



SPECIFICATIONS

SOLICITATION #: 22-58148

BUILDING: SAS
110 Gymnasium Place Avenue
Saskatoon, SK

PROJECT: SAS - IPF Elevator Modernization

PROJECT #: SAS-6194

Date: March 2023



SPECIFICATION

TABLE OF CONTENTS

Construction Tender Form

Buy and Sell Notice

Instructions to Bidders

Acceptable Bonding Companies

Articles of Agreement

Plans and Specifications

A

Terms of Payment

B

General Conditions

C

Labour Conditions and Fair Wage Schedule	D
N/A	
Insurance Conditions	E
Contract Security Conditions	F
Security Requirement Check List	G

Construction Tender Form

Project Identification **SAS – IPF Elevator Modernization**

Tender No.: 22-58148

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 His Majesty the King in Right of Canada (hereinafter referred to as “His 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
Finance and Procurement Services Branch	Direction des services financiers et d'approvisionnement

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 His 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

Finance and Procurement Direction des services financiers
Services Branch et d'approvisionnement

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
Finance and Procurement Services Branch	Direction des services financiers et d'approvisionnement

1.10 Execution of Tender

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

**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

BUYANDELL NOTICE

SAS - IPF Elevator Modernization

The National Research Council Canada, 110 Gymnasium Place, Saskatoon, SK, has a requirement for a project that includes:

Work under this contract covers the complete modernization of the IPF elevator in the Council's Building 110 Gymnasium Place of the National Research Council.

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 March 28th and March 29th, 2023 at **10:00**. Meet Jazmin McLean at SAS Building, 110 Gymnasium Place, Saskatoon, SK. 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.**

As proof of attendance, at the site visit, the Contracting Authority will have an Attendance Form which **MUST** be signed by the bidder's representative. It is the responsibility of all bidders to ensure they have signed the Mandatory Site Visit Attendance form prior to leaving the site. Proposals submitted by bidders who have not attended the site visit or failed to sign the Attendance Form will be deemed non-responsive.

3. TENDER CLOSING DATE:

Tender closing date is April 12th, 2023 at 14:00.

4. TENDER RESULTS

Following the Tender closing, the tender results will be sent by e-mail to all Contractors who submitted a tender.

5. SECURITY REQUIREMENT FOR CANADIAN CONTRACTORS

5.1 MANDATORY SECURITY REQUIREMENT:

.1 All personnel that will be involved with the project must be security screened to **RELIABILITY** status level as defined in the security policy of Canada.

6.0 WORKSAFE SASKATCHEWAN

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

7.0 OFFICE OF THE PROCUREMENT OMBUDSMAN

- .1 **Dispute Resolution Services**
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, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa-opo.gc.ca.
- .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 supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this 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, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa-opo.gc.ca.
- .3 The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa-opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

The Departmental Representative or his designate for this project is: **Jazmin McLean**
Jazmin.McLean@nrc-cnrc.gc.ca
Telephone: **(306) 550-2034**

Contracting Authority for this project is: **Collin Long**
Collin.Long@nrc-cnrc.gc.ca

INSTRUCTIONS TO BIDDERS

Article 1 – Receipt of Tender

- 1a) Tender must be received **by email only** not later than the specified tender closing time. Electronic bids received after the indicated closing time - NRC servers received time - will be irrevocably rejected. Bidders are urged to send their proposal sufficient time in advance of the closing time to prevent any technical issues. NRC will not be held responsible for bids sent before closing time but received by the NRC servers after the 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 **email only** provided that such amendments are received not later than the specified tender closing time.
- 1d) Any amendments to the tender which are transmitted by **email only** must be signed and must clearly identify the tenderer.

All such amendments are to be addressed to:
National Research Council of Canada
Collin Long, Senior Contracting Officer

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 contracts 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 takes precedence.
- 8) The Council does not bind itself to accept the lowest or any tender.

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 only**:
National Research Council Canada

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) bonds of the Government of Canada, or bonds unconditionally guaranteed as to principal and interest by the Government of Canada; **OR**
 - ii) 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.
- 1c) 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 bond or E-bond Security must be in the ORIGINAL form. PDF via email is acceptable. FAILURE TO PROVIDE THE REQUIRED BID SECURITY SHALL INVALIDATE THE TENDER.

- 1d) 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.
- 1e) 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 – 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.
- 1) 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 7 – 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 8 – 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 9 – 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 10 – 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-58, 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 will accept the Lowest Compliant Bid for Contract Award.

Article 11 – 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

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

His Majesty the King, in right of Canada (referred to in the contract documents as “His 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, His 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 His 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, His 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 His 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 His 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 His 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 His 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

DIVISIONS / SECTIONS of SPECIFICATIONSPages

Division 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 01 10 - Table of Contents..... 1
Section 00 10 00 - General Instructions.....13
Section 00 15 45 - General and Fire Safety Requirements.....6

Division 01 – GENERAL REQUIREMENTS

Section 01 11 00 – Technical Specifications.....39

DRAWING LISTSheet No.

Floor Plans, Schedules, Notes.....E1.0
Specifications.....E2.0

END OF TABLE of CONTENTS

1. SCOPE OF WORK

- .1 Work under this contract covers the complete modernization of the IPF elevator in the Council's Building 110 Gymnasium Place of the National Research Council.

2. DRAWINGS

- .1 The following drawings illustrate the work and form part of the contract documents:
 - .1 E1.0 – Electrical - Floor Plans, Schedules, Notes
 - .2 E2.0 – Electrical - Specifications

3. COMPLETION

- .1 Complete all work within 30 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 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. DESIGNATED SUBSTANCES

- .1 Comply with Provincial legislation if encountering specifically listed designated substances on the work site while performing the work described in these contract documents:
 - .1 It is the responsibility of the Contractor to ensure that each prospective sub-contractor for this project has received a copy of the listed designated substances which may be present on site.

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 ESCORTING REQUIREMENTS

- .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 shall 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 14 day(s) 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 assume responsibility for recording and distributing minutes.

15. SHOP DRAWINGS

- .1 Submit to Departmental Representative for review, shop drawings, product data and samples specified within three 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 two week 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 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 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 Parking is not provided. Contractor can choose to arrange parking with University of Saskatchewan's Parking and Transportation Services department.

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 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.

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

- .1 Unless otherwise specified, comply with manufacturer's latest printed instructions for materials and installation methods.
- .2 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.

- .4 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.
 - .1 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.
- .7 Submit tenders assuming existing or new equipment and systems will not be used for temporary heating and ventilating.
- .8 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 hours 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 12mm (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 one (1) bilingual copies of maintenance manuals and one 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.

END OF SECTION

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 all provincial OSH regulation. 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.
 - .1 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 Provincial OSH regulation.
 - .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 Proper Emergency phone number.
- .8 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.
- .9 The Contractor shall provide safety orientation to all its employees as well as those of any sub-contractors under its jurisdiction.

- .10 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.
- .11 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.
- .12 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:
 - a. Standard No. 301 - June 1982 "Standard for Construction Operations";
 - b. Standard No. 302 - June 1982 "Standard for Welding and Cutting".

.2 Smoking

- .1 NRC Saskatoon is a designated non-smoking site. Smoking only allowed in designated areas on University of Saskatchewan 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 emergency phone numbers which will be provided at the project kick off meeting.
4. When reporting a fire by phone, give the location of fire, building number and be prepared to verify location.
5. 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:
 - a. Kettle area - 1-20 lb. ABC Dry Chemical;
 - b. Roof - 1-20 lb. ABC Dry Chemical at each open flame location.
- .3 Provide fire extinguishers equipped as below:
 - c. Pinned and sealed;
 - d. With a pressure gauge; and
 - e. 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 2 thermometers or gauges in good working order; a hand held 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 two hours after the termination of any hot work operation.
- .2 For temporary heating, refer to General Instructions Section 00 010 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 work day 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 and/or clarifications

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

END OF SECTION

Table of Contents

Definition of terms.....	3
1.0 General Requirements.....	4
1.1 Scope of Work.....	5
1.3 Site meetings.....	5
1.4 Site Drawings	5
1.5 Site Conditions	5
1.6 Welding.....	6
1.10 Contract.....	7
1.12 Payment Milestones.....	7
1.17 Warranty and Warranty maintenance.....	30
1.18 Total Performance.....	8
1.19 Code requirements.....	8
1.20 Shop Drawings.....	8
1.21 Project Manuals	9
1.22 Elevator Keys	9
1.25 Storage	9
1.26 Floor Designation	9
1.27 Out of scope	9
1.28 Materials and workmanship	10
1.30 General operation	10
2.0 Installation Sequence.....	11
3.0 Equipment Specifications.....	11
3.1 Power Supply	11
3.2 Speed	11
3.3 Capacity.....	11
3.4 Electrical.....	12
3.6 Scaffolding.....	13
3.7 Fire Alarm.....	13

3.8	Painting	13
3.9	Equipment Guarding.....	13
3.12	New equipment.....	14
3.14	Traction Machine	15
3.17	Unintended movement and ascending car over speed protection	15
3.18	Landing System	15
3.20	Overspeed Governor	15
3.21	Controller	16
3.33	Car Safety Plank.....	24
3.37	Car Top	26
3.39	Pit Equipment.....	26
3.40	Car and Counter Weight Guide Rail	27
3.41	Counterweight Assembly	27
3.42	Counterweight Roller Guides	27
3.43	Car Roller Guides.....	28
3.44	Hoistway limit Switches	28
3.45	Travelling cables.....	28
3.47	Elevator Hoist Ropes	29
3.48	Pit floor	29
3.49	Pit Switch.....	29

Definition of terms

Car Acceleration

Is measured in m/s^2 . Determines how long it takes before the car reaches its maximum speed in the up or down direction.

Change Order

A change order is a written amendment to the contract prepared by the consultant and signed by the owner and the contractor agreeing to a change to the contract upon:

- a. A change in work
- b. A positive or negative change to the contract amount
- c. A reduction or extension of the contract time.

Consultant

The consultant is the person or entity engaged by the owner to act on the owner's behalf, as used herein refers to Goodwen Management Inc.

Contractor or Elevator contractor

The person or entity designated in writing to furnish labor and materials for the execution of the work as per the bid document.

Inspecting Authority

Inspecting authority as used herein, refers to Technical Safety Authority of Saskatchewan (TSASK).

Maximum Jerk

Jerk is measure in m/s^3 . Is the time-derivative of acceleration.

Owner

The owner is the person or entity which enters into the agreement separately with the consultant and the contractor, as used herein the owner refers to National Research Council of Canada.

Place of the work

The place of the work is the designated site or location of the work identified in the proposal documents.

Project

The Project means the total construction contemplated of which the work may be the whole or a part.

Shop Drawings

Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, product data and other data which the contractor provides to illustrate details of portions of the work.

Selective Collective Automatic – definition according to ASME A17.1/ CSA B44 2013

Selective collective automatic operation by means of one button in the car for each landing served and by “UP” and “DOWN” buttons at the landings, wherein all stops registered by the momentary actuation of the car button are made as defined under nonselective collective automatic operation, but wherein the stops registered by the momentary actuation of the landing buttons are made in the order in which the landings are reached in each direction of the travel after the buttons have been actuated. With this type of the operation, All “UP” landing calls are answered when the car is traveling in the up directions and all “DOWN” landing calls are answered when the car is traveling in the down direction, except in the case of the uppermost or lowermost calls, that are answered as soon as they are reached, irrespective of the direction of travel of the car.

Substantial Performance

Substantial performance is reached upon the following:

- a. New equipment is installed
- b. Elevator has been commissioned to full speed
- c. Elevator has been inspected by TSASK
- d. Inspection report has been submitted to consultant
- e. Outstanding TSASK and consultant deficiencies have been completed.

Total Performance

Total performance is reached upon the following:

- a. Commissioning report has been completed and all deficiencies have been completed
- b. Operating, maintenance documents and spare parts list have been completed and approved
- c. Operating keys have been supplied to owner
- d. Spare parts have been supplied in machine room.
- e. Hoistway and machine room clean down.
- f. Removal of all construction material.

Turnkey operation

Turnkey operation is a complete system, engineered, designed, installed and inspected to provide a fully operational elevator.

Work

Work means the total construction and related services required by the bid documents.

End of Section

1.0 General Requirements

1.1 Scope of Work

- .1 The IPF elevator at the National Research Council of Canada building, TSASK GID # 4153 in Saskatoon SK shall be completely modernized. The existing elevator system shall be replaced, except for the elevator car, main guide rails and counterweight guide rails, which shall be retained.

1.2 Site meetings

- .1 A representative from the contractor is required to attend all site meetings scheduled by the owner or owner appointed representative. These include but are not limited to, a start-up meeting and bi-weekly site progress meetings. Site meeting costs are to be included in the bid document.

1.3 Employee Assignment

- .1 The contractor shall designate a lead mechanic at the start of the project. The lead mechanic will be assigned to the project for the duration. Should during the project the contractor wishes to make a change to personnel, the owner shall be notified in writing at least two weeks in advance. At the owner's sole discretion, the change may be approved or rejected.
- .2 The lead mechanic on the project will attend the construction start up meeting of the project. All costs associated are to be included in the bid price.

1.4 Site Drawings

- .1 The accuracy of any supplied drawings or possible missing information is not the responsibilities of the owner or the consultant. The contractor shall confirm all information on the drawings as accurate and shall assume all responsibility for conclusions, design or assumptions made as a result.

1.5 Site Conditions

- .1 Contractor is responsible for data, measurement or related information to complete the bid documents.
- .2 Unfamiliarity with site conditions or equipment will not be considered grounds for a change to bid price.
- .3 Upon award of contract the successful contractor shall proceed with a complete site review to confirm all data required to successfully complete the project.
- .4 The owner and consultant are not responsible for the accuracy of the data provided in this RFP or any information collected once the tender has been awarded. Contractor to collect and verify all information required to design, engineer and complete modernization of elevator.

1.6 Signage

- .1 Contractor shall post notice at each landing indicating that the elevator is under construction. The signage will be professionally produced including company name, warning of danger due to construction, warning of fall hazard. A short description of the work to be included with the aim of improving safety and reliability of the elevator.

1.7 Welding

- .1 All welding required to install elevator components shall be the responsibility of the elevator constructor and shall be included in the bid price. This includes but is not limited to installation of rail brackets and hall door equipment and hall push stations.

1.8 Hoisting beams

- .1 The contractor is responsible for installation of any hoist beams required to install the equipment.
- .2 An engineered approved letter shall be submitted to the owner prior to hoisting of any existing structure.
- .3 If the contractor utilizes a load test tag, any damage resulting from the test shall be the contractor's responsibility to repair, as per a structural engineer hired by the contractor. In no way shall the owner be responsible for damage from the testing.
- .4
- .5 The contractor shall provide the owner with a written lifting plan which has been approved by a competent employee that is designed to protect structure and life.

1.9 Cutting and Patching

- .1 Any cutting, patching or painting work required due to the installation of new equipment is the responsibility of the contractor. This includes but is not limited to:
 - a. Installation of new hall fixtures on existing surfaces
 - b. Installation of Webb phone on existing surfaces
 - c. Any area's that have a piping or trough
 - d. Any penetrations in the machine room floor from pre-existing equipment in the machine room floors and walls. Including holes and extruding bolts.
 - e. Installation of hoisting beams.

1.10 Sub-Contractor coordination

- .1 The elevator contractor must provide coordination and or Hoistway access with out-of-scope sub trades the contractor shall include 8 hours per elevator in the bid price. Should the contractor exceed this amount the contractor must provide documentation to substantiate the claim. The consultant will review and if verified the consultant will advise the owner of any additional cost.

1.11 Fire Proofing

- .1 If during the modernization process, the contractor has installed or disturbed existing penetrations through walls or floors the contractor shall provide fireproofing that complies with the local building code and TSASK requirements.

1.12 Contract

- .1 The contractor will provide a complete turnkey solution. All components, engineering, inspections and fees are to be included in the bid price.

1.13 Payment Milestones

- .1 Progress payments will be made to the contractor according to the milestone payment schedule below. Contractor shall complete the provided milestone declaration, contractor invoice, and submit by email to the consultant for approval. A 10% holdback shall be applied to all invoices. Once the consultant has approved the milestone payment the consultant shall notify the owner to process the invoice. Any invoice's submitted without consultant's authorization or without the proper documentation shall be rejected.

Progress Payment	Milestone	Percent of contract value
Payment #1	Weighing of elevator car	15%
Payment #2	Shop Drawing - draft	15%
Payment #3	Shop Drawing - Final	15%
Payment #4	Material Delivery on site	35%
Payment #5	Elevator #1 TSASK Inspection complete and turnover	15%
Payment #7	Total Performance complete	5%

1.14 Work Force

The contractor shall provide an installation crew that meets the following:

- .1 A supervisor who is not a part of the installation crew shall attend site meetings. Construction shall not be affected by contractors attending site meetings or providing updates on the project
- .2 The construction crew shall be experienced and competent in all aspects of the work required to complete the project
- .3 Consist of one recognized mechanic and one helper
- .4 Workday shall be Monday – Friday 8:00 AM to 5:00 PM as per IUEC Local 102 regulations unless alternate workday is agreed to by the owner, contractor and IUEC Local 102
- .5 The team shall work continuously without interruption
- .6 If the progress of construction is affected by the installation team, to the detriment of the project, the owner can request a change to the installation team.

1.15 Total Performance

- .1 Total Performance shall be met once the following have been submitted and approved by consultant and owner:
 - a. 1 hard copy and 3 digital files of owners operating and maintenance manuals
 - b. TSASK acceptance has been completed and all deficiencies have been completed
 - c. Consultant commissioning report has been completed and all deficiencies have been completed.
- .2 Contractor has submitted a warranty letter.
- .3 PST Clearance letter
- .4 Logbook has been supplied in machine room.
- .5 Contractor to supply 5 copies of each key, for each key switch installed in the elevator
- .6 Electrical schematics have been supplied in the machine room.

1.16 Code requirements

- .1 Elevator design to meet or exceed ASME A17.1/ CSA B44 2013 Code except where noted in this document.
- .2 The elevator equipment shall comply with all local building codes.
- .3 All new components meet CSA approval.
- .4 All components meet CEMA, NEMA or standards.
- .5 Where a conflict is noted between the code requirement and the specifications, the code requirement will take precedence.
- .6 Contractor shall obtain all licenses, permits and variances required by city, provincial or inspection authority in order to provide a complete turnkey elevator. All costs shall be included in the bid price.
- .7 Any cost associated with inspection of the elevator, including any additional inspections related to acceptance, fire alarm, emergency power and after-hours testing shall be included in the bid price. The owner and or consultant are not responsible for any costs associated to inspection of the elevator. The contractor is responsible to provide an elevator that has met all requirements by the local authority.

1.17 Shop Drawings

Contractor shall provide the following shop drawings:

- .1 Fixture Drawings.
- .2 General arrangement, hoist way, machine room, hall door configuration, pit equipment and reaction forces.
- .3 TSASK stamped submission drawings from an engineer registered within Canada.

1.18 Non-Proprietary Letter

The contractor shall include with the tender proposal a Non-Proprietary letter which shall contain:

- .1 Company letter head
- .2 Date
- .3 Signature of senior management
- .4 Detailed description of the equipment to be installed
- .5 A declaration that the elevator equipment that will be installed is completed Non-Proprietary including but not limited to timers, software, diagnostic tools, fixtures and DOP's.

1.19 Project Manuals

- .1 Contractor shall provide 1 hard copy and 3 digital files of maintenance and operating manuals.

1.20 Elevator Keys

- .1 Contractor shall provide 5 copies for every key switch used in the modernization.
- .2 The keys shall be:
 - a. X4001 - Independent Service, Light, Fan, Service Panel and COP Access
 - b. X4002 – Hoistway Access Enable, Hoistway Access and in car run-stop
 - c. FEO-K1 – Firefighter operation and Standby power
 - d. X4010 – Restricted Access

1.21 Trademarks

- .1 The contractor shall not apply any trademarks to the car operation panel, car sills or any component of the car interior without the permission of the owner.

1.22 Floor Protection

- .1 Contractor shall provide flooring protection where damage may occur during the modernization. This includes but is not limited to cab floor, hall landing floors, hallways and stairways. Failure to adequately protect the owner's property will result in a charge to the contractor to repair the damage.

1.23 Storage

- .1 There is limited storage available on site. The contractor is responsible for any additional storage that may be required.

Out of scope

- .1 Electrical disconnects.
- .2 Electrical upgrade in machine room.
- .3 Electrical upgrade in elevator pit.
- .4 Fire Alarm signal will be provided to elevator controller.
- .5 Electrical upgrade to generator if required.
- .6 Telephone line will be provided to elevator controller in the machine room.

1.24 Materials and workmanship

- .1 Provide all new materials and equipment.
- .2 All materials where applicable shall be CSA approved.
- .3 Install equipment in a neat, accurate, workmanlike manner.
- .4 Comply with the directives of the consultant.

1.25 Housekeeping

- .1 Contractor shall ensure that the work area is always kept clean and free of rubbish.
- .2 Housekeeping shall be performed on a task performed basis and shall not be left until the end of each workday.
- .3 At the end of each workday a complete site review and clean up shall be completed.
- .4 Material and rubbish will not be left in hallways, stairwells or at the entrance to stairs.
- .5 Contractor shall be provided with written notice if housekeeping is an issue. A charge back for the removal of material if the contractor does not remedy the situation within one day.

1.26 General operation

- .1 The contractor shall provide a complete turnkey elevator system. The elevator shall be engineered by the contractor as a complete unit. Elevator shall be selective collective automatic.

1.27 Car Weight

1. The contractor shall weigh the existing car to verify that the car weight match's car data plate and/or original drawings.
2. The contractor shall provide confirmation that the addition of, but not limited to, car top handrail and new components to be added during the modernization, will not result in a 5% increase or decrease beyond what is allowed by ASME A17.1/ CSA B44 2013.
3. The contractor shall notify the owner and consultant if the modernization will exceed the 5% allowable by code within 30 days of the execution of the modernization contract. The owner and consultant will then notify the contractor on the course of action to remedy the situation. If notification is not received within 60 days of the execution of the contract, the contractor is responsible for all costs associated with the weight increase. Successful contractor will submit Schedule A within 30 days to the consultant with notification that the modernized elevator will conform to ANSI A17.1/CSA B44-2013.

End of Section

2.0 Installation Sequence

Contractor shall include in bid price:

- .1 Demolition of IPF elevator#1
- .2 Installation of IPF equipment of #1
- .3 Inspection and turnover of#1
- .4 De-mobilization from site.

End of Section

3.0 Equipment Specifications

3.1 Power Supply

- .1 Contractor to confirm power supply.
- .2 Contractor to confirm that the equipment in the bid proposal will operate without major alterations to the electrical service.

3.2 Speed

- .1 Maintain the existing speed.

3.3 Capacity

- .1 Maintain the existing capacity.

3.4 Controller Data tag



3.5 COP



3.6 Electrical

- .1 All wiring shall meet or exceed the CEC 2010.
- .2 The elevator contractor shall subcontract an electrical company, registered in Saskatchewan to complete the necessary electrical upgrades as per Schedule 1. All costs associated with the electrical scope of work shall be included in the bidders proposal. The elevator contractor shall include the electrical company name and brief description in their proposal.
- .3 Elevator contractor shall provide all signage required on main disconnect, aux disconnects, and lighting disconnects as required by ANSI A17.1/CSA B44-2013 and Canadian Electrical Code.
- .4 A separate minimum #14 awg bond wire shall be installed in all conduit, liquid tight armour. All conduit and wire ways shall be bonded.
- .5 Armour cable and liquid tight flex is allowed, where a flexible connection is required.
- .6 No run of liquid tight flex or armoured cable shall exceed 1 metre in length in the machine room, Hoistway, elevator pit and car top.
- .7 Supply and install a junction box mounted on the outside of the controller, the owner shall provide a telephone line to the junction box. The contractor is responsible for the telephone line after the junction box.
- .8 Hoistway wiring shall be rated at 300 Volt minimum #18 awg. Low voltage wiring shall be protected by liquid tight armor cable on the car top, Hoistway and machine room.
- .9 All electrical work, including labor, material and permits required to operate the complete elevator system after the main disconnect and all its components, is the responsibility of the elevator contractor. This includes but is not limited to lobby rescue stations, fire lobby stations and elevator monitoring stations.

3.7 Emergency Power

- .1 The existing elevator is on emergency power. All new components shall meet a minimum of the ASME A17.1/ CSA B44 2013 and applicable building code requirements for emergency power.
- .2 The contractor shall confirm that the equipment supplied for the modernization will allow the elevators to function under emergency power in the same configuration and power requirement as existing to meet ANSI A17.1/CSA B44 2013 code requirements and Canadian Electrical Code. The contractor shall confirm that the complete elevator system meets or exceeds ANSI A17.1/CSA B44-2013 2.27.2 and Canadian Electrical Code 38-091
- .3 The elevator controller will disengage the regenerative drive feature while the elevator is on emergency power configuration.

3.8 Scaffolding

- .1 Contractor is responsible for all scaffolding required to install the elevator equipment.
- .2 Scaffolding must meet Saskatchewan OH and S act and regulations.
- .3 Scaffolding and safety equipment shall be included in the contractors bid price.

3.9 Fire Alarm

- .1 Elevator shall be connected to the building fire alarm system to meet the requirements of ASME A17.1/ CSA B44-2013. Elevator operation shall include fire fighters Phase 1 and Phase 2 as required by ASME A17.1/ CSA B44-2013, local authority requirements and the National Building Code.

3.10 Painting

- .1 Apply 2 coats of gray gloss paint to machine room floor once substantial completion has been reached.
- .2 Apply 2 coats of yellow high gloss to car top to indicate refuge area.
- .3 Apply 2 coats of gray gloss paint to elevator pit floor.
- .4 Apply 2 coats of yellow anti corrosion paint to pit ladder
- .5 Apply 2 coats of yellow gloss paint in elevator pit to indicate refuge area
- .6 Apply 2 coats of yellow gloss paint to machine room guarding
- .7 Pit Steel and buffers shall meet paint requirements as detailed in applicable section.

3.11 Equipment Guarding

The contractor shall supply and install guarding:

- .1 Made of steel, has access panels, doors or is removal to allow access for maintenance and replacements of components
- .2 The contractor shall supply and install equipment guarding shall be designed for elevator use and shall be certified to meet the minimum guarding requirements as per ASME A17.1/ CSA B44 2013 2.10 code requirements
- .3 Apply 2 coats of bright yellow paint to all equipment guarding.
- .4 Provide that certification that the guarding meets TSASK requirements and ASME A17.1/ CSA B44 2013 2.10 for equipment guarding.

3.12 Barricades

1. Provide barricades at all entrances where the car top or pit will be accessed.
2. Provide barricades at any entrance where there is a danger to the public.
3. Barricades shall meet Saskatchewan OH and S for a Hoistway.
4. On multiple Hoistway installations the contractor shall provide a physical separation between Hoistway. The cost of shall be included in the tender price.

3.13 New equipment

- .1 Microprocessor controller
- .2 Gearless traction machine
- .3 Lobby rescue station
- .4 Car top sheave
- .5 Deflector sheave
- .6 Hoist ropes
- .7 Rope gripper
- .8 Governor
- .9 Governor cable
- .10 Governor idling sheave
- .11 Car operating panel
- .12 Car landing system
- .13 Floor position indicator/direction arrows on main floor
- .14 Toe guards
- .15 Hoistway riser
- .16 Fixtures
- .17 Elevator car rollers
- .18 Counterweight rollers
- .19 Safety plank, car safeties and all interconnecting linkages
- .20 Travelers
- .21 Hoistway wiring
- .22 Hoistway switches
- .23 Car top station
- .24 Aluminum ASME A17.1/ CSA B44 2013 2.10 code compliant Car top handrail
- .25 Car gate switch's
- .26 Interlocks, pickup rollers and mounting hardware
- .27 Hoistway access
- .28 Crosshead data plate
- .29 Roller Guides
- .30 Pit steel
- .31 Buffers and stands

3.14 Retained equipment

- .1 Main and counterweight guide rails
- .2 Elevator sling and cab

3.15 Gearless Traction Machine

- .1 New gearless traction machine consisting of an AC motor and sheave. The gearless traction machine shall be engineered as a complete unit.
- .2 The traction machine shall be of the most current design. The manufacture shall have at least 10 years proven history in the elevator industry.

3.1 Traction Sheaves

- .1 Remove, supply and install new sheaves in the hoistway and machine room as per elevator contractors engineered stamped submittal drawings. All sheaves shall be replaced.
- .2 Traction sheaves shall be engineered to provide a minimum of 25 years of hoist rope life.

3.2 Compensation

- .1 If compensation is required:
 - a. Install new compensating cable.
 - b. Install a new sway less dampening device.
 - c. Install a pull-out switch.

3.3 Unintended movement and ascending car over speed protection

- .1 The Controller and Traction Machine shall provide unintended and car overspend protection which complies with ASME A17.1/ CSA B44 2013.
- .2 The design used to comply with this code shall be engineered as a complete system.
- .3 If a Hollister-Whitney rope gripper is used to meet this code requirement, then the contractor shall provide:
 - a. Written confirmation that the contractor has confirmed directives from Hollister-Whitney bulletin #1164
 - b. Written confirmation that the contractor has completed the acceptance criteria for model installed.

3.4 Landing System

- .1 Supply and install a new landing system:
 - a. That is engineered and designed to meet the speed and load rating of the elevator
 - b. Is designed as a complete system, meets the ASME A17.1/ CSA B44 2013 for collective selective automatic operation and leveling

3.5 Load Weighing Device

- .1 A load weighing device shall be provided.
- .2 The device shall not allow the elevator to operate when more that the rated capacity of the elevator capacity had been placed in the elevator.
- .3 The load weighing device shall be field adjustable.

3.6 Over speed Governor

- .1 Supply and install a new governor in the machine room which meets ASME A17.1/ CSA B44 2013 code requirements and meets the requirement of the capacity and speed on the installation.

- .2 Governor shall be tested, preset and sealed at the factory. Should adjustment be required during TSASK inspection a new seal shall be installed and recorded in the logbook.
- .3 Supply and install a new governor rope which meets ASME A17.1/ CSA B44 2013 code requirement. Data tag shall be installed on the governor cable.
- .4 Supply and install a new governor tension weight. The governor tension weight shall meet the requirements of the governor as per manufactures requirements.
- .5 Governor tension weight shall be rail mounted.

3.7 Controller

- .1 Supply and install a microprocessor controller that meets at a minimum ASME A17.1/ CSA B44 2013.
- .2 Controller operation shall be selective collective automatic operation.
- .3 Controller manufacture shall have at least 10 years of experience in producing controllers for the elevator industry.
- .4 Controller shall contain all interconnections, circuit boards and software to allow for connection to the owner's security system. A junction box with all interconnection shall be mounted on the outside on the elevator controller. All wiring shall be permanently labelled and installed in a terminal strip.
- .5 The contractor shall provide conduit and wiring to connect to the owners existing security system.
- .6 Lexan panel for security and mounting studs on the inside of the COP panel. Contractor shall provide mounting hardware on the back of the COP.
- .7 A junction box will be mounted to the outside of the controller. The cover will be labelled in a permanent and legible manner "**Trades Person's Junction Box**". The emergency communication line, security interconnections and fire alarm signals will be installed on a terminal strip in the junction box. All interconnections shall be permanently labelled in a professional manner using a labeller. The phone number for the emergency communication line will be permanently and legibly place on the cover of the junction box.
- .8 Controller shall contain a regenerative drive component to reduce the operational cost of the elevator system. The system shall **meet all requirements** of ANSI A17.1/CSA B44-2013 including but not limited to 2.27.2 and Canadian Electrical Code 38-091. The regenerative drive component will be automatically disengage during emergency power operation.
- .9 If a power outage should occur the elevator shall restart and resume operation when power is restored without the need to reset the controller.
- .10 The controller shall be non-proprietary and shall not contain any system disabling maintenance timer or counter or any other type of system that will make it unable to be maintained by any other elevator company. The regenerative drive function shall disengage during operation on emergency power. The system shall not allow any flow of electricity to return to the emergency generator.
- .11 All diagnostic tools, reset tools manuals and troubleshooting material required to maintain the elevator shall become property of the owner once the installation has reached substantial completion.
- .12 A VVFD drive of the latest design shall be used for motor control.
- .13 The controller shall:

- a. Have a non-proprietary design
- b. Provide built in diagnostic
- c. Provide built in troubleshooting
- d. Provide built in parameter adjustment
- e. Have a field adjustable timer which will turn off the cab lighting after a pre-determined amount of inactivity and turn the lighting back on during operation demand.
- f. Contractors, fuses, transformers, circuit boards and wiring terminal blocks shall be legibly marked in a permanent manner to indicate function. Labelling shall match electrical schematics. A copy of the electrical schematics shall be left in the controller for reference.

3.8 Door Operator

1. Supply and install a new closed loop high performance door operator **MOVFE 2500-HL** or consultant approved equivalent.
2. ½ or ¾ Hp motor and heavy-duty sprocket, chain, belt and sheaves.
3. Closed loop regulated speed performance.
4. On board keypad programming.
5. Optical cams with LED indicators.
6. Test switch for open, close, and nudging.
7. Door operator shall be rated for heavy doors.
8. Supply and install new clutch, pickup rollers, interlocks, zone locking and mounting plates or consultant approved equivalent.
9. Supply and install new car gate switch.
10. Supply and install door zone locking device which will mechanically lock the car door when the elevator is out of the door zone as per ASME A17.1/ CSA B44 2013.
11. Or consultant approved equivalent.

3.9 Door Protection

1. Supply and install a new **Panachrome Infrared 3D** system on each elevator car door which shall contain the following features:
 - a. Comply with ADA Act
 - b. Colored red/green indication to highlight door movement
 - c. Minimum 154 Beams
 - d. 120-240VAC Power Input, 18-25 VDC
 - e. 72.0" Level of Highest beam
 - f. 0.75" Level of Lowest Beam.

3.10 Hall Jamb

- .1 Stainless Steel floor tactile mounted on hall jambs shall contain braille markings and floor designation that are code compliant. The tactile lettering shall be 16-51mm and at a height of 1220-1525 mm off of the finished floor.

3.11 Hall doors

- .1 Supply and install engineered fire retainers on the top and bottom of all elevator doors.

- .2 Replace any hall door rollers show signs of excessive wear, bearings are noisy or are not smooth in operation.
- .3 Mark all hall doors with the floor level on the inside of the door. The signage shall be a minimum 4" X 4", using a stencil in a legible manner.
- .4 Supply and install lunar key access on all floors. Each hall door shall have a sleeve for the lunar key access that is permanently installed.
- .5 Supply and install new **Smartork** spirators on all hall doors.

3.12 Car doors

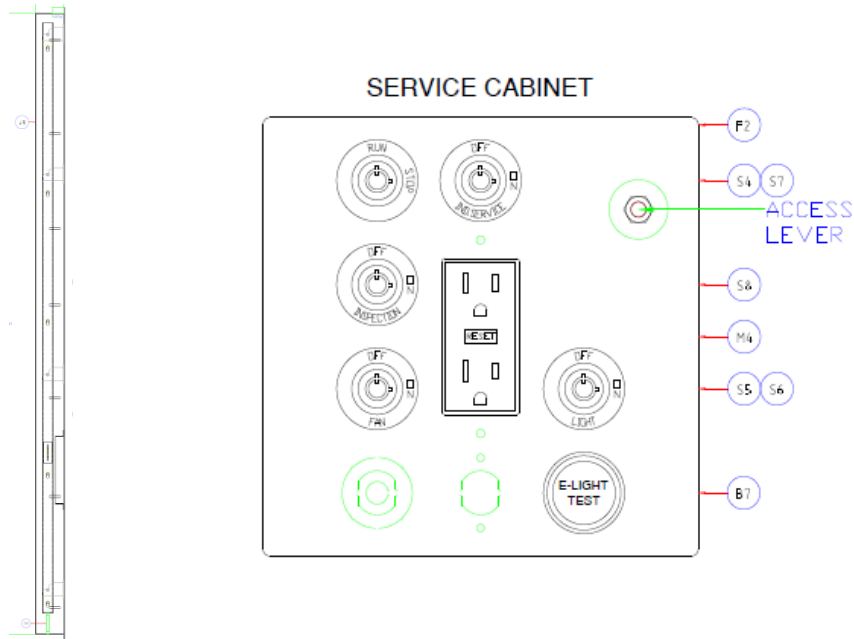
- .1 Replace car door header and all car door rollers.
- .2 Ensure that car doors open, and close cycles are smooth with no vibration or noise.
- .3 Install engineered fire retainers on the top and bottom of car doors.
- .4 Replace or reskin the existing car door with #4 stainless steel.
- .5 Replace car sill. The new sill shall be mounted to be flush with the flooring installed by others. The contractor will include coordination with the flooring contractor to determine the new sill height in the bid price.

3.13 Car Operating Panel

- .1 Supply and install a new full length #4 brushed stainless steel applied Car Operating Panel. Car Operating Panel to conform to current ASME A17.1/ CSA B44-2013 Code and CAN/CSA B44 – 13 Appendix E.
- .2 The existing floor designations shall be retained.



- .3 Car Operating Panel shall be installed flush in the return, open on hinges for full access. Car operating panel access shall be a lever located in the service cabinet. Cam and lock assembly shall be field adjustable to ensure that the Car Operating Panel will mount flush on all sides.



- .4 Car buttons shall be:
a. Push Button: **Sherman**
b. Illumination: **White**
c. Tactile: **Caesar White illuminated**
d. Plate Material: **#4 Stainless-steel**



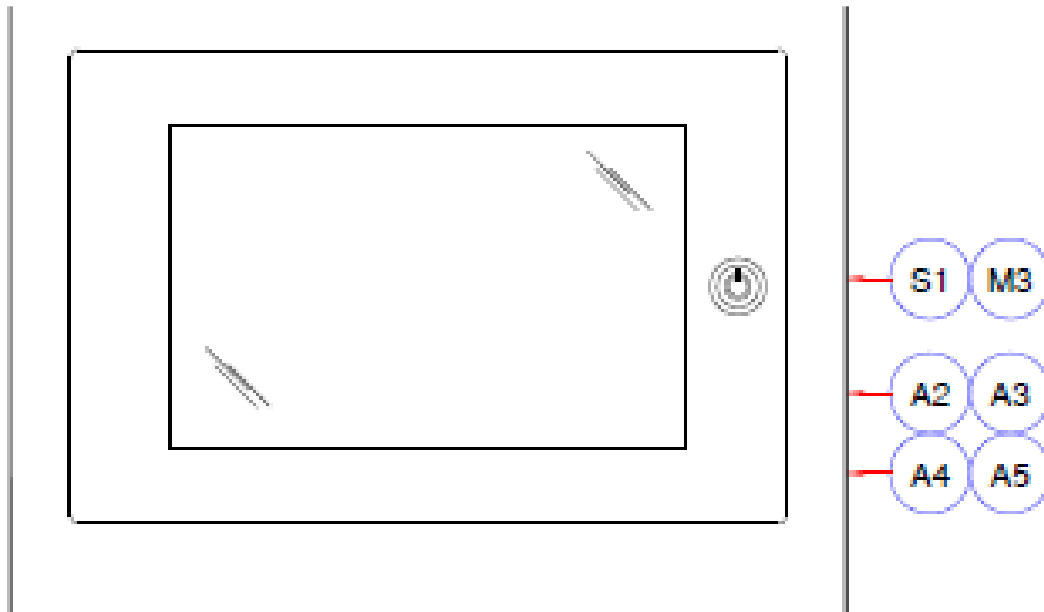
- .5 Door open, door close, alarm and telephone button push buttons shall be stainless steel.
a. Door open shall illuminate white, red when activated.
b. Door close shall illuminate white, red when activated.
c. Alarm shall illuminate red, red when activated. Alarm shall illuminate red, red when activated. Button shall include a button collar (Part No: BECVF0000.00)

- d. Emergency phone shall illuminate constant red. Alarm shall illuminate red, red when activated. Button shall include a button collar (Part No: BECVF0000.00)
 - e. Supply and install a new license holder in the COP of each elevator cab. The license shall be able to be accessed by a recessed door with a keyed lock. The license shall be accessed without requiring the opening of the COP. Contractor shall provide two keys per elevator for the keyed lock.
- .6 Telephone push button shall be programmed to dial an emergency number supplied by the owner.
- .7 Supply a Position Indicator, position indicator shall be Mad Fixtures 7" Matisse



- .8 Supply a visual indicator and buzzer that will activate when the load weighing device indicates the elevator has exceeded capacity. Voice annunciation shall indicate the elevator is overloaded.
- .9 Supply and install a new license holder in the COP of each elevator cab. The license shall be able to be accessed by a recessed door with a keyed lock. The viewing panel shall be at a minimum 8.5" wide and

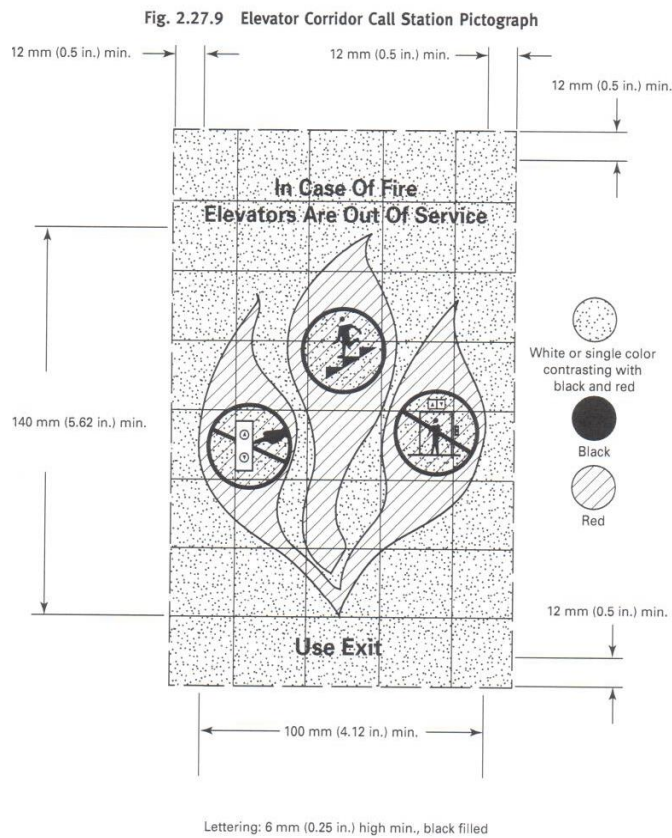
5.5" tall. The license shall be accessed without requiring the opening of the COP. Contractor shall provide two keys per elevator for the keyed lock.



- .10 Supply a security panel in the car operating panel for future security system.
- .11 Supply voice annunciation shall include the following:
 - a. A digitized human voice, the volume shall be field adjustable
 - b. Announce direction of travel upon arrival at floor
 - c. Announce floor landing upon arrival at floor
 - d. Announce when nudging is activated
 - e. Announce when elevator is on fireman's service
 - f. Announce door closing.
- .12 Supply and install a code compliant emergency light in car operating panel. Emergency light shall provide a minimum illumination at the car threshold of 50 lx, measured with the door closed.
- .13 The Car Operating Panel shall contain a lockable service cabinet which shall contain the following:
 - a. A toggle switch for the cab interior lighting.
 - b. A three position, keyed switch for the cab fan with off, low and high speed removable in all positions. The cab fan speed will be 250/350 CFM with a maximum fan noise of 55db measured .9 M off the finished floor
 - c. Independent service switch
 - d. Hoistway access enabling switch
 - e. A 120 volt 15-amp separate circuit GFI receptacle
 - f. Emergency stop switch
 - g. Emergency light test push button
- .14 The Car Operating Panel shall contain a Fire Service Cabinet which conforms to ASME A17.1/ CSA B44-2013 for phase 1 and phase 2 operation.

3.14 Hall Buttons

- .1 Hall buttons shall be:
 - a. Push Button: Sherman
 - b. Illumination: White
 - c. Plate Material: #4 Stainless-steel
- .2 Supply and install new #4 stainless steel hall stations which conform to ASME A17.1/ CSA B44-2013 Appendix E. All hall stations shall include an engraved Elevator Corridor Call Station Pictograph as per ASME A17.1/ CSA /CSA B44-2013 2.27.9.



- .3 Hall push buttons shall be vandal resistance standard EN81-71 cat 2, from the contractor's standard offering. Hall push buttons shall be stainless steel with a halo that illuminates green for the up direction and red for the down direction.

3.15 License Holder

- .1 Supply and install a new license holder in each elevator cab.

3.16 Hall position/direction indicators

- .1 Supply and install new #4 stainless steel combination hall position and direction indicators on all Levels. In the case where the location of the existing hall position indicators is moved the contractor shall cover the original junction box. Stainless steel plates are not allowed; the full panel shall be replaced to achieve an esthetically uniform finish.
- .2 Position Indicator shall be 4.3 Giotto.
- .2 Direction arrows shall be MAD Vandal Resistant CDA and installed on both sides of the elevator car door jamb.
- .3 Direction arrows shall be installed on both sides of the elevator car door jamb.



3.17 Hoistway Access

- .1 A Hoistway access enabling switch shall be mounted in the service cabinet of the Car Operating Panel.
- .2 A Hoistway access switch shall be installed in the sight guard of the terminal landings.
- .3 The travel of the elevator in either direction shall be limited to comply with ASME A17.1/ CSA B44-2013.

3.18 Lunar Key Access

- .1 Supply and install lunar key access at all floors.
- .2 Supply and install a stainless-steel sleeve for lunar key access at all floors.

3.19 2 – Way communication

- .1 Supply and install a lobby rescue station
- .2 Cover shall be #4 brushed stainless steel
- .3 The lobby station shall be flush mounted. Consultant approved surface location will be allowed when flush mount is not possible due to site conditions. If surface application is allowed the lobby station will be stainless steel cover and cabinet.
- .4 Lobby station shall be located in the elevator lobby and meet ASME A17.1/ CSA B44 2013 requirements
- .5 Contractor is responsible for mounting the cabinet, including any cutting of existing wall, all communication and power requirements. Contractor is responsible for making all repair to the existing finishes and will return to like new condition once complete.
- .6 LCD display to be in English

3.20 Car Safety Plank

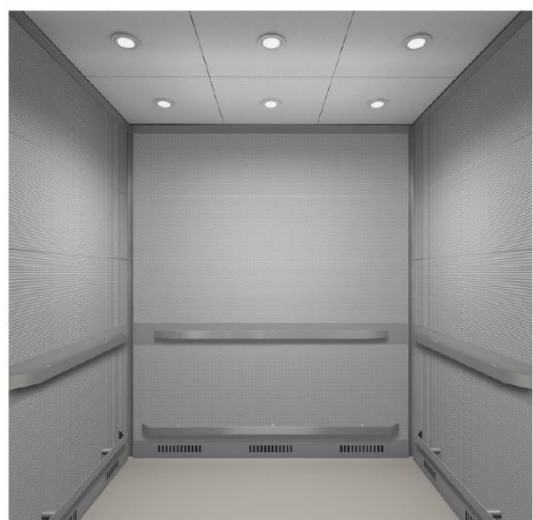
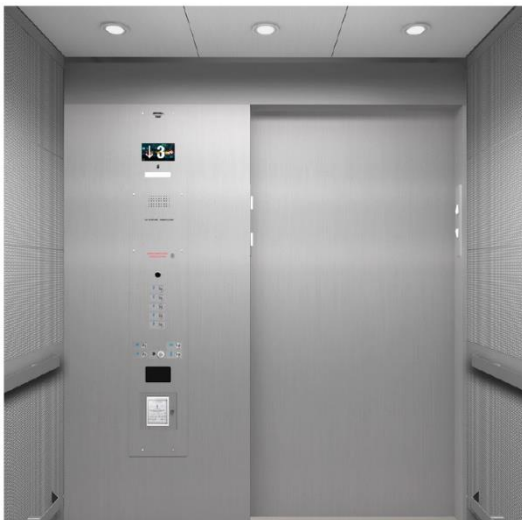
- .1 Contractor to replace with a new ANSI A17.1/CSA B44-2013 code compliant car safeties, safety plank and all related linkage that meet the service requirements of the elevator.

3.21 Toe Guard

1. Replace existing toe guards with new code compliant toe guard.

3.30 Car Enclosure

- .1 Reduced weight hang on panels shall be mounted horizontally.
- .2 Reveals will be stainless steel
- .3 4" stainless steel-clad base
- .4 All panels shall be will Linen Stainless Steel

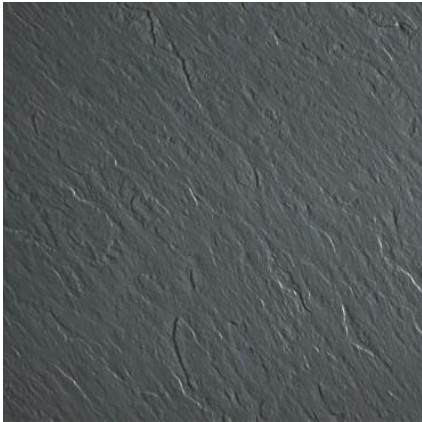


- Note: Ceiling not as shown
- .5 Flat handrail returned back to the wall at each end. The handrail will be compliant with B44-2013 Appendix "E" Requirements for Persons with Physical Disabilities.
 - .6 Provide and install new 3" stainless steel brushed # 4 finish flat bumper rails, one on each wall mounted at a height to be determined.

Handrail Type: 3" Flat



- .7 Provide and install one (1) new **Brushed Oil Rubbed stainless steel six section ceiling, with LED strip lights**. The ceiling will have six (6) panels with the emergency escape hatch location removal as per elevator safety code. All corners will be mitred, welded, and polished out to ensure a smooth finish is achieved. The ceiling will have proper hanging bracket which are through bolted into the cab roof from the elevator car top as per the elevator safety code. Provide all electrical disconnections and connections. Lighting level will shall meet ANSI A17.1/CSA B44-2013.
- .8 Provide and install new #4 brushed stainless steel to car door, inside door jambs, header, and front return with cut out for COP.
- .9 Provide and install aluminum pad hooks and fire rated tan canvas elevator pads with button hooks.
- .10 The contractor will engage a qualified subcontractor who will remove the existing sub flooring and flooring. A new subfloor and flooring shall be installed flush with the new car sill.
- .11 All costs associated with removal and installation of the new floor shall be included in the bid price.
- .12 All costs associated with removal and installation of the new floor shall be included in the bid price.
- .13 Flooring shall be American-Biltrite Marathon (MC-123) Natural Slate.



- .14 The new flooring shall be installed flush with the new car sill.
- .15 The contractor will include the costs of removing and re-installing any elevator related devices and components to install the new elevator interior.
- .16 Contractor will provide a story board and design drawings for owner's approval.

3.22 Car Top

- .1 Supply and install a Car Top Inspection box complete with 120 GFI plug and car top light.
- .2 Provide a new 120-volt 2 speed fan, controlled by toggle switch in the service cabinet of the Car Operating Panel.
- .3 Supply and install a new aluminum Top of Car handrail that meets current code requirements.
- .4 Supply and install a 4-foot LED fixture. The light shall be a weather resistance ceiling fixture, hazardous location Class 1 Div 2, 17W-60W, surface mount U.S.C.G Accepted U.L. 844, U.L 1598A. The light shall be operated by the light switch in the car top inspection station.
- .5 Refuge space on top of car enclosure shall be painted with two coats of yellow paint. The refuge area shall be a minimum of 600 mm X 600 mm and shall provide a minimum of 1100 mm of clear space when the elevator car has reached its maximum upward movement. Refuge space shall meet ASME A17.1/ CSA B44-2013 3.4.1.6.

3.23 Crosshead Data Plate

- .1 Provide and install a new crosshead data plate which shall contain:
 - a. Manufacture
 - b. Date of modernization
 - c. New car weight
 - d. Car speed
 - e. Car capacity.

3.24 Pit Equipment

- .1 Supply and install new car buffers. This shall include but not limited to pit steel, buffers stands and buffers.
- .2 Any exposed steel shall be painted with a minimum 2 coats of rust inhibiting primer and 2 coats of high gloss enamel paint.

- .3 Car and counterweight buffers are to be ruggedly built and designed to meet ASME A17.1/ CSA B44-2013 requirements.
- .4 Manufacture's label containing buffer stroke and load rating must be installed on each buffer. The label is to be protected during construction and painting to ensure that it remains legible.
- .5 If the existing pit ladder is not code compliant, replace with new.
- .6 All pit equipment shall meet the following paint specification:

Stage	Coating	Dry Film Thickness
Primer	Catha Coat 302HB Reinforced Inorganic Zinc	2-3 mils
Intermediate Coat	Bar-Rust 235PC Epoxy Coating	5-6 mils
Finish Coat	Bar-Rust 235PC Epoxy Coating	5-6 mils

If the finish is damaged during installation the paint must be repaired using manufacture procedure to ensure that the coating maintains the specified rust resistance.

3.25 Car and Counterweight Guide Rail

- .1 Existing guide rail brackets and guide rails shall be retained.
- .2 Contractor shall clean, remove imperfections and align to like new condition.

3.26 Counterweight Assembly

- .1 Retain and refurbish existing counterweight. Confirm that existing counterweight is code compliant. Supply and install new if the existing is not code compliant.
- .2 Refurbish and clean existing counterweight guarding, confirm that it is ASME A17.1/ CSA B44-2013 code compliant. Replace with new if existing counterweight guarding does not comply with ASME A17.1/ CSA B44-2013.
- .3 Supply and install additional counterweight biscuits, if required, to balance the system as per contractors engineered submission drawings; including any change required by cab finishes.

3.27 Counterweight Roller Guides

- .1 Supply and install new heavy-duty counterweight guide assembly suitable for the operating environment. Model of roller guides shall be based on the maintained speed and capacity of the elevator.
- .2 Counterweight roller guide assembly shall have:
 - a. Neoprene rubber roller wheels
 - b. Precision sealed ball bearings
 - c. Fully adjustable stabilizing spring on each roller.

3.28 Car Roller Guides

- .1 Supply and install new car heavy duty roller guide assembly suitable for the operating environment. Model of roller guide shall be based on the maintained speed and capacity of the elevator.
- .2 Car roller guide assembly shall have:
 - a. Neoprene rubber roller wheels
 - b. Precision sealed ball bearings
 - c. Fully adjustable stabilizing spring on each roller
 - d. Adjustable tops, in both post wise and front to back axes.

3.29 Hoistway limit Switches

- .1 Remove and dispose of all existing limit switches.
- .2 Install new normal and over travel limit switches mounted off of the guide rail.
- .3 Limit switches shall be rated for elevator use and be operated by a solid cam mounted to the elevator car.
- .4 Hoistway switches shall:
 - a. Be made of cast iron, entirely enclosed and of heavy-duty construction
 - b. Neoprene rubber roller with a bronze bushing
 - c. Contacts shall be copper, using a compression spring operated finder type.
- .5 Limit switches shall be permanently attached to a mounting bracket. After commissioning of the elevator, the mounting bracket shall be doweled in a minimum of two places to the guide rail by two ¼ bolts with washer and lock washer to ensure the limit switch will not move out of adjustment.

3.30 Travelling cables

- .1 Supply and install new travelling cables. Jacket – Black, 70° C polyvinyl chloride specifically compounded for flexibility and abrasion resistance. The finished cable complies with ANSI/ASTM, UL and CSA standards. It also meets EN or JIS requirements as needed and the UL VW-1 or UL-1581 and CSA FT1 flame requirements. Operating temperatures range from -15° C to +70°.
- .2 Travelling cable must have a minimum of 10% spare conductors in each cable, rated for the operational voltage and amperage for each conductor.
- .3 Traveler shall be continuous from controller to elevator car top.
- .4 Junction boxes in the hoistway or on the bottom of the elevator car are not allowed.
- .5 Traveler must contain at a minimum 4- #14 AWG for 120 Volt circuits.
- .6 Traveler must contain at a minimum 8 shielded pairs. *Shielded pairs will be left in the controller and the Car Operating Panel with enough wire to reach anywhere in the enclosure.* Shielded Pairs – 20 AWG insulated conductors, paired together with a short lay twist, shielded with 36 AWG bare copper braid for 85% coverage. They are jacketed with colored, flame-retardant 70° C polyvinyl chloride and comply with international requirements.
- .7 Traveler must contain a minimum 1 RG6/U Coaxial cable RG6/U Coaxial Cable – Primarily for CCTV applications. 75 ohms, UL listed, CSA certified. Center conductor is 20 AWG stranded

copper insulated with cellular polyethylene, wrapped with aluminum tape, braided with tinned copper and jacketed with flame-retardant PVC.

3.31 Elevator Hoist Ropes

- .1 Supply and install new Hoist ropes.
- .2 Hoist ropes shall be supplied from the same cable run and be matched sets.
- .3 Only wedge type shackles may be used.
- .4 Hoist ropes shall meet ASME A17.1/ CSA B44- 2013 requirements and engineered to meet the forces applied by the complete system. Data tag shall be provided and installed on the hoist ropes above the crosshead hitch plate.
- .5 Hoist Ropes shall be installed to meet runby clearance as per ASME A17.1/ CSA B44-2013.
- .6 The elevator shall be designed and engineered for an anticipated hoist rope life of a minimum 25 year life expectancy.

3.32 Pit floor

- .1 Once all work has been completed in the elevator pit two coats of high gloss grey paint shall be applied to the floor.
- .2 A refuge space shall be painted in yellow on the pit floor.

3.33 Pit Switch

- .1 Supply and install a new pit switch in the elevator pit of each elevator to meet ASME A17.1/ CSA B44-2013 requirements.
- .2 Pit Switch:
 - a. Shall be red in color
 - b. Shall be labelled
 - c. Shall not be of the knife contact type

End of Section

Appendix A - maintenance

1.28 Warranty and Warranty maintenance

- .1 Commencing at substantial completion the contractor shall provide 36 months' warranty on all materials, travel expense and labor. All costs associated with warranty shall be included in bid price.
- .2 Commencing 1 month after substantial completion and continuing monthly for a period of 36 months, warranty maintenance shall be provided. The cost of the monthly maintenance shall be included in the bid price and shall:
 - a. Provide a minimum of 1 hour per month of maintenance on each elevator. Travel time is not included in minimum onsite maintenance time.
 - b. Include any travel time required outside of Saskatoon.
 - c. Include 24-hour emergency phone line monitoring.
 - d. Include any call back time during the normal work period for the elevator trade. Monday-Friday, 8AM to 5PM
 - e. Include a module-based maintenance program. This program will outline the tasks to be completed each month
 - f. Provide an ASME A17.1/ CSA B44 code compliant logbook on site. Every maintenance visit and call back shall be recorded on site.
- .3 Sundries and mileage will not be charged on after hour call outs.
- .4 Misuse or vandalism is not covered under the warranty terms.
- .5 Maintenance billing shall be:
 - a. Billed Quarterly
- .6 Chargeable invoice shall be:
 - a. Billed Monthly
 - b. Provide detailed labor breakdown including travel and time on site
 - c. Provide the charge out rate for the labor
 - d. Sundries and mileage shall be included in the contract price. There will be no additional payment.
 - e. Travel time will be capped at 1.5 hours per call out.
- .7 The owner shall pay all invoices within sixty (60) days of receipt of the invoice, unless the invoice is in dispute.

1.29 ASME A17.1/CSA B44-2013 Code

- .1 All maintenance and testing shall meet ASME A17.1/CSA B44-2013 code requirements as determined by the Technical Safety Authority of Saskatchewan. There shall not be any additional cost to the customer as a result of the implementation of the ASME A17.1/CSA B44-2013 code or any variation of the code as dictated by the Technical Safety Authority of Saskatchewan.
- .2 The contractor is responsible for all costs associated with suspension of service fees because of the failure of the contractor to correct TSASK inspection reports in the time frame determined by directed by the inspection authority.
- .3 Contractor shall provide an TSASK approved maintenance control plan (MCP) specific for the equipment being maintained.

- .4 All MCP documentation shall become the property of the owner.
- .5 If there is a discrepancy between this contract and local building codes, provincial codes, federal codes or the ASME A17.1/CSAS B44-2013 the regulatory codes shall take precedence.

1.30 B44-13 Required Testing

- .1 All testing shall meet current ASME A17.1/CSA B44-2013 code requirements and ASME A17.1/CSA B44-2013 required testing shall be included in the bid price, for the term of the contract.
- .2 Testing shall be completed at a frequency that meets at a minimum ASME A17.1/CSA B44-2013 Table N-1.
- .3 Contractor shall provide yearly access for the testing of the fire alarm during normal working hours shall be include in the contract price. The owner will provide the contractor 5 business days' notice prior to the testing. Time on site shall not exceed 2 hours.
- .4 Testing of an emergency power pack or generator during normal working hours shall be included in the contract price. Included 1 test per year and shall not exceed 2 hours.
- .5 Any ASME A17.1/CSA B44-2013 testing that will expire in the final year of the contract shall be completed prior to the expiration of the contract.

1.31 TSASK inspection reports

- .1 TSASK inspection reports shall be completed prior to the completion date on the inspection report.
- .2 TSASK inspection reports that do not have a completion date must be completed with 30 days of receipt
- .3 The contractor will submit the TSASK inspection report with confirmation that it has been completed to the owner and/or owner's representative with 15 days of the completion of the report.

1.32 Deficiencies report

- .1 Contractor will rectify any items found in the owners or the owner representative's annual report.
- .2 Report shall be based on individual equipment, acting reasonably and within industry accepted standards for the equipment and environment.
- .3 Work related to the report must fall within the scope of this document as defined herein.
- .4 The cost to perform the work in the annual report is included in the contract price.
- .5 If there is a dispute between the contractor and the owner representative, the owner shall resolve the issue. The owner's decision is final.

1.33 Anniversary Date of Maintenance Contract

- .1 The owner and/or owner representative shall perform a yearly audit of maintenance on each unit.
- .2 A summary of maintenance shall be provided to the maintenance contractor consisting of:

- a. Any missed maintenance in the previous 12 months.
- b. A summary of any missed testing in the previous 12 months.
- c. A summary of testing required to be completed in the next year.
- .3 The maintenance contractor will have 30 days from the receipt of the report to:
 - a. Provide documentation that any missed maintenance has been completed.
 - b. Provide documentation that any of the missed testing has been completed.
- .4 The owner and/or the owner representative will then issue a final report containing the following:
 - a. A penalty amount for missed maintenance for the previous year.
 - b. The penalty amount shall be the monthly maintenance cost per elevator, per month, that maintenance was not completed.
 - c. A penalty for missed maintenance shall be processed within 30 days. Failure to credit the account within 30 days will result in a late charge of 2% per month or 24 % per annum.
 - d. All missed testing must be completed within 30 days. If the testing is not completed in this time frame a third-party elevator contractor shall be hired to complete the work. The cost to complete the work shall be subtracted from the payment of the monthly payment.

1.34 Final year of the contract

- .1 Upon expiration of the contract term the owner and/or owner representative shall perform a yearly review audit of maintenance on each unit.
- .2 A summary of maintenance shall be provided to the maintenance contractor consisting of:
 - a. Any missed maintenance in the previous 12 months
 - b. The penalty amount shall be the monthly maintenance cost per elevator, per month, that maintenance was not completed
 - c. A summary of any missed testing in the previous 12 months
 - d. A summary of testing required to be completed in the next year.
- .3 The maintenance contractor will have 30 days from the receipt of the report to:
 - a. Provide documentation that any missed maintenance has been completed.
 - b. Provide documentation that any of the missed testing has been completed.
- .4 The owner and/or the owner representative will then issue a final report containing the following:
 - a. Payment for the missed maintenance credit shall be issued within 30 days.
 - b. Failure to credit the account within 30 days will result in a late charge of 2% per month or 24 % per annum.

1.35 Service Calls

- .1 All service calls during normal working hours including labor, material and travel expenses are included in tender price as per Schedule A.
- .2 Service calls during normal working hours which are placed by the owner shall be included in the tender price. The inability of the contractor to observe the reported

fault does not preclude this requirement. The owner will not be charged invoices for running on arrival.

- .3 Service calls which require the maintenance contractor to provide service outside of the normal working hours shall:
 - a. Be approved by the owner's representative
 - b. Be placed to the maintenance contractor's call center
 - c. Sundries and mileage shall be included in proposal cost. Additional billing is not allowed.
 - c. The overtime chargeable time per hour, including travel time, shall be distributed as follows:
 - i. Overtime as defined in Definition of Terms in this contract
 - ii. The contractor shall absorb the regular time portion of each overtime hour worked. The owner will be responsible for the difference between the regular hourly billing rate as per Schedule A and the overtime billing rate applicable for each hour or portion thereof.

Overtime at time and a half

An overtime call-out would result in a charge to the owner for the ½ hour overtime premium portion only of each hour of overtime.

Ex. The contractor charge-out rate as per schedule 4.12 is \$100.00 per hour. On a time and ½ call out, the charge would be \$100.00 X 1.5 = \$150.00 per hour. The contractor is responsible for the regular time portion of each hour as per contract i.e. (\$100.00). The owner is responsible for the ½ hour premium portion of each hour. For a one hour call out, the owner will be charged \$50.00.

Double Time

An overtime call-out would result in a charge to the owner for the 1-hour overtime premium portion only of each hour of overtime.

Ex. The contractor charge-out rate as per schedule 4.12 is \$100.00 per hour. On a double time call out, the charge would be \$100.00 X 2.0 = \$200.00 per hour. The contractor is responsible for the regular time portion of each hour as per contract i.e. (\$100.00). The owner is responsible for the 1-hour premium portion of each hour. For a one hour call out, the owner will be charged \$100.00.

Schedule 1 – Electrical Scope of Work

1.1 Machine Room

- .1 Contractor shall remove and dispose of existing main disconnect. Supply and install a new main disconnect for each elevator. The disconnect shall include a set of dry contacts for the emergency lowering function of the elevator.
- .2 Contractor shall install new conduit and 600 Volt wire sized for the elevator controller

- .3 Contractor shall install new conduit and 4 #12 conductors to the “tradesperson junction box” which shall be terminated
- .4 Contractor shall include any after hour costs in the tender price, to ensure that work required to ensure that the building tenants are not affected by any shutdowns.
- .5 Supply new fuses – amperage to be confirmed by elevator contractor
- .6 Existing LED lighting to remain.
- .7 Replace existing machine room 120 Volt 15 Amp receptacles with GFI receptacles.

1.2 Emergency Phone Line

- .1 Provide a dedicated outside phone line to each elevator controller. Contractor shall mount a junction box on each controller. The phone line will be terminated on terminal strips and clearly marked. The junction box will be neatly labeled with:
 - a) “Elevator Emergency Phone Line”
 - b) “306-XXX-XXXX” – phone number

1.3 Elevator Pit

- .1 Replace existing lighting with fluorescent LED lights with removable cover. Install two fluorescent lights in each elevator hoist way.
- .2 Replace existing machine room receptacles with 120-Volt 15 Amp GFI receptacles.

1.4 Security System

1. The electrical company shall provide conduit and wiring from the elevator controller to the owner supplied card access demark. The owner shall provide all card access hardware. The electrician shall terminate all devices. The electrician shall complete all connections in the “trades person junction box” at the elevator controller and demark as instructed by the owner. The wiring shall include:
 - a) 3 pair, overall shielded 22 AWG, stranded (Belden 9513 or equivalent)
 - b) 6 #14 AWG conductors (2 per floor)

General Requirements

1.5 Site meetings

- .1 A representative from the contractor is required to attend all site meetings scheduled by the Consultant, owner or owner appointed representative. These include but are not limited to, a start-up meeting and bi-weekly site progress meetings. Site meeting costs are to be included in the bid document.

1.6 Site Drawings

- .1 The accuracy of any supplied drawings or possible missing information is not the responsibilities of the owner or the consultant. The contractor shall confirm all information on the drawings as accurate and shall assume all responsibility for conclusions, design or assumptions made as a result.

1.7 Site Conditions

- .1 Contractor is responsible for data, measurement or related information to complete the bid documents.
- .2 Unfamiliarity with site conditions or equipment will not be considered grounds for a change to bid price.
- .3 Upon award of contract the successful contractor shall proceed with a complete site review to confirm all data required to successfully complete the project.
- .4 The owner and consultant are not responsible for the accuracy of the data provided in this Invitation to Bid or any information collected once the tender has been awarded. Contractor to collect and verify all information required to design, engineer and complete installation of elevator.

1.8 Cutting and Patching

- .1 Any cutting, patching or painting work required due to the installation of new equipment is the responsibility of the contractor. This includes but is not limited to:
 - a. Installation of new hall fixtures on existing surfaces;
 - b. Installation of Webb phone on existing surfaces;
 - c. Any area's that have a piping or trough.
 - d. Installation of hoisting beams.

1.9 Scheduling of work

- .1 The contractor shall coordinate and schedule the electrical scope of work with the elevator contractor. All costs associated with shall be included in the proposal. The sequence of the elevator upgrade shall be:
 - a) Elevator #1

1.10 Fire Proofing

- .1 Where the contractor has installed or disturbed existing penetrations through walls or floors the contractor shall provide fireproofing that complies with the local building code and TSASK requirements.

1.11 Contract

- .1 The contractor will provide a complete turnkey solution. All components, engineering, inspections and fees are to be included in the bid price.

1.12 Code requirements

- .1 Electrical design, methodology and installation shall meet CSA C22.1-21 Canadian electrical code.
- .2 The electrical equipment shall comply with all local building codes.
- .3 All new components meet CSA approval.
- .4 All components meet CEMA, NEMA or standards.
- .5 Where a conflict is noted between the code requirement and the specifications, the code requirement will take precedence.
- .6 Contractor shall obtain all licenses, permits and variances required by city, provincial or inspection authority in order to provide a complete turnkey elevator. All costs shall be included in the bid price.
- .7 Any cost associated with inspection of the elevator, including any additional inspections related to acceptance shall be included in the bid price. The owner and or consultant are not responsible for any costs associated to inspection of the elevator. The contractor is responsible to provide an elevator that has met all requirements by the local authority.

1.13 Project Manuals

- .2 Contractor shall provide 1 hard copy and 3 digital files of electrical schematics and engineering drawings.

1.14 Floor Protection

- .1 Contractor shall provide flooring protection were damage may occur during the modernization. This includes but is not limited to cab floor, hall landing floors, hallways and stairways. Failure to adequately protect the owner's property will result in a charge to the contractor to repair the damage.

1.15 Storage

- .1 There is limited storage available on site. The contractor is responsible for any additional storage that may be required.

1.16 Materials and workmanship

- .1 Provide all new materials and equipment.
- .2 All materials where applicable shall be CSA approved.
- .3 Install equipment in a neat, accurate, workmanlike manner.
- .4 Comply with the directives of the consultant.

1.17 Housekeeping

- .1 Contractor shall ensure that the work area is kept clean and free of rubbish at all times.
- .2 Housekeeping shall be performed on a task performed basis and shall not be left until the end of each workday.
- .3 At the end of each workday a complete site review and clean up shall be completed.

- .4 Material and rubbish will not be left in hallways, stairwells or at the entrance to stairs.
- .5 Contractor shall be provided with written notice if housekeeping is an issue. A charge back for the removal of material if the contractor does not remedy the situation within one day.

SECTION B - GENERAL REQUIREMENTS of THE AGREEMENT

1.18 Applicable Law:

This Agreement shall be governed by the laws of the Province of Saskatchewan and the laws of Canada applicable therein.

1.19 Compliance with Legislation:

The Contractor shall, at its own expense, comply with all laws, by-laws and regulations in force relating to provision of the Services in the locality wherein the Services are to be performed and the Contractor shall obtain permits from municipal or other authorities necessary for the performance of the Services. Operating licenses and fees for the equipment will be the responsibility of the Owner. Furthermore, the Contractor shall at all times abide by all municipal, provincial and federal statutes and regulations in the execution of the Services. Maintenance intervals will always comply with or exceed the requirements of the latest code, including any variances. The Contractor will comply with all directives issued by any regulating authority within the period of time allowed by such authority.

1.20 Personnel:

The Contractor shall engage, at its own expense, such personnel as are necessary to properly carry out the Services. The Contractor shall employ only orderly, competent and skillful personnel to perform the Services. All personnel of the Contractor shall be covered within any applicable worker's compensation legislation and regulations. All personnel of the Contractor shall, if required, wear uniforms approved by the Owner and/or Consultant, which will be rented or purchased by the Contractor at the Contractor's expense. The Contractor's standard uniform is acceptable to the Owner and/or Consultant. If, in the sole opinion of the Owner and/or Consultant, any employee or agent of the Contractor is intemperate, disorderly, incompetent, negligent or dishonest in the performance of the employee's duties or otherwise creates a hazard on the Property, the employee shall, upon receipt of written notification from the Owner and/or Consultant,, forthwith be removed from the property by the Contractor and not permitted to return to the Property.

1.21 Labor Disputes:

In the event of a labor dispute, the Owner and/or Consultant, in its sole discretion may reduce the payment required under this Agreement at any time during the labor dispute. A price reduction will occur only if the Contractor fails to provide all of the Services. The reduction in payment will be based on the level the Services are reduced and it will be equitable and reasonable. The Owner and/or Consultant, will provide the Contractor with written notice of its intent to reduce payment and provide the Contractor with the deficiencies and the Contractor will be given 5 business days to correct the deficiencies.

1.22 Accident Reporting:

The Contractor shall report all accidents involving equipment and or people, immediately with a verbal report given to the Building Operator, and a written report within 24 hours faxed or hand delivered to the specified Government Services contact Robert Brezinsky.

1.23 Reporting of Repair Work

The Contractor shall provide the Owner and/or Consultant, with at least 1 weeks written notice of plans to perform scheduled repair work. The Contractor shall immediately advise the Owner and/or Consultant, of and proceed with emergency repair work as is necessary. Except in the case of an emergency, no overtime repair work shall proceed until the approval of the Owner and/or Consultant, in writing, is obtained.

1.24 Safety Programs

The Contractor must submit information on its safety program to the Owner and/or Consultant, prior to the commencement date of this Agreement, and adhere to such program.

Schedule 2 -Elevator Weight Alteration

Building Name: National Research Council of Canada
Elevator #: IPF TSASK GID - 4153

I the undersigned agree that the elevator car and counterweight masses have been properly weighed. I understand that if the alterations included in the elevator modernization change the sum of the deadweight and the rated load, as originally installed, by more than 5%, the installation shall conform to the following requirements as per 8.7.2.15.2 CSA B44 -13.

- a) Requirement 2.15, except the car platform guard (apron) shall conform to 2.15.9 only to the extent the existing pit shall permit, but in no case less than the leveling or truck zone plus 75mm (3in.)
- b) Requirement 2.16
- c) Requirement 2.17
- d) Requirement 2.18
- e) Requirement 2.20

	Car Dead Weight	Counterweight Dead Weight
IPF Elevator #1		

Contractor

Print Name

Signature

Date

TABLE 1 - FIRE SIGNAL VERIFICATION TO BE SUBMITTED BY ELEV. CONTRACTOR

Recall Test Date:		
Elevator Contractor:		
Fire Alarm Testing Contractor:		
Test Performed By:		
Signature:		
DEVICES ACTIVATED:	B44 CODE REQUIREMENT	B44 CODE COMPLIANT
Hoistway Detector	All cars in the hoistway returned to the designated level with fire hats flashing inside the car.	YES / NO
Machine/Control Room Detector	All cars returned to the designated level with fire hats flashing inside the car.	YES / NO
General Fire Alarm Activation Devices from Hall Lobbies	All cars returned to the designated level - fire hats in cars stay illuminated but did not flash.	YES / NO
Dedicated Detector at Designated Level	All cars returned to the alternate floor - fire hats in cars stay illuminated but did not flash.	YES / NO
Recall Switch at the Main Floor and Remote Switch (if applicable)	Indicator light Illuminated on automatic or manual recall.	YES / NO



21 WESTMAN SQUARE
555 AVONDALE AVENUE, SUITE 101
SAN ANTONIO, TEXAS 78202
TEL: 202-862-2221 FAX: 202-862-8891 WWW.WSP.COM

CONSULTANT - SUBCONSULTANT

CLIENT -
GOODWEN CONSULTING

CLIENT REF. #
ELEVATOR MODERNIZATION

PROJECT -
ELEVATOR MODERNIZATION

KEY PLAN
ELEVATOR MODERNIZATION

REV	DATE	DESCRIPTION
0	2022/12/15	ISSUED FOR CONSTRUCTION
1	2022/12/15	REVISED FOR CONSTRUCTION

ISSUED FOR CONSTRUCTION

DESIGNED BY: TMM
DRAWN BY: LLD
CHECKED BY: TMM

REVISIONS
1. REVISIONS TO THE CONTRACT SHALL BE MADE BY THE CONTRACTOR. ALL REVISIONS SHALL BE MADE BY THE CONTRACTOR. ALL REVISIONS SHALL BE MADE BY THE CONTRACTOR. ALL REVISIONS SHALL BE MADE BY THE CONTRACTOR.

TITLE
ELECTRICAL

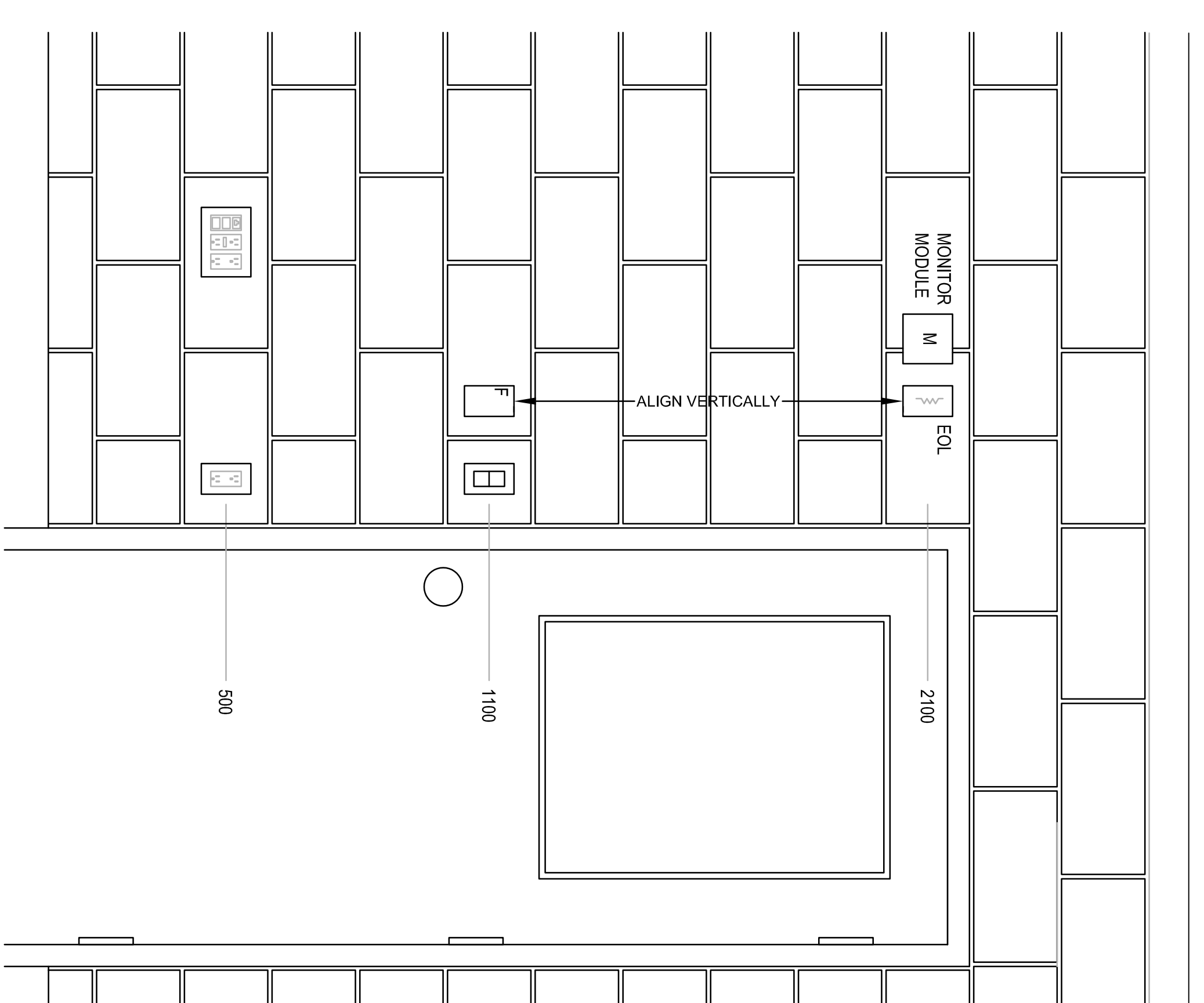
DISCIPLINE
ELECTRICAL

SHEET NUMBER
E20

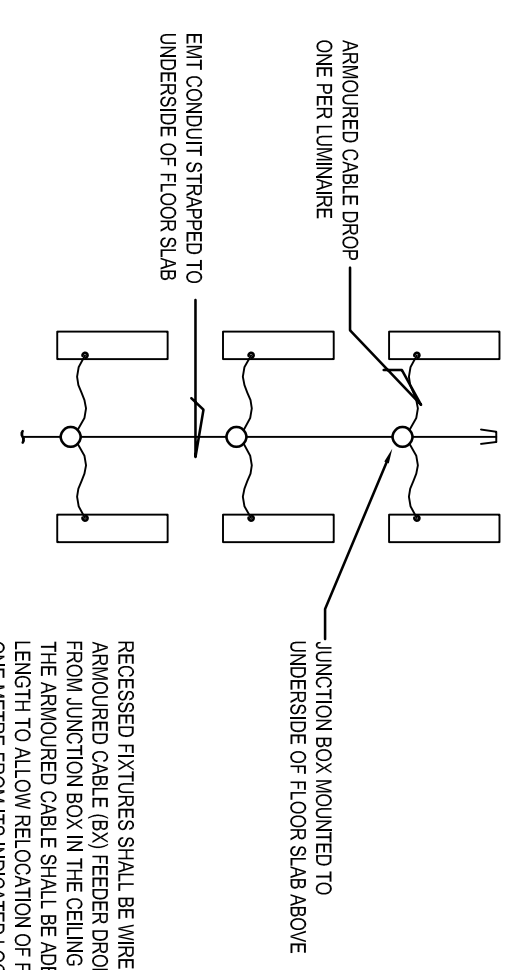
ISSUED FOR CONSTRUCTION

DATE OF: 2022/12/15

REV # 0



2 STANDARD MOUNTING HEIGHTS



3 LUMINAIRE WIRING DETAIL

12 VERIFICATION DATA AND COMMUNICATION INTERCOM SYSTEM

12 VERIFICATION DATA AND COMMUNICATION INTERCOM SYSTEM

PROJECT SPECIFICATIONS

1. General
 - 1.1 SCOPE
 1. The Contractor shall provide all items, articles, operations, and methods listed, specified or scheduled, including all labor, materials, equipment, and moderate necessary and required to provide a complete working electrical system as indicated on the plans, as specified therein, or both.
 - 1.2 REGULATIONS AND CODES
 1. All materials supplied under the contract shall be C.S.A. approved and carry a label showing the approval of the manufacturer, and shall be listed in the National Electrical Code, Part I, and with the regulations of the Canadian Fire Underwriters Association, and the inspection authority of any board or department of any one authority having jurisdiction.
 - 1.3 DRAWINGS
 1. Refer to all the drawings and visit the site in order to coordinate the electrical work with other work on the premises and install all work, conduits and materials exactly as shown and specified, except that other Manufacturer equipment layout shall prevail as to the exact location of outlets.
 - 1.4 PROTECTION AND CLEANING
 1. Protect all equipment and material from weather and work of other trades. Remove waste periodically. Clean all materials and equipment prior to acceptance of work.
 - 1.5 PERMITS, LICENSES, INSPECTIONS, TESTS
 1. Arrange and pay for all permits, licenses, inspections and tests. Obtain required certificates and present to Owner.
 - 1.6 GUARANTEE
 1. The Contractor shall warrant, in labor and material, the work and shall be liable for any defects in materials and workmanship seen in strict accordance with the Plans and Specifications, and that the Electrical Contractor will, for one year, after the acceptance of the building, at no charge to the Owner, replace or repair any defects in workmanship and materials not due to the operation of the Engineer, its agents or neglect.
 - 1.7 SHOP DRAWINGS
 1. Submit electronic copies of shop drawings to the Engineer for approval before purchasing equipment and products.
 - 1.8 MAINTENANCE MANUALS
 1. Submit an electronic copy of the maintenance manuals to the Engineer with the shop drawings of major electrical equipment and equipment for the building and the building's equipment.
 - 1.9 AS-BUILT DRAWINGS
 1. Submit drawings showing after construction is complete. Record all details of site conditions and creating on one set of drawings.
 - 1.10 DEMOLITION
 1. Remove all redundant conduit and wire to the source of supply. Where conduit is embedded in concrete or other masonry, it shall be removed.
 2. Excessive conductors shall be removed from the building and shall be completely removed. All such material shall become the property of the Contractor, and shall be removed from the site.
 3. The Contractor shall seal any hole or opening left by the removal of any equipment.
 - 1.11 WORK PROVIDED FOR OTHER DIVISIONS
 1. Co-operate fully with other trades supplying electrical operated equipment to ensure proper arrangement of and location of all electrical equipment prior to the installation of conduits, cables, outlets and other devices as noted.
 2. Furnish and install all the wiring and wiring for the Owner's equipment, confirm with the Owner's contractor the size and exact location of all electrical equipment prior to the installation of conduits, cables, outlets and other devices as noted.
 - 1.12 APPROVED EQUALS / ALTERNATES
 1. The listing of a Manufacturer and the respective data, type, or catalog number as the basis of design is a condition of the contract. The Contractor shall not substitute any other manufacturer's equipment without the written approval of the Engineer. Alternates to be submitted before tender closing.
 2. Other Manufacturers listed as approved Manufacturer will be acceptable as an approved equal provided the equipment meets or exceeds the specifications of the listed Manufacturer.
 3. By the selection of an approved product other than that named as basis of design, additional costs to the station data to departure from equipment named shall be borne by the Contractor.
 2. Pendants
 - 2.1 CONDUIT
 1. Flexible metallic conduit shall be used within the building. Fittings shall be set square or gland ring compression type.
 2. Flexible metallic conduit shall have UL label and shall be used only for final connections to motors and instruments, drops to suspended light fixtures and vertically in partition walls.
 - 2.2 CONDUCTORS
 1. Conductors shall be 85% conductivity pre-drawn copper conforming to ASTM specifications and CEC, and shall have a minimum of 7 strands.
 2. All building wire shall be sized to allow for a maximum of 2% voltage drop. #12 AWG wire shall be the minimum size used for system circuit wires. #14 AWG may be used for the alarm system wiring.
 3. Conductors shall be Type THHN or THWN copper conductors with EPR insulation and vapor-tight compound aluminum sheath.
 - 2.3 OUTLETS, SOCKETS AND JUNCTION BOXES
 1. Outlet and junction boxes shall be galvanized steel, sized in accordance with the code for the number of conductors or the number and size of conductors entering the box, but shall not be less than 4" square and 1 1/2" deep. Square out cover unless they are included in a multiple outlet box for a group of outlets.
 2. Conductor and telephone outlet boxes shall be 1 1/2" minimum square by 54 mm deep box with square or single device rated knockout manufacturer. THWNs & 8-Bits - Steel City, Hubbell or approved equal.
 - 2.4 WIRING DEVICES
 1. Wiring devices shall be listed and approved equipment, single, double, triple, UL-ground, CSA Type E-150, 125V, Pass and Fail, and shall be approved equipment.
 2. Covers shall be provided of stainless steel, Type 302 stainless steel complies for all other devices. The thickness shall be .018" (1/16") unless stated otherwise.
 - 2.5 CIRCUIT BREAKERS
 1. All circuit breakers shall be listed, thermal magnetic, molded case type with quick-make-break switch for manual or automatic operation.
 2. Enclosed breakers shall be equipped with provision for locking in the "open" position.
 3. Approved manufacturer. Ground overcurrent manufacturer shall comply with manufacturer installed on site.
 - 2.6 DISCONNECT SWITCHES
 1. Disconnect switches, listed and labeled, shall be listed and approved equipment, single, double, triple, UL-ground, CSA Type E-150, 125V, Pass and Fail, and shall be approved equipment.
 2. Disconnect switches shall be provided of stainless steel, Type 302 stainless steel complies for all other devices. The thickness shall be .018" (1/16") unless stated otherwise.
 3. Approved Manufacturer: Square D, Eaton, Challenger, Siemens, Schneider, ABB or approved equivalent.
 - 2.7 FUSES
 1. HRC fuses to have interrupting capacity of 200,000 A symmetrical.
 2. HRC fuses shall be approved equipment for entire project.
 3. Fuses shall be provided of stainless steel, Type 302 stainless steel complies for all other devices. The thickness shall be .018" (1/16") unless stated otherwise.
 4. Type RT (UL Class RK1), time delay, capable of carrying 200% of its rated current for 10 s minimum, to meet UL Class RK1 minimum interrupting capacity.
 - 2.8 GROUNDING
 1. Complete grounding system including bonding of all metal and equipment.
 2. Ground conductors shall be bare copper, standard, sized as indicated and C.E.C. requirements.
 - 2.9 WIRE COMMUNICATIONS (HORIZONTAL) CABLING
 1. Telephone Outlet Models
 1. Eight conductor modular telephone jack, white in color, complete with dust cover.
 2. Eight conductor modular telephone jack, white in color, complete with dust cover.
 3. Jacks must exceed the requirements of TIA/EIA 568 for Category 6.
 4. Conductor system copper wire is 50 micron gold plating.
 5. Jacks shall be mounted on a white nylon three-port rectangular receptacle that matches the rectangular wiring device (Hubbell #F53W, or Lennox #53W). The three-port rectangular receptacle color shall match wiring color.
 6. Jacks shall be mounted on a white nylon three-port rectangular receptacle that matches the rectangular wiring device (Hubbell #F53W, or Lennox #53W). The three-port rectangular receptacle color shall match wiring color.
 7. CAT 6 ports shall be Hubbell #H40RV, Lennox #H1110RVW or approved equal.
 2. Cable Telephone Outlet Models
 1. Four port, unshielded twisted pair cable.
 2. Conductors #23AWG solid copper thermoplastic insulated, formed into four individually twisted pairs and twisted together.
 3. Cable shall meet FR flame-retardant requirements for use in plenums.
 4. Cable shall exceed requirements of TIA/EIA 568 for Category 6.
 5. General Cable #71900.
 - 2.10 LIGHT FIXTURES
 1. Features shall be inspected on the drawings.
 2. Features shall be complete with all required supports, hangers, etc. Features shall have Underwriters label.

Is there a standard manufacturer used throughout the building? If so, it's better to match.

Scope 001000.5.5 tasks alternatives to be submitted before tender closing

PROJECT SPECIFICATIONS



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 than 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.



Section	Page	Heading
GC1	1	Interpretation
GC2	2	Successors and Assigns
GC3	2	Assignment of Contract
GC4	2	Subcontracting by Contractor
GC5	2	Amendments
GC6	3	No Implied Obligations
GC7	3	Time of Essence
GC8	3	Indemnification by Contractor
GC9	3	Indemnification by Her Majesty
GC10	3	Members of House of Commons Not to Benefit
GC11	4	Notices
GC12	4	Material, Plant and Real Property Supplied by Her Majesty
GC13	5	Material, Plant and Real Property Become Property of Her Majesty
GC14	5	Permits and Taxes Payable
GC15	6	Performance of Work under Direction of Departmental Representative
GC16	6	Cooperation with Other Contractors
GC17	7	Examination of Work
GC18	7	Clearing of Site
GC19	7	Contractor's Superintendent
GC20	8	National Security
GC21	8	Unsuitable Workers
GC22	8	Increased or Decreased Costs
GC23	9	Canadian Labour and Material
GC24	9	Protection of Work and Documents
GC25	10	Public Ceremonies and Signs
GC26	10	Precautions against Damage, Infringement of Rights, Fire, and Other Hazards
GC27	11	Insurance
GC28	11	Insurance Proceeds
GC29	12	Contract Security
GC30	12	Changes in the Work
GC31	13	Interpretation of Contract by Departmental Representative
GC32	14	Warranty and Rectification of Defects in Work
GC33	14	Non-Compliance by Contractor
GC34	14	Protesting Departmental Representative's Decisions
GC35	15	Changes in Soil Conditions and Neglect or Delay by Her Majesty
GC36	16	Extension of Time
GC37	16	Assessments and Damages for Late Completion
GC38	17	Taking the Work Out of the Contractor's Hands
GC39	18	Effect of Taking the Work Out of the Contractor's Hands
GC40	18	Suspension of Work by Minister
GC41	19	Termination of Contract
GC42	19	Claims Against and Obligations of the Contractor or Subcontractor
GC43	21	Security Deposit – Forfeiture or Return
GC44	22	Departmental Representative's Certificates
GC45	23	Return of Security Deposit
GC46	24	Clarification of Terms in GC47 to GC50
GC47	24	Additions or Amendments to Unit Price Table
GC48	24	Determination of Cost – Unit Price Table
GC49	25	Determination of Cost – Negotiation
GC50	25	Determination of Cost – Failing Negotiation
GC51	26	Records to be kept by Contractor
GC52	27	Conflict of Interest
GC53	27	Contractor Status



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**
- GIC 4 Notification**

COMMERCIAL GENERAL LIABILITY

- CGL 1 Scope of Policy**
- CGL 2 Coverages/Provisions**
- CGL 3 Additional Exposures**
- CGL 4 Insurance Proceeds**
- CGL 5 Deductible**

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 CS2.1.2 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"/>
---------------------------------	--------------------------------------	---

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	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:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:

7. c) Level of information / Niveau d'information

PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

Security Classification / Classification de sécurité
--



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?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / 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?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / 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?
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
 If Yes, will unscreened personnel be escorted?
 Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / 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?
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / 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?
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / 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?
 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? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / 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) Collin Long		Title - Titre Senior Contracting Officer	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Collin.Long@nrc-cnrc.gc.ca	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

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 EMPLACEMENTS

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.