beams or channels furnished in place by the elevator contractor.
- .3 Provide all sheaves sufficiently larger than that required by code, in pitch diameter and thickness, to permit at least one regrooving of sheave.
- .4 Thoroughly clean off and examine all supporting beams.

.13 SPRING BUFFERS, CHANNELS AND SUPPORTS

- .1 Provide new car and counterweight buffer springs, channels and supports. Securely fasten springs in place.
- .2 Paint buffers and supports with rust inhibiting paint.

- .3 Provide a data tag permanently attached to each buffer in conformance with the requirements of section 2.22.3.3 of the CSA B44-10 Code.

.14 COUNTERWEIGHT

- .1 Retain and Refurbish the existing counterweight, thoroughly clean off and examine the frame, bolts, and fastenings for tightness and excessive wear.
- .2 Re-balance counterweight to equal the weight of the complete elevator car cab, frame and platform plus 40% to 42.5% of the contract load. Replace existing concrete bricks with steel or lead bricks if required to reach the desired balance weight.
- .3 Check runby and post sign in the vicinity of the counterweight buffer indicating the maximum designed runby for this installation.
- .4 Statically balance the counterweight so that when the counterweight is at the centre of the hoistway it will hang in the centre of the rails with the top guide shoes removed.
- .5 Provide four (4) separate steel retaining guides to prevent the counterweight from leaving the guide rails in event that the roller guide assemblies leave their attachments. The retaining arrangement is to be fastened to the counterweight frame independent of the primary guiding means. Paint new retaining guides YELLOW.
- .6 Paint complete counterweight YELLOW in colour.
- .7 Provide blocking under the counterweight where required.

.15 CAR FREE-FALL SAFETY

- .1 Provide and install a new *Hollister Whitney* under car safety device in accordance with clause 2.17.3 of the B44 Code.
- .2 Perform full load overspeed test in the presence of the TSSA Inspector.

.16 OPEN DOOR INSPECTION OPERATION

- .1 Provide in each controller switches marked "CAR DOOR BYPASS" and "LANDING DOOR BYPASS".
- .2 Provide circuitry that will prepare the control system so that, when an inspection operation is activated, the car may be moved with open door contacts in accordance with clause 2.26.1.5 of the B44 Code.

.17 DOOR CIRCUIT MONITORING SYSTEM

- .1 Provide means to monitor the position of the car doors while the car is in the landing zone in accordance with clause 2.26.5 of the B44 Code.

.18 CAR OVERSPEED PROTECTION

- .1 Provide means to prevent a car from over speeding in the ascending direction of travel in accordance with clause 2.19.1 of the B44 Code. Include all materials and labour required, either for or as a result of the mounting and installation of the device.
- .2 Detect any uncontrolled movement of the car prior to or, at a minimum, at the time when the car reaches a predetermined overspeed, and cause the car to stop prior to the time when the counterweight strikes its buffers, or at least reduce the car speed to the speed for which the buffer is designed.

- .3 Device to be capable of performing as required without assistance from any elevator component that solely, without built-on redundancy, controls the speed, or deceleration, or stops the car during normal operation.
- .4 Device required to perform this function must apply pressure to the hoisting ropes not the drive sheave.
- .5 Provide a *Hollister Whitney* rope brake. Alternative devices will not be acceptable.

.19 CAR UNCONTROLLED LOW SPEED PROTECTION

- .1 Provide means to prevent any uncontrolled movement of the car in accordance with clause 2.19.2 of the B44 Code.
- .2 Detect any uncontrolled movement of the car before the car travels away from the landing by more than 500 mm and bring the car to a full stop before it travels an additional 750 mm.
- .3 Device to be capable of performing as required without assistance from any elevator component that solely, without built-on redundancy, controls the speed, or deceleration, or stops the car during normal operation within the levelling zone.
- .4 Device required to perform this function must apply pressure to the hoisting ropes not the drive sheave.
- .5 Provide a *Hollister Whitney* rope brake. Alternative devices will not be acceptable.

.20 CAR OVERSPEED GOVERNOR AND ROPE

- .1 Provide a new *Hollister Whitney* overspeed governor and wire rope designed to suit the existing speed and capacity of the elevator.
- .2 Provide a new governor tension sheaves in the pit.
- .3 Provide a governor overspeed switch to comply with clause 2.18.4 of the B44 code.
- .4 Upon activation of the overspeed switch, the elevator controller shall automatically initiate a slowdown and stop the car at the next floor.
- .5 The stopped car shall park with the doors open until the switch is reset.
- .6 Calibration of the governor shall be checked in the presence of the TSSA inspector.

.21 GEARED TRACTION MACHINE

- .1 Provide and install a new traction type *Hollister Whitney*, *Titan* or *Torin* single wrap geared machine with 1:1 roping arrangement.
- .2 Geared machine to consist of an AC motor, electromechanical brake, steel worm, bronze gear, steel sheave shaft and traction sheave mounted in proper alignment on a suitable bed-plate.
- .3 Provide reversible AC motor with high starting current specifically designed to meet the severe loads encountered in elevator service.
- .4 Provide not less than one (1) megohm insulation resistance between motor windings and motor frame.

- .5 Worm to be manufactured from annealed or stress relieved steel, accurately machined, ground and provided with a singled end, double race and ball bearing thrust. Gear to be manufactured from a phosphor bronze rim, accurately cut, fitted and bolted to a cast iron spider.
 - .6 Design to permit removal of thrust unit without dismantling machine.
 - .7 Include means for lubrication and provide oil tight inspection ports for worm gear face, gear contact and gear mounting bolts.
 - .8 Fabricate traction sheave from meehanite cast iron properly grooved for the cables and demountable from the gear sheave spider.
 - .9 Design brake to be spring applied, electromagnetically released and quietly operated by direct current. Design and adjust for holding the car cab with 125% of the rated load. Impregnate winding with insulation and bake to prevent absorption of moisture and oil.
 - .10 Design and adjust the machine so that when running at contract speed vibrations shall not exceed a reading in excess of 0.3 mm taken at the end of the drive motor. The total backlash of the gear and the end play of the worm shall not exceed 0.178 mm as measured with balanced load plus 90 Kg and balanced load minus 90 Kg.
 - .11 If required, provide any new deflector sheaves for the proper deflection of the hoist ropes.
 - .12 Mount the machine on sufficient rubber pads so as to reduce to a minimum, the transmission of noise and vibration of the machine to the building. Reduce noise and vibration to Owners satisfaction.
 - .13 If the geared machine is to be dismantled to be transported to the machine room, all removed components must be dowelled before the machine is dismantled. The Consultant must be notified in advance, if and when the machine will be dismantled.
 - .14 Provide a suitable machine base of proper height to allow for the installation of the hoist rope brake in the machine room.
 - .15 Provide any additional beams, braces, or supports to accommodate the installation of the new machine on the existing machine beams.
 - .16 Adjust the brake for smooth and quiet operation.
- .22 LIMIT SWITCHES**
- .1 Replace all slowdown and final limit switches. Provide new wiring to all switches.
 - .2 Dowel all new final limit brackets to the rails after final adjustment.
- .23 DIRECT CURRENT SUPPLY**
- .1 Provide rectifiers to supply direct current for elevator machine brake, control and operating equipment.
- .24 VARIABLE VOLTAGE VARIABLE FREQUENCY CONTROL**
- .1 Provide a variable voltage variable frequency, flux vector control system designed for a three phase AC induction motor. System to be capable of producing full torque at zero speed and shall utilize a shaft mounted position transducer to accurately measure the rotating frequency.

- .2 Provide closed loop tachometer feedback control. Continuously monitor the elevator speed signal from the velocity transducer and compare it with the intended speed signal to verify proper and safe operation of the elevator and to correct the actual speed to match the intended speed.
 - .3 Provide stepless acceleration and deceleration and smooth operation at all speeds.
 - .4 Use a three-phase, full wave bridge rectifier and capacitor bank to provide a DC voltage bus for the solid-state inverter.
 - .5 Use power semiconductor devices and pulse width modulation, with a carrier frequency of not less than 12 kHz, to synthesize the three-phase, variable voltage variable frequency output to operate the hoist motor in an essentially synchronous mode.
 - .6 The drive shall not create excessive audible noise in the elevator motor.
 - .7 Provide capability of being adjusted or programmed to achieve the required motor voltage, current, and frequency, in order to properly match the characteristics of the AC hoist motor. AC motor to have a slip specification of 5% or less, or a NEMA rating of "A" or "B".
 - .8 Provide a heavy duty type drive, capable of delivering sufficient current required to accelerate the elevator to contract speed with rated load and be able to maintain a 180% to 200% current overload for 3 seconds and a 150% current overload for 60 seconds. Equip drive with an electronic automatic stall prevention and voltage boost to prevent nuisance tripping during load or line transient conditions.
 - .9 Provide means for removing regenerated power from the drive's DC power supply during dynamic braking. **This power shall be dissipated in a resistor bank**, which shall be an integral part of the controller. Failure of the system to remove the regenerated power shall cause the drive's output to be removed from the hoist motor.
 - .10 Provide a contactor to disconnect the hoist motor from the output of the drive unit each time the elevator stops. Monitor contactor to ensure that the elevator will not restart if the contactor has not returned to the de-energized position when the elevator stopped.
 - .11 Open all power feed lines to the brake by an electro-mechanical switch. A single ground, short circuit or solid-state control failure shall not prevent the application of the brake.
 - .12 Arrange to continuously monitor the performance of the elevator in such a way that if the car speed exceeds 0.75 m/s during inspection operation or levelling, the car shall shut down immediately. Provide manual resetting.
 - .13 The system shall not require DC injection braking to control the stopping of the elevator.
 - .14 Provide encoder feedback to regulate hoist motor speed. Mount encoder on the motor shaft.
- .25 TAPELESS AUTOMATIC SELF-LEVELLING FEATURE**
- .1 Provide a maintenance-free tapeless self-levelling device which will automatically bring car to within 6.35 mm or better, above or below the landing sill.
 - .2 Compensate for overtravel or undertravel and bring car level to landing sill.
- .26 CONTROLLERS AND CABINETS**
- .1 Provide and install new controllers enclosed in enamelled, ventilated, sheet steel cabinets. Include hinged doors for easy access.

- .2 Provide contacts to ensure maximum conductivity with a wiping action to prevent sticking and fusion.
- .3 Provide electronic time delay devices which employ stable capacitors or crystals as time base.
- .4 Wiring on the controller, whether control or field wiring, must be done in neat, workman like order and all connections made to studs and terminals by means of grommets or similar connections.
- .5 All relays, contactors, fuses and printed circuit board components, etc., shall be clearly marked by means of tags not easily removable.
- .6 Provide a group dispatching monitor on the door of one of the controllers. Monitor to be touch screen or be supplied with a keyboard and mouse. Provide all interconnections required between controllers.

.27 COMPUTING DEVICES

- .1 Isolate the inputs to micro-processors from external devices (such as push-buttons) and isolate the outputs to external devices (such as indicators) by means of relays or optical devices.
- .2 Provide the control program on read-only-memory with a minimum of 40% spare capacity, to allow for future programming modifications and extension.
- .3 Provide for separate regulated power supplies to serve each micro-processor system.

.28 CONTROL CIRCUIT GROUNDING

- .1 Arrange the control circuits so that one side of the control power supply for external circuits is grounded to facilitate testing and trouble shooting.

.29 HOISTWAY DOOR FRAMES

- .1 Hoistway doors shall have at every landing a clear opening of 1524 mm in width and 2134 mm in height and be of the vertical bi-parting type.
- .2 Door frames at all floors shall be finished as shown on the architectural drawings.
- .3 Provide profile to suit size and detail as shown on architectural drawings.

.30 HOISTWAY DOORS

- .1 Carefully remove existing swing type hoistway doors without damage. The Owner will retain and store the redundant doors for Heritage purposes.
- .2 Provide and install new *Peelle* steel plate bi-parting counterbalanced hoistway doors with vision panel in the upper door section. Construct doors from 12 gauge plain steel with rigid steel framing. Doors at all floors to be finished as shown on the architectural drawings.
- .3 Equip each door panel with four (4) solid precision grooved adjustable shoes.
- .4 Equip lower edge of the upper door section with a minimum 38 mm thick fire resistive type non-crushing member and top edge of lower door section with a trucking sill designed to support the loading/class specified.

.31 HOISTWAY ENTRANCE FIRE RATING

- .1 Entrances shall be 1.5 hr. fire rated in conformity with NBC, produced under label service program of ULC or other agency acceptable to authorities having jurisdiction.
- .2 Comply with latest edition of the CAN4-S104 standard and affix ULC or other acceptable agency label on doors and accessories.

.32 HOISTWAY DOOR SILLS

- .1 Completely remove the existing hoistway door sills. Provide and install steel sills with anti-slip wearing surfaces.
- .2 Provide continuous sill supports for the total width of the hoistway door opening at every floor and designed to support C3 loading.
- .3 Conceal all sill fastenings. See architectural drawings for details.

.33 HOISTWAY ACCESS DEVICE

- .1 Provide and install at bottom and top landings new keyed hoistway access switches in accordance with Clause 2.12.7.1 of B44 Code.
- .2 Locate switches in hall door frame or hall button fixture and engrave "Hoistway Access" with direction arrows on face plate. Include enable switch in service panel.
- .3 Provide and install hoistway door unlocking devices at all floors. Provide access by means of a releasing chain device which is kept under a locked panel.
- .4 Patch the redundant holes at the bottom and top landings for the existing hoistway access devices with a grout colour to match the existing bricks and blocks.

.34 HOISTWAY DOOR HANGERS, TRACKS, LOCKS AND CLOSERS

- .1 Provide and install removable steel door tracks with adjustable trucking sill stops and dual side tension latching.
- .2 Install tracks vertically plumb and fasten with two bolts each at floor level.
- .3 Provide and install door interlocks and motor operated retiring cams.
- .4 Connect door sections to each other with suitable roller chain running over grooved ball bearing sheaves. Connection to the upper panel to be with malleable iron connectors and to the lower panel with cold rolled square rods with adjustable connectors.
- .5 Provide and install hoistway door locking devices at all floors.

.35 CAR GATE AND TRACKS

- .1 Provide and install at the front of the cab, a new single-section, vertically sliding, counter weighted, wire mesh gate constructed of 9.5 mm rectangular wire mesh panels with channel steel frame and channel stiffeners. New car gate to be a minimum of 1829 mm in height.
- .2 Provide and install new solid type guide shoes made of cast iron or with brass alloy. Design guide shoes to provide easy replacement of the units when required.
- .3 Guide gate on steel tracks and counterbalance by weights attached by roller chains with adjustable connectors running over ball bearing sheaves.

- .4 Set steel tracks vertically plumb and secure with minimum 9.52 mm bolts spaced at least every 305 mm.
- .5 Enclose or design counterweight to be retained should means of suspension fail.
- .6 Provide and install electric gate contacts conforming to section 2.14.4.2 of the ASME A17.1-2010/CSA-B44-10 Safety Code for Elevators.

.36 DOOR OPERATOR

- .1 Provide and install for the car gate and hall doors dual *Peelle* two-speed door operators. Door travel shall be determined by direct drive limit switch actuation. Motor speed to be controlled to minimize slam or rebound and designed to ensure full opening and full closing. An automatic stay-open feature shall be provided to ensure that the hoistway door panels stay fully open.
- .2 Provide average closing speed of 0.3 m/s for each hoistway door panel and 0.6 m/s for each car gate.
- .3 Provide average opening speed of no greater than 0.6 m/s and no less than 0.5 m/s.
- .4 Permit opening by hand in case of power failure.
- .5 Provide and install *Peelle* wireless car door operator controllers in the hoistway at each floor and in the machine room.

.37 INFRARED SENSOR

- .1 Provide and install infrared sensor beams on each side of the car gate.
- .2 Device to be reliable and consistent in operation, not affected by humidity or temperature changes and have inherent long term reliability with minimum maintenance.

.38 CAR PLATFORM

- .1 Provide and install a new car platform.
- .2 Platform shall consist of a structural steel frame filled with wood or steel sub-flooring or of laminated construction.
- .3 Provide and install new laminated hardwood flooring designed for freight elevator use.
- .4 Mount car platform on rubber pads supported on auxiliary sub-frame fastened to car frame to form isolating cushion between car and steel car frame.
- .5 Provide and install a platform guard (toe guard) in conformance with section 2.15.9 of the ASME A17.1-2010/CSA-B44-10 Safety Code for Elevators. Paint guard black. Paint the bottom angled portion of the guards yellow with black angled stripes.

.39 CAR FRAME

- .1 Provide and install a car frame consisting of steel "U" channels and angles securely welded, bolted or riveted and substantially reinforced and braced so as to relieve the car enclosure of all strains.
- .2 Design car frame to suit class C3 loading requirements.

.40 TOP OF CAR OPERATING DEVICE EQUIPMENT

- .1 Provide new Top-of-Car Inspection operation with open door circuits in accordance with clause 2.26.1.4.2 of the B44 Code.
- .2 Provide a **new** stationary top of car control box with an alarm bell designed to operate on normal and emergency power, GFI duplex receptacle, and work light.
- .3 Provide an additional moveable type guarded light fixture with a magnetic base. Permanently wire light fixture to car top operator and provide a sufficient length of cord to access all areas of car top.

.41 TOP OF CAR SAFETY RAILING

- .1 Provide and install a metal safety railing on the car top to comply with the requirements of ASME 17.1-2010/CSA-B44-10 Safety Code for Elevators.
- .2 Paint the railing and kick plate YELLOW.
- .3 Provide red and white crosshatch markings on any areas on the car top where there is more than 100 mm from the outside of the railing to the edge of the car top.

.42 ALARM BELL

- .1 Provide an alarm bell located on the car designed to operate under permanent and emergency power conditions.
- .2 Alarm button in cab to illuminate when pressed.

.43 CAR AND COUNTERWEIGHT WEIGHING

- .1 **Prior to the start and at the completion** of the alteration, weigh the car and counterweight separately. Record both weights.
- .2 Provide Consultant with a digital photo of the weighing and copy of the recorded weights.
- .3 Provide on the car top and fill in an Auxiliary Weight Data Tag.

.44 CAR ENCLOSURE

- .1 Comply with clause 2.14.1 of ASME A17.1-2010/CSA-B44-10 Safety Code for Elevators.
- .2 Enclose car on all sides with 14 gauge primed steel painted to Owners choice of colour.
- .3 Provide and install a steel car top constructed of a minimum 12 gauge thick sheet steel. Support car top to be able to withstand a load of not less than 136 Kg at any 0.2 m². Paint underside of ceiling to Owners choice of colour.
- .4 Provide a top hat at the rear of the cab to a height of 445 mm above the ceiling. Top hat to be the full width of the cab and to come out 711 mm from the rear wall.
- .5 Provide and install two (2) recessed 1,220 mm two (2) tube LED light fixtures with lamp guards flush with underside of the car top.
- .6 Provide and install 2 rows of bumper strips of nominal 50 X 250 mm hardwood on the side and rear walls arranged to relieve walls from impact forces. Mount at approximately 900mm and 300 mm above the floor. Support bumper strips on structural steel members mounted behind car enclosure and solidly fastened to car platform.
- .7 Design equipment to withstand heavy concentrated loads imposed by Class C3 loading.

- .8 Provide and install all loading and freight class signs in cab as per ASME A17.1-2010/CSA-B44 Safety Code for Elevators. All signage to be bilingual.

.45 CAR OPERATING PANEL AND SERVICE CABINET

- .1 Provide and install in the car cab, **one (1)** new recessed car operating panel, with hinged stainless steel face plate.
- .2 Locate all buttons in accordance with Appendix E, of the ASME A17.1-2010/CSA-B44-10 Safety Code for Elevators.
- .3 Buttons to be stainless steel vandal resistant type. Provide and install raised numerals with braille to the left of each button. Attached plates will not be accepted. Where possible use international symbols. All other markings to be engraved on the faceplate in both official languages.
- .4 Common devices to be included in the car station are as follows:
 - .1 Floor push buttons with integral illumination using **blue** LED type lights with a minimum 100,000 hour rating. Illuminate buttons with **blue** back lights and provide momentary audible signal when call is registered and extinguish the call when the car stops at the selected floor.
 - .2 Alarm, stop, door open, and door close buttons. Mark buttons with appropriate symbols. Properly identify the stop button as "Push to stop", "Pull to run". Provide bilingual wording.
 - .3 Lens for Emergency Lighting System as specified elsewhere in these specifications.
 - .4 Perforation holes for a hands free communication system, as specified elsewhere in these specifications. Provide and install a **YELLOW** International Telephone Symbol and engraved bilingual wording "PHONE". Provide and install an LED visual indicator and engraving, to indicate to persons with hearing disabilities that their call for assistance has been acknowledged. Phone button to be located between 890 mm and 1,220 mm above the floor.
 - .5 A digital car position indicator as specified elsewhere in these specifications.
 - .6 Audible signal to sound when the car stops at or passes a floor. Signal volume to be adjustable between 50 and 70 dBA.
 - .7 Firefighter's Emergency Operation Panel.
 - .8 Visual and audible signal for Special Emergency Operation.
 - .9 A service cabinet with a hinged **self-locking door**. Provide and install toggle and Key switches inside the service cabinet, appropriately marked to control the following:
 - .1 Car lights – 2 position TOGGLE;
 - .2 Test BUTTON or KEY SWITCH for emergency lighting;
 - .3 Independent service – 2 position TOGGLE;
 - .4 Inspection KEY switch;
 - .5 One GFCI receptacle.

- .10 Engrave the following on the operating panel:
 - .1 Elevator capacity in kilograms;
 - .2 Elevator number in minimum 50 mm numerals;
 - .3 TSSA installation number and logo;
 - .4 Licence located in machine room in letters 12 mm in height. Engrave with black fill.
- .11 Submit samples of buttons and layout drawing to Consultant for approval.

.46 CAR POSITION INDICATOR

- .1 Provide and install near the top of the car operating panel in the elevator a digital position indicator. Indicator to display identical markings to car operating buttons, including all bilingual markings.
- .2 Display letters and numbers for the digital position indicator in segmented format at least 50 mm in height and **blue** in colour. Use LED type, 100,000 hour rating, on a high resolution screen display. Arrange letters and numbers appearing on the indicator to illuminate in sequence and to transfer illumination instantaneously between floor levels.

.47 HALL BUTTONS

- .1 Provide and install one riser of new **surface mount** hall button fixtures identical in design to the car buttons. Provide buttons with integral illumination using 100,000 hour rated **BLUE** LED illumination.
- .2 Locate centreline of new buttons to be 1,066 mm above the floor.
- .3 Illuminate call button when call is registered. Extinguish illumination when call has been answered.
- .4 All new stainless steel cover plates to be large enough to cover all redundant openings of existing hall button fixtures.
- .5 Provide and install "door open" and "door close" buttons so connected to operate only when the car is stopped level at the floor where the buttons are located.
- .6 Provide and install an out of service indicator light a minimum of 75 mm by 75 mm in size in each fixture. Out of service indicator is to illuminate any time service is denied to the hall buttons.

.48 SPECIAL HALL STATION AT DESIGNATED LEVEL

- .1 Provide in the hall button fixture at the designated floor a stainless steel fixture containing the fire recall key switch with appropriate indicator lights.
- .2 The key switch shall be a three (3) position RESET- OFF- ON for the Firefighters Operation service. Provide quality type FEOK1 key switches of the Group 3 classification.
- .3 Provide all cutting, patching, conduit and wiring as required. Provide shop drawings of the complete fixture for review.
- .4 Provide at the designated level near the elevator hoistway an identified metal box containing the emergency recall keys.

- .5 Provide and install an out of service indicator light a minimum of 75 mm by 75 mm in size in each fixture. Out of service indicator is to illuminate any time service is denied to the hall buttons.

.49 SIGNAL ILLUMINATION

- .1 Illuminate all letters and all numbers with sufficient intensity to produce distinct and well defined indication under ambient lighting conditions.

.50 AUDIBLE AND VERBAL FLOOR ANNOUNCEMENT

- .1 Provide and install verbal floor announcement as per clause E9.3 of ASME A17.1-2010/CSA-B44-10 Safety Code for Elevators.
- .2 Provide and install announcements in both official languages.
- .3 The unit shall be capable of being programmed with customized announcements.

.51 FACEPLATE FASTENINGS

- .1 Fasten all signal fixture face plates securely with unexposed fasteners or with tamper-proof fasteners.

.52 IDENTIFICATION

- .1 Provide 100 mm numerals corresponding to floor level on inside of hoistway doors.
- .2 Provide 50 mm numerals on all elevator equipment as previously specified. Include permanent numbers engraved in the elevator.
- .3 Provide all necessary engraving on faceplates as required by the Consultant, in Helvetica medium, upper and lower case in both English and French.
- .4 Provide raised character and Braille floor designations on both door jambs minimum 50 mm. Locate center-line of numeral 1,525 mm above floor level measured from the base line of the characters.
- .5 At the main entry level on both door jambs provide a 50 mm raised star designation to the left of the floor designation number. All characters to comply with Clause E19.2.
- .6 Identify the elevator at the recall level. Provide metal plates permanently installed with rivets or permanent type glue. Numbers to be a minimum 50 mm high.
- .7 Provide at each floor a bilingual elevator corridor call station pictograph as per figure 2.27.9 of the B44 Code.

.53 CAR EMERGENCY LIGHTING

- .1 Provide and install battery operated emergency lighting equipment. Batteries to be of dry cell type.
- .2 Mount power pack on car top and light fixture in car station. Provide and install general illumination in the car with a minimum of 2 lx intensity 1,200 mm above the car floor and 300 mm in front of the operating panels for at least a four (4) hour period.
- .3 Include means for convenient manual operation and testing of the unit in the car station service cabinet. Arrange test switch to turn off normal lighting when testing emergency lighting.

.54 EMERGENCY COMMUNICATIONS SYSTEM IN THE CAR

- .1 Comply with clause 2.27.1.1.1 of the ASME A17.1-2010/CSA-B44-10 Safety Code for Elevators.
- .2 Provide and install a hands free, vandal resistant, emergency communications device containing an internal adjustable volume control speaker and microphone, to enable two-way voice communication between the car and a location in the building that is readily accessible to authorized and emergency personnel. Locked panel to be similar and be keyed the same as the independent service switch.
- .3 The device shall be activated by pressing the PHONE button located in the car station and shall automatically ring a telephone number of the Owner's choice. Once activated in the elevator the line shall remain open until disconnected by the receiver. "Phone" button to be installed a minimum of 890 mm above the floor and maximum 1,220 mm above the floor.
- .4 Provide and install an LED and engraving to visually indicate that the call has been answered. Provide and install beside the Phone button, a YELLOW international telephone symbol as per E19.7.2.2. of the ASME A17.1-2010 / CSA-B44-10 Safety Code for Elevators and the operating instructions.
- .5 The line dialler network shall operate on any central office line along with conventional phones and shall have an internal battery for memory back-up for a minimum of two months in the event that power fails or the dialler is removed from the telephone line.
- .6 The device shall contain a ring sensor which shall allow the initiation of a call to the elevator. The number of rings shall be adjustable. The two-way communication shall not be transmitted to an automatic answering system.
- .7 The two-way communications, once established, shall be disconnected only when authorized personnel outside the car terminate the call.
- .8 The two-way communications means shall provide on demand to authorized personnel, information that identifies the building location and elevator number and that assistance is required.
- .9 Provide and install all wiring necessary for the complete installation of the system from the device in the elevator to an externally located terminal in the elevator machine room. Connect to the telephone line.
- .10 The two-way communications means shall not use a handset in the car. Comply with clause 2.27.1.1.3 of the ASME A17.1-2010 / CSA-B44-10 Safety Code for Elevators.
- .11 If the emergency communication means is connected to the building power supply, it shall automatically transfer to a source of standby or emergency power, as required by the applicable building code, after the normal power fails. The power source shall be capable of providing for illumination of the visual indication within the car, and the means of emergency communications for at least four (4) hours; and the audible signalling device for at least one (1) hour.

.55 EMERGENCY COMMUNICATIONS SYSTEM IN THE CAR VERIFICATION

- .1 Comply with Clause 2.27.1.1.6 of the B44 Code
- .2 Provide a minimum of one illuminated visual and audible signal for each group of elevators controlled by the Fire Recall Switch. Provide and install a stainless steel faceplate.
- .3 The visual signal is to be located at the designated level in the Fire Recall Switch Panel.

- .4 Provide all bilingual engraving as required.

.56 BILINGUAL MARKINGS

- .1 Engrave identification and instructions at least 0.25 mm deep on operating panels and on all signal equipment in both English and French except where design is such that inference is obvious and readily understood.
- .2 All position indicators are to display bilingual characters similar to the bilingual floor markings in the car operating panel.

.57 KEYS

- .1 Provide six (6) sets of keys for each control device and FEO-K1 keys for Firefighters Service switches. Supply and install a metal key box for the FEO-K1 keys. Locate box as per Owner's requirements. All keys to be the barrel type.
- .2 Organize keys on suitable key rings with permanently engraved tags, clearly identifying use. Tags to be approved by the Elevator Consultant and presented to the Owner's representative.
- .3 Provide Consultant with a copy of a Transmittal signed by Owner's Representative indicating that all tagged keys have been received by the authorized representative.
- .4 Provide a copy of the Transmittal in the maintenance manuals.

.58 MATERIAL AND MARKING OF CROSSHEAD DATA PLATES

- .1 All crosshead data plates including the cab alteration weight data tag must comply with Clause 2.16.3.3 of the B44 Code.
- .2 All data plates must be permanently fastened to the crosshead with screws or silicone glue. Alternate fastenings will not be accepted.
- .3 All information on the data plates must be engraved or permanently marked so as the information cannot be easily removed.

PART 3 – EXECUTION

.1 WORKMANSHIP AND PROCEDURE

- .1 Install all equipment in a first class workmanship manner. Upon completion do all necessary repairs, cleaning, and painting as required to turn the equipment over in “New Condition”.

.2 ARRANGEMENT OF EQUIPMENT

- .1 Arrange equipment in machine room so that rotating elements, sheaves and other equipment can be removed for repairs or replacement without dismantling or removing other equipment components.
- .2 Arrange equipment for clear passage.
- .3 Arrange equipment according to shop drawings.
- .4 Accommodate equipment in provided space according to above mentioned requirements.

.3 WELDING

- .1 All field welds shall be identified with the welder's identification stamp. A smoke eater shall be provided for any on-site welding.

.4 SURFACE PROTECTION

- .1 Provide protective coverings for all finished surfaces.

.5 LIMIT SWITCHES

- .1 Subsequent to the performance of safety tests and checks by the Inspecting Authorities, fasten final limit switches and brackets by through bolting or doweling.

.6 BRAKE

- .1 Adjust brake to hold car cab plus 125% of the rated load.
- .2 After final adjustment of the brake and subsequent to the performance of safety tests and checks by the Inspecting Authorities, drill the brake spring nuts and rod and insert a cotter pin or seal to avoid incorrect or different adjustments in the future.
- .3 Arrange the brake to stop the elevator with full load in the car from full speed in the down direction within the normal stopping distance of the car.
- .4 Provide and fill out brake setting data plate after final adjusting.

.7 CAR BALANCE

- .1 Check the static balance of the car.

.8 COUNTERWEIGHT BALANCE

- .1 Check the static balance of the counterweight.
- .2 Check and adjust as required to ensure that the counterweight is equal to the complete elevator cab plus between 40 to 42.5% of the contract load.

.9 SPEED VARIATION

- .1 Adjust for speed variation as follows:
 - .1 When lifting rated load, do not permit car speed to vary from rated speed by more than 2%.
 - .2 When operating under varying normal conditions, i.e. rated load to no load, do not permit operating conditions to exceed 2%.

.10 RIDE PERFORMANCE

- .1 Acceleration/Deceleration
 - .1 Adjust the equipment to allow the car to start, accelerate, decelerate, and stop smoothly.

.11 ELEVATOR CONSULTANT

- .1 The Elevator Consultant has general supervision and direction of the elevator work. He is authorized to stop the work whenever the stoppage is necessary to insure the proper execution of the contract.
- .2 The Elevator Contractor will furnish competent men and equipment for inspecting and directing speed, load and such other acceptance tests as the Elevator Consultant may deem advisable.
- .3 The Elevator Consultant will carry out one (1) Final Inspection and one (1) Re- inspection. The cost of any additional inspections required due to the Elevator Contractors failure to correct any outstanding deficiencies previously listed, will be charged to the Elevator Contractor by the Owner.

.12 INSPECTIONS FIELD TESTS AND COMMISSIONING

- .1 Furnish competent personnel to assist the Consultant during the site inspections and testing of the systems. Make the appropriate corrections until final acceptance of the installations.
- .2 The site inspections will be carried out to ensure that the workmanship is in compliance with plans and specifications.
- .3 Provide a minimum of three working days' notice to Consultant for testing. Prior to giving notice the contractor shall test all systems to ensure proper operation.
- .4 Perform all tests as required by the B44 Code and the Technical Standards and Safety Act, 2000 O. Reg. 209/01.
- .5 The Contractor is to provide the services of a licensed mechanic to assist with all TSSA and Consultants inspections until **ALL** deficiencies are corrected in an acceptable manner and the final certificate of completion has been provided.
- .6 The Contractor is to provide the services of a licensed mechanic to assist with all fire alarm testing until ALL tests are completed in an acceptable manner and the final certificate of completion has been provided.
- .7 The inspections will be carried out to ensure that the workmanship is in compliance with plans and specifications.

- .8 Upon completion of the elevator provide all personnel, instruments and devices required to perform the following:
 - .1 Test car and counterweight balance to verify specification requirements.
 - .2 Test the equipment under full load and no load to verify the speed variation performance requirements.
 - .3 Test operating times to verify the performance requirements.
 - .4 Test door operating equipment to verify the performance requirements.
 - .5 Test the ride to verify the performance requirements.
 - .6 Perform all electrical readings and complete technical data forms required by the specifications.
 - .7 Upon completion of the elevator, furnish competent technicians, adjusters or engineers fully trained on the equipment installed to check and test all operating systems including but not limited to, special emergency service to verify the specification requirements.

.13 CLEANING AND PAINTING

- .1 Upon completion thoroughly clean, remove all indications of rust and paint with low odour paint ONLY, the following:
 - .1 Machine room floor in GREY Floor Enamel.
 - .2 Car top in rust resistant GREY paint, crosshead in BLACK, car top railing and kick plate YELLOW.
 - .3 Counterweight frame and blocks in rust resistant YELLOW paint.
 - .4 Pit equipment, channels, and buffer supports in rust resistant BLACK paint.
 - .5 Pit ladder YELLOW.
 - .6 Pit floor in GREY Floor Enamel.
 - .7 Car toe guard BLACK and bottom angled portion in BLACK/YELLOW crosshatch.
 - .8 All necessary touch ups for damages caused during handling of equipment are to be made on site. All paint to be approved by Owner.

.14 TRACTION ELEVATOR PERFORMANCE DATA FORM

.1 After completion of the work on the elevator and before the Consultant's Acceptance Inspection, complete and submit this form to the Consultant. The Consultant will not carry out an Acceptance Inspection until receipt of the completed and signed form.

	CAR 2
CAR SPEED UP (fpm)	
CAR SPEED DOWN (fpm)	
FLOOR TO FLOOR TIME UP (seconds)	
FLOOR TO FLOOR TIME DOWN (seconds)	
BRAKE TO BRAKE TIME UP (seconds)	
BRAKE TO BRAKE TIME DOWN (seconds)	
EMPTY CAR - RUNNING CURRENT UP (amps)	
EMPTY CAR - RUNNING CURRENT DOWN (amps)	
FULL LOAD - RUNNING CURRENT UP (amps)	
FULL LOAD - RUNNING CURRENT DOWN (amps)	
CAR DOOR OPEN TIME (sec)	
CAR DOOR CLOSE TIME (sec)	
CAR CALL DWELL TIME (sec)	
HALL CALL DWELL TIME (sec)	
DOOR TIME OUT (sec)	
LEVELLING ACCURACY ("	
SAFETY SLIDE DISTANCE (inches)	
GOVERNOR OVERSPEED SWITCH TRIP (fpm)	
SAFETY APPLICATION TRIP SPEED (fpm)	

.2 This form shall be signed by the person responsible for the performance of the test.

.15 AUTOMATIC EMERGENCY RECALL TEST DATA

- .1 After completion of the modernisation project and correction of all TSSA deficiencies, arrange with the Owner for a test of the elevator on automatic emergency recall. Carry out this test after normal working hours if requested by the Owner. The Consultant will not carry out a **Final** Inspection until receipt of the completed and signed form. A copy of this completed form must also be included in the O & M manuals.

Recall Test Date		
Elevator Contractor		
Fire Alarm Testing Contractor		
Tests Performed By (print and signature):		
Devices Activated	B44 Code Requirements	B44 Code Compliance
Hoistway Detector	All cars returned to the Designated Level with fire hats flashing in car	Yes / No
Machine Room Detector	All cars returned to the Designated Level with fire hats flashing in car	Yes / No
General Fire Alarm Activation Devices from hall floors	All cars returned to the Designated Level -- fire hats in car did not flash but illuminated	Yes / No
Dedicated Detector at Designated Level	All cars returned to the Alternate floor -- fire hats in car did not flash but illuminated	Yes / No
Recall Switch at Main Floor	Indicator light illuminated when on automatic or manual recall	Yes / No
Hoistway Detector Below Designated Level	All cars returned to the Upper Alternate Floor with fire hats flashing in car	Yes / No

- .2 This form shall be signed by the person responsible for the performance of the test.



TP1 Amount Payable – General

1.1 Subject to any other provisions of the contract, Her Majesty shall pay the Contractor, at the times and in the manner hereinafter set out, the amount by which

1.1.1 the aggregate of the amounts described in TP2 exceeds

1.1.2 the aggregate of the amounts described in TP3

and the Contractor shall accept that amount as payment in full satisfaction for everything furnished and done by him in respect of the work to which the payment relates.

TP2 Amounts Payable to the Contractor

2.1 The amounts referred to in TP1.1.1 are the aggregate of

2.1.1 the amounts referred to in the Articles of Agreement, and

2.1.2 the amounts, if any, that are payable to the Contractor pursuant to the General Conditions.

TP3 Amounts Payable to Her Majesty

3.1 The amounts referred to in TP1.1.2 are the aggregate of the amounts, in any, that the Contractor is liable to pay Her Majesty pursuant to the contract.

3.2 When making any payments to the Contractor, the failure of Her Majesty to deduct an amount referred to in TP3.1 from an amount referred to in TP2 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.

TP4 Time of Payment

4.1 In these Terms of Payment

4.1.1 The “payment period” means a period of 30 consecutive days or such other longer period as is agreed between the Contractor and the Departmental Representative.

4.1.2 An amount is “due and payable” when it is due and payable by Her Majesty to the Contractor according to TP4.4, TP4.7 or TP4.10.

4.1.3 An amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.

4.1.4 The “date of payment” means the date of the negotiable instrument of an amount due and payable by the Receiver General for Canada and given for payment.

4.1.5 The “Bank Rate” means the discount rate of interest set by the Bank of Canada in effect at the opening of business on the date of payment.



- 4.2 The Contractor shall, on the expiration of a payment period, deliver to the Departmental Representative in respect of that payment period a written progress claim 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.
- 4.3 The Departmental Representative shall, not later than ten days after receipt by him of a progress claim referred to in TP4.2,
- 4.3.1 inspect the part of the work and the material described in the progress claim; and
- 4.3.2 issue a progress report, a copy of which the Departmental Representative will give 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 Departmental Representative,
- 4.3.2.1 is in accordance with the contract, and
- 4.3.2.2 was not included in any other progress report relating to the contract.
- 4.4 Subject to TP1 and TP4.5 Her Majesty shall, not later than 30 days after receipt by the Departmental Representative of a progress claim referred to in TP4.2, pay the Contractor
- 4.4.1 an amount that is equal to 95% of the value that is indicated in the progress report referred to in TP4.3.2 if a labour and material payment bond has been furnished by the Contractor, or
- 4.4.2 an amount that is equal to 90% of the value that is indicated in the progress report referred to in TP4.3.2 if a labour and material payment bond has not been furnished by the Contractor.
- 4.5 It is a condition precedent to Her Majesty's obligation under TP4.4 that the Contractor has made and delivered to the Departmental Representative,
- 4.5.1 a statutory declaration described in TP4.6 in respect of a progress claim referred to in TP4.2,
- 4.5.2 in the case of the Contractor's first progress claim, a construction schedule in accordance with the relevant sections of the Specifications, and
- 4.5.3 if the requirement for a schedule is specified, an update of the said schedule at the times identified in the relevant sections of the Specifications.
- 4.6 A statutory declaration referred to in TP4.5 shall contain a deposition by the Contractor that
- 4.6.1 up to the date of the Contractor's progress claim, the Contractor has complied with all his lawful obligations with respect to the Labour Conditions; and
- 4.6.2 up to the date of the Contractor's immediately preceding progress claim, all lawful obligations of the Contractor to subcontractors and suppliers of material in respect of the



work under the contract have been fully discharged.

- 4.7 Subject to TP1 and TP4.8, Her Majesty shall, not later than 30 days after the date of issue of an Interim Certificate of Completion referred to in GC44.2, pay the Contractor the amount referred to in TP1 less the aggregate of
- 4.7.1 the sum of all payments that were made pursuant to TP4.4;
 - 4.7.2 an amount that is equal to the Departmental Representative's estimate of the cost to Her Majesty or rectifying defects described in the Interim Certificate of Completion; and
 - 4.7.3 an amount that is equal to the Departmental Representative's estimate of the cost to Her Majesty of completing the parts of the work described in the Interim Certificate of Completion other than the defects referred to in TP4.7.2.
- 4.8 It is a condition precedent to Her Majesty's obligation under TP4.7 that the Contractor has made and delivered to the Departmental Representative,
- 4.8.1 a statutory declaration described in TP4.9 in respect of an Interim Certificate of Completion referred to in GC44.2, and
 - 4.8.2 if so specified in the relevant sections of the Specifications, and update of the construction schedule referred to in TP4.5.2 and the updated schedule shall, in addition to the specified requirements, clearly show a detailed timetable that is acceptable to the Departmental Representative for the completion of any unfinished work and the correction of all defects.
- 4.9 A statutory declaration referred to in TP4.8 shall contain a deposition by the contractor that up to the date of the Interim Certificate of Completion the Contractor has
- 4.9.1 complied with all of the Contractor's lawful obligations with respect to the Labour Conditions;
 - 4.9.2 discharged all of the Contractor's lawful obligations to the subcontractors and suppliers of material in respect of the work under the contract; and
 - 4.9.3 discharged the Contractor's lawful obligations referred to in GC14.6.
- 4.10 Subject to TP1 and TP4.11, Her Majesty shall, not later than 60 days after the date of issue of a Final Certificate of Completion referred to in GC44.1, pay the Contractor the amount referred to in TP1 less the aggregate of
- 4.10.1 the sum of all payments that were made pursuant to TP4.4; and
 - 4.10.2 the sum of all payments that were made pursuant to TP4.7.
- 4.11 It is a condition precedent to Her Majesty's obligation under TP4.10 that the Contractor has made and delivered a statutory declaration described in TP4.12 to the Departmental Representative.



- 4.12 A statutory declaration referred to in TP4.11 shall, in addition to the depositions described in TP4.9, contain a deposition 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.

TP5 Progress Report and Payment Thereunder Not Binding on Her Majesty

- 5.1 Neither a progress report referred to in TP4.3 nor any payment made by Her Majesty pursuant to these Terms of Payment shall be construed as an admission by Her Majesty that the work, material or any part thereof is complete, is satisfactory or is in accordance with the contract.

TP6 Delay in Making Payment

- 6.1 Notwithstanding GC7 any delay by Her Majesty in making any payment when it is due pursuant to these Terms of Payment shall not be a breach of the contract by Her Majesty.

- 6.2 Her Majesty shall pay, without demand from the Contractor, simple interest at the Bank Rate plus 1 -1/4 per centum on any amount which is overdue pursuant to TP4.1.3, and the interest shall apply from and include the day such amount became overdue until the day prior to the date of payment except that

- 6.2.1 interest shall not be payable or paid unless the amount referred to in TP6.2 has been overdue for more that 15 days following

6.2.1.1 the date the said amount became due and payable, or

6.2.1.2 the receipt by the Departmental Representative of the Statutory Declaration referred to in TP4.5, TP4.8 or TP4.11,

whichever is the later, and

- 6.6.2 interest shall not be payable or paid on overdue advance payments if any.

TP7 Right of Set-off

- 7.1 Without limiting any right of set-off or deduction given or implied by law or elsewhere in the contract, Her Majesty may set off any amount payable to Her Majesty by the Contractor under this contract or under any current contract against any amount payable to the Contractor under this contract.

- 7.2 For the purposes of TP7.1, "current contract" means a contract between Her Majesty and the Contractor

7.2.1 under which the Contractor has an undischarged obligation to perform or supply work, labour or material, or

7.2.2 in respect of which Her Majesty has, since the date of which the Articles of Agreement were made, exercised any right to take the work that is the subject of the contract out of the Contractor's hands.



TP8 Payment in Event of Termination

- 8.1 If the contract is terminated pursuant to GC41, Her Majesty shall pay the Contractor any amount that is lawfully due and payable to the Contractor as soon as is practicable under the circumstances.

TP9 Interest on Settled Claims

- 9.1 Her Majesty shall pay to the Contractor simple interest on the amount of a settled claim at an average Bank Rate plus 1 ¼ per centum from the date the settled claim was outstanding until the day prior to the date of payment.
- 9.2 For the purposes of TP9.1,
- 9.2.1 a claim is deemed to have been settled when an agreement in writing is signed by the Departmental Representative and the Contractor setting out the amount of the claim to be paid by Her Majesty and the items or work for which the said amount is to be paid.
- 9.2.2 an "average Bank Rate" means the discount rate of interest set by the Bank of Canada in effect at the end of each calendar month averaged over the period the settled claim was outstanding.
- 9.2.3 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.
- 9.3 For the purposes of TP9 a claim means a disputed amount subject to negotiation between Her Majesty and the Contractor under the contract.



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GC1 Interpretation

1.1 In the contract

- 1.1.1 where reference is made to a part of the contract by means of numbers preceded by letters, the reference shall be construed to be 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;
- 1.1.2 “contract” means the contract document referred to in the Articles of Agreement;
- 1.1.3 “contract security” means any security given by the Contractor to Her Majesty in accordance with the contract;
- 1.1.4 “Departmental Representative” means the officer or employee of Her Majesty who is designated pursuant to the Articles of Agreement and includes a person specially authorized by him to perform, on his behalf, any of his functions under the contract and is so designated in writing to the Contractor;
- 1.1.5 “material” includes all commodities, articles and things required to be furnished by or for the Contractor under the contract for incorporation into the work;
- 1.1.6 “Minister” includes a person acting for, or if the office is vacant, in place of the Minister and his successors in the office, and his or their lawful deputy and any of his or their representatives appointed for the purposes of the contract;
- 1.1.7 “person” includes, unless the context otherwise requires, a partnership, proprietorship, firm, joint venture, consortium and a corporation;
- 1.1.8 “plant” includes all animals, tools, implements, machinery, vehicles, buildings, structures, equipment and commodities, articles and things other than material, that are necessary for the due performance of the contract;
- 1.1.9 “subcontractor” means a person to whom the Contractor has, subject to GC4, subcontracted the whole or any part of the work;
- 1.1.10 “superintendent” means the employee of the Contractor who is designated by the Contractor to act pursuant to GC19;
- 1.1.11 “work includes, 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.

1.2 The headings in the contract documents, other than in the Plans and Specifications, form no part of the contract but are inserted for convenience of reference only.

1.3 In interpreting the contract, in the event of discrepancies or conflicts between anything in the Plans and Specifications and the General Conditions, the General Conditions govern.



- 1.4 In interpreting the Plans and Specifications, in the event of discrepancies or conflicts between
- 1.4.1 the Plans and Specifications, the Specifications govern;
 - 1.4.2 the Plans, the Plans drawn with the largest scale govern; and
 - 1.4.3 figured dimensions and scaled dimensions, the figured dimensions govern.

GC2 Successors and Assigns

- 2.1 The contract shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

GC3 Assignment of Contract

- 3.1 The contract may not be assigned by the Contractor, either in whole or in part, without the written consent of the Minister.

GC4 Subcontracting by Contractor

- 4.1 Subject to this General Condition, the Contractor may subcontract any part of the work.
- 4.2 The Contractor shall notify the Departmental Representative in writing of his intention to subcontract.
- 4.3 A notification referred to in GC4.2 shall identify the part of the work, and the subcontractor with whom it is intended to subcontract.
- 4.4 The Departmental Representative may object to the intended subcontracting by notifying the Contractor in writing within six days of receipt by the Departmental Representative of a notification referred to in GC4.2.
- 4.5 If the Departmental Representative objects to a subcontracting pursuant to GC4.4, the Contractor shall not enter into the intended subcontract.
- 4.6 The contractor shall not, without the written consent of the Departmental Representative, change a subcontractor who has been engaged by him in accordance with this General Condition.
- 4.7 Every subcontract entered into by the Contractor shall adopt all of the terms and conditions of this contract that are of general application.
- 4.8 Neither a subcontracting nor the Departmental Representative's consent to a subcontracting by the Contractor shall be construed to relieve the Contractor from any obligation under the contract or to impose any liability upon Her Majesty.

GC5 Amendments



- 5.1 No amendment or change in any of the provisions of the contract shall have any force or effect until it is reduced to writing.

GC6 No Implied Obligations

- 6.1 No implied terms or obligations of any kind by or on behalf of Her Majesty shall arise from anything in the contract and the express covenants and agreements therein contained and made by Her Majesty are the only covenants and agreements upon which any rights against Her Majesty are to be founded.
- 6.2 The contract supersedes all communications, negotiations and agreements, either written or oral, relating to the work that were made prior to the date of the contract.

GC7 Time of Essence

- 7.1 Time is of the essence of the contract.

GC8 Indemnification by Contractor

- 8.1 The Contractor shall indemnify and save Her Majesty harmless from and against all claims, demand, losses, costs, damages, actions, suits, or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the Contractor, his servants, agents, subcontractors and sub-subcontractors in performing the work including an infringement or an alleged infringement of a patent of invention or any other kind of intellectual property.
- 8.2 For the purpose of GC8.1, "activities" includes any act improperly carried out, any omission to carry out an act and any delay in carrying out an act.

GC9 Indemnification by Her Majesty

- 9.1 Her Majesty shall, subject to the Crown Liability Act, the Patent Act, and any other law that affects Her Majesty's rights, powers, privileges or obligations, indemnify and save the Contractor harmless from and against all claims, demands, losses, costs, damage, actions, suits or proceedings arising out of his activities under the contract that are directly attributable to
- 9.1.1 lack of or a defect in Her Majesty's title to the work site whether real or alleged; or
- 9.1.2 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 Her Majesty to the Contractor.

GC10 Members of House of Commons Not to Benefit



- 10.1 As required by the Parliament of Canada Act, it is an express condition of the contract that no member of the House of Commons shall be admitted to any share of part of the contract or to any benefit arising therefrom.

GC11 Notices

- 11.1 Any notice, consent, order, decision, direction or other communication, other than a notice referred to in GC11.4, that may be given to the Contractor pursuant to the contract may be given in any manner.
- 11.2 Any notice, consent, order, decision, direction or other communication required to be given in writing, to any party pursuant to the contract shall, subject to GC11.4, be deemed to have been effectively given
- 11.2.1 to the Contractor, if delivered personally to the Contractor or the Contractor's superintendent, or forwarded by mail, telex or facsimile to the Contractor at the address set out in A4.1, or
- 11.2.2 to Her Majesty, if delivered personally to the Departmental Representative, or forwarded by mail, telex or facsimile to the Departmental Representative at the address set out in A1.2.1.
- 11.3 Any such notice, consent, order, decision, direction or other communication given in accordance with GC11.2 shall be deemed to have been received by either party
- 11.3.1 if delivered personally, on the day that it was delivered,
- 11.3.2 if forwarded by mail, on the earlier of the day it was received and the sixth day after it was mailed, and
- 11.3.3 if forwarded by telex or facsimile, 24 hours after it was transmitted.
- 11.4 A notice given under GC38.1.1, GC40 and GC41, if delivered personally, shall be delivered to the Contractor if the Contractor is doing business as sole proprietor or, if the Contractor is a partnership or corporation, to an officer thereof.

GC12 Material, Plant and Real Property Supplied by Her Majesty

- 12.1 Subject to GC12.2, the Contractor is liable to Her Majesty 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 Her Majesty for use in connection with the contract, whether or not that loss or damage is attributable to causes beyond the Contractor's control.
- 12.2 The Contractor is not liable to Her Majesty for any loss or damage to material, plant or real property referred to in GC12.1 if that loss or damage results from and is directly attributable to reasonable wear and tear.
- 12.3 The Contractor shall not use any material, plant or real property referred to in GC12.1 except for



the purpose of performing this contract.

- 12.4 When the Contractor fails to make good any loss or damage for which he is liable under GC12.1 within a reasonable time after being required to do so by the Departmental Representative, the Departmental Representative may cause the loss or damage to be made good at the Contractor's expense, and the Contractor shall thereupon be liable to Her Majesty for the cost thereof and shall, on demand, pay to Her Majesty an amount equal to that cost.
- 12.5 The Contractor shall keep such records of all material, plant and real property referred to in GC12.1 as the Departmental Representative from time to time requires and shall satisfy the Departmental Representative, when requested, that such material, plant and real property are at the place and in the condition which they ought to be.

GC13 Material, Plant and Real Property Become Property of Her Majesty

- 13.1 Subject to GC14.7 all material and plant and the interest of the Contractor in all real property, licenses, powers and privileges purchased, used or consumed by the Contractor for the contract shall, after the time of their purchase, use or consumption be the property of Her Majesty for the purposes of the work and they shall continue to be the property of Her Majesty.
- 13.1.1 in the case of material, until the Departmental Representative indicates that he is satisfied that it will not be required for the work, and
- 13.1.2 in the case of plant, real property, licenses, powers and privileges, until the Departmental Representative indicates that he is satisfied that the interest vested in Her Majesty therein is no longer required for the purposes of the work.
- 13.2 Material or plant that is the property of Her Majesty by virtue of GC13.1 shall not be taken away from the work site or used or disposed of except for the purposes of the work without the written consent of the Departmental Representative.
- 13.3 Her Majesty is not liable for loss of or damage from any cause to the material or plant referred to in GC13.1 and the Contractor is liable for such loss or damage notwithstanding that the material or plant is the property of Her Majesty.

GC14 Permits and Taxes Payable

- 14.1 The Contractor shall, within 30 days after the date of the contract, 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 a person other than Her Majesty.
- 14.2 Within 10 days of making a tender pursuant to GC14.1, the Contractor shall notify the Departmental Representative of his action and of the amount tendered and whether or not the municipal authority has accepted that amount.
- 14.3 If the municipal authority does not accept the amount tendered pursuant to GC14.1 the Contractor shall pay that amount to Her Majesty within 6 days after the time stipulated in GC14.2.



- 14.4 For the purposes of GC14.1 to GC14.3 “municipal authority” means any authority that would have jurisdiction respecting permission to perform the work if the owner were not Her Majesty.
- 14.5 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.
- 14.6 In accordance with the Statutory Declaration referred to in TP4.9, a Contractor who has neither residence nor place of business in the province in which work under the contract is being performed shall provide Her Majesty with proof of registration with the provincial sales tax authorities in the said province.
- 14.7 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 under the contract, the Contractor shall, notwithstanding the fact that all material, plant and interest of the Contractor in all real property, licenses, powers and privileges, have become the property of Her Majesty after the time of purchase, 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.

GC15 Performance of Work under Direction of Departmental Representative

- 15.1 The Contractor shall
- 15.1.1 permit the Departmental Representative to have access to the work and its site at all times during the performance of the contract;
 - 15.1.2 furnish the Departmental Representative with such information respecting the performance of the contract as he may require; and
 - 15.1.3 give the Departmental Representative every possible assistance to enable the Departmental Representative to carry out his duty to see that the work is performed in accordance with the contract and to carry out any other duties and exercise any powers specially imposed or conferred on the Departmental Representative under the contract.

CG16 Cooperation with Other Contractors

- 16.1 Where, in the opinion of the Departmental Representative, it is necessary that other contractors or workers with or without plant and material, be sent onto the work or its site, the Contractor shall, to the satisfaction of the Departmental Representative, allow them access and cooperate with them in the carrying out of their duties and obligation.
- 16.2 If
- 16.2.1 the sending onto the work or its site of other contractors or workers pursuant to GC16.1 could not have been reasonably foreseen or anticipated by the Contractor when entering into the contract, and



16.2.2 the Contractor incurs, in the opinion of the Departmental Representative, extra expense in complying with GC16.1, and

16.2.3 The Contractor has given the Departmental Representative written notice of his claim for the extra expense referred to in GC16.2.2 within 30 days of the date that the other contractors or workers were sent onto the work or its site,

Her Majesty shall pay the Contractor the cost, calculated in accordance with GC48 to GC50, of the extra labour, plant and material that was necessarily incurred.

GC17 Examination of Work

17.1 If, at any time after the commencement of the work but prior to the expiry of the warranty or guarantee period, the Departmental Representative has reason to believe that the work or any part thereof has not been performed in accordance with the contract, the Departmental Representative may have that work examined by an expert of his choice.

17.2 If, as a result of an examination of the work referred to in GC17.1, it is established that the work was not performed in accordance with the contract, then, in addition to and without limiting or otherwise affecting any of Her Majesty's rights and remedies under the contract either at law or in equity, the Contractor shall pay Her Majesty, on demand, all reasonable costs and expenses that were incurred by Her Majesty in having that examination performed.

GC18 Clearing of Site

18.1 The Contractor shall maintain the work and its site in a tidy condition and free from the accumulation of waste material and debris, in accordance with any directions of the Departmental Representative.

18.2 Before the issue of an interim certificate referred to in GC44.2, the Contractor shall remove all the plant and material not required for the performance of the remaining work, and all waste material and other debris, and shall cause the work and its site to be clean and suitable for occupancy by Her Majesty's servants, unless otherwise stipulated in the contract.

18.3 Before the issue of a final certificate referred to in GC44.1, the Contractor, shall remove from the work and its site all of the surplus plant and material and any waste material and other debris.

18.4 The Contractor's obligations described in GC18.1 to GC18.3 do not extend to waste material and other debris caused by Her Majesty's servants or contractors and workers referred to in GC16.1.

GC19 Contractor's Superintendent

19.1 The Contractor shall, forthwith upon the award of the contract, designate a superintendent.

19.2 The Contractor shall forthwith notify the Departmental Representative of the name, address and telephone number of a superintendent designate pursuant to GC19.1.



- 19.3 A superintendent designated pursuant to GC19.1 shall be in full charge of the operations of the Contractor in the performance of the work and is authorized to accept any notice, consent, order, direction, decision or other communication on behalf of the Contractor that may be given to the superintendent under the contract.
- 19.4 The Contractor shall, until the work has been completed, keep a competent superintendent at the work site during working hours.
- 19.5 The Contractor shall, upon the request of the Departmental Representative, remove any superintendent who, in the opinion of the Departmental Representative, is incompetent or has been conducting himself improperly and shall forthwith designate another superintendent who is acceptable to the Departmental Representative.
- 19.6 Subject to GC19.5, the Contractor shall not substitute a superintendent without the written consent of the Departmental Representative.
- 19.7 A breach by the Contractor of GC19.6 entitles the Departmental Representative to refuse to issue any certificate referred to in GC44 until the superintendent has returned to the work site or another superintendent who is acceptable to the Departmental Representative has been substituted.

GC20 National Security

- 20.1 If the Minister is of the opinion that the work is of a class or kind that involves the national security, he may order the Contractor
- 20.1.1 to provide him with any information concerning persons employed or to be employed by him for purposes of the contract; and
 - 20.1.2 to remove any person from the work and its site if, in the opinion of the Minister, that person may be a risk to the national security.
- 20.2 The Contractor shall, in all contracts with persons who are to be employed in the performance of the contract, make provision for his performance of any obligation that may be imposed upon him under GC19 to GC21.
- 20.3 The Contractor shall comply with an order of the Minister under GC20.1

GC21 Unsuitable Workers

- 21.1 The Contractor shall, upon the request of the Departmental Representative, remove any person employed by him for purposes of the contract who, in the opinion of the Departmental Representative, is incompetent or has conducted himself improperly, and the Contractor shall not permit a person who has been removed to return to the work site.

GC22 Increased or Decreased Costs



- 22.1 The amount set out in the Articles of Agreement shall not be increased or 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 or material or any wage adjustment arising pursuant to the Labour Conditions.
- 22.2 Notwithstanding GC22.1 and GC35, an amount set out in the Articles of Agreement shall be adjusted in the manner provided in GC22.3, if any change in a tax imposed under the Excise Act, the Excise Tax Act, the Old Age Security Act, the Customs Act, the Customs Tariff or any provincial sales tax legislation imposing a retail sales tax on the purchase of tangible personal property incorporated into Real Property
- 22.2.1 occurs after the date of the submission by the Contractor of his tender for the contract,
- 22.2.2 applies to material, and
- 22.2.3 affects the cost to the Contractor of that material.
- 22.3 If a change referred to in GC22.2 occurs, the appropriate amount set out in the Articles of Agreement shall be increased or decreased by an amount equal to the amount that is established by an examination of the relevant records of the Contractor referred to in GC51 to be the increase or decrease in the cost incurred that is directly attributable to that change.
- 22.4 For the purpose of GC22.2, where a tax is changed after the date of submission of the tender but public notice of the change has been given by the Minister of Finance before that date, the change shall be deemed to have occurred before the date of submission of the tender.

GC23 Canadian Labour and Material

- 23.1 The Contractor shall use Canadian labour and material in the performance of the work to the full extent to which they are procurable, consistent with proper economy and expeditious carrying out of the work.
- 23.2 Subject to GC23.1, the Contractor shall, in the performance of the work, employ labour from the locality where the work is being performed to the extent to which it is available, and shall use the offices of the Canada Employment Centres for the recruitment of workers wherever practicable.
- 23.3 Subject to GC23.1 and GC23.2, the Contractor shall, in the performance of the work, employ a reasonable proportion of persons who have been on active service with the armed forces of Canada and have been honourably discharged therefrom.

GC24 Protection of Work and Documents

- 24.1 The Contractor shall guard or otherwise protect the work and its site, and protect the contract, specifications, plans, drawings, information, material, plant and real property, whether or not they are supplied by Her Majesty to the Contractor, against loss or damage from any cause, and he shall not use, issue, disclose or dispose of them without the written consent of the Minister, except as may be essential for the performance of the work.



- 24.2 If any document or information given or disclosed to the Contractor is assigned a security rating by the person who gave or disclosed it, the Contractor shall take all measures directed by the Departmental Representative to be taken to ensure the maintenance of the degree of security that is ascribed to that rating.
- 24.3 The Contractor shall provide all facilities necessary for the purpose of maintaining security, and shall assist any person authorized by the Minister to inspect or to take security measures in respect of the work and its site.
- 24.4 The Departmental Representative may direct the Contractor to do such things and to perform such additional work as the Departmental Representative considers reasonable and necessary to ensure compliance with or to remedy a breach of GC24.1 to GC24.3.

GC25 Public Ceremonies and Signs

- 25.1 The Contractor shall not permit any public ceremony in connection with the work without the prior consent of the Minister.
- 25.2 The Contractor shall not erect or permit the erection of any sign or advertising on the work or its site without the prior consent of the Departmental Representative.

GC26 Precautions against Damage, Infringement of Rights, Fire, and Other Hazards

- 26.1 The Contractor shall, at his own expense, do whatever is necessary to ensure that
- 26.1.1 no person, property, right, easement or privilege is injured, damaged or infringed by reasons of the Contractor's activities in performing the contract;
 - 26.1.2 pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the work or plant;
 - 26.1.3 fire hazards in or about the work or its site are eliminated and, subject to any direction that may be given by the Departmental Representative, any fire is promptly extinguished;
 - 26.1.4 the health and safety of all persons employed in the performance of the work is not endangered by the method or means of its performance;
 - 26.1.5 adequate medical services are available to all persons employed on the work or its site at all times during the performance of the work;
 - 26.1.6 adequate sanitation measures are taken in respect of the work and its site; and
 - 26.1.7 all stakes, buoys and marks placed on the work or its site by or under the authority of the Departmental Representative are protected and are not removed, defaced, altered or destroyed.
- 26.2 The Departmental Representative may direct the Contractor to do such things and to perform such additional work as the Departmental Representative considers reasonable and necessary to ensure



compliance with or to remedy a breach of GC26.1.

- 26.3 The Contractor shall, at his own expense, comply with a direction of the Departmental Representative made under GC26.2.

GC27 Insurance

- 27.1 The Contractor shall, at his own expense, obtain and maintain insurance contracts in respect of the work and shall provide evidence thereof to the Departmental Representative in accordance with the requirements of the Insurance Conditions "E".

- 27.2 The insurance contracts referred to in GC27.1 shall

27.2.1 be in a form, of the nature, in the amounts, for the periods and containing the terms and conditions specified in Insurance Conditions "E", and

27.2.2 provide for the payment of claims under such insurance contracts in accordance with GC28.

GC28 Insurance Proceeds

- 28.1 In the case of a claim payable under a Builders Risk/Installation (All Risks) insurance contract maintained by the Contractor pursuant to GC27, the proceeds of the claim shall be paid directly to Her Majesty, and

28.1.1 the monies so paid shall be held by Her Majesty for the purposes of the contract, or

28.1.2 if Her Majesty elects, shall be retained by Her Majesty, in which event they vest in Her Majesty absolutely.

- 28.2 In the case of a claim payable under a General Liability insurance contract maintained by the Contractor pursuant to GC27, the proceeds of the claim shall be paid by the insurer directly to the claimant.

- 28.3 If an election is made pursuant to GC28.1, the Minister may cause an audit to be made of the accounts of the Contractor and of Her Majesty in respect of the part of the work that was lost, damaged or destroyed for the purpose of establishing the difference, if any, between

28.3.1 the aggregate of the amount of the loss or damage suffered or sustained by Her Majesty, including any cost incurred in respect of the clearing and cleaning of the work and its site and any other amount that is payable by the Contractor to Her Majesty under the contract, minus any monies retained pursuant to GC28.12, and

28.3.2 the aggregate of the amounts payable by Her Majesty to the Contractor pursuant to the contract up to the date of the loss or damage.

- 28.4 A difference that is established pursuant to GC28.3 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.

- 28.5 When payment of a deficiency has been made pursuant to GC28.4, all rights and obligations of Her Majesty 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 GC28.3, be deemed to have been expended and discharged.
- 28.6 If an election is not made pursuant to GC28.1.2 the Contractor shall, subject to GC28.7, clear and clean the work and its site and restore and replace the part of the work that was lost, damaged or destroyed at his own expense as if that part of the work had not yet been performed.
- 28.7 When the Contractor clears and cleans the work and its site and restores and replaces the work referred to in GC 28.6, Her Majesty shall pay him out of the monies referred to in GC28.1 so far as they will thereunto extend.
- 28.8 Subject to GC28.7, payment by Her Majesty pursuant to GC28.7 shall be made in accordance with the contract but the amount of each payment shall be 100% of the amount claimed notwithstanding TP4.4.1 and TP4.4.2.

GC29 Contract Security

- 29.1 The Contractor shall obtain and deliver contract security to the Departmental Representative in accordance with the provisions of the Contract Security Conditions.
- 29.2 If the whole or a part of the contract security referred to in GC29.1 is in the form of a security deposit, it shall be held and disposed of in accordance with GC43 and GC45.
- 29.3 If a part of the contract security referred to in GC29.1 is in the form of a labour and material payment bond, the Contractor shall post a copy of that bond on the work site.

GC30 Changes in the Work

- 30.1 Subject to GC5, the Departmental Representative may, at any time before he issues his Final Certificate of Completion,
- 30.1.1 order work or material in addition to that provided for in the Plans and Specifications;
and
- 30.1.2 delete or change the dimensions, character, quantity, quality, description, location or position of the whole or any part of the work or material provided for in the Plans and Specifications or in any order made pursuant to GC30.1.1,
- if that additional work or material, deletion, or change is, in his opinion, consistent with the general intent of the original contract.
- 30.2 The Contractor shall perform the work in accordance with such orders, deletions and changes that are made by the Departmental Representative pursuant to GC30.1 from time to time as if they had appeared in and been part of the Plans and Specifications.



- 30.3 The Departmental Representative shall determine whether or not anything done or omitted by the Contractor pursuant to an order, deletion or change referred to in GC30.1 increased or decreased the cost of the work to the Contractor.
- 30.4 If the Departmental Representative determines pursuant to GC30.3 that the cost of the work to the Contractor has been increased, Her Majesty shall pay the Contractor the increased cost that the Contractor necessarily incurred for the additional work calculated in accordance with GC49 or GC50.
- 30.5 If the Departmental Representative determines pursuant to GC30.3 that the cost of the work to the Contractor has been decreased, Her Majesty shall reduce the amount payable to the Contractor under the contract by an amount equal to the decrease in the cost caused by the deletion or change referred to in GC30.1.2 and calculated in accordance with GC49.
- 30.6 GC30.3 to GC30.5 are applicable only to a contract or a portion of a contract for which a Fixed Price Arrangement is stipulated in the contract.
- 30.7 An order, deletion or change referred to in GC30.1 shall be in writing, signed by the Departmental Representative and given to the Contractor in accordance with GC11.

GC31 Interpretation of Contract by Departmental Representative

- 31.1 If, at any time before the Departmental Representative has issued a Final Certificate of Completion referred to in GC44.1, 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
- 31.1.1 the meaning of anything in the Plans and Specification,
 - 31.1.2 the meaning to be given to the Plans and Specifications in case of any error therein, omission therefrom, or obscurity or discrepancy in their working or intention,
 - 31.1.3 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,
 - 31.1.4 whether or not the labour, plant or material provided by the Contractor for performing the work and carrying out the contract are adequate to ensure that the work will be performed in accordance with the contract and that the contract will be carried out in accordance with its terms,
 - 31.1.5 what quantity of any kind of work has been completed by the Contractor, or
 - 31.1.6 the timing and scheduling of the various phases of the performance of the work,
- the question shall be decided by the Departmental Representative whose decision shall be final and conclusive in respect of the work.
- 31.2 The Contractor shall perform the work in accordance with any decisions of the Departmental



Representative that are made under GC31.1 and in accordance with any consequential directions given by the Departmental Representative.

GC32 Warranty and Rectification of Defects in Work

- 32.1 Without restricting any warranty or guarantee implied or imposed by law or contained in the contract documents, the Contractor shall, at his own expense,
- 32.1.1 rectify and make good any defect or fault that appears in the work or comes to the attention of the Minister with respect to those parts of the work accepted in connection with the Interim Certificate of Completion referred to GC44.2 within 12 months from the date of the Interim Certificate of Completion;
- 32.1.2 rectify and make good any defect or fault that appears in or comes to the attention of the Minister in connection with those parts of the work described in the Interim Certificate of Completion referred to in GC44.2 within 12 months from the date of the Final Certificate of Completion referred to in GC44.1.
- 32.2 The Departmental Representative may direct the Contractor to rectify and make good any defect or fault referred to in GC32.1 or covered by any other expressed or implied warranty or guarantee.
- 32.3 A direction referred to in GC32.2 shall be in writing, may include a stipulation in respect of the time within which a defect or fault is required to be rectified and made good by the Contractor, and shall be given to the Contractor in accordance with GC11.
- 32.4 The Contractor shall rectify and make good any defect or fault described in a direction given pursuant to GC32.2 within the time stipulated therein.

GC33 Non-Compliance by Contractor

- 33.1 If the Contractor fails to comply with any decision or direction given by the Departmental Representative pursuant to GC18, GC24, GC26, GC31 or GC32, the Departmental Representative may employ such methods as he deems advisable to do that which the Contractor failed to do.
- 33.2 The Contractor shall, on demand, pay Her Majesty an amount that is equal to the aggregate of all cost, expenses and damage incurred or sustained by Her Majesty by reason of the Contractor's failure to comply with any decision or direction referred to in GC33.1, including the cost of any methods employed by the Departmental Representative pursuant to GC33.1.

GC34 Protesting Departmental Representative's Decisions

- 34.1 The Contractor may, within ten days after the communication to him of any decision or direction referred to in GC30.3 or GC33.1, protest that decision or direction.
- 34.2 A protest referred to in GC34.1 shall be in writing, contain full reasons for the protest, be signed



by the Contractor and be given to Her Majesty by delivery to the Departmental Representative.

- 34.3 If the Contractor gives a protest pursuant to GC34.2, 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 he considers appropriate in the circumstances.
- 34.4 The giving of a protest by the Contractor pursuant to GC34.2 shall not relieve him from complying with the decision or direction that is the subject of the protest.
- 34.5 Subject to GC34.6, the Contractor shall take any action referred to in GC34.3 within three months after the date that a Final Certificate of Completion is issued under GC44.1 and not afterwards.
- 34.6 The Contractor shall take any action referred to in GC34.3 resulting from a direction under GC32 within three months after the expiry of a warranty or guarantee period and not afterwards.
- 34.7 Subject to GC34.8, if Her Majesty determines that the Contractor's protest is justified, Her Majesty 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.
- 34.8 Costs referred to in GC34.7 shall be calculated in accordance with GC48 to GC50.

GC35 Changes in Soil Conditions and Neglect or Delay by Her Majesty

35.1 Subject to GC35.2 no payment, other than a payment that is expressly stipulated in the contract, shall be made by Her Majesty to the Contractor for any extra expense or any loss or damage incurred or sustained by the Contractor.

35.2 If the Contractor incurs or sustains any extra expense or any loss or damage that is directly attributable to

35.2.1 a substantial difference between the information relating to soil conditions at the work site that is contained in the Plans and Specifications or other documents supplied to the Contractor for his use in preparing his tender or a reasonable assumption of fact based thereon made by the Contractor, and the actual soil conditions encountered by the Contractor at the work site during the performance of the contract, or

35.2.2 any neglect or delay that occurs after the date of the contract on the part of Her Majesty in providing any information or in doing any act that the contract either expressly requires Her Majesty to do or that would ordinarily be done by an owner in accordance with the usage of the trade,

he shall, within ten days of the date the actual soil conditions described in GC35.2.1 were encountered or the neglect or delay described in GC35.2.2 occurred, give the Departmental Representative written notice of his intention to claim for that extra expense or that loss or damage.

35.3 When the Contractor has given a notice referred to in GC35.2, he shall give the Departmental Representative a written claim for extra expense or loss or damage within 30 days of the date that



a Final Certificate of Completion referred to in GC44.1 is issued and not afterwards.

- 35.4 A written claim referred to in GC35.3 shall contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the claim to enable the Departmental Representative to determine whether or not the claim is justified and the Contractor shall supply such further and other information for that purpose as the Departmental Representative requires from time to time.
- 35.5 If the Departmental Representative determines that a claim referred to in GC35.3 is justified, Her Majesty shall make an extra payment to the Contractor in an amount that is calculated in accordance with GC47 to GC50.
- 35.6 If, in the opinion of the Departmental Representative, an occurrence described in GC35.2.1 results in a savings of expenditure by the Contractor in performing the contract, the amount set out in the Articles of Agreement shall, subject to GC35.7, be reduced by an amount that is equal to the saving.
- 35.7 The amount of the saving referred to in GC35.6 shall be determined in accordance with GC47 to GC49.
- 35.8 If the Contractor fails to give a notice referred to in GC35.2 and a claim referred to in GC35.3 within the times stipulated, an extra payment shall not be made to him in respect of the occurrence.

GC36 Extension of Time

- 36.1 Subject to GC36.2, the Departmental Representative may, on the application of the Contractor made before the day fixed by the Articles of Agreement for completion of the work or before any other date previously fixed under this General Condition, extend the time for its completion by fixing a new date if, in the opinion of the Departmental Representative, causes beyond the control of the Contractor have delayed its completion.
- 36.2 An application referred to in GC36.1 shall be accompanied by the written consent of the bonding company whose bond forms part of the contract security.

GC37 Assessments and Damages for Late Completion

- 37.1 For the purposes of this General Condition
- 37.1.1 the work shall be deemed to be completed on the date that an Interim Certificate of Completion referred to in GC44.2 is issued, and
- 37.1.2 "period of delay" means the number of days commencing on the day fixed by the Articles of Agreement 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 GC36.1, and any other day on which, in the opinion of the Departmental Representative, completion of the work was delayed for reasons beyond the control of the Contractor.



- 37.2 If the Contractor does not complete the work by the day fixed for its completion by the Articles of Agreement but completes it thereafter, the Contractor shall pay Her Majesty an amount equal to the aggregate of
- 37.2.1 all salaries, wages and travelling expenses incurred by Her Majesty in respect of persons overseeing the performance of the work during the period of delay;
 - 37.2.2 the cost incurred by Her Majesty as a result of the inability to use the completed work for the period of delay; and
 - 37.2.3 all other expenses and damages incurred or sustained by Her Majesty during the period of delay as a result of the work not being completed by the day fixed for its completion.
- 37.3 The Minister may waive the right of Her Majesty to the whole or any part of the amount payable by the Contractor pursuant to GC37.2 I, in the opinion of the Minister, it is in the public interest to do so.

GC38 Taking the Work Out of the Contractor's Hands

- 38.1 The Minister may, at his sole discretion, by giving a notice in writing to the Contractor in accordance with GC11, take all or any part of the work out of the Contractor's hands, and may employ such means as he sees fit to have the work completed if the Contractor
- 38.1.1 Has not, within six days of the Minister or the Departmental Representative giving notice to the Contractor in writing in accordance with GC11, remedied any delay in the commencement or any default in the diligent performance of the work to the satisfaction of the Departmental Representative;
 - 38.1.2 has defaulted in the completion of any part of the work within the time fixed for its completion by the contract;
 - 38.1.3 has become insolvent;
 - 38.1.4 has committed an act of bankruptcy;
 - 38.1.5 has abandoned the work;
 - 38.1.6 has made an assignment of the contract without the consent required by GC3.1; or
 - 38.1.7 has otherwise failed to observe or perform any of the provisions of the contract.
- 38.2 If the whole or any part of the work is taken out of the Contractor's hands pursuant to GC38.1,
- 38.2.1 the Contractor's right to any further payment that is due or accruing due under the contract is, subject only to GC38.4, extinguished, and
 - 38.2.2 the Contractor is liable to pay Her Majesty, upon demand, an amount that is equal to the amount of all loss and damage incurred or sustained by Her Majesty in respect of the



Contractor's failure to complete the work.

- 38.3 If the whole or any part of the work that is taken out of the Contractor's hands pursuant to GC38.1 is completed by Her Majesty, the Departmental Representative shall determine the amount, if any, of the holdback or a progress claim 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 Her Majesty for any other loss or damage incurred or sustained by reason of the Contractor's default.
- 38.4 Her Majesty may pay the Contractor the amount determined not to be required pursuant to GC38.3.

GC39 Effect of Taking the Work Out of the Contractor's Hands

- 39.1 The taking of the work or any part thereof out of the Contractor's hands pursuant to GC38 does not operate so as to relieve or discharge him from any obligation under the contract or imposed upon him by law except the obligation to complete the performance of that part of the work that was taken out of his hands.
- 39.2 If the work or any part thereof is taken out of the Contractor's hands pursuant to GC38, all plant and material and the interest of the Contractor is all real property, licenses, powers and privileges acquired, used or provided by the Contractor under the contract shall continue to be the property of Her Majesty without compensation to the Contractor.
- 39.3 When the Departmental Representative certifies that any plant, material, or any interest of the Contractor referred to in GC39.2 is no longer required for the purposes of the work, or that it is not in the interest of Her Majesty to retain that plant, material or interest, it shall revert to the Contractor.

G40 Suspension of Work by Minister

- 40.1 The Minister may, when in his opinion it is in the public interest to do so, 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 GC11.
- 40.2 When a notice referred to in GC40.1 is received by the Contractor in accordance with GC11, he shall suspend all operations in respect of the work except those that, in the opinion of the Departmental Representative, are necessary for the care and preservation of the work, plant and material.
- 40.3 The Contractor shall not, during a period of suspension, remove any part of the work, plant or material from its site without the consent of the Departmental Representative.
- 40.4 If a period of suspension is 30 days or less, the Contractor shall, upon the expiration of that period, resume the performance of the work and he is entitled to be paid the extra cost, calculated in accordance with GC48 to GC50, of any labour, plant and material necessarily incurred by him as a result of the suspension.



- 40.5 If, upon the expiration of a period of suspension of more than 30 days, the Minister and the Contractor agree that the performance of the work will be continued by the Contractor, the Contractor shall resume performance of the work subject to any terms and conditions agreed upon by the Minister and the Contractor.
- 40.6 If, upon the expiration of a period of suspension of more than 30 days, the Minister and the Contractor do not agree that performance of the work will be continued by the Contractor or upon the terms and conditions under which the Contractor will continue the work, the notice of suspension shall be deemed to be a notice of termination pursuant to GC41.

GC41 Termination of Contract

- 41.1 The Minister may terminate the contract at any time by giving a notice of termination in writing to the Contractor in accordance with GC11.
- 41.2 When a notice referred to in GC41.1 is received by the Contractor in accordance with GC11, he shall, subject to any conditions stipulated in the notice, forthwith cease all operations in performance of the contract.
- 41.3 If the contract is terminated pursuant to GC41.1, Her Majesty shall pay the Contractor, subject to GC41.4, an amount equal to
- 41.3.1 the cost to the contractor of all labour, plant and material supplied by him under the contract up to the date of termination in respect of a contract or part thereof for which a Unit Price Arrangement is stipulated in the contract, or
 - 41.3.2 the lesser of
 - 41.3.2.1 an amount, calculated in accordance with the Terms and Payment, that would have been payable to the Contractor had he completed the work, and
 - 41.3.2.2 an amount that is determined to be due to the Contractor pursuant to GC49 in respect of a contract or part thereof for which a Fixed Price Arrangement is stipulated in the contract
- less the aggregate of all amounts that were paid to the Contractor by Her Majesty and all amounts that are due to Her Majesty from the Contractor pursuant to the contract.
- 41.4 If Her Majesty and the Contractor are unable to agree about an amount referred to in GC41.3 that amount shall be determined by the method referred to in GC50.

GC42 Claims Against and Obligations of the Contractor or Subcontractor

- 42.1 Her Majesty may, in order to discharge lawful obligations of and satisfy claims against the Contractor or a subcontractor arising out of the performance of the contract, pay any amount that is due and payable to the Contractor pursuant to the contract directly to the obligees of and the claimants against the Contractor or the subcontractor but such amount if any, as is paid by Her Majesty, shall not exceed that amount which the Contractor would have been obliged to pay to



such claimant had the provisions of the Provincial or Territorial lien legislation, or, in the Province of Quebec, the law relating to privileges, been applicable to the work. Any such 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 claimant might have had;

- 42.2 Her Majesty will not make any payment as described in GC42.1 unless and until that claimant shall have delivered to Her Majesty:
- 42.2.1 a binding and enforceable Judgment or Order of a court of competent jurisdiction setting forth such amount as would have been payable by the Contractor to the claimant pursuant to the provisions of the applicable Provincial or Territorial lien legislation, or, in the Province of Quebec, the law relating to privileges, had such legislation been applicable to the work; or
 - 42.2.2 a final and enforceable award of an arbitrator setting forth such amount as would have been payable by the Contractor to the claimant pursuant to the provisions of the applicable Provincial or Territorial lien legislation, or, in the Province of Quebec, the law relating to privileges, had such legislation been applicable to the work; or
 - 42.2.3 the consent of the Contractor authorizing a payment.
- For the purposes of determining the entitlement of a claimant pursuant to GC42.2.1 and GC42.2.2, the notice required by GC42.8 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 any applicable legislation.
- 42.3 The Contractor shall, by the execution of his contract, be deemed to have consented to submit to binding arbitration at the request of any claimant those questions that need be answered to establish the entitlement of the claimant to payment pursuant to the provisions of GC42.1 and such arbitration shall have as parties to it any subcontractor to whom the claimant supplied material, performed work or rented equipment should such subcontractor wish to be adjoined and the Crown shall not be a party to such arbitration and, subject to any agreement between the Contractor and the claimant to the contrary, the arbitration shall be conducted in accordance with the Provincial or Territorial legislation governing arbitration applicable in the Province or Territory in which the work is located.
- 42.4 A payment made pursuant to GC42.1 is, to the extent of the payment, a discharge of Her Majesty's liability to the Contractor under the contract and may be deducted from any amount payable to the Contractor under the contract.
- 42.5 To the extent that the circumstances of the work being performed for Her Majesty permit, the Contractor shall comply with all laws in force in the Province or Territory where the work is being performed relating to payment period, mandatory holdbacks, and creation and enforcement of mechanics' liens, builders' liens or similar legislation or in the Province of Quebec, the law relating to privileges.
- 42.6 The Contractor shall discharge all his lawful obligations and shall satisfy all lawful claims against him arising out of the performance of the work at least as often as the contract requires Her



Majesty to pay the Contractor.

- 42.7 The Contractor shall, whenever requested to do so by the Departmental Representative, make a statutory declaration deposing to the existence and condition of any obligations and claims referred to in GC42.6.
- 42.8 GC42.1 shall only apply to claims and obligations
- 42.8.1 the notification of which has been received by the Departmental Representative in writing before payment is made to the Contractor pursuant to TP4.10 and within 120 days of the date on which the claimant
- 42.8.1.1 should have been paid in full under the claimant's contract with the Contractor or subcontractor where the claim is for money that was lawfully required to be held back from the claimant; or
- 42.8.1.2 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 subcontractor where the claim is not for money referred to in GC42.8.1.1, and
- 42.8.2 the proceedings to determine the right to payment of which, pursuant to GC42.2. shall have commenced within one year from the date that the notice referred to in GC42.8.1 was received by the Departmental Representative, and
- the notification required by GC42.8.1 shall set forth the amount claimed to be owing and the person who by contract is primarily liable.
- 42.9 Her Majesty may, upon receipt of a notice of claim under GC42.8.1, 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.
- 42.10 The Departmental Representative shall notify the Contractor in writing of receipt of any claim referred to in GC42.8.1 and of the intention of Her Majesty to withhold funds pursuant to GC42.9 and the Contractor may, at any time thereafter and until payment is made to the claimant, be entitled to post, with Her Majesty, security in a form acceptable to Her Majesty in an amount equal to the value of the claim, the notice of which is received by the Departmental Representative and upon receipt of such security Her Majesty shall release to the Contractor any funds which would be otherwise payable to the Contractor, that were withheld pursuant to the provisions of GC42.9 in respect of the claim of any claimant for whom the security stands.

GC43 Security Deposit – Forfeiture or Return

- 43.1 If
- 43.1.1 the work is taken out of the Contractor's hands pursuant to GC38,
- 43.1.2 the contract is terminated pursuant to GC41, or
- 43.1.3 the Contractor is in breach of or in default under the contract,



Her Majesty may convert the security deposit, if any, to Her own use.

- 43.2 If Her Majesty converts the contract security pursuant to GC43.1, the amount realized shall be deemed to be an amount due from Her Majesty to the Contractor under the contract.
- 43.3 Any balance of an amount referred to in GC43.2 that remains after payment of all losses, damage and claims of Her Majesty and others shall be paid by Her Majesty to the Contractor if, in the opinion of the Departmental Representative, it is not required for the purposes of the contract.

GC44 Departmental Representative's Certificates

44.1 On the date that

44.1.1 the work has been completed, and

44.1.2 the Contractor has complied with the contract and all orders and directions made pursuant thereto,

both to the satisfaction of the Departmental Representative, the Departmental Representative shall issue a Final Certificate of Completion to the Contractor.

44.2 If the Departmental Representative is satisfied that the work is substantially complete he shall, at any time before he issues a certificate referred to in GC44.1, issue an Interim Certificate of Completion to the Contractor, and

44.2.1 for the purposes of GC44.2 the work will be considered to be substantially complete,

44.2.1.1 when the work under the contract or a substantial part thereof is, in the opinion of the Departmental Representative, ready for use by Her Majesty or is being used for the purpose intended; and

44.2.1.2 when the work remaining to be done under the contract is, in the opinion of the Departmental Representative, capable of completion or correction at accost of not more than

44.2.1.2.1 -3% of the first \$500,000, and

44.2.1.2.2 -2% of the next \$500,000, and

44.2.1.2.3 -1% of the balance

of the value of the contract at the time this cost is calculated.

44.3 For the sole purpose of GC44.2.1.2, where the work or a substantial part thereof is ready for use or is being used for the purposes intended and the remainder of the work or a part thereof cannot be completed by the time specified in A2.1, or as amended pursuant to GC36, for reasons beyond the control of the Contractor or where the Departmental Representative and the Contractor agree not to complete a part of the work within the specified time, the cost of that part of the work



which was either beyond the control of the Contractor to complete or the Departmental Representative and the Contractor have agreed not to complete by the time specified shall be deducted from the value of the contract referred to GC44.2.1.2 and the said cost shall not form part of the cost of the work remaining to be done in determining substantial completion.

44.4 An Interim Certificate of Completion referred to in GC44.2 shall describe the parts of the work not completed to the satisfaction of the Departmental Representative and all things that must be done by the Contractor

44.4.1 before a Final Certificate of Completion referred to in GC44.1 will be issued, and

44.4.2 before the 12-month period referred to in GC32.1.2 shall commence for the said parts and all the said things.

44.5 The Departmental Representative may, in addition to the parts of the work described in an Interim Certificate of Completion referred to in GC44.2, require the Contractor to rectify any other parts of the work not completed to his satisfaction and to do any other things that are necessary for the satisfactory completion of the work.

44.6 If the contract or a part thereof is subject to a Unit Price Arrangement, the Departmental Representative shall measure and record the quantities of labour, plant and material, performed, used and supplied by the Contractor in performing the work and shall, at the request of the Contractor, inform him of those measurements.

44.7 The Contractor shall assist and co-operate with the Departmental Representative in the performance of his duties referred to in GC44.6 and shall be entitled to inspect any record made by the Departmental Representative pursuant to GC44.6.

44.8 After the Departmental Representative has issued a Final Certificate of Completion referred to in GC44.1, he shall, if GC44.6 applies, issue a Final Certificate of Measurement.

44.9 A Final Certificate of Measurement referred to in GC44.8 shall

44.9.1 contain the aggregate of all measurements of quantities referred to in GC44.6, and

44.9.2 be binding upon and conclusive between Her Majesty and the Contractor as to the quantities referred to therein.

GC45 Return of Security Deposit

45.1 After an Interim Certificate of Completion referred to in GC44.2 has been issued, Her Majesty shall, if the Contractor is not in breach of or in default under the contract, return to the Contractor all or any part of the security deposit that, in the opinion of the Departmental Representative, is not required for the purposes of the contract.

45.2 After a Final Certificate of Completion referred to in GC44.1 has been issued, Her Majesty shall return to the Contractor the remainder of any security deposit unless the contract stipulates otherwise.



- 45.3 If the security deposit was paid into the Consolidated Revenue Fund of Canada, Her Majesty shall pay interest thereon to the Contractor at a rate established from time to time pursuant to section 21(2) of the Financial Administration Act.

GC46 Clarification of Terms in GC47 to GC50

- 46.1 For the purposes of GC47 to GC50,
- 46.1.1 "Unit Price Table" means the table set out in the Articles of Agreement, and
- 46.1.2 "plant" does not include tools customarily provided by a tradesman in practicing his trade.

GC47 Additions or Amendments to Unit Price Table

- 47.1 Where a Unit Price Arrangement applies to the contract or a part thereof the Departmental Representative and the Contractor may, by an agreement in writing,
- 47.1.1 add classes of labour or material, and units of measurement, prices per unit and estimated quantities to the Unit Price Table if any labour, plant or material that is to be included in the Final Certificate of Measurement referred to in GC44.8 is not included in any class of labour, plant or material set out in the Unit Price Table; or
- 47.1.2 subject to GC47.2 and GC47.3, amend a price set out in the Unit Price Table for any class of labour, plant or material included therein if the Final Certificate of Measurement referred to in GC44.8 shows or is expected to show that the total quantity of that class of labour, plant or material actually performed, used or supplied by the Contractor in performing the work is
- 47.1.2.1 less than 85% of that estimated total quantity, or
- 47.1.2.2 in excess of 115% of that estimated total quantity.
- 47.2 In no event shall the total cost of an item set out in the Unit Price Table that has been amended pursuant to GC47.1.2.1 exceed the amount that would have been payable to the Contractor had the estimated total quantity actually been performed, used or supplied.
- 47.3 An amendment that is made necessary by GC47.1.2.2 shall apply only to the quantities that are in excess of 115%.
- 47.4 If the Departmental Representative and the Contractor do not agree as contemplated in GC47.1, the Departmental Representative shall determine the class and the unit of measurement of the labour, plant or material and, subject to GC47.2 and GC47.3, the price per unit therefore shall be determined in accordance with GC50.

GC48 Determination of Cost – Unit Price Table



- 48.1 Whenever, for the purposes of the contract, it is necessary to determine the cost of labour, plant or material, it shall be determined by multiplying the quantity of that labour, plant or material expressed in the unit set out in column 3 of the Unit Price Table by the price of that unit set out in column 5 of the Unit Price Table.

GC49 Determination of Cost – Negotiation

- 49.1 If the method described in GC48 cannot be used because the labour, plant or material is of a kind or class that is not set out in the Unit Price Table, the cost of that labour, plant or material for the purposes of the contract shall be the amount agreed upon from time to time by the Contractor and the Departmental Representative.
- 49.2 For the purposes of GC49.1, the Contractor shall submit to the Departmental Representative any necessary cost information requested by the Departmental Representative in respect of the labour, plant and material referred to in GC49.1

GC50 Determination of Cost – Failing Negotiation

- 50.1 If the methods described in GC47, GC48 or GC49 fail for any reason to achieve a determination of the cost of labour, plant and material for the purposes referred to therein, that cost shall be equal to the aggregate of
- 50.1.1 all reasonable and proper amounts actually expended or legally payable by the Contractor in respect of the labour, plant and material that falls within one of the classes of expenditure described in GC50.2 that are directly attributable to the performance of the contract,
 - 50.1.2 an allowance for profit and all other expenditures or costs, including overhead, general administration cost, financing and interest charges, and every other cost, charge and expenses, but not including those referred to in GC50.1.1 or GC50.1.3 or a class referred to in GC50.2, in an amount that is equal to 10% of the sum of the expenses referred to in GC50.1.1, and
 - 50.1.3 interest on the cost determined under GC50.1.1 and GC50.1.2, which interest shall be calculated in accordance with TP9,

provide that the total cost of an item set out in the Unit Price Table that is subject to the provisions of GC47.1.2.1 does not exceed the amount that would have been payable to the Contractor had the estimated total quantity of the said item actually be performed, used or supplied.

- 50.2 For purposes of GC50.1.1 the classes of expenditure that may be taken into account in determining the cost of labour, plant and material are,
- 50.2.1 payments to subcontractors;
 - 50.2.2 wages, salaries and travelling expenses of employees of the Contractor while they are actually and properly engaged on the work, other than wages, salaries, bonuses, living



and travelling expenses of personnel of the Contractor generally employed at the head office or at a general office of the Contractor unless they are engaged at the work site with the approval of the Departmental Representative,

- 50.2.3 assessments payable under any statutory authority relating to workmen's compensation, unemployment insurance, pension plan or holidays with pay;
- 50.2.4 rent that is paid for plant or an amount equivalent of 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 of the equivalent amount is reasonable and use of that plant has been approved by the Departmental Representative;
- 50.2.5 payments for maintaining and operating plant necessary for and used in the performance of the work, and payments for effecting such repairs thereto as, in the opinion of the Departmental Representative, are necessary to 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;
- 50.2.6 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;
- 50.2.7 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
- 50.2.8 any other payments made by the Contractor with the approval of the Departmental Representative that are necessary for the performance of the contract.

GC51 Records to be kept by Contractor

51.1 The Contractor shall

- 51.1.1 maintain full records of his estimated and actual cost of the work together with all tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto.
- 51.1.2 make all records and material referred to in GC5.1.1 available to audit and inspection by the Minister and the Deputy Receiver General for Canada or by persons acting on behalf of either of both of them, when requested;
- 51.1.3 allow any of the person referred to in GC51.1.2 to make copies of and to take extracts from any of the records and material referred to in GC51.1.1; and
- 51.1.4 furnish any person referred to in GC51.1.2 with any information he may require from time to time in connection with such records and material.

51.2 The records maintained by the Contractor pursuant to GC51.1.1 shall be kept intact by the Contractor until the expiration of two years after the date that a Final Certificate of Completion referred to in GC44.1 was issued or until the expiration of such other period of time as the



Minister may direct.

- 51.3 The Contractor shall cause all subcontractors 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 GC51.1 and GC51.2 as if they were the Contractor.

GC52 Conflict of Interest

- 52.1 It is a term of this contract that no former public office holder who is not in compliance with the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from this contract.

GC53 Contractor Status

- 53.1 The Contractor shall be engaged under the contract as an independent contractor.
- 53.2 The Contractor and any employee of the said Contractor is not engaged by the contract as an employee, servant or agent of Her Majesty.
- 53.3 For the purposes of GC53.1 and GC53.2 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, Unemployment Insurance, Worker's Compensation or Income Tax.



GENERAL CONDITONS

- IC 1 Proof of Insurance**
- IC 2 Risk Management**
- IC 3 Payment of Deductible**
- IC 4 Insurance Coverage**

GENERAL INSUANCE COVERAGES

- GCI 1 Insured**
- GIC 2 Period of Insurance**
- GIC 3 Proof of Insurance**
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COMMERCIAL GENERAL LIABILITY

- CGL 1 Scope of Policy**
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- CGL 3 Additional Exposures**
- CGL 4 Insurance Proceeds**
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BUILDER'S RISK – INSTALLATION FLOATER – ALL RISKS

- BR 1 Scope of Policy**
- BR 2 Property Insured**
- BR 3 Insurance Proceeds**
- BR 4 Amount of Insurance**
- BR 5 Deductible**
- BR 6 Subrogation**
- BR 7 Exclusion Qualifications**

INSURER'S CERTIFICATE OF INSURANCE



General Conditions

IC 1 Proof of Insurance (02/12/03)

Within thirty (30) days after acceptance of the Contractor's tender, the Contractor shall, unless otherwise directed in writing by the Contracting Officer, deposit with the Contracting Officer an Insurer's Certificate of Insurance in the form displayed in this document and, if requested by the Contracting Officer, the originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Insurance Coverage Requirements shown hereunder.

IC 2 Risk Management (01/10/94)

The provisions of the Insurance Coverage Requirements contained hereunder are not intended to cover all of the Contractor's obligations under GC8 of the General Conditions "C" of the contract. Any additional risk management measures or additional insurance coverages the Contractor may deem necessary to fulfill its obligations under GC8 shall be at its own discretion and expense.

IC 3 Payment of Deductible (01/10/94)

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

IC 4 Insurance Coverage (02/12/03)

The Contractor has represented that it has in place and effect the appropriate and usual liability insurance coverage as required by these Insurance Conditions and the Contractor has warranted that it shall obtain, in a timely manner and prior to commencement of the Work, the appropriate and usual property insurance coverage as required by these Insurance Conditions and, further, that it shall maintain all required insurance policies in place and effect as required by these Insurance Conditions.



INSURANCE COVERAGE REQUIREMENTS

PART I GENERAL INSURANCE COVERAGES (GIC)

GCI 1 Insured (02/12/03)

Each insurance policy shall insure the Contractor, and shall include, as an Additional Named Insured, Her Majesty the Queen in right of Canada, represented by the National Research Council Canada.

GIC 2 Period of Insurance (02/12/03)

Unless otherwise directed in writing by the Contracting Officer or otherwise stipulated elsewhere in these Insurance Conditions, the policies required hereunder shall be in force and be maintained from the date of the contract award until the day of issue of the Departmental Representative's Final Certificate of Completion.

GIC 3 Proof of Insurance (01/10/94)

Within twenty five (25) days after acceptance of the Contractor's tender, the Insurer shall, unless otherwise directed by the Contractor, deposit with the Contractor an Insurer's Certificate of Insurance in the form displayed in the document and, if requested, the originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the requirements of these Insurance Coverages.

GIC 4 Notification (01/10/94)

Each Insurance policy shall contain a provision that (30) days prior written notice shall be given by the Insurer to Her Majesty in the event of any material change in or cancellation of coverage. Any such notice received by the Contractor shall be transmitted forthwith to Her Majesty.

PART II COMMERCIAL GENERAL LIABILITY

CGL 1 Scope of Policy (01/10/94)

The policy shall be written on a form similar to that known and referred to in the insurance industry as IBC 2100 – Commercial General Liability policy (Occurrence form) and shall provide for limit of liability of not less than \$2,000,000 inclusive for Bodily Injury and Property Damage for any one occurrence or series of occurrences arising out of one cause. Legal or defence cost incurred in respect of a claim or claims shall not operate to decrease the limit of liability.

CGL 2 Coverages/Provisions (01/10/94)



The policy shall include but not necessarily be limited to the following coverages/provisions.

- 2.1 Liability arising out of or resulting from the ownership, existence, maintenance or use of premises by the Contractor and operations necessary or incidental to the performance of this contract.
- 2.2 "Broad Form" Property Damage including the loss of use of property.
- 2.3 Removal or weakening of support of any building or land whether such support be natural or otherwise.
- 2.4 Elevator liability (including escalators, hoists and similar devices).
- 2.5 Contractor's Protective Liability
- 2.6 Contractual and Assumed Liabilities un this contact.
- 2.7 Completed Operations Liability – The insurance, including all aspects of this Part II of these Insurance Conditions shall continue for a period of at least one (1) year beyond the date of the Departmental Representative's Final Certificate of Completion for the Completed Operations.
- 2.8 Cross Liability – The Clause shall be written as follows:

Cross Liability – The insurance as is afforded by this policy shall apply in respect to any claim or action brought against any one Insured by any other Insured. The coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each Insured. The inclusion herein of more than one Insured shall not increase the limit of the Insurer's liability.

- 2.9 Severability of Interests – The Clause shall be written as follows:

Severability of Interests – This policy, subject to the limits of liability stated herein, shall apply separately to each Insured in the same manner and to the same extent as if a separate policy had been issued to each. The inclusion herein of more than one insured shall not increase the limit of the Insurer's liability.

CGL 3 Additional Exposures (02/12/03)

The policy shall either include or be endorsed to include the following exposures of hazards if the Work is subject thereto:

- 3.1 Blasting
- 3.2 Pile driving and calsson work
- 3.3 Underpinning
- 3.4 Risks associated with the activities of the Contractor on an active airport



- 3.5 Radioactive contamination resulting from the use of commercial isotopes
- 3.6 Damage to the portion of an existing building beyond that directly associated with an addition, renovation or installation contract.
- 3.7 Marine risks associated with the contraction of piers, wharves and docks.

**CGL 4 Insurance Proceeds
(01/10/94)**

Insurance Proceeds from this policy are usually payable directly to a Claimant/Third Party.

**CGL 5 Deductible
(02/12/03)**

This policy shall be issued with a deductible amount of not more than \$10,000 per occurrence applying to Property Damage claims only.

**PART III
BUILDER'S RISK – INSTALLATION FLOATER – ALL RISKS**

**BR 1 Scope of Policy
(01/10/94)**

The policy shall be written on an "All Risks" basis granting coverages similar to those provided by the forms known and referred to in the insurance industry as "Builder's Risk Comprehensive Form" or "Installation Floater – All Risks".

**BR 2 Property Insured
(01/10/94)**

The property insured shall include:

- 2.1 The Work and all property, equipment and materials intended to become part of the finished Work at the site of the project while awaiting, during and after installation, erection or construction including testing.
- 2.2 Expenses incurred in the removal from the construction site of debris of the property insured, including demolition of damaged property, de-icing and dewatering, occasioned by loss, destruction or damage to such property and in respect of which insurance is provided by this policy.

**BR 3 Insurance Proceeds
(01/10/94)**

- 3.1 Insurance proceeds from this policy are payable in accordance with GC28 of the General Conditions "C" of the contract.
- 3.2 This policy shall provide that the proceeds thereof are payable to Her Majesty or as the Minister may direct.



- 3.3 The Contractor shall do such things and execute such documents as are necessary to effect payment of the proceeds.

BR 4 Amount of Insurance
(01/10/94)

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 Her Majesty at the site of the project to be incorporated into and form part of the finished Work.

BR 5 Deductible
(02/12/03)

The Policy shall be issued with a deductible amount of not more than \$10,000.

BR 6 Subrogation
(01/10/94)

The following Clause shall be included in the policy:

"All rights of subrogation or transfer of rights are hereby waived against any corporation, firm, individual or other interest, with respect to which, insurance is provided by this policy".

BR 7 Exclusion Qualifications
(01/10/94)

The policy may be subject to the standard exclusions but the following qualifications shall apply:

- 7.1 Faulty materials, workmanship or design may be excluded only to the extent of the cost of making good thereof and shall not apply to loss or damage resulting therefrom.
- 7.2 Loss or damage caused by contamination by radioactive material may be excluded except for loss or damage resulting from commercial isotopes used for industrial measurements, inspection, quality control radiographic or photographic use.
- 7.3 Use and occupancy of the project or any part of section thereof shall be permitted where such use and occupancy is for the purpose for which the project is intended upon completion.



INSURER'S CERTIFICATE OF INSURANCE

(TO BE COMPLETED BY INSURER (NOT BOKER) AND DELIVERD TO NATIONAL RESEARCH COUNCIL CANADA WITH 30 DAYS FOLLOWING ACCEPTANCE OF TENDER)

CONTRACT

DESCRIPTION OF WORK	CONTRACT NUMBER	AWARD DATE
LOCATION		

INSURER

NAME
ADDRESS

BROKER

NAME
ADDRESS

INSURED

NAME OF CONTRACTOR
ADDRESS

ADDITIONAL INSURED

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE NATIONAL RESEARCH COUNCIL CANADA

THIS DOCUENT CERTIFIES THAT THE FOLLOWING POLICES OF INSURANCE ARE AT PRESENT IN FORCE COVERING ALL OPERATIONS OF THE INSURE IN CONNECTION WITH THE CONTRACT MADE BETWEEN THE NAMED INSURED AND THE NATIONAL RESEARCH COUNCIL CANADA AND IN ACCORDANCE WITH THE INSURANCE CONDITIONS "E"

POLICY					
TYPE	NUMBER	INCEPTION DATE	EXPIRY DATE	LIMITS OF LIABILITY	DEDUCTIBLE
COMMERCIAL GENERAL LIABILITY					
BUILDERS RISK "AL RISKS"					
INSTALLATION FLOATER "ALL RISKS"					

THE INSURER AGREES TO NOTIFY THE NATIONAL RESEARCH COUNCIL CANADA IN WRITING 30 DAYS PRIOR TO ANY MATERIAL CHANGE IN OR CANCELLATION OF ANY POLICY OR COVERAGE SPECIFICALLY RELATED TO THE CONTRACT

NAME OF INSURER'S OFFICER OR AUTHORIZED EMPLOYEE	SIGNATURE	DATE:
		TELEPHONE NUMBER:

ISSUANCE OF THIS CERTIFIATE SHALL NOT LIMIT OR RESTRICT THE RIGHT OF THE NATIONAL RESEARCH COUNCIL CANADA TO REQUEST AT ANY TIME DUPLICATE COPIES OF SAID INSURANCE POLICIES



CS1 Obligation to provide Contract Security

- 1.1 The Contractor shall, at the Contractor's own expense, provide one or more of the forms of contract security prescribed in CS2.
- 1.2 The Contractor shall deliver to the Departmental Representative the contract security referred to in CS1.1 within 14 days after the date that the Contractor receives notice that the Contractor's tender or offer was accepted by Her Majesty.

CS2 Prescribed Types and Amounts of Contract Security

- 2.1 The Contractor shall deliver to the Departmental Representative pursuant to CS1
 - 2.1.1 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 referred to in the Articles of Agreement, or
 - 2.1.2 a labour and material payment bond in an amount that is equal to not less than 50% of the contract amount referred to in the Articles of Agreement, and a security deposit in an amount that is equal to
 - 2.1.2.1 not less than 10% of the contract amount referred to in the Articles of Agreement where that amount does not exceed \$250,000, or
 - 2.1.2.2 \$25,000 plus 5% of the part of the contract amount referred to in the Articles of Agreement that exceeds \$250,000, or
 - 2.1.3 a security deposit in an amount prescribed by CS2.12 plus an additional amount that is equal to 10% of the contract amount referred to in the Articles of Agreement.
- 2.2 A performance bond and a labour and material payment bond referred to in CS2.1 shall be in a form and be issued by a bonding or surety company that is approved by Her Majesty.
- 2.3 The amount of a security deposit referred to in CS2.1.2 shall not exceed \$250,000 regardless of the contract amount referred to in the Articles of Agreement.
- 2.4 A security deposit referred to in CS2.1.2 and CS2.1.3 shall be in the form of
 - 2.4.1 a bill of exchange made payable to the Receiver General of Canada and certified by an approved financial institution or drawn by an approved financial institution on itself, or
 - 2.4.2 bonds of or unconditionally guaranteed as to principal and interest by the Government of Canada.
- 2.5 For the purposes of CS2.4
 - 2.5.1 a bill of exchange is an unconditional order in writing signed by the Contractor and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order



of, the Receiver General for Canada, and

- 2.5.2 If a bill of exchange is certified by a financial institution other than a chartered bank then it must be accompanied by a letter or stamped certification confirming that the financial institution is in at least one of the categories referred to in CS2.5.3
- 2.5.3 an approved financial institution is
 - 2.5.3.1 any corporation or institution that is a member of the Canadian Payments Association,
 - 2.5.3.2 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,
 - 2.5.3.3 a credit union as defined in paragraph 137(6)(b) of the *Income Tax Act*,
 - 2.5.3.4 a corporation that accepts deposits from the public, if repayment of the deposit is guaranteed by Her Majesty in right of a province, or
 - 2.5.3.5 The Canada Post Corporation.
- 2.5.4 the bonds referred to in CS2.4.2 shall be
 - 2.5.4.1 made payable to bearer, or
 - 2.5.4.2 accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations, or
 - 2.5.4.3 registered, as to principal or as to principal and interest in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations, and
 - 2.5.4.4 provided on the basis of their market value current at the date of the contract.



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant

4. Brief Description of Work / Brève description du travail

5. a) Will the supplier require access to Controlled Goods?
Le fournisseur aura-t-il accès à des marchandises contrôlées? No / Non Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?
Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? No / Non Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?
Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?
(Specify the level of access using the chart in Question 7. c)
(Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) No / Non Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted.
Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. No / Non Yes / Oui

6. c) Is this a commercial courier or delivery requirement with **no** overnight storage?
S'agit-il d'un contrat de messagerie ou de livraison commerciale **sans** entreposage de nuit? No / Non Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
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7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/> Not releasable À ne pas diffuser <input type="checkbox"/> Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/> Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/> Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :
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7. c) Level of information / Niveau d'information

PROTECTED A PROTÉGÉ A <input type="checkbox"/> PROTECTED B PROTÉGÉ B <input type="checkbox"/> PROTECTED C PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> SECRET SECRET <input type="checkbox"/> TOP SECRET TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/> NATO SECRET NATO SECRET <input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/> PROTECTED B PROTÉGÉ B <input type="checkbox"/> PROTECTED C PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> SECRET SECRET <input type="checkbox"/> TOP SECRET TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>
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Security Classification / Classification de sécurité
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Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? No Yes
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? Non Oui
 If Yes, indicate the level of sensitivity:
 Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets? No Yes
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Non Oui

 Short Title(s) of material / Titre(s) abrégé(s) du matériel :
 Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET-SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMBLEMES			

Special comments:
 Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
 REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work? No Yes
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? Non Oui
 If Yes, will unscreened personnel be escorted?
 Dans l'affirmative, le personnel en question sera-t-il escorté? No Yes
 Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? No Yes
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets? No Yes
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? No Yes
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? No Yes
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? No Yes
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? Non Oui



PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? No Yes
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? No Yes
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Security Classification / Classification de sécurité
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Instructions for completion of a Security Requirements Check List (SRCL)

The instruction sheet should remain attached until Block #17 has been completed.

GENERAL - PROCESSING THIS FORM

The project authority shall arrange to complete this form.

The organization security officer shall review and approve the security requirements identified in the form, in cooperation with the project authority.

The contracting security authority is the organization responsible for ensuring that the suppliers are compliant with the security requirements identified in the SRCL.

All requisitions and subsequent tender / contractual documents including subcontracts that contain PROTECTED and/or CLASSIFIED requirements must be accompanied by a completed SRCL.

It is important to identify the level of PROTECTED information or assets as Level "A," "B" or "C," when applicable; however, certain types of information may only be identified as "PROTECTED". No information pertaining to a PROTECTED and/or CLASSIFIED government contract may be released by suppliers, without prior written approval of the individual identified in Block 17 of this form.

The classification assigned to a particular stage in the contractual process does not mean that everything applicable to that stage is to be given the same classification. Every item shall be PROTECTED and/or CLASSIFIED according to its own content. If a supplier is in doubt as to the actual level to be assigned, they should consult with the individual identified in Block 17 of this form.

PART A - CONTRACT INFORMATION

Contract Number (top of the form)

This number must be the same as that found on the requisition and should be the one used when issuing an RFP or contract. This is a unique number (i.e. no two requirements will have the same number). A new SRCL must be used for each new requirement or requisition (e.g. new contract number, new SRCL, new signatures).

1. Originating Government Department or Organization

Enter the department or client organization name or the prime contractor name for which the work is being performed.

2. Directorate / Branch

This block is used to further identify the area within the department or organization for which the work will be conducted.

3. a) Subcontract Number

If applicable, this number corresponds to the number generated by the Prime Contractor to manage the work with its subcontractor.

b) Name and Address of Subcontractor

Indicate the full name and address of the Subcontractor if applicable.

4. Brief Description of Work

Provide a brief explanation of the nature of the requirement or work to be performed.

5. a) Will the supplier require access to Controlled Goods?

*The Defence Production Act (DPA) defines "Controlled Goods" as certain goods listed in the Export Control List, a regulation made pursuant to the *Export and Import Permits Act* (EIPA). Suppliers who examine, possess, or transfer Controlled Goods within Canada must register in the Controlled Goods Directorate or be exempt from registration. More information may be found at www.cgd.gc.ca.*

b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?

The prime contractor and any subcontractors must be certified under the U.S./Canada Joint Certification Program if the work involves access to unclassified military data subject to the provisions of the Technical Data Control Regulations. More information may be found at www.dlis.dla.mil/jcp.

6. Indicate the type of access required

Identify the nature of the work to be performed for this requirement. The user is to select one of the following types:

a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?

The supplier would select this option if they require access to PROTECTED and/or CLASSIFIED information or assets to perform the duties of the requirement.

b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted.

The supplier would select this option if they require regular access to government premises or a secure work site only. The supplier will not have access to PROTECTED and/or CLASSIFIED information or assets under this option.

c) Is this a commercial courier or delivery requirement with no overnight storage?

The supplier would select this option if there is a commercial courier or delivery requirement. The supplier will not be allowed to keep a package overnight. The package must be returned if it cannot be delivered.

7. Type of information / Release restrictions / Level of information

Identify the type(s) of information that the supplier may require access to, list any possible release restrictions, and if applicable, provide the level(s) of the information. The user can make multiple selections based on the nature of the work to be performed.

Departments must process SRCLs through PWGSC where:

- contracts that afford access to PROTECTED and/or CLASSIFIED foreign government information and assets;
- contracts that afford foreign contractors access to PROTECTED and/or CLASSIFIED Canadian government information and assets; or
- contracts that afford foreign or Canadian contractors access to PROTECTED and/or CLASSIFIED information and assets as defined in the documents entitled Identifying INFOSEC and INFOSEC Release.

a) Indicate the type of information that the supplier will be required to access

Canadian government information and/or assets

If Canadian information and/or assets are identified, the supplier will have access to PROTECTED and/or CLASSIFIED information and/or assets that are owned by the Canadian government.

NATO information and/or assets

If NATO information and/or assets are identified, this indicates that as part of this requirement, the supplier will have access to PROTECTED and/or CLASSIFIED information and/or assets that are owned by NATO governments. NATO information and/or assets are developed and/or owned by NATO countries and are not to be divulged to any country that is not a NATO member nation. Persons dealing with NATO information and/or assets must hold a NATO security clearance and have the required need-to-know.

Requirements involving CLASSIFIED NATO information must be awarded by PWGSC. PWGSC / CIISD is the Designated Security Authority for industrial security matters in Canada.

Foreign government information and/or assets

If foreign information and/or assets are identified, this requirement will allow access to information and/or assets owned by a country other than Canada.

b) Release restrictions

If **Not Releasable** is selected, this indicates that the information and/or assets are for **Canadian Eyes Only (CEO)**. Only Canadian suppliers based in Canada can bid on this type of requirement. NOTE: If Canadian information and/or assets coexists with CEO information and/or assets, the CEO information and/or assets must be stamped **Canadian Eyes Only (CEO)**.

If **No Release Restrictions** is selected, this indicates that access to the information and/or assets are not subject to any restrictions.

If **ALL NATO countries** is selected, bidders for this requirement must be from NATO member countries only.

NOTE: There may be multiple release restrictions associated with a requirement depending on the nature of the work to be performed. In these instances, a security guide should be added to the SRCL clarifying these restrictions. The security guide is normally generated by the organization's project authority and/or security authority.

c) Level of information

Using the following chart, indicate the appropriate level of access to information/assets the supplier must have to perform the duties of the requirement.

PROTECTED	CLASSIFIED	NATO
PROTECTED A	CONFIDENTIAL	NATO UNCLASSIFIED
PROTECTED B	SECRET	NATO RESTRICTED
PROTECTED C	TOP SECRET	NATO CONFIDENTIAL
	TOP SECRET (SIGINT)	NATO SECRET
		COSMIC TOP SECRET

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?

If Yes, the supplier personnel requiring access to COMSEC information or assets must receive a COMSEC briefing. The briefing will be given to the "holder" of the COMSEC information or assets. In the case of a "personnel assigned" type of contract, the customer department will give the briefing. When the supplier is required to receive and store COMSEC information or assets on the supplier's premises, the supplier's COMSEC Custodian will give the COMSEC briefings to the employees requiring access to COMSEC information or assets. If Yes, the Level of sensitivity must be indicated.

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?

If Yes, the supplier must provide the Short Title of the material and the Document Number. Access to extremely sensitive INFOSEC information or assets will require that the supplier undergo a Foreign Ownership Control or Influence (FOCI) evaluation by CIISD.

PART B - PERSONNEL (SUPPLIER)

10. a) Personnel security screening level required

Identify the screening level required for access to the information/assets or client facility. More than one level may be identified depending on the nature of the work. Please note that Site Access screenings are granted for access to specific sites under prior arrangement with the Treasury Board of Canada Secretariat. A Site Access screening only applies to individuals, and it is not linked to any other screening level that may be granted to individuals or organizations.

RELIABILITY STATUS	CONFIDENTIAL	SECRET
TOP SECRET	TOP SECRET (SIGINT)	NATO CONFIDENTIAL
NATO SECRET	COSMIC TOP SECRET	SITE ACCESS

If multiple levels of screening are identified, a Security Classification Guide must be provided.

b) May unscreened personnel be used for portions of the work?

Indicating Yes means that portions of the work are not PROTECTED and/or CLASSIFIED and may be performed outside a secure environment by unscreened personnel. The following question must be answered if unscreened personnel will be used:

Will unscreened personnel be escorted?

If No, unscreened personnel may not be allowed access to sensitive work sites and must not have access to PROTECTED and/or CLASSIFIED information and/or assets.

If Yes, unscreened personnel must be escorted by an individual who is cleared to the required level of security in order to ensure there will be no access to PROTECTED and/or CLASSIFIED information and/or assets at the work site.

PART C - SAFEGUARDS (SUPPLIER)

11. INFORMATION / ASSETS

a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information and/or assets on its site or premises?

If Yes, specify the security level of the documents and/or equipment that the supplier will be required to safeguard at their own site or premises using the summary chart.

b) Will the supplier be required to safeguard COMSEC information or assets?

If Yes, specify the security level of COMSEC information or assets that the supplier will be required to safeguard at their own site or premises using the summary chart.

PRODUCTION

c) Will the production (manufacture, repair and/or modification) of PROTECTED and/or CLASSIFIED material and/or equipment occur at the supplier's site or premises?

Using the summary chart, specify the security level of material and/or equipment that the supplier manufactured, repaired and/or modified and will be required to safeguard at their own site or premises.

INFORMATION TECHNOLOGY (IT)

d) Will the supplier be required to use its IT systems to electronically process and/or produce or store PROTECTED and/or CLASSIFIED information and/or data?

If Yes, specify the security level in the summary chart. This block details the information and/or data that will be electronically processed or produced and stored on a computer system. The client department and/or organization will be required to specify the IT security requirements for this procurement in a separate technical document. The supplier must also direct their attention to the following document: Treasury Board of Canada Secretariat - Operational Security Standard: Management of Information Technology Security (MITS).

e) Will there be an electronic link between the supplier’s IT systems and the government department or agency?

If Yes, the supplier must have their IT system(s) approved. The Client Department must also provide the Connectivity Criteria detailing the conditions and the level of access for the electronic link (usually not higher than PROTECTED B level).

SUMMARY CHART

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier’s site(s) or premises.

For users completing the form **online** (via the Internet), the Summary Chart is automatically populated by your responses to previous questions.

PROTECTED	CLASSIFIED	NATO	COMSEC
PROTECTED A	CONFIDENTIAL	NATO RESTRICTED	PROTECTED A
PROTECTED B	SECRET	NATO CONFIDENTIAL	PROTECTED B
PROTECTED C	TOP SECRET	NATO SECRET	PROTECTED C
	TOP SECRET (SIGINT)	COSMIC TOP SECRET	CONFIDENTIAL
			SECRET
			TOP SECRET

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

If Yes, classify this form by annotating the top and bottom in the area entitled “Security Classification”.

b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

If Yes, classify this form by annotating the top and bottom in the area entitled “Security Classification” and indicate with attachments (e.g. SECRET with Attachments).

PART D - AUTHORIZATION

13. Organization Project Authority

This block is to be completed and signed by the appropriate project authority within the client department or organization (e.g. the person responsible for this project or the person who has knowledge of the requirement at the client department or organization). This person may on occasion be contacted to clarify information on the form.

14. Organization Security Authority

This block is to be signed by the Departmental Security Officer (DSO) (or delegate) of the department identified in Block 1, or the security official of the prime contractor.

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?

A Security Guide or Security Classification Guide is used in conjunction with the SRCL to identify additional security requirements which do not appear in the SRCL, and/or to offer clarification to specific areas of the SRCL.

16. Procurement Officer

This block is to be signed by the procurement officer acting as the contract or subcontract manager.

17. Contracting Security Authority

This block is to be signed by the Contract Security Official. Where PWGSC is the Contract Security Authority, Canadian and International Industrial Security Directorate (CIISD) will complete this block.

Instructions pour établir la Liste de vérification des exigences relatives à la sécurité (LVERS)

La feuille d'instructions devrait rester jointe au formulaire jusqu'à ce que la case 17 ait été remplie.

GÉNÉRALITÉS - TRAITEMENT DU PRÉSENT FORMULAIRE

Le responsable du projet doit faire remplir ce formulaire.

L'agent de sécurité de l'organisation doit revoir et approuver les exigences de sécurité qui figurent dans le formulaire, en collaboration avec le responsable du projet.

Le responsable de la sécurité des marchés est le responsable chargé de voir à ce que les fournisseurs se conforment aux exigences de sécurité mentionnées dans la LVERS.

Toutes les demandes d'achat ainsi que tous les appels d'offres et les documents contractuels subséquents, y compris les contrats de sous-traitance, qui comprennent des exigences relatives à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS doivent être accompagnés d'une LVERS dûment remplie.

Il importe d'indiquer si les renseignements ou les biens PROTÉGÉS sont de niveau A, B ou C, le cas échéant; cependant, certains types de renseignements peuvent être indiqués par la mention « PROTÉGÉ » seulement. Aucun renseignement relatif à un contrat gouvernemental PROTÉGÉ ou CLASSIFIÉ ne peut être divulgué par les fournisseurs sans l'approbation écrite préalable de la personne dont le nom figure à la case 17 de ce formulaire.

La classification assignée à un stade particulier du processus contractuel ne signifie pas que tout ce qui se rapporte à ce stade doit recevoir la même classification. Chaque article doit être PROTÉGÉ et/ou CLASSIFIÉ selon sa propre nature. Si un fournisseur ne sait pas quel niveau de classification assigner, il doit consulter la personne dont le nom figure à la case 17 de ce formulaire.

PARTIE A - INFORMATION CONTRACTUELLE

Numéro du contrat (au haut du formulaire)

Ce numéro doit être le même que celui utilisé sur la demande d'achat et services et devrait être celui utilisé dans la DDP ou dans le contrat. Il s'agit d'un numéro unique (c.-à-d. que le même numéro ne sera pas attribué à deux besoins distincts). Une nouvelle LVERS doit être utilisée pour chaque nouveau besoin ou demande (p. ex. un nouveau numéro de contrat, une nouvelle LVERS, de nouvelles signatures).

1. Ministère ou organisme gouvernemental d'origine

Inscrire le nom du ministère ou de l'organisme client ou le nom de l'entrepreneur principal pour qui les travaux sont effectués.

2. Direction générale ou Direction

Cette case peut servir à fournir plus de détails quant à la section du ministère ou de l'organisme pour qui les travaux sont effectués.

3. a) Numéro du contrat de sous-traitance

S'il y a lieu, ce numéro correspond au numéro généré par l'entrepreneur principal pour gérer le travail avec son sous-traitant.

b) Nom et adresse du sous-traitant

Indiquer le nom et l'adresse au complet du sous-traitant, s'il y a lieu.

4. Brève description du travail

Donner un bref aperçu du besoin ou du travail à exécuter.

5. a) Le fournisseur aura-t-il accès à des marchandises contrôlées?

La *Loi sur la production de défense* (LPD) définit « marchandises contrôlées » comme désignant certains biens énumérés dans la Liste des marchandises d'exportation contrôlée, un règlement établi en vertu de la *Loi sur les licences d'exportation et d'importation* (LLEI). Les fournisseurs qui examinent, possèdent ou transfèrent des marchandises contrôlées à l'intérieur du Canada doivent s'inscrire à la Direction des marchandises contrôlées ou être exemptés de l'inscription. On trouvera plus d'information à l'adresse www.cgp.gc.ca.

b) Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?

L'entrepreneur et tout sous-traitant doivent être accrédités en vertu du Programme mixte d'agrément Etats-Unis / Canada si le travail comporte l'accès à des données militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques. On trouvera plus d'information à l'adresse www.dlis.dla.mil/jcp/.

6. Indiquer le type d'accès requis

Indiquer la nature du travail à exécuter pour répondre à ce besoin. L'utilisateur doit choisir un des types suivants :

a) Le fournisseur et ses employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?

Le fournisseur choisit cette option s'il doit avoir accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS pour accomplir le travail requis.

b) Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.

Le fournisseur choisit cette option seulement s'il doit avoir accès régulièrement aux locaux du gouvernement ou à un lieu de travail protégé. Le fournisseur n'aura pas accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS en vertu de cette option.

c) S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?

Le fournisseur choisit cette option s'il y a nécessité de recourir à un service de messagerie ou de livraison commerciale. Le fournisseur ne sera pas autorisé à garder un colis pendant la nuit. Le colis doit être retourné s'il ne peut pas être livré.

7. Type d'information / Restrictions relatives à la diffusion / Niveau d'information

Indiquer le ou les types d'information auxquels le fournisseur peut devoir avoir accès, énumérer toutes les restrictions possibles relatives à la diffusion, et, s'il y a lieu, indiquer le ou les niveaux d'information. L'utilisateur peut faire plusieurs choix selon la nature du travail à exécuter.

Les ministères doivent soumettre la LVERS à TPSGC lorsque:

- les marchés prévoient l'accès aux renseignements et aux biens de nature PROTÉGÉS et/ou CLASSIFIÉS étrangers ;
- les marchés prévoient aux entrepreneurs étrangers l'accès aux renseignements et aux biens de nature PROTÉGÉS et/ou CLASSIFIÉS canadiens; ou
- les marchés prévoient aux entrepreneurs étrangers ou canadiens l'accès aux renseignements et aux biens de nature PROTÉGÉS et/ou CLASSIFIÉS tels que définis dans les documents intitulés Moyens INFOSEC détermination et Divulgateion de INFOSEC.

a) Indiquer le type d'information auquel le fournisseur devra avoir accès

Renseignements et/ou biens du gouvernement canadien

Si des renseignements et/ou des biens canadiens sont indiqués, le fournisseur aura accès à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS appartenant au gouvernement canadien.

Renseignements et/ou biens de l'OTAN

Si des renseignements et/ou des biens de l'OTAN sont indiqués, cela signifie que, dans le cadre de ce besoin, le fournisseur aura accès à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS appartenant à des gouvernements membres de l'OTAN. Les renseignements et/ou les biens de l'OTAN sont élaborés par des pays de l'OTAN ou leur appartiennent et ne doivent être divulgués à aucun pays qui n'est pas un pays membre de l'OTAN. Les personnes qui manient des renseignements et/ou des biens de l'OTAN doivent détenir une autorisation de sécurité de l'OTAN et avoir besoin de savoir.

Les contrats comportant des renseignements CLASSIFIÉS de l'OTAN doivent être attribués par TPSGC. La DSICI de TPSGC est le responsable de la sécurité désigné relativement aux questions de sécurité industrielle au Canada.

Renseignements et/ou biens de gouvernements étrangers

Si des renseignements et/ou des biens de gouvernements étrangers sont indiqués, ce besoin permettra l'accès à des renseignements et/ou à des biens appartenant à un pays autre que le Canada.

b) Restrictions relatives à la diffusion

Si **À ne pas diffuser** est choisi, cela indique que les renseignements et/ou les biens sont **réservés aux Canadiens**. Seuls des fournisseurs canadiens installés au Canada peuvent soumissionner ce genre de besoin. NOTA : Si des renseignements et/ou des biens du gouvernement canadien coexistent avec des renseignements et/ou des biens réservés aux Canadiens, ceux-ci doivent porter la mention **Réservé aux Canadiens**.

Si **Aucune restriction relative à la diffusion** est choisi, cela indique que l'accès aux renseignements et/ou aux biens n'est assujéti à aucune restriction.

Si **Tous les pays de l'OTAN** est choisi, les soumissionnaires doivent appartenir à un pays membre de l'OTAN.

NOTA : Il peut y avoir plus d'une restriction s'appliquant à une demande, selon la nature des travaux à exécuter. Pour ce genre de contrat, un guide de sécurité doit être joint à la LVERS afin de clarifier les restrictions. Ce guide est généralement préparé par le chargé de projet et/ou le responsable de la sécurité de l'organisme.

c) Niveau d'information

À l'aide du tableau ci-dessous, indiquer le niveau approprié d'accès aux renseignements et/ou aux biens que le fournisseur doit avoir pour accomplir les travaux requis.

PROTÉGÉ	CLASSIFIÉ	NATO
PROTÉGÉ A	CONFIDENTIEL	NATO NON CLASSIFIÉ
PROTÉGÉ B	SECRET	NATO DIFFUSION RESTREINTE
PROTÉGÉ C	TRÈS SECRET	NATO CONFIDENTIEL
	TRÈS SECRET (SIGINT)	NATO SECRET
		COSMIC TRÈS SECRET

8. Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?

Si la réponse est Oui, les membres du personnel du fournisseur qui doivent avoir accès à des renseignements ou à des biens COMSEC doivent participer à une séance d'information COMSEC. Cette séance sera donnée au « détenteur autorisé » des renseignements ou des biens COMSEC. Dans le cas des contrats du type « personnel affecté », cette séance sera donnée par le ministère client. Lorsque le fournisseur doit recevoir et conserver, dans ses locaux, des renseignements ou des biens COMSEC, le responsable de la garde des renseignements ou des biens COMSEC de l'entreprise donnera la séance d'information COMSEC aux membres du personnel qui doivent avoir accès à des renseignements ou à des biens COMSEC.

9. Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

Si la réponse est Oui, le fournisseur doit indiquer le titre abrégé du document, le numéro du document et le niveau de sensibilité. L'accès à des renseignements ou à des biens extrêmement délicats INFOSEC exigera que le fournisseur fasse l'objet d'une vérification Participation, contrôle et influence étrangers (PCIE) effectuée par la DSICI.

PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Niveau de contrôle de la sécurité du personnel requis

Indiquer le niveau d'autorisation de sécurité que le personnel doit détenir pour avoir accès aux renseignements, aux biens ou au site du client. Selon la nature du travail, il peut y avoir plus d'un niveau de sécurité. Veuillez noter que des cotes de sécurité sont accordées pour l'accès à des sites particuliers, selon des dispositions antérieures prises auprès du Secrétariat du Conseil du Trésor du Canada. La cote de sécurité donnant accès à un site s'applique uniquement aux personnes et n'est liée à aucune autre autorisation de sécurité accordée à des personnes ou à des organismes.

COTE DE FIABILITÉ	CONFIDENTIEL	SECRET
TRÈS SECRET	TRÈS SECRET (SIGINT)	NATO CONFIDENTIEL
NATO SECRET	COSMIC TRÈS SECRET	ACCÈS AUX EMBLEMES

Si plusieurs niveaux d'autorisation de sécurité sont indiqués, un guide de classification de sécurité doit être fourni.

b) Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

Si la réponse est Oui, cela veut dire que certaines tâches ne sont pas PROTÉGÉES et/ou CLASSIFIÉES et peuvent être exécutées à l'extérieur d'un environnement sécurisé par du personnel n'ayant pas d'autorisation de sécurité. Il faut répondre à la question suivante si l'on a recours à du personnel n'ayant pas d'autorisation de sécurité :

Le personnel n'ayant pas d'autorisation de sécurité sera-t-il escorté?

Si la réponse est Non, le personnel n'ayant pas d'autorisation de sécurité ne pourra pas avoir accès à des lieux de travail dont l'accès est réglementé ni à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS.

Si la réponse est Oui, le personnel n'ayant pas d'autorisation de sécurité devra être escorté par une personne détenant la cote de sécurité requise, pour faire en sorte que le personnel en question n'ait pas accès à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS sur les lieux de travail.

PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

11. RENSEIGNEMENTS / BIENS :

a) Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

Si la réponse est Oui, préciser, à l'aide du tableau récapitulatif, le niveau de sécurité des documents ou de l'équipement que le fournisseur devra protéger dans ses installations.

b) Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

Si la réponse est Oui, préciser, à l'aide du tableau récapitulatif, le niveau de sécurité des renseignements ou des biens COMSEC que le fournisseur devra protéger dans ses installations.

PRODUCTION

c) Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

Préciser, à l'aide du tableau récapitulatif, le niveau de sécurité du matériel que le fournisseur fabriquera, réparera et/ou modifiera et devra protéger dans ses installations.

TECHNOLOGIE DE L'INFORMATION (TI)

d) Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

Si la réponse est Oui, préciser le niveau de sécurité à l'aide du tableau récapitulatif. Cette case porte sur les renseignements qui seront traités ou produits électroniquement et stockés dans un système informatique. Le ministère/organisme client devra préciser les exigences en matière de sécurité de la TI relativement à cet achat dans un document technique distinct. Le fournisseur devra également consulter le document suivant : Secrétariat du Conseil du Trésor du Canada – Norme opérationnelle de sécurité : Gestion de la sécurité des technologies de l'information (GSTI).

e) Y aura-t-il un lien électronique entre les systèmes informatiques du fournisseur et celui du ministère ou de l'agence gouvernementale?

Si la réponse est Oui, le fournisseur doit faire approuver ses systèmes informatiques. Le ministère client doit aussi fournir les critères de connectivité qui décrivent en détail les conditions et le niveau de sécurité relativement au lien électronique (habituellement pas plus haut que le niveau PROTÉGÉ B).

TABLEAU RÉCAPITULATIF

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

PROTÉGÉ	CLASSIFIÉ	NATO	COMSEC
PROTÉGÉ A	CONFIDENTIEL	NATO DIFFUSION RESTREINTE	PROTÉGÉ A
PROTÉGÉ B	SECRET	NATO CONFIDENTIEL	PROTÉGÉ B
PROTÉGÉ C	TRÈS SECRET	NATO SECRET	PROTÉGÉ C
	TRÈS SECRET (SIGINT)	COSMIC TRÈS SECRET	CONFIDENTIEL
			SECRET
			TRÈS SECRET

12. a) La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

Si la réponse est Oui, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de

sécurité » au haut et au bas du formulaire.

b) La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

Si la réponse est Oui, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

PARTIE D - AUTORISATION

13. Chargé de projet de l'organisme

Cette case doit être remplie et signée par le chargé de projet pertinent (c.-à-d. la personne qui est responsable de ce projet ou qui connaît le besoin au ministère ou à l'organisme client. On peut, à l'occasion, communiquer avec cette personne pour clarifier des renseignements figurant sur le formulaire.

14. Responsable de la sécurité de l'organisme

Cette case doit être signée par l'agent de la sécurité du ministère (ASM) du ministère indiqué à la case 1 ou par son remplaçant ou par le responsable de la sécurité du fournisseur.

15. Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

Un Guide de sécurité ou un Guide de classification de sécurité sont utilisés de concert avec la LVERS pour faire part d'exigences supplémentaires en matière de sécurité qui n'apparaissent pas dans la LVERS et/ou pour éclaircir certaines parties de la LVERS.

16. Agent d'approvisionnement

Cette case doit être signée par l'agent des achats qui fait fonction de gestionnaire du contrat ou du contrat de sous-traitance.

17. Autorité contractante en matière de sécurité

Cette case doit être signée par l'agent de la sécurité du marché. Lorsque TPSGC est le responsable de la sécurité du marché, la Direction de la sécurité industrielle canadienne et internationale (DSICI) doit remplir cette case.