

# SPECIFICATIONS

**SOLICITATION #:** 23-58149

**BUILDING:** MON  
6100 Royalmount Ave  
Montreal, QC

**PROJECT:** MTL Workshop Floor Replacement

**PROJECT #:** 6368

**Date:** October 2023

# **SPECIFICATION**

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## Construction Tender Form

**Project Identification**    **MTL Workshop Floor Replacement**

**Tender No.:**    **23-58149**

**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.

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National Research Council Canada	Conseil national de recherches Canada
Finance and Procurement Services Branch	Direction des services financiers et d'approvisionnement

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### **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.

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National Research Council      Conseil national de recherches  
Canada                              Canada

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

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**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)**

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National Research Council Canada	Conseil national de recherches Canada
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Finance and Procurement Services Branch	Direction des services financiers et d'approvisionnement
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**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**

## BUYANDSELL NOTICE

### MTL Workshop Floor Replacement

The National Research Council Canada, 6100 Royalmount Ave, Montreal, QC has a requirement for a project that includes:

The proposed scope of work includes Replacement of floor finish in Building MTL01 located at 6100 Ave Royalmount, Montreal of the National Research Council of Canada.

Tender Destination

- a) Tenders are to be submitted **by email only**:  
National Research Council Canada

[NRC.BidReceiving-ReceptiondesSoumissions.CNRC@nrc-cnrc.gc.ca](mailto:NRC.BidReceiving-ReceptiondesSoumissions.CNRC@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.

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

#### 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 CanadaBuys.gc.ca TMA services provider. Addenda, when issued, will be available from the CanadaBuys.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 October 25<sup>th</sup> and October 26<sup>th</sup>, 2023 at **10:00am**. Meet Martin Legris at MON Building 6100 Royalmount Ave, Montreal, QC. 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 November 14<sup>th</sup>, 2023 at 14:00.

### **4. TENDER RESULTS**

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

## **5. SECURITY REQUIREMENT FOR CANADIAN CONTRACTORS**

### **5.1 MANDATORY SECURITY REQUIREMENT:**

.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 CSST (COMMISSION SANTÉ SÉCURITÉ AU TRAVAIL)**

.1 All Bidders must provide a valid CSST 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](mailto: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](mailto: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](mailto: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](http://www.opo-boa.gc.ca).

The Departmental Representative or his designate for this project is: **Martin Legris**  
**[Martin.Legris@nrc-cnrc.gc.ca](mailto:Martin.Legris@nrc-cnrc.gc.ca)**

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

[NRC.BidReceiving-ReceptiondesSoumissions.CNRC@nrc-cnrc.gc.ca](mailto:NRC.BidReceiving-ReceptiondesSoumissions.CNRC@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 colored 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 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

[NRC.BidReceiving-ReceptiondesSoumissions.CNRC@nrc-cnrc.gc.ca](mailto:NRC.BidReceiving-ReceptiondesSoumissions.CNRC@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 7 – Sales Tax

- 1) The amount of the tender shall include all taxes as levied under the Excise Act, the Excise Tax Act, the Old Age Security Act, the Customs Act or the Customs Tariff, in force or applicable at the time.
- 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 8 – Examination of Site

- 1) All parties tendering shall examine the sites of the proposed work before sending in their tender and make themselves thoroughly acquainted with the same and obtain for themselves any and all information that may be necessary for the proper carrying out of the Contract. No after claim will be allowed or entertained for any work or material that may be requisite and necessary for the proper execution and completion of this Contract with the exception of that provided for under GC 35 in the General Conditions of the General Specification.

#### Article 9 – Discrepancies, Omissions, Etc.

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

#### Article 10 – No additional Payments for Increased Costs

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

#### Article 11 – Awards

- 1a) The Council reserves the power and right to reject tenders received from parties who cannot show a reasonable acquaintance with and preparation for the proper performance of the class of work herein specified and shown on plans. Evidence of such competence must be furnished by the tenderers if required to do so.
- 1b) A tenderer may be required to furnish to the Contracting Office, National Research Council of Canada, Building M-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 12 – Harmonized Sales Tax

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

## Non-resident contractors

RST guide 804

Published August 2006

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

## Publication Archived

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

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

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

## Non-Resident Contractor Defined

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

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

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

## Registration and Guarantee Deposit

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

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

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

## Letter of Compliance

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

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

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

## Calculation of RST

### ***Fair Value***

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

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

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

### ***Machinery and Equipment - Leased***

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

### ***Machinery and Equipment - Owned by Contractor***

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

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

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

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

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



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

net book value at date of import x tax rate

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

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

(See Completion of Contract section)

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

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

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

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

(See RST Guide 401 - Manufacturing Contractors)

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

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

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

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

## E x e m p t i o n s

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

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

## Status Indians, Indian Bands and Band Councils

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

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

### Completion of Contract

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

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

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

All returns are subject to audit.

### Legislative References

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

### For More Information

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

## **Acceptable Bonding Companies**

Published September 2010

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

### **1. Canadian Companies**

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

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

## 2. Provincial Companies

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

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

## 3. Foreign Companies

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

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## 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

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## 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

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## Articles of Agreement

The Council hereby designates 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, including addendum(s).

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## 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.

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**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 \_\_\_\_\_  
Position

of

on the \_\_\_\_\_

day of \_\_\_\_\_

**Seal**

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	<b>Pages</b>
<b>Division 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS</b>	
Section 00 01 10 - Table of Contents .....	1 page
<b>Division 01 - GENERAL REQUIREMENTS</b>	
Section 01 10 00 - General Instructions.....	15 pages
Section 01 15 45 - General and Fire Safety Requirements .....	6 pages
Technical Specifications Part 1 – Demolition work Involving Asbestos.....	33 pages
Technical Specification Part 2 – Appendix G_ Documenting Work Procedures.....	31 pages
– Epoxy Coating.....	4 pages
Drawing Architectures	
A 000 Cover Sheet with Drawing List	
A 001 Notes and Legends	
A 002 Work Area and Mobilization	
A 051 Main Floor and Others floor- Demolition	
A 101 Main Floor and Others floor- Construction	

END OF TABLE

**1. SCOPE OF WORK**

- .1 Work under this contract covers the Replacement of floor finish in the Royalmount Council's Building MTL01 of the National Research Council.

**2. DRAWINGS**

- .1 The following drawings illustrate the work and form part of the contract documents:

A 000 Cover Sheet with Drawing List  
A 001 Notes and Legends  
A 002 Work Area and Mobilization  
A 051 Main Floor and Others floor- Demolition  
A 101 Main Floor and Others floor- Construction

.2

**3. COMPLETION**

- .1 Complete all work within 12 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 ten (10) 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 ten (10) 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**

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.

.4 Contractor costs associated with compliance with occupational health and safety requirements (Canada Labour Code) related to the Coronavirus/COVID-19 pandemic must be included in the initial bid price. These costs may include, but are not limited to, the provision of additional personal protective equipment (PPE) and social distancing requirements as required to complete the project. Contractor must review and incorporate into initial bid pricing compliance with any Coronavirus/COVID-19 related health and safety guidance issued by the local Medical Officer of Health (applicable in the jurisdiction of the project), the Public Health Agency of Canada, Health Canada and/or the provincial Ministry of Health, as applicable.

## **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 may be required whenever working outside normal hours. Contractor to bear the associated costs.

## **13. SCHEDULE**

.1 The Contractor shall prepare a detailed schedule, fixing the date for commencement and completion of the various parts of the work and update the said schedule. Such schedule shall be made available to the Departmental Representative not later than two weeks after the award of the contract and prior to commencement of any work on site.

.2 Notify Departmental Representative in writing of any changes in the schedule.

- .3 10 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 2 week(s) 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 1-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 Provide and maintain access to site.
- .5 Build and maintain temporary roads and provide snow removal during period of work.
- .6 Provide snow clearing and removal as required during the contract period
- .7 Make good any damage and clean up dirt, debris, etc., resulting from Contractor's use of existing roads.

**20. USE OF SITE**

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

**21. ACCEPTANCE OF SITE**

- .1 Inspect the site before commencing work, review any unexpected conditions with the Departmental Representative.
- .2 Commencement of work will imply acceptance of existing conditions.

**22. SITE OFFICE & TELEPHONE**

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

**23. SANITARY FACILITIES**

- .1 Obtain permission from the Departmental Representative to use the existing washroom facilities in the building

**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 two (2) bilingual copies of maintenance manuals or two (2) English and two (2) French 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, incimate 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 Smoking is prohibited inside all NRC buildings, as well as roof areas.
- .2 Obey all "NO SMOKING" signs on NRC premises.

### **.3 Hot Work**

- .1 Prior to commencement of any "Hot Work" involving welding, soldering, burning, heating, use of torches or salamanders or any open flame, obtain a Hot Work Permit from the Departmental Representative.
- .2 Prior to commencement of "Hot Work", review the area of hot work with the Departmental Representative to determine the level of fire safety precautions to be taken.

### **.4 Reporting Fires**

- .1 Know the exact location of the nearest Fire Alarm Pull Station and telephone, including the emergency phone number.

- .2 REPORT immediately, all fire incidents as follows:
  - .1 Activate nearest fire alarm pull station and;
  - .2 Telephone the emergency phone numbers which will be provided at the project kick off meeting: [ADD NUMBER].
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 (CO<sub>2</sub>) 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 Fire and Smoke Hazard Management:
  - .1 Contractor shall identify “Designated Roofing Marshall” for duration of construction activities. “Designated Roofing Marshall” shall be responsible for the following:
    - .1 Perform NRC Daily Fire and Smoke Risk Hazard Assessment each day prior to commencement of roofing activities.
    - .2 Provide completed NRC Daily Fire and Smoke Risk Hazard Assessment to Departmental Representative every morning by email prior to commencement of roofing activities.
    - .3 Follow behind any torch activities with a thermal scanner periodically to identify any hot spots and rectify immediately. Interval for periodic thermal scanning to be approved on site with Departmental Representative.
  - .2 Any proposed changes to “Designated Roofing Marshall” must be reviewed and approved by Departmental Representative.

- .5 Store all combustible roofing materials at least 3m (10 feet) away from any structure.
- .6 Keep compressed gas cylinders a minimum of 6m (20 feet) away from the kettle, protected from mechanical damage and secured in an upright position.

**.8 Welding / Grinding Operations**

- .1 Contractor to provide fire blankets, portable fume extraction devices, screens or similar equipment to prevent exposure to welding flash, or sparks from grinding.

**.9 Fire Watch**

- .1 Provide a fire watch for a minimum of one hour after the termination of any hot work operation.
- .2 For temporary heating, refer to General Instructions Section 00 010 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**





# TECHNICAL SPECIFICATIONS

## PART 1

### DEMOLITION WORK INVOLVING ASBESTOS

#### NATIONAL RESEARCH COUNCIL CANADA

#### WORKSITE

#### 6100 ROYALMOUNT AVENUE IN MONTRÉAL

PROJECT: REPLACEMENT OF FLOOR FINISH  
T. HARRIS ENVIRONMENTAL MANAGEMENT No.: 11283

Prepared by



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## PART 1. GENERAL

1. When there is a discrepancy between this specifications section and the requirements of the *Act respecting occupational health and safety*, its regulations and the *Safety Code for the construction industry*, QLR S-2.1, r. 6, the more stringent constraints will apply.
2. *In these specifications, the term “contractor” means the selected bidder or the contractor who wins the bid and, if necessary, the specialized subcontractor that will perform the work set out in these specifications.*
3. *In this document, the client and owner, the National Research Council Canada, is referred to as the “NRC” or “client.” T. Harris Environmental Management is referred to as “THEM.” NRC representatives include THEM or any other person who may represent NRC and anyone designated as such in these specifications.*

### 1.1. DESCRIPTION OF WORK

The work outlined in these specifications includes the demolition and removal of vinyl tiles. Part of the work also involves the demolition of materials and finishes that do not contain asbestos. The work areas are as follows.

The planned interventions in the project are distributed among a variety of rooms:

- Part of Room A-71 and A-73 on Floor 1; and
- Part of Room A-71, A-71a, A-74, A-72 and A78 on Floor 2.

This work follows the floor finish replacement project. Plan for all other locations subject to the contractor's mandate. To view the areas affected by the work, refer to the architect's plans.

Read the following notices.

The work as outlined in these specifications involves:

- The demolition or dismantling of architectural features in the building. See the architects' specifications to fully understand the interventions required for this project. For example:
  - The removal of vinyl tile

For more details regarding the planned work, see the Sequence of Work section and the Specifics – Architecture section. Also plan any other demolition, intervention or preparation work required for this project.

Note that the basic materials in cement, concrete, grout or mortar contain silica. Part 2 of these specifications include a section describing low-risk work that involves working with asbestos – silica (breakthroughs and anchors).

For this project, the types of asbestos (see excerpt from log in Appendix G) can be found in, but is not limited to, the following materials:

- White and black vinyl tiles containing 23.7% chrysotile.

For better identification of areas where the floor will be coated, you will find the information related to the sampling field in the portion of the log provided by the client in Appendix F.

Any other model not described in the log (floor covering or acoustic tiles) will need to be considered to contain asbestos until proven otherwise.

Important notes for this project

- a) See the architecture section for various clarifications about this project.

## 1.2. SEQUENCE OF WORK FOR THE NRC PROJECT

### SEQUENCE OF WORK VERSUS RISK TYPE FOR THE PROJECT

This is a THEM proposal for the sequence of work and will consider the mandates of other contractors, such as plumbers for mechanical aspects. There will be coordination with the other construction trades. Adjust according to the work location:

#### Mobilization

Asbestos removal (one area) for interventions on Floor 1

Inspection by professionals or client

Asbestos removal (two areas) for interventions on Floor 2

Inspection by professionals or client

Etc.

End of demolition work

See the plans and specifications from all the professionals and coordinate for the exact scope of work.

### Clean demolition

1. Dispose of equipment, etc., not fixed to asbestos-containing material.

### Moderate risk – Main floor area (i.e., sector);

- Part of Room A-71 and A-73 on Floor 1; and
- Part of Room A-71, A-71a, A-74, A-72 and A78 on Floor 2.

Code definition attached:

**Moderate-risk (MR)** work: The total or partial removal of acoustic tiles and false ceilings to for the purpose of gaining access to a work area where friable materials containing asbestos are found. The enclosure (without spraying a sealing agent) of **friable material** containing asbestos. Removal of thermal insulation (chrysotile asbestos) using the glove bag method. Handling or removal of friable material waste containing asbestos not exceeding 0.03 cubic metres (1 square foot).

#### **Mitigated high risk – n/a**

Code definition attached:

**Mitigated high-risk (MHR)** work: Total or partial removal of friable material containing asbestos. Handling or removal of between 0.03 cubic metres (1 square foot) and 0.9 cubic metres (10 square feet) of friable material waste containing asbestos.

#### **High risk – n/a**

Code definition attached:

**High-risk (HR)** work: Handling or removal of friable material containing asbestos, the volume of which exceeds 0.9 cubic metres (10 cubic feet).

### 1.3. GENERAL CONDITIONS OF THE PROJECT

1. The THEM plans (in Appendix C) are complementary to the specifications and are provided for information purposes only. The plans, which are provided as schematics, cannot be accurate with respect to the extent of asbestos-containing materials. It is recommended that the bidding contractor visually inspect and, if needed, note the quantities and quality of finish (for methodology and ease of removal) for bidding purposes. Certain areas or risk levels may have to be omitted or not indicated to make it easier to read the plans. **Note that all low risk interventions (asbestos or silica) do not appear in the plans.**
2. These plans do not provide work details. The contractor must refer to the professional's plans (architect, etc.) to determine the exact extent of work associated with the project. See the architecture sections below in these specifications for more information, and refer to the architect's plans for more details on the work.

3. The contractor is responsible for coordinating all the construction trades for this project.
4. The general contractor or its subcontractors that will carry out work involving asbestos-containing materials must have completed asbestos training (training certification for proof).
5. Demolition work (any type) or construction work will always need to be done in an environment that is under “negative pressure” in relation to off-site areas.
6. Work deadlines are very tight, and the contractor must ensure effective coordination to fulfill its mandate, including reconstruction within this timeframe, and to allow the premises to reopen.

#### 1.4. REFERENCES: ACTS AND REGULATIONS

Comply with the requirements of local, provincial and federal governments regarding protection from asbestos and silica. In the event of a conflict between those requirements or these specifications, the more stringent requirements prevail. Comply with regulations in effect at the time work is performed.

##### 1. Department of Justice Canada

- *Canadian Environmental Protection Act, 1999 (CEPA)*

##### 2. Transport Canada (TC)

- *Transportation of Dangerous Goods Act, 1992 (TDGA)*

##### 3. Ministère du Développement durable, de l'Environnement et des Parcs

- *Environment Quality Act*
- *Hazardous Materials Regulations*
- Other acts and regulations

##### 4. Commission des normes, de l'équité et de la santé et sécurité du travail (CNESST)

- *Act Respecting Occupational Health and Safety*
- *Occupational Health and Safety Regulations*
- *Safety Code for the construction industry*
- *Regulation respecting the quality of the work environment*

##### 5. Régie du bâtiment du Québec

- *Building Act: Safety Code*

##### 6. Canadian Standards Association (CSA)

- CSA S350- M1980, Code of Practice for Safety in Demolition of Structures

##### 7. Other related or connected acts or regulations

## 1.5. REGULATING AGENCIES

1. Comply with the requirements of the **Commission des normes, de l'équité et de la santé et de la sécurité du travail du Québec (CNESST)**. In case of dispute between the CNESST's requests or the specifications, the more stringent of the two will prevail.

## 1.6. DOCUMENTS TO SUBMIT WHEN PRESENTING THE BID

See the general conditions of the NRC. Before work begins, the contractor must provide the following documents:

- i. Appendix A identified "Assurance Statement" duly completed and signed.

## 1.7. OTHER DOCUMENTS TO SUBMIT REGARDING WORK

Before work begins, the contractor must perform the following tasks.

1. Submit, at least ten (10) working days before the start of work, proof of its "Avis d'ouverture et de fermeture de chantier de construction" (Notice of initiation and closing of construction site) to the Commission des normes, de l'équité et de la santé et de la sécurité du travail du Québec (CNESST).
2. Submit, at least five (5) working days before the start of work, a "proof of registration" to the CNESST.
3. Submit a work plan to the NRC manager or their representative. No work can begin until the work plan is submitted and approved.
4. Submit the training and information program that will be provided to its workers. This program must be submitted to the NRC or its representative at least five (5) working days before the start of work and must address at minimum:
  - i. The general responsibilities of the employer;
  - ii. Potential health effects of asbestos;
  - iii. Applicable standards;
  - iv. Workers' rights and obligations;
  - v. Personal and group protective equipment and methods;
  - vi. Tasks to perform and the equipment or tools used;
  - vii. Safe work processes and methods; and
  - viii. Prevention and control methods.
5. Provide the NRC or its representative, at least ten (10) working days before the start of work, with a copy of the qualification cards and fit tests of the personal protective equipment for all workers who are called upon to work at this site.

6. Submit the list of supervisors who will be involved in the work and submit evidence, at least ten (10) days before the start of work, that the supervision staff has taken an instruction course accredited by recognized organizations. At least one supervisor must be present at all times within the work area while asbestos removal work is underway.
7. Submit the technical documentation of all sealant coatings used, loose glue, etc., at least ten (10) days before the start of work (WHMIS sheet). THEM must inform the contractor that all products used release (produce) low levels of volatile organic compounds (VOCs) so as not to harm the workers at the site or future users of the premises. THEM or the NRC will be able to refuse any products deemed non-compliant or for which THEM has not received any information. Please conduct adequate research.
8. Present the implementation and construction diagrams for decontamination chambers and low-pressure systems for review and approval at least ten (10) days before the start of work.

Upon completion

9. Submit its duly completed compliance certification form to the CNESST (example in Appendix E).
10. Waste transfer tags (example in Appendix D), waste weight tag (burial site), waste collection tags or any other relevant documents will be required for any form of payment to be authorized.

## 1.8. SPECIFICS

### CONTRACTOR MANAGEMENT

1. The contractor must comply with requests and obtain approval from THEM before the start of work, particularly for MR work. No work (overall or by phase) can begin without approval by THEM.
2. The contractor will be responsible for checking the quantities, volumes and surfaces of the material to be demolished and removed for the entire project. If necessary, view the plans from other professionals and check on the site during the bid visit.
  - a. All procedures involving asbestos-containing materials must provide for the complete removal of the material down to the structural components.
3. The contractor will be responsible for other small-scale work coinciding with the work for the main project that will be assigned to it through its mandate for the success of the project.

### STANDARD TERMS & CONDITIONS

4. Check with the NRC, the architect and other professionals for the equipment use timeframes and the work timeframes.



5. The schedule for work site access and for the disposal of waste will need to be verified with NRC, the architect and other professionals.
6. Emergency exits must be unobstructed at all times.
7. The contractor will need to install posters that indicate the access and exit points and the work area.
8. The contractor will need to work within the constraints of NRC's dust control policy, which includes, among other things, airtight enclosures and negative pressure for all types of work. It will also need to comply with municipal bylaws.
9. Dust control mats will need to be placed at work area exits and will need to be changed regularly.
10. If the access points cause cleanliness problems at the edge of the work site, these areas will be deemed to be part of the work site. The contractor will be responsible for performing any work to include the area in the work site upon instruction by THEM or NRC and without any financial compensation by NRC, THEM or other representatives.
11. The contractor must take the necessary means to keep noise to a minimum. See the client's additional general conditions.
12. The areas must be cleaned after each shift.
13. Unless otherwise indicated, waste must be disposed of every day. Unless otherwise indicated, temporary storage of waste at the same location is prohibited.

#### **MOBILIZATION AND DEMOBILIZATION**

14. Mobilization or demobilization must be carried out in such a way that the activities of the client or its neighbours are not disrupted.
  - i. The contractor's first activity must involve installing the airlocks and negative pressure systems.
  - ii. The contractor will need to use methods and the necessary material to provide the necessary protection.
  - iii. Protection for finishes and equipment must prevent water from reaching the equipment (electrical or otherwise).
  - iv. Plan for one (1) change room per MR area.
15. THEM proposes the following mobilization:

For the work:

  - i. Enter work site from side door of room A-72;
  - ii. Waste disposed through the same door.
16. Note that the contractor must, if required, protect the lower floor, upper floor and adjoining areas of the work area against water leaks, dust, falling rubble, etc. The contractor must therefore make its area airtight. It will be responsible for damage or breakages caused by its work.

- i. Openings in the structure of walls, ceilings, columns, etc., must be protected at the start or as work progresses.
- ii. Openings in the floor finish or floor structures must be protected (e.g., drains, sumps, etc.)

17. The contractor is responsible for dismantling or demolishing finishes, structures or mechanical equipment for service cuts that will allow it to fulfill its mandate or be able to access services that will allow it to fulfill its mandate. This must be coordinated with the appropriate NRC services. Develop a schedule before being able to start work.

18. If exploratory openings are useful or necessary for the future coordination of NRC project activities, the contractor is responsible for them (at its expense). It will not be able to unduly extend the length of its mandate or claim said costs due to its needs or omissions on its part or due to the presence of asbestos in the finishes.

19. The contractor must comply with the sequence of work and must consider the fact that each stage will be or may be separate.

20. DOP test or fit test certificates will need to be provided to THEM before the start of work, particularly even if the air is vented within the building. No work can begin until the certificates are submitted to and approved by THEM. Check with THEM.

21. Filtered air release tubes must be flexible and coiling (fabric or aluminum).

#### USE OF WATER AT THE WORK SITE

22. The contractor must notify NRC and THEM or its representatives of its intent and need to use water to fulfill its mandate.
23. The contractor must plan for separate water supply lines for the work site, cleaning waste containers or other needs.
24. The water supply must be able to be closed from outside the area. The taps must be accessible and properly identified.
25. The tubes, taps or valves must be watertight (with or without pressure).
  - i. Any defects in watertightness or leaks in the plumbing must be corrected immediately.
  - ii. The contractor is responsible for any leaks and damage caused by water leaks (equipment, non-airtight enclosure, misuse, etc.)
26. If needed, based on the layout of the premises, the contractor can install solid water conduits (copper) to supply water to its subcontractors.

## OCCUPATIONAL HEALTH AND SAFETY (OHS) CONDITION AND CONTROL

27. Note that THEM, as a representative of NRC, will be able to test workers' knowledge of how to carry out personal protection tests (fit tests) prior to the start of work. Workers who do not know how to perform the test will be excluded from the work site.
28. All work will be subject to an inspection and supervision program that will be implemented by people with experience and expertise in asbestos control and regulations. Supervision of work may be ensured by construction health and safety technical advisors from NRC or its representative.
29. Note that since April 2007, silica dust control (cement/concrete) and methods for protecting workers and the public are similar to those for asbestos.
30. During demolition work, workers are asked to wear half-mask respirators (with cartridges) in addition to personal protective equipment.
31. Note that no worker will be able to work alone at the work site. A superintendent, foreman or another authority must be on the premises during work site activities.
32. Many electrical, computer network or water lines, etc., are likely to cross walls, drop ceilings or ceilings. The contractor must therefore be very vigilant when demolishing these structures, despite service cuts and indications of the services to protect or indicated on the engineer's plans.

## ARCHITECTURE

33. Always refer to the plans provided by the architect and other professionals for the exact extent of the interventions required.
34. The work areas for both stages of work must comply with MR conditions.
35. The removal of asbestos-containing material must be done for all material (regardless of thickness) to eliminate asbestos contamination. If a partition is not demolished (i.e., the partition is retained), the asbestos component covering it must be scraped/removed down to the original structure.
36. The contractor will provide for additional lighting in all its work areas.

### 1.9. AIR SAMPLING AND MONITORING

1. The architect will be responsible, if required, for monitoring costs during normal construction site work hours for one single shift.
  - i. If the asbestos contractor wants to perform its work over several shifts or on weekends, it will need to coordinate with THEM.

2. For the work, during each shift, depending on the risk level, air samples may be taken and analyzed, inside and outside the work enclosure, in accordance with a method that complies with the standards set by CNESST and in compliance with sections 43 and 44 of the *Regulation respecting occupational health and safety*, LRQ, c S-2.1, r 19.01. The results will be taken and analyzed by technical advisors acting as the client's construction health and safety representatives. Air tests may also be carried out in other work areas or zones as needed.
3. In accordance with these specifications and to ensure compliance, THEM may conduct air tests and monitor the work site.
4. If the air samples taken outside the enclosure surpass the threshold allowed, the areas where they were taken must be sealed and cleaned according to the methods used in the work area at the contractor's expense. The contractor (and its workers) must not forget that they are working in a sensitive environment due to the clientele and neighbouring activities.

#### 1.10 DISPOSAL OF WASTE

1. The handling of waste between the work area and the container used to transport it must be coordinated with the health and safety technical advisors from NRC or THEM.
  - i. Waste must be removed through the exit located on the architects' plans and identified by the architect during the bid visit or when coordinating at the work site.
  - ii. The transfer of waste between the work site area and the designated door or exit must be done using a clean cart, the top of which must be covered (protected) with a wet cloth.
  - iii. When disposing of waste, no demolition work should be performed at the same time.
2. If plaster cement or other waste is contaminated with asbestos (but not silica), this contaminated waste must be removed using soft containers (bags, two thicknesses) or packaged (several layers).
3. Note that if the disposal of waste, as planned, must be done in front of or next to the louvred shutters of the building's fresh air intakes, the contractor must take precautions to prevent any form of contaminated air from entering the ventilation system (building). If needed, it must set up protections (partitions) or conduits, etc. The ultimate goal for any of these solutions will be to capture fresh air outside of the work areas (work site).
4. If appropriate for the work site, unless otherwise indicated by NRC or its representative (THEM), the contractor may not use any chutes to remove waste.
5. Asbestos-contaminated waste must be transported by an authorized transporter to an authorized landfill.
  - i. The contractor must notify the company managing the landfill that the deposited materials are dangerous and ensure that all handling staff

have received the necessary instructions for handling the waste after it is unloaded.

- ii. The contractor must provide NRC's representative (THEM) with a waste transfer tag (WTT).

## 1.11 WORKER PROTECTION

1. Before starting work, give employees the necessary instructions on using respiratory protection devices (masks), work clothing, showers (for high-risk work) and the procedure for entering and exiting the work area, as well as any other information on work methods and safety.
2. Respiratory protection devices: All employees must be equipped with a numbered personal respiratory protection device (negative-pressure half-mask type) for low and moderate risk work (chrysotile asbestos) or a positive-pressure full mask with assisted ventilation for moderate risk work (amosite asbestos), mitigated moderate-risk work and high-risk work. Each device must comply with the *Guide des appareils de protection respiratoire utilisés au Québec* published by the Institut de recherche Robert-Sauvé en santé et en sécurité du travail, as it reads at the time that it is applied. Each device must be selected, fitted and cared for in accordance with CSA Standard Z94.4-93 *Selection, Use, and Care of Respirators*.

Any person whose facial hair (such as beards) prevents the proper wearing of the respiratory protective device on their face will be prohibited from accessing the work area. **Any person entering a work area must be equipped with an appropriate respiratory protection device. Anyone not following this instruction will be prohibited from accessing the work area for the duration of work.**

3. Protective clothing: Workers will be equipped with disposable coveralls with a hood that is resistant to penetration by asbestos fibres. It must cover the entire body and close at the neck, wrists and ankles. After being used in the work area, these coveralls will be considered contaminated and will be discarded. The other body parts will be protected in accordance with the safety code regulations in force.
4. All electrical equipment will be powered by a circuit that is protected against short circuits by a grounded breaker.
5. Workers must wear their coveralls and respiratory protection device when they have to perform tasks that may cause asbestos fibres to scatter.
6. It is prohibited to eat, drink, and smoke or chew gum or tobacco inside a work area or in the decontamination rooms.

## 1.12 VISITOR PROTECTION

1. Any person visiting the work area (or decontamination rooms) will need to be provided with protective coveralls and an appropriately certified respiratory protection device.
2. The contractor must provide two additional clean and sterilized respiratory protection devices by type of risk that is present: half mask for low- and moderate-

risk areas (chrysotile asbestos) and full mask with assisted ventilation for moderate-risk areas (amosite asbestos) and high-risk areas, as well as disposable protective suits. This equipment must be available **at all times** in the change room for street clothing.

In addition, the contractor must provide cartridges (filters) for visitors or the representative (THEM).

3. Authorized visitors must have received the necessary instructions regarding:
  - i. The use of protective clothing and respiratory protection devices.
  - ii. The procedure for entering and exiting the work area.

END OF GENERAL SECTION

**APPENDIX A  
INSURANCE STATEMENT**

APPENDIX

**INSURANCE STATEMENT AND PROOF  
FROM THE SPECIALIZED CONTRACTOR OR  
GENERAL ASBESTOS CONTRACTOR**

**PROJECT IDENTIFICATION:** National Research Council Canada  
6100 Royalmount Avenue in Montréal  
Project: Replacement of floor finish

I, the undersigned, \_\_\_\_\_, the duly authorized representative of the general  
or specialized contractor, \_\_\_\_\_, and selected for the above-  
named project,

Declare that:

I HAVE ATTACHED MY INSURANCE CERTIFICATE FOR SPECIALIZED ASBESTOS WORK  
AND CERTIFY THAT THIS INSURANCE POLICY DOES NOT EXCLUDE WORK WITH  
ASBESTOS AND THE POLLUTION THAT MAY RESULT FROM IT DURING WORK.

Contractors must submit this document to be accepted by NRC and THEM.

Name of contractor's representative: \_\_\_\_\_

In witness whereof, I have signed at: \_\_\_\_\_

Received by NRC, the architect or THEM.

\_\_\_\_\_  
Name of Representative

\_\_\_\_\_  
Date

Signature of NRC representative, the architect or THEM:  
\_\_\_\_\_



**APPENDIX B**

**THEM PLANS: LOCATION OF WORK AREAS IN RELATION  
TO ASBESTOS-CONTAINING MATERIALS (NON-  
COMPREHENSIVE)**

**FOR INFORMATION**



1 légende

- 2  Zone amiante risque élevé
- 3  Zone amiante risque élevé allégé
- 4  Zone amiante risque modéré
- 5  Zone amiante risque faible
- 6  Espaces non-visités

ACCÈS AU CHANTIER

7 **GESTION ENVIRONNEMENTALE T. HARRIS INC.**  
Experts - Conseil en Environnement  
4 Place du Commerce, Bureau 101, Brossard, J4W 3B3, Tél: (450) 465-9990

8 Client **Centre national de recherche du Canada** Projet client n° 000

9 Titre **6100, Ave Royalmount, Montréal  
Rez-de-chaussée (Étape 1)**

11 Dess. **C.B.** Date 12 **09 février 2023**


13 N° Devis **DEV 230208-01**

14 Dessin n° **DEV-01** 15 Projet GETH n° **11283**



1  
Légende

-  Zone amiante risque élevé 2
-  Zone amiante risque élevé allégé 3
-  Zone amiante risque modéré 4
-  Zone amiante risque faible 5
-  Espaces non-visités 6

 <b>GESTION ENVIRONNEMENTALE T. HARRIS INC.</b> Experts - Conseil en Environnement 4 Place du Commerce, Bureau 101, Brossard, J4W 3B3, Tél: (450) 465-9990		Dess. <b>11</b> C.B. Date <b>12</b> 09 février 2023
Client <b>8</b> Centre national de recherche du Canada	Projet client n° <b>10</b> 000	N° Devis <b>13</b> DEV 230208-01
Titre <b>9</b> 6100, Ave Royalmount, Montréal Rez-de-chaussée (étape 2)	Dessin n° <b>14</b> DEV-02	Projet GETH n° <b>15</b> 11283

**APPENDIX C  
WASTE TRANSFER TAG (WTT)**



**WASTE TRANSFER TAG (WTT)  
WASTE CONTAMINATED WITH  
ASBESTOS**



**Tag No.\*:**

**SENDER**

Person responsible:  Signature of the person responsible:

**PROJECT**  Cedar Street School Date:  Transfer type: Transit  Final

WCFI-1321 Address:   
Building type:

**CONTRACTOR**  No.:

Name:  Street:

City:  Province:  Postal code:

Person responsible:  Signature of the person responsible:

**TRANSPORTER**  No.:

Authorization certificate no. (if Ontario):

Name:  Street:

City:  Province:  Postal code:

Person responsible:  Signature of the person responsible:

**RECIPIENT** (temporary storage site or landfill site)

No.:  Authorization certificate no. (if Ontario):

Name:  Street:

City:  Province:  Postal code:

Person responsible:  Signature of the person responsible:

**DESCRIPTION OF TRANSPORTED WASTE**

DESCRIPTION	Container		
	Type**	Count	Weight
1-			
2-			
3-			
4-			

\* Number the tags for each project starting at 1.  
 \*\* Bags, barrels or other containers used to transport waste. For each type of container, use 1 to 4 description boxes. If more than 4 boxes are needed, use a second tag.  
 Attach all documents for transporters, burial site or other information.

\*The document may be different. However, it may contain the same information.

APPENDIX D  
CNESST NOTICE OF OPENING OF A CONSTRUCTION SITE

## OBLIGATIONS OF THE ACT

When opening and closing a construction site, Quebec's *Act respecting occupational health and safety* and the relevant regulations include the following obligations:

1. The **principal contractor** must provide the **CNESST** with a **written notice to open a construction site** at least 10 days before activities begin.

However, if this is a **major work site** (\*), the notice must be sent at least 180 days before activities begin.

2. If the work site will be open for one month or less, the closure date, or when it will be completed, must be indicated on this notice.
3. For work sites that are planned to be open for more than one month, the principal contractor must send a **written notice to close a work site** at least 10 days before activities end.
4. When opening a construction site that must have at least 10 construction workers simultaneously at a given point in the work, the principal contractor must ensure that a prevention program is developed that contains all the items prescribed by regulation.

This prevention program must be sent in writing to the CNESST at least 10 days before the start of work in the following cases:

- When it is expected that the work site's activities will simultaneously occupy at least 25 construction workers at a given point in the work;
- When this involves the construction of one or more buildings with a total floor surface area of 10 000 square metres or greater; or
- When the work site has a high accident risk, as defined in Block 3 of this form.  
(\* See definitions on the reverse.

## INSTRUCTIONS

### BLOCK 1

**Identification of the work site.** Write the full name most likely to identify the work site (name of project).

### BLOCK 2

**Location of work site.** Write the municipal address of the work site (number, street, address, county and postal code). If the address is not available, indicate the location using a cadastral description or coordinates in relation to the nearest public road.

### BLOCK 3

**Characteristics of the work site.** Check (v) all applicable characteristics of the planned work site. Indicate the nature of the work to be performed and the cost of this work.

**Note:** If it is a demolition work site, section 3.18.1 of the *Safety Code for the construction industry* requires that the CNESST be provided with a notice of demolition and the associated process.

### BLOCK 4

**Opening date of work site.** Write the date when activities must begin.

### BLOCK 5

**Maximum number of construction workers planned for the work site at a given point in the work.** Enter the number, including subcontractors.

### BLOCK 6

**Expected duration of work site activities.** Three cases may be possible:

- Expected duration of less than a month - indicate it in days;
- Expected duration of more than a month, but less than a year - indicate it in months; or
- Expected duration of more than a year - indicate it in year(s) and months.

### BLOCK 7

**Total surface area of building floors.** When constructing one or more buildings on a work site, enter the total surface area of the floors of these buildings.

### BLOCK 8

**Planned closing date of work site.** Two cases may be possible:

- If the expected date is in one month or less, write the expected closing date immediately on the **Notice to open**; or
- If the expected date is in more than a month, write the expected closing date **only** on the **Notice to close**.

### BLOCK 9

**Setup and dismantling plans and processes.** If section 2.4.1 (paragraphs 2 and 3) of the *Safety Code for the construction industry* affects your work site, place a check mark next to all that apply.

### BLOCK 10

**Identification of the principal contractor.** Write the headquarters of the principal contractor, its address (number, street, town, county and postal code), the legal entity number and that of the institution assigned to it by the CNESST, if they are known, and its telephone number.

### BLOCK 11

**Identification of the owner.** Complete this block only if the owner is different from the principal contractor. Use the same identification instructions as in Block 10.

### BLOCK 12

**Signature of the principal contractor or duly appointed representative.** Once the form is complete, use block letters to write your name, title and telephone number, then sign and date it. Then detach the sheet and complete the section on the reverse side on identifying the persons and companies at the work site (Block 13).

### BLOCK 13 (reverse)

**Identification of the persons and companies on the work site.** Write a check mark next to the duty and write the headquarters, address (number, street, town, county and postal code), as well as the legal entity number or that of the institution, if they are known, for each person or company.

This block contains 14 spaces. If the number of persons or companies exceeds this, make a photocopy of the reverse page and attach it to the original or attach a list providing the requested information.

### Sending the form

Send the *Notice of opening or closing of a construction site* to the Regional Branch of the CNESST where the work site is located (see the list of addresses on reverse).



## Definition of terms used

### 1. CONSTRUCTION SITE

Place where work is done involving foundations, erection, maintenance, renovation, repair, modification or demolition of buildings or civil engineering structure, which is carried out on the work site, including prior land development work and any other work established by regulations. It also includes the sites made available to construction workers for accommodation, food and leisure purposes.

### 2. MAJOR CONSTRUCTION SITE

Work site where at least 500 workers are employed at a given point in the work.

### 3. EMPLOYER

Anyone, including the Government of Quebec, who has work performed by an employee.

### 4. PERSONS AND COMPANIES ON A WORK SITE

These include all **architects, engineering consultants, work supervisors and employers** present at a construction site.

### 5. PRINCIPAL CONTRACTOR

The owner or person who, at a construction site, is responsible for all the work being carried out.

### 6. SITE SUPERVISOR

The person or organization responsible for monitoring work at a construction site.

### 7. CONSTRUCTION WORKERS

Any apprentice, labourer, unspecialized worker, qualified worker, journeyman or clerk who works for an employer and who is entitled to a salary. This definition includes students in cases determined by regulation.

### 8. WORK ABOVE OR NEAR WATER

Work done above or at least 2 m from a body of water that has a minimum depth of 1.2 m where watercraft can be used or where the water flows at more than 0.51 m/s and may carry away a person.

### 9. ASBESTOS: HIGH-RISK SITE

A) The removal of friable material containing asbestos, except if:

i) The removal process ensures that the work area is isolated from the worker's breathing area;

or

ii) The handling or removal of small quantities of friable materials containing asbestos, the volume of which does not exceed 0.03 cubic metres for each minor renovation or specific normal maintenance job.

B) The cleaning or removal of a ventilation system, including rigid ducts, in buildings where the insulation contains asbestos applied by spraying.

C) The enclosure of friable material containing asbestos by the spray application of a sealant.

D) The repair, alteration or demolition of kilns, boilers or other devices made entirely or partly from refractory materials containing asbestos.

E) The use of electrical tools that are not equipped with a ventilation system that features a high-efficiency filter (filter that can catch particles measuring 0.3 µm with an effectiveness rate of at least 99.97%) for moulding, cutting, piercing or abrading manufactured items that contain asbestos, which includes the following in particular:

i) Vinyl composition tile

ii) Acoustic tiles

iii) Gaskets

iv) Seals

v) Asbestos cement products

F) The handling of a friable material containing crocidolite or amosite.



For CNESST use

Region

Site no.

1	Name of project or work site name		
2	Municipal address of work site		
Location			Postal code
	<b>If the municipal address is not available, fill in the appropriate boxes</b>		
	Cadastral designation of work site	Lot number	Town
	Location in relation to the nearest public road	Public road	Location
3	<p><b>In the case of a high-risk work site, check below:</b></p> <input type="checkbox"/> Excavation 6 m or more <input type="checkbox"/> Trench 50 m or more in length (including aqueducts and sewers) <input type="checkbox"/> Underground <input type="checkbox"/> Diving work and in a hyperbaric environment <input type="checkbox"/> Demolition		
Characteristics of the work site	<p><input type="checkbox"/> Building, structure or structural element 15 m or more in height            <input type="checkbox"/> Construction or repair of power lines or their supports            <input type="checkbox"/> Work at a distance of 3 m or less from a power line of more than 750 volts</p> <p><input type="checkbox"/> Work above or near water            <input type="checkbox"/> Work in a generating station or substation            <input type="checkbox"/> Work in confined spaces (e.g., storage tank, access shaft)            <input type="checkbox"/> Use of explosives            <input type="checkbox"/> Asbestos (See def. no. 8)</p> <p><input type="checkbox"/> Dredging work</p>		
Nature of work	Residential building	Commercial building	Removal <input type="checkbox"/> Demolition involving asbestos <input type="checkbox"/>
	Industrial building	Public building	Attach work methods and processes <input type="checkbox"/> Training and information program in accordance with section 3.23.7 of the <i>Safety Code for the construction industry</i> Yes <input type="checkbox"/> No <input type="checkbox"/>
	Civil engineering	Type of works	Renovation or <input type="checkbox"/> New building <input type="checkbox"/>
		Cost of work	\$
4	Initiation date of work site	5. Maximum number of construction workers planned for the work site at a given point in the work, including subcontractor employees	6. Expected duration of the work site
7	Total surface area of building floors	8. Expected closing date of work site: Give a date only if the planned duration of the work site (Block 6) is one month or less.	Year    Month    Day
9	Setup and dismantling plans and processes.	If section 2.4.1, paras. 2 and 3 of the <i>Safety Code for the construction industry</i> apply, check	Installation and dismantling plans and processes <input type="checkbox"/> Submitted <input type="checkbox"/> To be submitted
10	Name		Legal entity number (if known) ENL
	Address		Institution number (if known) ETA
			Postal code    Telephone no.
11	Name		Legal entity number (if known) ENL
	Address		Institution number (if known) ETA
			Postal code    Telephone no.
12	Name (in block letters)		<p><b>IMPORTANT:</b> Detach this sheet and identify, on the reverse side, the persons or businesses on the work site.</p> <p style="text-align: center;">BLOCK 13</p>
	Title	Telephone no.	
	Signature X	Year    Month    Day	

**13 Identification of the persons and companies on the work site**

**If more space is needed, attach a list providing the same information.**

Duty (check)	<input type="checkbox"/> Architect <input type="checkbox"/> Site supervisor	<input type="checkbox"/> Employer <input type="checkbox"/> Engineering consultant	Legal entity or institution number	Duty (check)	<input type="checkbox"/> Architect <input type="checkbox"/> Site supervisor	<input type="checkbox"/> Employer <input type="checkbox"/> Engineering consultant	Legal entity or institution number
Name				Name			
Address				Address			
			Postal code				Postal code
Duty (check)	<input type="checkbox"/> Architect <input type="checkbox"/> Site supervisor	<input type="checkbox"/> Employer <input type="checkbox"/> Engineering consultant	Legal entity or institution number	Duty (check)	<input type="checkbox"/> Architect <input type="checkbox"/> Site supervisor	<input type="checkbox"/> Employer <input type="checkbox"/> Engineering consultant	Legal entity or institution number
Name				Name			
Address				Address			
			Postal code				Postal code
Duty (check)	<input type="checkbox"/> Architect <input type="checkbox"/> Site supervisor	<input type="checkbox"/> Employer <input type="checkbox"/> Engineering consultant	Legal entity or institution number	Duty (check)	<input type="checkbox"/> Architect <input type="checkbox"/> Site supervisor	<input type="checkbox"/> Employer <input type="checkbox"/> Engineering consultant	Legal entity or institution number
Name				Name			
Address				Address			
			Postal code				Postal code
Duty (check)	<input type="checkbox"/> Architect <input type="checkbox"/> Site supervisor	<input type="checkbox"/> Employer <input type="checkbox"/> Engineering consultant	Legal entity or institution number	Duty (check)	<input type="checkbox"/> Architect <input type="checkbox"/> Site supervisor	<input type="checkbox"/> Employer <input type="checkbox"/> Engineering consultant	Legal entity or institution number
Name				Name			
Address				Address			
			Postal code				Postal code
Duty (check)	<input type="checkbox"/> Architect <input type="checkbox"/> Site supervisor	<input type="checkbox"/> Employer <input type="checkbox"/> Engineering consultant	Legal entity or institution number	Duty (check)	<input type="checkbox"/> Architect <input type="checkbox"/> Site supervisor	<input type="checkbox"/> Employer <input type="checkbox"/> Engineering consultant	Legal entity or institution number
Name				Name			
Address				Address			
			Postal code				Postal code
Duty (check)	<input type="checkbox"/> Architect <input type="checkbox"/> Site supervisor	<input type="checkbox"/> Employer <input type="checkbox"/> Engineering consultant	Legal entity or institution number	Duty (check)	<input type="checkbox"/> Architect <input type="checkbox"/> Site supervisor	<input type="checkbox"/> Employer <input type="checkbox"/> Engineering consultant	Legal entity or institution number
Name				Name			
Address				Address			
			Postal code				Postal code
Duty (check)	<input type="checkbox"/> Architect <input type="checkbox"/> Site supervisor	<input type="checkbox"/> Employer <input type="checkbox"/> Engineering consultant	Legal entity or institution number	Duty (check)	<input type="checkbox"/> Architect <input type="checkbox"/> Site supervisor	<input type="checkbox"/> Employer <input type="checkbox"/> Engineering consultant	Legal entity or institution number
Name				Name			
Address				Address			
			Postal code				Postal code

For CNESST use

Region

Site no.

1	Project/work site name		
2 Location	Municipal address of work site		Postal code
	If the municipal address is not available, fill in the appropriate boxes		
	Cadastral designation of work site	Lot no.	Town
	Location in relation to the nearest public road	Public road	Location
3 Characteristics of the work site	In the case of a high-risk work site, check below:		Other type of work site, check here <input checked="" type="checkbox"/>
	<input type="checkbox"/> Excavation 6 m or more in depth <input type="checkbox"/> Trench 50 m or more in length (including waterworks and sewers) <input type="checkbox"/> Underground <input type="checkbox"/> Work carried out under water and in a hyperbaric environment <input type="checkbox"/> Demolition		<input type="checkbox"/> Work at a distance of 3 m or less from a power line or more than 750 volts
4 Nature of work	Residential building	Single family <input type="checkbox"/> Multi-family <input type="checkbox"/>	Commercial building <input type="checkbox"/> Public building <input type="checkbox"/>
	Industrial building	<input type="checkbox"/>	Civil engineering <input type="checkbox"/>
	Civil engineering	<input type="checkbox"/>	Type of works: Renovation or <input type="checkbox"/> New building <input type="checkbox"/>
5. Maximum number of construction workers planned for the work site at a given point in the work, including subcontractor employees		6. Expected duration of the work site	
7. Total surface area of building floors		8. Expected closing date of work site: Give a date only if the expected duration of the work site (Block 6) is one month or less.	
9. Setup and dismantling plans and processes.		Installation and dismantling plans and processes	
10 Identification of principal contractor	Name		Legal entity number (if known) ENL
	Address		Institution number (if known) ETA
	Postal code		Telephone no.
11 Identification of owner (if different from principal contractor)	Name		Legal entity number (if known) ENL
	Address		Institution number (if known) ETA
	Postal code		Telephone no.
12 Signature of principal contractor or duly appointed representative	Name (in block letters)		
	Title		Telephone no.
	Signature X		Year    Month    Day

		For CNESST use		Region	Site no.	
1	Identification	Name of project or work site				
2	Location	Municipal address of work site				
		Postal code				
		If the municipal address is not available, fill in the appropriate boxes				
		Cadastral designation of work site	Lot no.	Town		
		Location in relation to the nearest public road	Public road	Location		
3	Characteristics of the work site	<p><b>In the case of a high-risk work site, check below:</b></p> <input type="checkbox"/> Excavation 6 m or more in depth <input type="checkbox"/> Trench 50 m or more in length (including waterworks and sewers) <input type="checkbox"/> Underground <input type="checkbox"/> Work carried out under water and in a hyperbaric environment <input type="checkbox"/> Demolition				
		<p><b>Other type of work site, check here <input type="checkbox"/></b></p> <input type="checkbox"/> Building, structure or structural element that is 15 m or more in height <input type="checkbox"/> Construction or repair of power lines or their supports <input type="checkbox"/> Work at a distance of 3 m or less from an electrical line of more than 750 volts				
		<input type="checkbox"/> Work carried out above or near water <input type="checkbox"/> Dredging work <input type="checkbox"/> Work in a generating station or substation <input type="checkbox"/> Work in confined spaces (e.g., storage tank, access shaft) <input type="checkbox"/> Use of explosives <input type="checkbox"/> Asbestos (See def. no. 8)				
4	Nature of work	Residential building	Single family <input type="checkbox"/>	Commercial building	<input type="checkbox"/>	
			Multi-family <input type="checkbox"/>			
		Industrial building	<input type="checkbox"/>	Public building	<input type="checkbox"/>	
		Civil engineering	<input type="checkbox"/>	Type of works	Renovation or <input type="checkbox"/> New building <input type="checkbox"/>	
				Asbestos	<input type="checkbox"/> Removal <input type="checkbox"/> <input type="checkbox"/> Demolition involving asbestos <input type="checkbox"/> <input type="checkbox"/> Attach work methods and processes <input type="checkbox"/> Training and information program in accordance with section 3.23.7 of the <i>Safety Code for the construction industry</i> Yes <input type="checkbox"/> No <input type="checkbox"/>	
					Cost of work \$	
4	Initiation date of work site	Year	Month	Day		
7	Total surface area of building floors	m <sup>2</sup>		7. Maximum number of construction workers planned for the work site at a given point in the work, including subcontractor employees	8. Expected duration of the work site	
7		8. Planned closing date of work site Write a date only if the planned duration of the work site (Block 6) is one month or less.			Year	
		Month	Day			
9	Setup and dismantling plans and processes	If section 2.4.1, paras. 2 and 3 of the <i>Safety Code for the construction industry</i> apply, check		Installation and dismantling plans and processes		
				<input type="checkbox"/> Submitted <input type="checkbox"/> To be submitted		
10	Identification of principal contractor	Name			Legal entity number (if known) LEN	
		Address			Institution number (if known) INS	
		Postal code			Telephone no.	
11	Identification of owner (if different from principal contractor)	Name			Legal entity number (if known) LEN	
		Address			Institution number (if known) INS	
		Postal code			Telephone no.	
12	Signature of principal contractor or duly appointed representative	Name (in block letters)		Name (in block letters)		
		Title	Telephone no.	Title	Telephone no.	
		Signature	Year    Month    Day	Signature	Year    Month    Day	
		X		X		

**To reach the CNESST, just call:  
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**APPENDIX E**

**CNESST CERTIFICATE OF COMPLIANCE FORM (FOR  
END OF CONTRACT)**

What type of request is this? (Check **only one** of the following boxes)

Réinitialiser

Request for information on compliance status

or

Request for compliance certification

Imprimer

### Information on applicant's identity

Last name, first name		Duty	
Email address	Telephone	Ext.	Fax
Action by:			
<input type="checkbox"/> Employer who awarded the contract (client)		or	
		<input type="checkbox"/> Contractor performing the work	

### Information on the identity of the contractor performing the work

Name	Quebec enterprise no. (NEQ):	
	or	
	Employer no.:	

### Information on the identity of the employer who awarded the contract (client)

Name	Quebec enterprise no. (NEQ):	
	or	
	Employer no.:	

### Contract description

Title of the contract		
Address indicated on the contract		
Nature of the work		
Work start date:	Year   Month   Day	Amount of contract (before taxes)
Indicate <b>only one</b> of the following dates:		\$
End of work (expected date)*:	Year   Month   Day	
Or		
End of work (actual date)**:	Year   Month   Day	Labour costs relative to contract (\$ or %)
		\$
* Use this date for any request for information on compliance status (during contract)		
** Use this date for any request for compliance certification (at end of contract)		
Is at least one subcontractor involved in the execution of the contract? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Name of subcontractor(s) (Include attachments as necessary)	Quebec enterprise no. (NEQ) or employer no.	Contract amount (before taxes)
		\$
		\$
		\$
Authorized by (if applicable)	Telephone	Ext

### Signature

Applicant's signature	Year   Month   Day
-----------------------	--------------------

Note: It is important that the contractor performing the contract work and subject to this request retains the information on the breakdown of labour costs in relation to the contract based on its experience. It must provide this information to the CNESST on request.

**APPENDIX F**

**TABLE OF SAMPLES PROVIDED BY THE  
CLIENT**



34	Tuile plancher - TP006	6100 av. Royalmount, RDC, A-78	Phase Tuile: CHRYSOTILE 23.7%
	Tuile de vinyle 12"x12" Blanche et noire		

**APPENDIX G**

**PART 2**

**DOCUMENTING WORK PROCEDURES**

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APPENDIX 2	MATERIALS AND EQUIPMENT

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## **GENERAL CONDITIONS FOR ALL TYPES OF ASBESTOS WORK**

### PREPARATION BEFORE REMOVING ASBESTOS

### PROCEDURES FOR ENTERING AND EXITING ASBESTOS WORK SITES

## **PROCEDURES FOR ENTERING AND EXITING ASBESTOS WORK SITES**

(For procedures for entering and exiting a moderate-risk [MR] work site, see the section specific to MR sites.)

1. Procedure for entering the work site
  - i. Any person entering a contaminated area (work area) must wear their appropriate respiratory protection device and disposable coveralls with a hood.
2. Procedure for exiting the work site
  - i. Any person leaving the work area must free their work clothing of asbestos dust using a HEPA vacuum and remove the disposable coveralls inside the work area. The contaminated clothing will be placed in specific containers for disposing contaminated waste (inside the work area).
  - ii. All reusable clothing items, such as shoes, protective glasses, special clothing, protective helmets, respiratory protection devices, etc., must be cleaned using a bucket of water and a brush outside the work area.

## **PREPARATION OF WORK AREA**

1. For this section, the worker may not wear their respiratory protection device and coveralls if the asbestos-containing materials are not affected.
2. Protect all furniture and equipment using sealed polyethylene sheets.
3. Inside the work area, place all the tools that will be needed for removing asbestos and for cleaning the work area.

## **POSTER(S) REQUIRED FOR MR, MHR AND HR WORK AREAS**

1. A poster must be affixed at each access point to the work area. This poster must be yellow, measure 500 mm in height and 350 mm in width, and indicate in black characters (the dimensions of which are specified hereinafter) the following information in the same order:

<u>INFORMATION</u>	<u>DIMENSIONS OF CHARACTERS</u>
ASBESTOS	50 mm
DANGER	40 mm
DO NOT INHALE DUST	15 mm
PROTECTIVE EQUIPMENT MANDATORY	15 mm

ENTRY PROHIBITED	15 mm
INHALING ASBESTOS DUST MAY BE HARMFUL TO YOUR HEALTH	10 mm

#### **CLEANING OF WORK AREA**

1. Remove all other materials or waste that is or is likely to be contaminated with asbestos.
2. Clean all surfaces with a wet sponge or a vacuum equipped with a high-efficiency filter.
3. Place the removed material in airtight containers.
4. A label must be affixed to any container that holds asbestos materials. The label must include, in permanent and easy-to-read characters, the following indications and information:

**ASBESTOS CONTAINING MATERIAL**

**TOXIC IF INHALED**

**KEEP THIS CONTAINER PROPERLY CLOSED**

**DO NOT INHALE DUST**

5. Electrical and mechanical equipment damaged by water infiltration or penetration or for any other reason must be replaced, at the contractor's expense.
6. Place polyethylene sheets, strips of adhesive tape, the material used for cleaning, work clothing and other contaminated waste in specified polyethylene bags to transport them to the storage area. Remove all residual debris and dust resulting from dismantling using a vacuum with a high-efficiency filter (HEPA).
7. A final inspection may be carried out for all asbestos areas, particularly the high-risk area (by the client's construction health and safety advisors or by its representative) to ensure that no dust, debris or waste is left on surfaces as a result of work site dismantling operations. In addition, they will check whether the removal work was completely done as required by the specifications.
8. Exit the work area according to the procedure described in the general conditions.

## **LOW RISK WORK SECTION 02 82 10**

### **PREPARATION OF LOW-RISK WORK AREA**

1. Mark the work area with flagging tape. When breakthroughs (or work) must be done at height, a platform on scaffolding may be considered a work area. In this case, where possible, mark the work area 1 metre around the scaffolding.
2. Workers must wear negative-pressure, half mask-style respiratory protection devices and disposable protective coveralls.
3. Outside of the work area, place a bucket of water, soap and towels to allow workers to wash their hands and faces when leaving the work area.

### **LOW-RISK ASBESTOS REMOVAL WORK**

1. Workers must wear negative-pressure, half mask-style respiratory protection devices and disposable protective coveralls.
2. Remove asbestos-containing material and place it in a specified waste container or package it in a double layer of tear-proof polyethylene as removal progresses.
3. Clean the elements to which asbestos-containing material was applied using a metallic brush or sponge and water to remove any trace or debris from asbestos-containing material.
4. Use a vacuum or a sponge and water to clean all work area surfaces and tools to remove any trace or debris from asbestos-containing material.
5. Line the containers using the clearly identified waste bags. Seal the waste containers with tape. Clean the waste containers with a sponge and water. Remove the waste containers and tools from the work area.
6. Place the waste containers in a specified cart for transfer.
7. If applicable, remove the polyethylene sheets covering the furniture and equipment, being careful to roll the sheets in on themselves. Place the polyethylene sheets in an identified waste container and seal it with tape.
8. Clean the work area one final time with a vacuum equipped with a high-efficiency filter. The waste contained in the vacuum's collection bag must be placed in an identified waste container. If the waste is dry, it must be dampened before being transferred to the waste container.
9. Wash hands and face with soap.

### **BREAKTHROUGH WORK ON SURFACES CONTAINING ASBESTOS OR LOW-RISK SILICA**

1. Workers must wear negative-pressure, half mask-style respiratory protection devices and disposable protective coveralls.
2. Break through the surface using a **drill equipped with a source dust collector attached to a vacuum equipped with a HEPA filter.**
3. Seal the ends of the collector using tape and use a vacuum or a sponge and water to clean all work area surfaces and tools to remove any trace or debris from asbestos-containing material.
4. If necessary, replace the vacuum's dust collection bag (when full) with a new bag. Place the used bag in an identified waste container and seal it with tape.
5. Remove the polyethylene sheets covering the furniture and equipment, being careful to roll the sheets in on themselves. Place the polyethylene sheets in an identified waste container and seal it with tape. Clean the work area one final time with a vacuum equipped with a HEPA filter.
6. If breakthroughs are being done using an impact tool, fasten the self-adhesive membrane to the asbestos-containing material. The membrane must exceed a half-inch (1.27 cm) on either side of the material to which it will be fastened. Place and set the material with an impact tool through the membrane.
7. Remove the protective coveralls in the work area and place them in an identified waste container and seal it with tape.
8. Line all containers with an identified second container that is sealed with tape.
9. Remove the respiratory protection device and wash it with a damp cloth.
10. Wash hands and face with soap.
11. Seal the edges of openings with an appropriate sealant product.
12. Line waste containers with a second clearly identified container. Seal the waste containers with tape. Clean the waste containers with a sponge and water. Remove the waste containers and tools from the work area.
13. Seal the edges of openings with an appropriate sealant product.
14. Exit the work area according to the procedure described in the general conditions "Procedures for entering and exiting work sites."

**END OF LOW RISK SECTION**



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## MODERATE-RISK WORK SECTION 02 82 11

### PREPARATION OF MODERATE-RISK WORK AREA

#### LAYOUT OF THE CHANGE ROOM

1. The workers' change room will be built at the location selected by the client's construction health and safety technical advisors. This room will include two isolation doors: one to the work area and another to the exit of the airtight enclosure. It will include lockers for workers to store their personal clothing and other items. It will be used to store clean protective clothing and respiratory protection devices. A mirror will be installed so that workers can properly fit their respiratory protection devices and equipped with a sufficient number of coat hangers and hooks. It will include a bench so that workers can sit to put on or remove their clothing. Lockers will be made available to workers in the clean room and in the access room. With one locker per worker in each of the rooms, they must have at least 0.14 cubic metres (5 cubic feet) of storage space. Open space of at least 600 mm (24 inches) must be provided in front of each row of lockers. The change room must be equipped with lighting that is at least 250 lux and kept at a minimum temperature of 20 °C. In addition, it must be equipped with drinking water.

#### CONSTRUCTION OF THE CHANGE ROOM

In the event there is no adjacent room that features all the listed characteristics and cannot be outfitted, the contractor must build an enclosure for a change room.

1. Wood planks measuring 38 mm x 89 mm (known as a 2x4) must be used to build the framework of the change room. The inside and outside of the framework, as well as the floor must be covered with a layer of tear-proof polyethylene. The joints of the polyethylene sheets must be sealed with a specific tape.
2. Dust control mats must be installed at the entrance to the change room.

#### PREPARATION OF MODERATE-RISK WORK AREA

1. Build an airtight enclosure by separating the work area from the rest of the building using polyethylene sheets. Build a plank framework if necessary to support the polyethylene sheets. The enclosure must be sealed using the specified tape.
2. Unless otherwise indicated, cover the floor with a layer of reinforced polyethylene that is sealed to the walls of the enclosure using a specific tape. The polyethylene on the walls must overlap the polyethylene on the floor by at least 30 cm (12 inches) (for areas where the tiles are free of asbestos).
3. The enclosed work area can be accessed by lifting a partition of the enclosure.
4. Workers must wear disposable protective coveralls and an appropriate respiratory protection device during moderate-risk work and when there is a possibility of disturbing asbestos-containing material.

5. Clean the work area of all debris using a vacuum equipped with a high-efficiency filter or using a sponge and water for all surfaces in the area.
6. Any of the owner's equipment or accessories that are damaged during the work will be replaced at the contractor's expense.
7. A poster must be affixed at each access point to the work area. See description of requirements in the general section.
8. If necessary, install work platforms inside the work area in accordance with regulations in force.
9. Protect cable troughs with 10 mil polyethylene and RF polyethylene or an equivalent and seal using specified tape.
10. After cleaning using a vacuum equipped with a high-efficiency filter or a wet sponge, cover all air inlet or air return ducts with a piece of 10 mil polyethylene and a piece of RF polyethylene and specified tape.
11. If necessary and following approval by the client's construction health and safety advisors or its representative, eliminate obstacles such as bricks and gratings to allow for full cleaning.
12. Inside the work area, place all the tools that will be needed for removing asbestos and for cleaning the work area.
13. Begin removing asbestos-containing material.
14. Line all containers (bags) with an identified second container that is sealed with tape.
15. If there is no washing station near the work area, place outside the work area two (2) buckets of water, soap and towels to allow workers to clean their hands and faces when leaving the work area, and to clean their shoes, protective glasses, protective helmets, respiratory protection devices, etc.
16. Emergency exits and fire exits within the work area must be kept in service and unobstructed; if necessary, find other emergency exits to the satisfaction of the client's competent authorities.

#### **MODERATE-RISK WORK WITH NO ENCLOSURE**

1. See points 4 to 16 in the previous section on preparing an enclosed moderate-risk work area.

#### **ASBESTOS REMOVAL WORK: GLOVE BAG METHOD**

1. Prepare the work area accordingly.
2. Place a sign indicating the presence of asbestos (as specified in the general conditions) while preparing the moderate-risk work area.
3. Dampen and repair the insulation envelopes (that must be removed) with tape. Apply the tape from bottom to top.
4. For pipes that must be removed (cut), wrap the pipe section with two (2) segments of tear-proof polyethylene at places where glove bags will not be used.
5. Place a sheet of polyethylene at least 6 mils thick on the section of pipe or fitting to be cleaned.

6. Place all tools needed for removing the asbestos in the specified pocket of the glove bag.
7. Install the glove bag around the section of the pipe or fitting to be cleaned. Close the clear seal so that the glove bag covers the entire section of pipe or fitting to be cleaned. Seal the ends of the bag using the provided straps.
8. Insert the spray nozzle into the provided opening of the bag.
9. Cut and remove the insulation envelope. Place the insulation envelope at the bottom of the bag.
10. Thoroughly dampen the insulation with penetrating water using the sprayer. Wait a few minutes to allow the water to permeate the insulation down the pipe.
11. Remove the insulation using hand tools. Place the insulation at the bottom of the bag. Spray penetrating water on the contaminated waste at the bottom of the bag.
12. Clean the pipe or fitting using a metallic brush, a sponge and penetrating water to remove all traces of insulation or debris.
13. Wash the upper part of the bag and the tools with a sponge and water.
14. Isolate the upper part of the bag from the lower part by closing the clear fastener. Or, if using a single-use bag, tie off the centre of the bag in order to isolate the upper part from the lower part of the bag and secure the knot using tape.
15. Keep the tools in one of the gloves and invert it to create a pocket on the outside of the bag. Twist the glove to isolate it from the bag. Put tape in two separate locations a few millimetres apart close to the tool pocket. Cut the glove between the taped areas to separate the tool pocket from the bag. Put the tool pocket in a water heater. Cut open the pocket and place the tools into the water heater. Wash the tools. Dispose of the water in the heater in a drain close to the work area.
16. Place an identified waste container (bag) around the glove bag. Remove the bag from the pipe and seal the waste container with tape.
17. Apply a slow-drying sealer or other specified product to the exposed part of the pipe or fitting.
18. Seal the ends of the removed insulation with tape, if not already sealed using another method.
19. If the pipe must be removed, cut the pipe at the cleaned sections at the ends of the covered section of pipe. Identify the section of pipe to be discarded in accordance with regulations.
20. Fold the polyethylene sheet (from the floor) back on itself and place it in an identified waste container.
21. Clean the work area using a vacuum equipped with a high-efficiency filter.

**REMOVAL OF ASBESTOS FROM MORE THAN ONE SECTION USING THE SAME GLOVE BAG (FOR MULTI-USE BAGS)**

1. Complete steps 4 to 12 established above.
2. Place the tools in the lower part of the bag.
3. Wash the upper part of the bag with a sponge and water.
4. Isolate the upper part of the bag from the lower part by tightening the clear fastener.

5. Remove the straps from the ends of the bag.
6. Slide the bag over the pipe to cover a new section. Make sure that part of the new section has already been cleaned.
7. Seal the ends of the bag using the provided straps.
8. Continue from step 7 of the glove bag method.

**MODERATE-RISK WORK – REMOVAL OF ASBESTOS USING THE PACK AND CUT METHOD**

1. If necessary, dampen and repair the insulation envelope with tape. Apply the tape from bottom to top.
2. Clean the work area of all debris using a vacuum equipped with a high-efficiency filter. Clean all surfaces in the area using a sponge and water.
3. Cover the sections of pipe (elbows or fittings) using two segments of tear-proof polyethylene.
4. Make cuts into the fibreglass insulation on each side of the elbows or fittings to be removed. In the event that the cuts need to be made into the asbestos-containing material, do so using the glove bag method as outlined in the specifications.
5. Place a **labelled** waste container (bag) around the enveloped elbows or fittings. Remove the elbows or fittings from the pipe and seal the waste containers with tape.
6. Cut the pipe at the places where the cuts were made.
7. Clean the work area using a vacuum equipped with a high-efficiency filter.

**END OF MODERATE-RISK SECTION**

## MITIGATED HIGH-RISK WORK

### SECTION 02 82 12

**For information purposes – Not required for this project**

#### INSTALLATION OF CHANGE ROOM FOR CLOTHING

1. Worker decontamination rooms will be built at the location selected by the client's construction health and safety technical advisors. These rooms will feature two isolation doors: one to the work area and another to the airtight exit enclosure. They will also include a container for used protective coveralls and a bucket of water, a brush, soap and towels to allow workers to wash their hands and face at the exit of the work area. A dust control mat must be installed at the entrance of this room.

#### CONSTRUCTION OF THE DECONTAMINATION ROOM

1. Wood planks measuring 2 inches x 4 inches will be used to build the room's framework. The inside and outside of the framework, as well as the floor must be covered with a layer of tear-proof polyethylene. The joints of the polyethylene sheets must be sealed with a specific tape.
2. A poster must be affixed at each access point for the work area. For details about the poster, see Part 2 of the General section.
3. A dust control mat must be installed at the entrance of the decontamination room.

#### CONSTRUCTION OF THE WORK AREA

1. If possible, ask the owner to turn off ventilation and air conditioning systems in the work area to keep asbestos fibres from being distributed outside the work area.
2. Ventilation systems or other equipment that must remain active must be placed in an airtight enclosure. Those systems must have an air supply where the filtered air is passed through a low-pressure system and the enclosures.
3. Before the start of asbestos removal work, openings in the work area that involve ventilation and air conditioning systems (HVAC), brick walls or any other openings that lead outside the work area must be covered with a layer of 10 mil polyethylene and a layer of RF polyethylene, and all joints must be sealed with the specified tape. All light fixtures and their fittings, any electrical/mechanical equipment and their fittings, junction boxes, etc. must be covered with 6 mil polyethylene and all joints sealed with the specified tape.
4. If necessary, install work platforms inside the work area in accordance with regulations in force.
5. Cover the walls from the structural ceiling to the floor with a sheet of 6 mil polyethylene (when required). All edges of the polyethylene sheets must be sealed with the specified tape to ensure that the enclosure is airtight along the walls and floor.

6. Seal the floors (if not removed) with tear-proof polyethylene over a layer of 10 mil polyethylene.
7. Where necessary and/or required by the owner, set up temporary partitions. The framework will be made of wood planks measuring 2 inches x 4 inches spaced at 24-inch intervals (centre to centre) between the structural ceiling and the floor. The inner side must be covered with a sheet of 6 mil polyethylene. Enough polyethylene sheet must be left to allow 12 inches of the wall sheet to be covered by 10 mil sheet of the polyethylene floor sheet and at least 12 inches between two adjacent sheets on the vertical surfaces. All edges of the polyethylene sheets must be sealed with the specified tape to ensure that the enclosure is airtight along the walls and floor. The outer side of the wall must be covered with a sheet of RF polyethylene, with all joints being sealed by tape. Install separators between the stud walls if the height of the temporary partition exceeds 12 feet. Support the temporary partitions every 8 feet to ensure that they are stable.
8. Protect cable troughs with 10 mil polyethylene and RF polyethylene or an equivalent and seal using specified tape.
9. Install low-pressure systems equipped with high-efficiency filters (HEPA filters). If possible, the filtered air should be released outside of the building; otherwise, the filtered air can be released inside the building. Each filter (HEPA) must be tested beforehand to ensure that it is at least 99.97% effective when dealing with polyalphaolefin particles (PAO) (emery 3004), which replace dioctyl phthalate (DOP). Test must be performed to assess the airtightness of low-pressure equipment or other equivalent particles with a diameter of 0.3 micrometres. The test must be carried out at the location where the low-pressure system will be used at least five days before the start of work and compliance certificates must be given to the client's construction health and safety advisors or its representative. Any movement of the low-pressure system will immediately render the test invalid.

A pressure difference of 0.02 inches of water between the inside and outside of the work area must be maintained at all times during asbestos removal work. If the pressure difference falls below 0.01 inches of water, the contractor must stop work, except for what is likely to restore the pressure difference to 0.02 inches of water. A sufficient number of systems must be installed so as to ensure a minimum of four changes of air per hour.

For primary and secondary filters, only use those that are recommended by the manufacturer.

10. All low-pressure system tubes must be semi-rigid and aesthetically acceptable to the owner. The specified tape must be used to seal the joints of the low-pressure system tubes.
11. Before starting preparatory work, clean all slanting or horizontal surfaces and remove any debris containing asbestos using a damp sponge or a vacuum equipped with a high-efficiency filter.
12. Cover all air supply or air return openings with a 10-mil piece of polyethylene, a RF polyethylene and the specified tape.
13. Emergency exits within the work area must be kept in service and unobstructed; if necessary, find other emergency exits to the satisfaction of the client's competent authorities.
14. If possible, deactivate the existing power supply within the work area. The power supply in other areas of the building must not be interrupted while performing the work. Install a supply system that is protected by a grounded breaker in areas where asbestos-containing material will be sprayed with water or dampened with penetrating water. All electrical equipment must be powered by this system. This fixture must comply with standards that are in force and be safe.

15. Use a temporary lighting system and keep the level of lighting at no less than 400 lux. Use temporary lighting when necessary.
16. With electrical equipment that must remain in service (panel, pump, etc.), special protective measures will be determined by the owner's representative.
17. Before starting to remove the asbestos, have the work site inspected by the client's construction health and safety technical advisors or by their representatives. The removal of asbestos may begin only after they give their approval.
18. Use a radio communication system between the inside and the outside of the work area. This equipment will need to be continuously operational during asbestos removal work.
19. Provide at least two ABC fire extinguishers that weigh a minimum of 10 pounds and are fully charged. Place an extinguisher in the decontamination room and at least one in the work area. Adjust the number of extinguishers inside the work area based on its surface area (1 extinguisher for every 5 000 sq ft of surface area).
20. The contractor is responsible for the fresh air supply, including any modifications to existing systems.

#### **MAINTENANCE OF ENCLOSURES (DECONTAMINATION ROOMS AND WORK AREAS)**

1. Keep the enclosures in good condition.
2. Ensure that the polyethylene walls remain airtight. If necessary, repair them immediately.
3. Visually inspect the enclosures at the start and end of each shift. Send a fax of the daily compliance checks to the client's health and safety technical advisors (if needed).
4. If necessary, carry out a smoke test to ensure that the enclosures are airtight.

#### **PREPARATIONS BEFORE ASBESTOS REMOVAL**

1. Asbestos removal work must not begin until:
  1. Arrangements have been made for removing waste.
  2. Arrangements have been made for evacuating the water used during removal.
  3. The work area and decontamination room are airtight (including the spaces above the ceiling) and isolated from the rest of the building.
  4. Tools, equipment and waste containers are on hand.
  5. Arrangements regarding building safety have been made.
  6. Posters indicating the type of work being done have been placed at the entrances to the decontamination rooms or any other work area access point.
  7. The preparation work has been approved.
  8. A certified foreman is inside the work area.
  9. The electricity in the work area has been deactivated (if possible).



10. The temporary lighting is in service.
  11. The low-pressure systems are operational.
  12. The client's health and safety technical advisors or their representatives have inspected the facilities, equipment, procedures and documents to be submitted and have approved everything.
2. Before asbestos removal can begin, the contractor must submit its work plan for approval by the owner. Following the owner's approval:
    1. The equipment and tools needed to perform the work and action to take for their installation, use, maintenance, protection and movement.
    2. The safety and cleanliness risks and action to take regarding the work to be performed.
    3. The types of asbestos and other contaminants with which the workers are likely to be in contact when performing the work.
    4. The personal and group protective equipment and methods that must be used.
    5. Establish emergency procedures, which must include the location of emergency exits in the work area and exits that allow the building to be evacuated.

This information must be available at the work areas.

## **MITIGATED HIGH-RISK ASBESTOS REMOVAL**

All work included in the mitigated high-risk category must be performed according to the following method:

1. Asbestos-containing material will be sprayed with a wetting agent. The use of air spraying devices is prohibited. Wet the material until saturated to prevent asbestos fibres from circulating in the air. During removal work, spray regularly to keep the material saturated and prevent contamination.
2. Before proceeding with removal, ensure that the material is fully saturated and that the low-pressure systems are operational.
3. Begin removing the material in small sections. Before starting to remove another section of asbestos, the waste must be gathered and deposited in specified polyethylene bags that will be hermetically sealed. The waste must be kept in a work area and will be removed at the end of work.
4. Stop all asbestos removal work during waste transfer. Removal work may only resume after the waste transfer is complete.
5. The outsides of bags will be dried in the work area. The bags will then be placed in the decontamination room where they will be placed in another polyethylene bag. Doubled bags will be transferred, at request, from the decontamination room to the container used for transportation. Outgoing bags will be handled by workers from the non-contaminated area and wearing clean coveralls and respiratory protection devices.
6. A label must be affixed to any container that holds asbestos materials. For details about the label, see Part 2 of the General section.



7. All asbestos waste containers must be removed from the decontamination room manually or using handling equipment. After each transfer operation, the contractor must ensure that all areas crossed are cleaned using a vacuum with a HEPA filter.
8. Once the removal is complete, all surfaces that were worked on must be cleaned using a hard brush, then using a damp sponge to eliminate any traces of loose and visible material.
9. At the end of the work, the hermetically sealed and labelled bags containing asbestos waste will be removed. They will be transported to the authorized landfill site in accordance with the regulations of local and provincial authorities. The total volume of bags must not exceed the available space at the burial site. Waste containers awaiting transfer must not be within view by the public.
10. At the start and end of each shift, the contractor must ensure that the work area's enclosure is airtight and intact. Any damage found must be repaired immediately. Removal work must be stopped during these repairs.
11. Dismantle the enclosure 12 hours after the slow-drying sealant is applied.
12. To dispose of the polyethylene sheets that made up the enclosure, carefully roll the sheets towards the centre of the work area. When rolling the polyethylene sheets, immediately remove any visible particles with a vacuum equipped with a high-efficiency filter (HEPA). Workers performing these jobs must be equipped with respiratory protection devices and disposable coveralls.
13. Place the rolled polyethylene sheets, strips of adhesive tape, the material used for cleaning, work clothing and other contaminated waste in specified polyethylene bags to transport them to the storage area. Remove all residual debris and dust resulting from dismantling the enclosure using a vacuum with a high-efficiency filter (HEPA).
14. The staff decontamination room, temporary partitions and any other features of the enclosure must be dismantled and considered to be contaminated waste (except for structural elements protected by polyethylene).
15. A final inspection must be carried out by the client's construction health and safety technical advisors or its representative to ensure that no dust, debris or waste is left on surfaces as a result of work site dismantling operations. In addition, they will check whether the removal work was completely done as required by the specifications.

**END OF MITIGATED HIGH-RISK SECTION**

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## HIGH-RISK WORK

### SECTION 02 82 12

**For information purposes – Not required for this project**

#### PROCEDURES FOR ENTERING AND EXITING HIGH-RISK WORK SITES

1. Procedure for entering the work site:
  - i. Any person entering a contaminated high-risk work area must first remove his or her clothing in the change room for street clothing, and put on his or her respiratory protection device and disposable coveralls with hood.
  - ii. Any person entering a contaminated work area will need to have street shoes and certified safety shoes. For exceptional reasons, work shoes may leave the premises after being cleaned and placed in a sealed plastic bag.
2. Procedure for exiting the work site:
  - i. Any person leaving the work area must remove asbestos dust from their work clothing using a HEPA vacuum (inside the work area), then enter to the change room for work clothing and remove all of their clothing there, except for the respiratory protection device. The contaminated clothing will be placed in specific containers for disposing of contaminated waste (inside the access room).
  - ii. All reusable clothing items, such as shoes, protective glasses, special clothing, protective helmets, respiratory protection devices, etc., must be left in the change room for work clothing. Once the shift and asbestos removal is finished, discard the contaminated shoes or clean them before taking them out of the access room or carry them in a sealed polyethylene bag to the next work area where they can be reused in a contaminated area.
  - iii. Keeping the respiratory protection device in place, move into the shower. Clean the outside of the respiratory protection device under the shower and thoroughly dampen hair, face and body before removing the respiratory protection device. Once the body and hair are thoroughly dampened, remove the respiratory protection device and clean the inside with water.
  - iv. After showering appropriately, move to the change room for street clothing and to hand over the other street clothing. Any person leaving the work area to eat, drink, smoke or for any other activity and then returning to the work area must follow the instructions in the above paragraph. The contractor must provide a sufficient quantity of shampoo, soap and towels for workers and authorized visitors.
  - v. As an exception, if a transfer room cannot be built, waste will be transferred through the shower.
  - vi. All electrical equipment will be powered by a circuit that is protected against short circuits by a grounded breaker.
  - vii. Display the procedures described above in the change room and access area.

## LAYOUT OF STAFF DECONTAMINATION ROOMS AND WASTE TRANSFER ROOMS

1. Worker decontamination rooms must be built at the location selected by the owner for each work area and must include **two decontamination SAsSs (one for men and one for women)**, each including an **access room**, a **shower room** and a **clean room**.
  - i. **Access rooms:** The access rooms will be located between the shower room and the work area, and will feature two isolation doors—one to the work area and the other to the shower room.

They will include a waste container and shelves and lockers allowing workers to store their shoes, protective clothing and reusable accessories. The access room must be sufficiently large to allow the specified accessories and necessary equipment to be stored and so that workers can change clothing there without difficulty.
  - ii. **Shower room:** The shower room must be located between the clean room and the access room, and must have two isolation doors: one to the clean room and the other to the access room. It will be continuously supplied with hot and cold water. Supply or drainage tubes must be flexible (**high pressure**) with watertight joints to connect to existing utilities (hot/cold water supply and sanitary drainage). Provide clean soap and towels.

The shower room configuration must allow users to cross through it to reach the work area or to exit. No other configuration will be accepted.
2. **Clean room:** An uncontaminated clean room must be built between the shower room and the outside of the airtight enclosure. It must include two isolation doors: one to the shower room and the other to the exit of the airtight enclosure. It will include lockers for workers to store their personal clothing and other items. It will be used to store protective clothing and clean full mask respiratory protective devices with assisted ventilation. A mirror will be installed so that workers can properly fit their respiratory protection devices and equipped with a sufficient number of coat hangers and hooks. It will have a bench so that workers can sit to put on or remove their clothing. Lockers will be made available to workers in the clean room and in the access room. With one locker per worker in each of the rooms, each locker must have at least 0.14 cubic metres (5 cubic feet) of storage space. Open space of at least 600 mm (24 inches) must be provided in front of each row of lockers.
2. The waste transfer rooms must have a **contaminated room**, an **intermediary room** and a **transfer room**. This arrangement will allow for the decontamination of scaffolding, waste containers, pumps, vacuums, spray devices and any other tools or equipment.
  - i. **Contaminated room:** The contaminated room must include two isolation doors: one to the work area and the other to the intermediary room. In this room, waste containers and equipment are cleared of excess dust and debris. Containers are closed and temporarily stored there before being moved to the intermediary room.
  - ii. **Intermediary room:** The intermediary room must be built between the contaminated room and the transfer room, and must have an isolation door at each end. It must be sufficiently large to allow for the final cleaning of equipment and the doubling and labelling of waste containers.

- iii. **Transfer rooms:** The transfer room must be located between the intermediary room and the outside of the contaminated enclosure, and must include an isolation door at each end. It must be sufficiently large to allow for at least 10 waste containers (doubled) and the largest piece of equipment used at the work site to be stored.

### **CONSTRUCTION OF STAFF DECONTAMINATION ROOMS AND WASTE TRANSFER ROOMS**

1. Wood planks measuring 38 mm x 89 mm (known as a 2x4), each 61 centimetres (24 inches) apart, centre to centre, must be used to build the framework of the rooms. The inside of the framework must be covered with a layer of RF polyethylene, the outside of the framework with a layer of 6 mil polyethylene and the floor with a watertight membrane (or approved equivalent) covered with a layer of RF polyethylene. The joints of the polyethylene sheets must be sealed with a specific tape.
2. The plumbing that connects the showers to existing services must be made of flexible, high-pressure ducts (hot/cold supply and drainage) or an approved equivalent. The plumbing work must be performed by skilled workers.
3. All equipment necessary to perform the work must be provided by the asbestos removal contractor. **A pressure gauge must be installed outside the work area to indicate the difference in pressure between the work area and the outside.**
4. A poster must be affixed at each access point to the work area (clean room and transfer room) as specified in the general conditions.

### **PREPARATION OF HIGH-RISK WORK AREA**

Unless otherwise indicated, the measures listed below must be followed during the work area's preparation phase.

1. Before starting preparation work, clean all moderate-risk slanting or horizontal surfaces and remove any debris containing asbestos using a damp sponge or a vacuum equipped with a high-efficiency filter.
2. Workers must follow the use instructions for respiratory protection devices when there is a possibility of disturbing asbestos-containing material.
3. Ask the owner to turn off ventilation and air conditioning systems in the work area (enclosure) to keep asbestos fibres from being distributed outside the work area.
4. Ventilation systems or other equipment that must remain active must be placed in an airtight enclosure. Those systems must have an air supply where the filtered air passes through a low-pressure system by their enclosures.
5. Before the start of asbestos removal work, openings in the work area that involve ventilation and air conditioning systems (HVAC), brick walls or any other openings that lead outside the work area must be covered with a layer of 10 mil polyethylene and a layer of RF polyethylene, and all joints must be sealed with the specified tape. Light fixtures and their fittings, electrical/mechanical equipment and their fittings, junction boxes, etc. must be covered with 6 mil polyethylene and all joints sealed with the specified tape.

6. In the ceiling space, the contractor must remove any electrical or mechanical accessory/equipment, grating, etc. that interferes with asbestos-containing material to allow for the complete removal of asbestos-containing material. The contractor is responsible for the replacement of this equipment or accessories, if necessary, after they have been moved.
7. Entrance into the work site and the removal of waste must be done according to a schedule determined by the owner.
8. If necessary, install work platforms inside the work area in accordance with the regulations in force.
9. Cover the walls (if not demolished) from the structural ceiling to the floor with a 6 mil polyethylene sheet. Enough must be left to allow 12 inches to be covered by a 10 mil sheet of polyethylene covering the floor and at least 12 inches between two adjacent sheets on the vertical surfaces. All edges of the polyethylene sheets must be sealed with the specified tape to ensure that the enclosure is airtight along the walls and floor.
10. Cover the entire floor (if not demolished) of the work area with a sheet of RF polyethylene over a 10 mil sheet of polyethylene and seal all joints. The use of a watertight membrane is at the contractor's discretion. There is no need to protect the concrete floors, except for the drains.
11. Where necessary or if required by the owner, set up temporary partitions. The framework must be made of wood planks measuring 38 mm x 89 mm (called a 2x4) spaced 61 centimetres (24 inches) apart, centre to centre, between the structural ceiling and the floor. The inner side must be covered by a sheet of RF polyethylene. Enough must be left to allow 30 centimetres (12 inches) of the sheet on the wall to be covered by a 10 mil section of the polyethylene sheet covering the floor and at least 30.5 centimetres (12 inches) overlap between two adjacent sheets on the vertical surfaces. All edges of the polyethylene sheets must be sealed with the specified tape to ensure that the enclosure is airtight along the walls and floor. The outer side of the wall must be covered with a sheet of 6 mil polyethylene and all joints must be sealed with tape. Install separators between the stud walls when the height of the temporary partition exceeds 3.66 metres (12 feet). Support the temporary partitions every 2.44 metres (8 feet) to ensure that they are stable.
12. Protect cable troughs with 10 mil polyethylene and RF polyethylene or an equivalent and seal using specified tape.
13. Install low-pressure systems equipped with high-efficiency filters (HEPA filters). If possible, the filtered air should be evacuated outside of the building; otherwise, the filtered air can be evacuated inside the building. Each filter (HEPA) must be tested beforehand to ensure that it is at least 99.97% effective when dealing with PAO particles or other equivalent particles with a diameter of 0.3 micrometres. The PAO test must be performed at the location where the low-pressure system will be used at least five (5) days before the start of work. Compliance certificates must be submitted to the client's construction health and safety advisors or its representative. Any movement of the low-pressure system will immediately render the PAO test invalid.

A pressure difference of 4 pascals (0.02 inches of water) between the inside and outside of the work area must be maintained at all times during asbestos removal work. If the pressure difference falls below 2 pascals (0.01 inches of water), the contractor must stop work, except for work that is likely to restore the pressure difference to 4 pascals (0.02 inches of water). A

sufficient number of systems must be installed so as to ensure a minimum of four (4) changes of air per hour.

For primary and secondary filters, only use those that are recommended by the manufacturer.

14. All low-pressure system tubes must be semi-rigid and aesthetically acceptable to the owner. The specified tape will be used to seal the joints of the low-pressure system tubes.
15. Cover all air supply or air return openings with a piece of 10 mil polyethylene and a piece of RF polyethylene and specified tape. After cleaning using a vacuum equipped with a high-efficiency filter or a wet sponge, cover all the insulated pipework (damaged) to be retained with a segment of 6 mil polyethylene.
16. Emergency exits within the work area must be kept in service and unobstructed; if necessary, find other emergency exits to the satisfaction of the client's competent authorities.
17. Ensure that the existing power supply within the work area is disconnected. The power supply in other areas of the building must not be interrupted while performing the work. Install a power supply protected by a grounded breaker in areas where asbestos-containing material will be sprayed with water or dampened with penetrating water. All electrical equipment must be powered by this system. This fixture must comply with standards that are in force and be safe. For electrical equipment that must remain in service (panel, pump, etc.), the owner's representative will determine special protective measures.
18. Use a temporary lighting system and keep the level of lighting at no less than 400 lux. Use temporary lighting when necessary.
19. Before starting to remove the asbestos, have the work site inspected by the client's construction health and safety advisors or by its representative. The removal of asbestos may only begin once they give their approval.
20. Use a radio communication system between the inside and the outside of the work area. This equipment will need to be continuously operational during asbestos removal work. If the work is performed near telephone equipment, use an intercom-style communication system with stations that are connected by wire.
21. Provide at least two ABC type fire extinguishers that weigh a minimum of 4.54 kg. (10 lbs.) and are fully charged. Place one extinguisher in the decontamination room and at least one in the work area. Adjust the number of extinguishers inside the work area based on its surface area: one extinguisher for every 464.5 m<sup>2</sup> (5,000 sq. ft.) of surface area.
22. The contractor is responsible for the fresh air supply, if needed, including any modifications to existing systems.

## **MAINTENANCE OF ENCLOSURES (DECONTAMINATION ROOMS AND WORK AREAS)**

1. Keep the enclosure in good conditions.
2. Ensure that the polyethylene walls remain airtight. If necessary, repair them immediately.
3. Visually inspect the enclosure at the start of and at the end of each shift.
4. When necessary, carry out a smoke test to ensure that the enclosure is airtight.



## **PREPARATIONS BEFORE HIGH-RISK ASBESTOS REMOVAL**

1. Asbestos removal work must not begin until:
  - i. Arrangements have been made for removing waste.
  - ii. Arrangements have been made for evacuating the water used during removal.
  - iii. The work area, decontamination rooms and transfer rooms are airtight (including the spaces above the ceiling) and isolated from the rest of the building.
  - iv. Tools, equipment and waste containers are on hand.
  - v. Arrangements regarding building safety have been made.
  - vi. Posters indicating the type of work being done have been placed at the entrances to the clean rooms and transfer rooms or any other work area access point.
  - vii. The preparation work has been approved.
  - viii. A certified foreperson is inside the work area.
  - ix. The electricity in the work area has been disconnected (if possible).
  - x. Temporary (sufficient) lighting is in service.
  - xi. The low-pressure systems are operational.
  - xii. Air control equipment has been installed and is operational.
  - xiii. The client's construction health and safety technical advisors or its representative have inspected the facilities, equipment, procedures and documents to be submitted and have approved everything.
2. Before asbestos removal can begin, the contractor must submit its work plan for approval by the owner. The plan must include the following:
  - i. The equipment and tools needed to perform the work and the work required for their installation, use, maintenance, protection and transportation.
  - ii. The safety and cleanliness risks and measures to take regarding the work to be performed.
  - iii. The types of asbestos and other contaminants with which the workers are likely to be in contact when performing the work.
  - iv. The personal and group protective equipment and methods that must be used.
  - v. The emergency measures, which must include the location of emergency exits in the work area and exits that allow the building to be evacuated.

## **HIGH-RISK ASBESTOS REMOVAL**

1. The asbestos-containing material will be sprayed with a wetting agent. The use of air spraying devices is prohibited. Wet the material until saturated to prevent asbestos fibres from circulating

- in the air. During removal work, spray regularly to keep the material saturated and prevent contamination.
2. Before proceeding with removal, ensure that the material is fully saturated and that the low-pressure systems are operational.
  3. Begin removing the material in small sections. Before starting to remove another section of asbestos, the waste must be gathered and deposited in the specified yellow polyethylene bags that will be hermetically sealed. No accumulation of waste will be tolerated.
  4. Stop all asbestos removal work during waste transfers. Removal work may only resume after the waste transfer is complete.
  5. Workers will dry the outside of waste containers taken from the work area to the contaminated room. The waste containers will then be placed in the intermediary room where they will be placed in another container (specified yellow polyethylene bag). Doubled bags will be transferred, upon request, from the transfer room to the container used for transportation. Outgoing waste will be handled by workers who are from the non-contaminated area and who are wearing clean coveralls and respiratory protection devices.
  6. A label (as defined in the general conditions) must be affixed to any container that holds asbestos materials.
  7. All asbestos waste containers will be manually removed from the transfer room or using handling equipment outfitted with tires. After each transfer operation, the contractor will ensure that all areas crossed are cleaned using a vacuum equipped with a HEPA filter.
  8. Once the removal is complete, all surfaces that were worked on will be cleaned using a hard brush, then using a damp sponge to eliminate any traces of loose and visible material.
  9. As the work progresses, waste containers filled with asbestos that are hermetically sealed and labelled will be transported. They will be transported to the authorized landfill site in accordance with the regulations of local and provincial authorities. The total volume of waste containers will not exceed the available space at the landfill site. Waste containers awaiting transfer must not be within view by the public.
  10. At the start and end of each shift, the contractor will ensure that the work area's enclosure is airtight and intact. Any damage found will be repaired immediately. Removal work will be stopped during these repairs.
  11. A minimum of twelve (12) hours after the sealant has been applied, an air test (phase contrast microscopy) will be performed inside the enclosure.
  12. Upon completion:
    - i. It is prohibited to dismantle the enclosure before the concentration of airborne respirable asbestos fibres in the work area is less than 0.01 fibres/cm<sup>3</sup> of air. This test must be performed in accordance with section 44 of the *Regulation respecting occupational health and safety*, Q.L.R., c. S-2.1, r. 19.01, and the methods prescribed by the laboratories of the Institut de recherche Robert-Sauvé en santé et en sécurité du travail in Québec City.
    - ii. It is prohibited to dismantle the enclosure before the client's construction health and safety technical advisors or their representative have conducted a final visit of the facilities to check the quality of the work completed.



13. To dispose of the polyethylene sheets that made up the enclosure, carefully roll the sheets towards the centre of the work area. When rolling the polyethylene sheets, immediately remove any visible particles with a vacuum equipped with a high-efficiency filter (HEPA). Workers performing these jobs will be equipped with respiratory protection devices and disposable coveralls.
14. Place the rolled polyethylene sheets, strips of adhesive tape, the material used for cleaning, work clothing and other contaminated waste in the specified polyethylene bags to transport them to the storage area. Remove all residual debris and dust resulting from dismantling the enclosure using a vacuum with a high-efficiency filter (HEPA).
15. The staff decontamination enclosures, waste transfer enclosures, emergency exits, temporary partitions and any other feature of the enclosure will be dismantled and considered to be contaminated waste (except for structural elements protected by polyethylene).
16. A final inspection will be carried out by the client's construction health and safety advisors or its representative to ensure that no dust, debris or waste is left on surfaces as a result of work site dismantling operations.

**END OF HIGH-RISK SECTION**

**APPENDIX 1**

**DEFINITIONS**

## DEFINITIONS

1. **Authorized visitor:** The owner, architect, engineer, THEM and the client's health and safety advisors or its assigned representative, as well as any representative of an official government agency.
2. **Asbestos:** Fibrous form of silicates and minerals belonging to the metamorphic rocks of the serpentine group (i.e., chrysotile), and the amphibole group (i.e., actinolite, amosite, anthophyllite, crocidolite, tremolite or any mixture containing one or more of these minerals).
3. **Source dust collector:** Adaptor that attaches firmly to a drill and is designed to be attached to a vacuum to ensure that dust is collected at the source. Hilti or Nilfisk models or approved equivalent.
4. **Volatile organic compounds (VOCs):** The family of volatile organic compounds includes several thousand compounds (hydrocarbons, solvents, etc.) with widely varying characteristics. They have a direct impact on health (some are toxic or carcinogenic). Several air quality standards have been developed to protect humans from these varied atmospheric pollutants that may impact health. The effects of VOCs vary widely based on the type of pollutant in question. They range from some olfactory unpleasantness to mutagenic and carcinogenic effects (benzene, certain PAHs), from various irritations to reduced breathing capacity.
5. **Work area (zone):** Area (zone) in which work to remove asbestos-containing material or demolition and/or construction is carried out.
6. **Antifungal solution:** Liquid solution that can destroy fungi.
7. **Asbestos container:** For which the concentration of asbestos is equal to or greater than 0.1%.
8. **Biological contamination:** Contamination of a building, process or person caused by bacteria, moulds and their spores, pollen, viruses or any other biological matter. Biological contamination is often linked to deficient work methods and heating, ventilation and air conditioning systems that are poorly designed and maintained. Contamination can have effects on the quality of operations or products provided by the client. Persons exposed to biologically contaminated environments or products risk presenting allergic-type reactions or physical symptoms, such as coughing, muscle pain or respiratory congestion, etc.
9. **CD:** Abbreviation for "clean demolition" work.
10. **DOP test:** This test uses a dioctyl phthalate aerosol to assess the airtightness of low-pressure equipment or a recognized equivalent.
11. **Dust:** Fine solid particulates that are dispersed or suspended in air in large numbers and have a variable chemical composition. The range of dimensions that are harmful to human health runs from 0.1 to 10 µm. Particulates can be classed in the 'total suspended particulates' category or in the 'respirable suspended particulates' category, which consists of particulates that are less than 10 µm. Depending on their source, particulates are either minerals (silica, asbestos, coal, etc.) or organic (from

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vegetables or animals). In addition to their vegetable or animal component, dust may also contain fungi or microbes, as well as toxic substances from microbes. Excessive particulate concentrations can cause allergic reactions, such as eye dryness, nose, throat and skin irritations, coughing, and respiratory difficulties.

12. **EMRW:** Enclosed moderate-risk work.
13. **GB:** Moderate-risk work involving the glove bag method.
14. **HR:** High-risk work.
15. **Isolation door:** Quasi-airtight separation that allows for movement, without air exchange, between various rooms. Generally, a hanging door that is made by installing two sheets of polyethylene (flaps) along the uprights of an existing or temporary door frame and partially overlapping in the centre. The edges of the uprights will be covered in tape and the lower edges will be weighted so that the flaps close on themselves. The bottoms of the flaps must not brush the ground.
16. **Low-pressure system:** Used to create a difference in pressure between the inside and outside of the work area by taking air from the work area and expelling it outside. This system is equipped with a HEPA filter that can filter the captured air before it is expelled outside of the work area.
17. **LR:** Low-risk work.
18. **MHR:** Mitigated high-risk work.
19. **Mould:** Microscopic filamentous fungi from the *Mycetes* kingdom. There are several thousand different varieties. Most people know mould for its effect in transforming food, such as in bread and fruit. In the food chain, moulds are natural decomposers. The proliferation of mould depends on the following conditions: the presence of mould spores (which are always present inside and outside a building); appropriate temperatures between 2 and 40 °C (or even higher); a food source, that is, anything organic (books, carpets, clothing, wood, plaster, etc.); and a source of moisture.
20. **MOUR:** Work with mould risk.
21. **MR:** Moderate-risk work.
22. **PAO (or DOP) test:** A test that uses a polyalphaolefin (emery 3004) aerosol in place of dioctyl phthalate to assess the airtightness of low-pressure equipment or a recognized equivalent.
23. **Pathogen/Pathogenicity:** An acute generalized affliction with varying clinical presentation: fever, headache, myalgia, chills and problems with upper and lower respiratory tract, extensive pneumonia revealed by X-rays, lethargy, anorexia or encephalitis. It may be serious and lead to high lethality in elderly subjects.
24. **Penetrating water:** Non-ionizing wetting agent that is diluted in an aqueous solution and can thoroughly dampen asbestos fibre by reducing surface tension. In general, the contractor will use city water as a humectant; however, it may use another wetting agent if needed.
25. **Personal protective equipment (PPE):** Any equipment intended to be worn by workers to protect them against one or more risks likely to threaten their health or

safety at work, as well as any additional or accessory pieces intended for this purpose.

26. **Silica:** The main component of detrital [sedimentary rocks](#) ([sand](#), [sandstone](#)). It makes up 27% of the [Earth's crust](#). An intrinsic and inseparable component of cement (concrete), it is classed C2 under Quebec's *Regulation respecting occupational health and safety*, that is, it has a carcinogenic effect on humans.
27. **Sinusitis:** An inflammation of the sinuses caused by a viral, bacterial or fungal infection or allergic reactions. Acute sinusitis generally follows an infection of the nasal cavity (rhinitis). It may be caused by viruses and/or bacteria. Chronic sinusitis (if it lasts for more than three months) can be caused by a dental infection, a sinus aeration problem or an overall illness of the respiratory mucosa as part of an allergy, tobacco use, gastroesophageal reflux or asthma. Some fungi may also be responsible for sinusitis in subjects with weakened immune systems or in cases of intra-sinus foreign bodies.
28. **SR:** Work with silica risk.

**APPENDIX 2**  
**MATERIALS AND EQUIPMENT**

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## MATERIALS AND EQUIPMENT

1. **Airtight membrane:** Sure Seal EPDM membrane from Carlisle Syntec System Canada. The joints must be prepared beforehand with Carlisle HP-250 primer. Joints must be fastened using Sure Seal Splice Tape from Carlisle Syntec System Canada (or approved equivalent).
2. **Dust control mat:** Used to capture dust from the soles of boots worn by workers or work site visitors. These mats are an essential element in controlling dust and contaminants in the environment adjacent to the work site. (See client's construction prevention program for the description.)
3. **Disposable coveralls:** Resistant to infiltration by asbestos fibres, has a hood, covers the entire body and has elastic at the ends of the sleeves and legs. Manufactured using Dupont's Tyvek fabric or an equivalent.
4. **Electrical breaker panel:** Electrical panel equipped with grounded breakers with sufficient capacity to power all electrical equipment and temporary lighting in the work area.
5. **Encapsulant:** A resinous, fire-resistant emulsion that, once dry, forms a flexible and resistant insulating coating. The product must at least be resistant to water. It must meet standards in force regarding its ability to resist the spread of fire.
6. **Flame-resistant canvas:** Super Briteline no. 2202 from Canevas & Cable Lasalle Inc.
7. **Framework:** The construction wood used for frameworks must be of standard quality and of the dimensions as specified.
8. **Glove bag:** Safe-T-Strip bags manufactured by Asbeguard Equipment Inc. of Markham, Ontario (appropriate dimensions) or approved equivalent. Prefabricated polyvinyl chlorate bag with a minimum thickness of 0.25 mm (10 mil) and equipped with integrated gloves made from the same material and an elastic opening for inserting a nozzle for a spray device. The glove bag is equipped with two flaps and a clear seal for ease of installation around a pipe and movement along this pipe. It also features two straps to seal the ends of the bag around the pipe. Once full, the bag cannot be reused and must be considered contaminated waste. The bags must be equipped with a clear seal that isolates the receptacle part from the other parts of the bag and can only be reused if they are moved along the same pipe.
9. **HEPA filter:** High-efficiency filter with an efficiency rate that is equal to or greater than 99.97% for particulates with a diameter that equal to or greater than 0.3 µm.
10. **HEPA vacuum:** Vacuum equipped with a high-efficiency filter with an efficiency equal to or greater than 99.97% for particulates with a diameter equal to or greater than 0.3 µm.
11. **Material hoists:** Winches, hoists or other devices that complies with the standard CAN/CSA - Z256-M87.
12. **Plywood:** Of standard quality and a minimum thickness of 5/8 inches.

13. **Polyethylene film:** This film (see CAN 2-51-33-M80) must have a thickness that is equal to or greater than 6 mil, unless otherwise indicated, in rolls to decrease the number of joints.
14. **Polyethylene sheets sealed with tape:** Polyethylene film with a specified thickness and the edges of which are covered using the specified tape. The same tape is used to cover pointed objects, seal cuts and tears, and to seal polyethylene film wherever needed to obtain continuous protection against damage caused by water or by sealant coatings and to prevent the spread of asbestos fibres outside of the work area.
15. **Polyethylene:** A film (see CAN 2-51-33-M80) that must have a thickness equal to or greater than 6 mil, unless otherwise indicated.
16. **RF polyethylene:** Fibre-strengthened fabric with a thickness of at least 10 mil and both sides of which are coated with polyethylene.
17. **Self-adhesive membrane:** Blueskin™ SALT type, made up of a rubberized bitumen compound that is fully laminated onto a polyethylene film, the thickness of which is equal to or greater than 1.0 mm (40 mil).
18. **Slow-drying sealant:** A sealant with a drying time of at least 12 hours in order to encapsulate any residual fibres that remain. Standard: Borden Polyco 804 (clear): AD TC-55 Double (clear) - (diluted half water, half coating) or equivalent.
19. **Spray devices:** For penetrating water or slow-drying sealant, use the Graco Hydraspray Airless spray device or an approved equivalent.
20. **Straps:** For glove bags, Nylon straps with a minimum width of 6 mm and equipped with metallic attachments to seal the bag around the pipe.
21. **Tape:** Has characteristics that allow for polyethylene film to be fastened when it is wet (due to water or penetrating water) or dry.
22. **Waste containers:** Two separate containers. The inner container is a polyethylene bag with a minimum thickness of 6 mils (extra tough). The outer container is either a second polyethylene bag of the same thickness or a rigid container (such as a metal, cardboard or plastic barrel) and identified in accordance with regulations. The outer container must be sufficiently resistant so as not to be perforated or torn when filling, transporting or disposing of waste. The container must be accepted by those responsible for the selected burial site. Waste must be disposed of in accordance with regulations and instructions in force when work is being performed.

A label or printed indication that appears directly on the bag must be affixed to any container that holds asbestos waste. The label must include, in permanent and easy-to-read characters, the following indications and information:

**ASBESTOS-CONTAINING MATERIAL  
TOXIC IF INHALED  
KEEP THIS CONTAINER PROPERLY CLOSED  
DO NOT INHALE DUST**

23. **Wetting agent:** In general, the contractor will use city water as a humectant; however, it may use another wetting agent if needed.



**PART 1      GENERAL****1.1      Work**

- 1.1.1      Provide the workforce, materials, tools and equipment needed to prepare the surface and apply the materials specified in this section.

**1.2      Reference documents**

ASTM E1907	<i>Standard Practice for Determining Moisture-Related Acceptability of Concrete Floors to Receive Moisture-Sensitive Finishes</i>
ASTM D4263	<i>Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method</i>
ASTM F1869	<i>Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride</i>
ASTM D4414	<i>Standard Practice for Measurement of Wet Film Thickness by Notch Gages</i>
ASTM C1583	<i>Standard Test Method for Tensile Strength of Concrete Surfaces and the Bond Strength or Tensile Strength of Concrete Repair and Overlay Materials by Direct Tension (Pull-Off Method)</i>
ICRI Guideline Number 03732	<i>Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays, and Concrete Repair</i>

**1.3      Quality assurance**

- 1.3.1      Work associated with this section should be performed by a company with a minimum of five years of experience in installing this type of floor covering. The installer must be an applicator approved by the material manufacturer.
- 1.3.2      Before starting the installation, organize a meeting at the worksite with the contractor, the material manufacturer and the consultant assigned to the project. Discuss the scope of the project, application methods, and details; have the subfloors inspected and tested; and study the ambient conditions.
- 1.3.3      Before the start of work, alternative installation procedures and recommendations must be submitted in writing and approved by the project consultant.
- 1.3.4      Check random locations, determined by the consultant assigned to the project, for the thickness of the floor covering system once it has cured. Fill the areas being checked until they are even with the surface of the rest of the floor.

**1.4      Bids**

- 1.4.1      Have a letter sent by the manufacturer attesting that the installer is still an **approved applicator** that is fully trained in installing the specified materials.
- 1.4.2      Before application, have three copies sent out of the manufacturer's most recent technical sheets and installation details for the materials that must be used.

1.4.3 Before application, send the consultant assigned to the project one sample measuring 915 mm x 915 mm of the full system in the chosen colour for approval. The sample cannot be prefabricated by the manufacturer. The sample must exactly represent the composition specified in the contract, including all required thicknesses. This sample will then be used as a reference for final approvals in the work areas.

## 1.5 Delivery and storage

1.5.1 The materials must be delivered to the worksite in unopened containers bearing the name of the manufacturer, the product and the colour. The applicator must note the batch numbers of all the materials used and retain them as needed for reference.

1.5.2 Store the materials inside, in their original undamaged packaging, in a dry place where the temperature remains between 16 °C to 30 °C (from 60 °F to 85 °F).

## 1.6 Site conditions

1.6.1 Install appropriate barriers and signage that is readable at the entrances to prevent general traffic and traffic from building tradespeople on the site while the flooring is being installed and is curing.

1.6.2 Maintain an ambient temperature of 20 °C (68 °F) during installation for the 48 hours that precede or follow, or until curing is complete.

1.6.3 During installation, keep the minimum temperature of the subfloor above 10 °C (50 °F) and always keep it 3 °C (5.5 °F) above the dew point.

## 1.7 Warranty

1.7.1 The contractor must guarantee that the work associated with this section will be free of faults caused by the materials and labour for one year after the installation date.

1.7.2 All products must be from a single source manufacturer.

## PART 2 PRODUCTS

2.1. **Acceptable manufacturer:** Sika Canada Inc., Pointe-Claire, QC 1-800-933-7452.

At the request of the consultant assigned to the project, a technical representative of Sika Canada Inc. will be available at three days' notice to provide advice during the installation of the flooring system to ensure that the applicator follows the manufacturer's installation recommendations.

### 2.1.1 Materials

#### **Impact-resistant floor**

Apply a primer coat of *Sikafloor 261* with a thickness of 8 mils DFT and a self-levelling layer of *Sikafloor 261* (with granules of 70-mesh polypropylene mixed at a ratio of 1:1) applied at a thickness of 112 mils (Reference product: *Sikafloor Morritex Self Leveling Smooth*). Apply two finishing layers of *Sikafloor 942* with a thickness of 4 mils WFT + add *Sikafloor Duochem 6* (25 g per litre) in the final layer.

Total thickness: 125 mils DFT

- 2.1.3 **Additional materials:** Fill all joints, cavities, cracks and any other irregularities in the surface with additional material recommended by the specified product's manufacturer.

### **PART 3** **EXECUTION**

#### **3.1** **Inspection**

- 3.1.1 Before the start of the work detailed in this section, the applicator must inspect all concrete surfaces, test them and submit immediate notice in writing to the consultant assigned to the project and to the manufacturer of any unsatisfactory conditions likely to jeopardize the success of the flooring installation.
- 3.1.2 After surface preparation is complete and before the system is applied, conduct the following tests to ensure that the concrete is adequate.
- 3.1.3 Determine whether the texture of the concrete's surface meets ICRI CSP 3-5.
- 3.1.4 Assess the concrete's tensile strength before application, in accordance with standard ASTM C1583. Tensile strength must be at least 1.5 MPa (210 psi).
- 3.1.5 Determine whether moisture is present in the concrete, in accordance with standard ASTM D4263. There should be no visible signs of moisture on a plastic sheet after 16 to 24 hours. If there is moisture, determine the quantity using an anhydrous calcium chloride test, in accordance with standard ASTM F1869. The maximum allowable moisture content must be 3 lb per 1 000 in<sup>2</sup>.
- 3.1.6 Determine the moisture content on the surface using an impedance moisture meter designed for concrete, in accordance with standard ASTM E1907. Acceptable test results can be 4% or less based on weight.
- 3.1.7 Before application, establish the dew point of the surface to be covered. The contractor must make sure to monitor the dew point during the application and initial curing. The surface must always be kept at least 3 °C (5.5 °F) above the dew point during application and curing.

#### **3.2** **Surface preparation**

The concrete surface must be dry, clean and solid. Eliminate all traces of dust, slurry, grease, oil, dirt, curing or impregnating agents, wax, foreign substances, and coatings and disaggregate material from the surface using an appropriate mechanical method, such as shot blasting, sand blasting or any other method recommended by the manufacturer. The surface profile must match a minimum CSP 3-5 profile according to ICRI standards. **Blastrac use is mandatory.**

- 3.2.2 Remove all projections or other conditions likely to affect the installation of the floor covering.
- 3.2.3 Cover contiguous surfaces, fixed accessories and equipment with a protective canvas or other appropriate method in order to prevent damage attributable to sprays, spills or any other events likely to occur during work.
- 3.2.4 Using epoxy, fill all stabilized cracks, control joints, marks, cavities or rough areas in the concrete. Use *Sika Duochem* 8107.
- 3.2.5 Unstabilized cracks and expansion joints must be extended in the flooring system and filled with a flexible product; use one of the following products: *Sikaflex*<sup>®</sup> 2c NS EZ TG.

- 3.2.5 At every edge that does not meet a wall or a border, the thickness must not be reduced. A minimum thickness of 80 mils must be maintained around drains, channels and any other opening in the floor.

### **3.3 Installation**

- 3.3.0 Apply the product according to the recommendations in the technical sheets.
- 3.3.1 During application, use notch gauges to check the wet film thickness of the product, in accordance with standard ASTM D4414.
- 3.3.2 Once complete, the work should match the approved samples and be consistent in thickness, lustre, colour and texture. The finished surface must be free of defects likely to impact the product's appearance and performance.
- 3.3.3 Provide appropriate protection until the flooring has completely cured.

### **3.4 Cleaning**

- 3.4.1 Remove the tape and coverings used to protect adjacent surfaces.
- 3.4.2 Remove excess material and construction debris, and dispose of it in compliance with local bylaws in force. Clean the worksite.

### **3.5 Protection**

- 3.5.1 If necessary, once completed, protect the ground, using appropriate methods, from damage that may be caused by the traffic of construction trades.
- 3.5.2 While the product is curing, keep the floor dry for approximately 24 hours and maintain temperatures at 20 °C (68 °F).
- 3.5.3 Once completed, protect the ground from chemical products until curing is complete, which will take approximately seven days at 20 °C (68 °F).

**END OF SECTION**



**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.



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## **GC1 Interpretation**

### **1.1 In the contract**

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

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

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



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

**GC2 Successors and Assigns**

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

**GC3 Assignment of Contract**

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

**GC4 Subcontracting by Contractor**

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

**GC5 Amendments**



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

**GC6 No Implied Obligations**

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

**GC7 Time of Essence**

- 7.1 Time is of the essence of the contract.

**GC8 Indemnification by Contractor**

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

**GC9 Indemnification by Her Majesty**

- 9.1 Her Majesty shall, subject to the Crown Liability Act, the Patent Act, and any other law that affects Her Majesty's rights, powers, privileges or obligations, indemnify and save the Contractor harmless from and against all claims, demands, losses, costs, damage, actions, suits or proceedings arising out of his activities under the contract that are directly attributable to
- 9.1.1 lack of or a defect in Her Majesty's title to the work site whether real or alleged; or
- 9.1.2 an infringement or an alleged infringement by the Contractor of any patent of invention or any other kind of intellectual property occurring while the Contractor was performing any act for the purposes of the contract employing a model, plan or design or any other thing related to the work that was supplied by Her Majesty to the Contractor.

**GC10 Members of House of Commons Not to Benefit**



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

### **GC11 Notices**

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

### **GC12 Material, Plant and Real Property Supplied by Her Majesty**

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



the purpose of performing this contract.

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

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

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

### **GC14 Permits and Taxes Payable**

- 14.1 The Contractor shall, within 30 days after the date of the contract, tender to a municipal authority an amount equal to all fees and charges that would be lawfully payable to that municipal authority in respect of building permits as if the work were being performed for a person other than Her Majesty.
- 14.2 Within 10 days of making a tender pursuant to GC14.1, the Contractor shall notify the Departmental Representative of his action and of the amount tendered and whether or not the municipal authority has accepted that amount.
- 14.3 If the municipal authority does not accept the amount tendered pursuant to GC14.1 the Contractor shall pay that amount to Her Majesty within 6 days after the time stipulated in GC14.2.



- 14.4 For the purposes of GC14.1 to GC14.3 “municipal authority” means any authority that would have jurisdiction respecting permission to perform the work if the owner were not Her Majesty.
- 14.5 Notwithstanding the residency of the Contractor, the Contractor shall pay any applicable tax arising from or related to the performance of the work under the contract.
- 14.6 In accordance with the Statutory Declaration referred to in TP4.9, a Contractor who has neither residence nor place of business in the province in which work under the contract is being performed shall provide Her Majesty with proof of registration with the provincial sales tax authorities in the said province.
- 14.7 For the purpose of the payment of any applicable tax or the furnishing of security for the payment of any applicable tax arising from or related to the performance of the work under the contract, the Contractor shall, notwithstanding the fact that all material, plant and interest of the Contractor in all real property, licenses, powers and privileges, have become the property of Her Majesty after the time of purchase, be liable, as a user or consumer, for the payment or for the furnishing of security for the payment of any applicable tax payable, at the time of the use or consumption of that material, plant or interest of the Contractor in accordance with the relevant legislation.

#### **GC15 Performance of Work under Direction of Departmental Representative**

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

#### **CG16 Cooperation with Other Contractors**

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





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

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

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

### **GC17 Examination of Work**

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

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

### **GC18 Clearing of Site**

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

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

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

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

### **GC19 Contractor's Superintendent**

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

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



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

#### **GC20 National Security**

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

#### **GC21 Unsuitable Workers**

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

#### **GC22 Increased or Decreased Costs**



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

### **GC23 Canadian Labour and Material**

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

### **GC24 Protection of Work and Documents**

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



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

### **GC25 Public Ceremonies and Signs**

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

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

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



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

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

#### **GC27 Insurance**

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

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

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

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

#### **GC28 Insurance Proceeds**

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

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

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

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

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

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

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

- 28.4 A difference that is established pursuant to GC28.3 shall be paid forthwith by the party who is determined by the audit to be the debtor to the party who is determined by the audit to be the



creditor.

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

### **GC29 Contract Security**

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

### **GC30 Changes in the Work**

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



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

### **GC31 Interpretation of Contract by Departmental Representative**

- 31.1 If, at any time before the Departmental Representative has issued a Final Certificate of Completion referred to in GC44.1, any question arises between the parties about whether anything has been done as required by the contract or about what the Contractor is required by the contract to do, and, in particular but without limiting the generality of the foregoing, about
- 31.1.1 the meaning of anything in the Plans and Specification,
  - 31.1.2 the meaning to be given to the Plans and Specifications in case of any error therein, omission therefrom, or obscurity or discrepancy in their working or intention,
  - 31.1.3 whether or not the quality or quantity of any material or workmanship supplied or proposed to be supplied by the Contractor meets the requirements of the contract,
  - 31.1.4 whether or not the labour, plant or material provided by the Contractor for performing the work and carrying out the contract are adequate to ensure that the work will be performed in accordance with the contract and that the contract will be carried out in accordance with its terms,
  - 31.1.5 what quantity of any kind of work has been completed by the Contractor, or
  - 31.1.6 the timing and scheduling of the various phases of the performance of the work,
- the question shall be decided by the Departmental Representative whose decision shall be final and conclusive in respect of the work.
- 31.2 The Contractor shall perform the work in accordance with any decisions of the Departmental



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

### **GC32 Warranty and Rectification of Defects in Work**

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

### **GC33 Non-Compliance by Contractor**

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

### **GC34 Protesting Departmental Representative's Decisions**

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





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

- 34.3 If the Contractor gives a protest pursuant to GC34.2, any compliance by the Contractor with the decision or direction that was protested shall not be construed as an admission by the Contractor of the correctness of that decision or direction, or prevent the Contractor from taking whatever action he considers appropriate in the circumstances.
- 34.4 The giving of a protest by the Contractor pursuant to GC34.2 shall not relieve him from complying with the decision or direction that is the subject of the protest.
- 34.5 Subject to GC34.6, the Contractor shall take any action referred to in GC34.3 within three months after the date that a Final Certificate of Completion is issued under GC44.1 and not afterwards.
- 34.6 The Contractor shall take any action referred to in GC34.3 resulting from a direction under GC32 within three months after the expiry of a warranty or guarantee period and not afterwards.
- 34.7 Subject to GC34.8, if Her Majesty determines that the Contractor's protest is justified, Her Majesty shall pay the Contractor the cost of the additional labour, plant and material necessarily incurred by the Contractor in carrying out the protested decision or direction.
- 34.8 Costs referred to in GC34.7 shall be calculated in accordance with GC48 to GC50.

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

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

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

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

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

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

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



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

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

### **GC36 Extension of Time**

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

### **GC37 Assessments and Damages for Late Completion**

- 37.1 For the purposes of this General Condition
- 37.1.1 the work shall be deemed to be completed on the date that an Interim Certificate of Completion referred to in GC44.2 is issued, and
- 37.1.2 "period of delay" means the number of days commencing on the day fixed by the Articles of Agreement for completion of the work and ending on the day immediately preceding the day on which the work is completed but does not include any day within a period of extension granted pursuant to GC36.1, and any other day on which, in the opinion of the Departmental Representative, completion of the work was delayed for reasons beyond the control of the Contractor.



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

#### **GC38 Taking the Work Out of the Contractor's Hands**

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



Contractor's failure to complete the work.

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

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

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

**G40 Suspension of Work by Minister**

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



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

#### **GC41 Termination of Contract**

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

#### **GC42 Claims Against and Obligations of the Contractor or Subcontractor**

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



such claimant had the provisions of the Provincial or Territorial lien legislation, or, in the Province of Quebec, the law relating to privileges, been applicable to the work. Any such claimant need not comply with the provisions of such legislation setting out the steps by way of notice, registration or otherwise as might have been necessary to preserve or perfect any claim for lien or privilege which claimant might have had;

42.2 Her Majesty will not make any payment as described in GC42.1 unless and until that claimant shall have delivered to Her Majesty:

42.2.1 a binding and enforceable Judgment or Order of a court of competent jurisdiction setting forth such amount as would have been payable by the Contractor to the claimant pursuant to the provisions of the applicable Provincial or Territorial lien legislation, or, in the Province of Quebec, the law relating to privileges, had such legislation been applicable to the work; or

42.2.2 a final and enforceable award of an arbitrator setting forth such amount as would have been payable by the Contractor to the claimant pursuant to the provisions of the applicable Provincial or Territorial lien legislation, or, in the Province of Quebec, the law relating to privileges, had such legislation been applicable to the work; or

42.2.3 the consent of the Contractor authorizing a payment.

For the purposes of determining the entitlement of a claimant pursuant to GC42.2.1 and GC42.2.2, the notice required by GC42.8 shall be deemed to replace the registration or provision of notice after the performance of work as required by any applicable legislation and no claim shall be deemed to have expired, become void or unenforceable by reason of the claimant not commencing any action within the time prescribed by any applicable legislation.

42.3 The Contractor shall, by the execution of his contract, be deemed to have consented to submit to binding arbitration at the request of any claimant those questions that need be answered to establish the entitlement of the claimant to payment pursuant to the provisions of GC42.1 and such arbitration shall have as parties to it any subcontractor to whom the claimant supplied material, performed work or rented equipment should such subcontractor wish to be adjoined and the Crown shall not be a party to such arbitration and, subject to any agreement between the Contractor and the claimant to the contrary, the arbitration shall be conducted in accordance with the Provincial or Territorial legislation governing arbitration applicable in the Province or Territory in which the work is located.

42.4 A payment made pursuant to GC42.1 is, to the extent of the payment, a discharge of Her Majesty's liability to the Contractor under the contract and may be deducted from any amount payable to the Contractor under the contract.

42.5 To the extent that the circumstances of the work being performed for Her Majesty permit, the Contractor shall comply with all laws in force in the Province or Territory where the work is being performed relating to payment period, mandatory holdbacks, and creation and enforcement of mechanics' liens, builders' liens or similar legislation or in the Province of Quebec, the law relating to privileges.

42.6 The Contractor shall discharge all his lawful obligations and shall satisfy all lawful claims against him arising out of the performance of the work at least as often as the contract requires Her



Majesty to pay the Contractor.

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

### **GC43 Security Deposit – Forfeiture or Return**

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



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

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

#### **GC44 Departmental Representative's Certificates**

44.1 On the date that

44.1.1 the work has been completed, and

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

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

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

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

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

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

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

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

44.2.1.2.3 -1% of the balance

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

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





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

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

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

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

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

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

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

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

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

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

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

#### **GC45 Return of Security Deposit**

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

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



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

**GC46 Clarification of Terms in GC47 to GC50**

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

**GC47 Additions or Amendments to Unit Price Table**

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

**GC48 Determination of Cost – Unit Price Table**



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

#### **GC49 Determination of Cost – Negotiation**

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

#### **GC50 Determination of Cost – Failing Negotiation**

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

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

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



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

- 50.2.3 assessments payable under any statutory authority relating to workmen's compensation, unemployment insurance, pension plan or holidays with pay;
- 50.2.4 rent that is paid for plant or an amount equivalent of the said rent if the plant is owned by the Contractor that is necessary for and used in the performance of the work, if the rent of the equivalent amount is reasonable and use of that plant has been approved by the Departmental Representative;
- 50.2.5 payments for maintaining and operating plant necessary for and used in the performance of the work, and payments for effecting such repairs thereto as, in the opinion of the Departmental Representative, are necessary to the proper performance of the contract other than payments for any repairs to the plant arising out of defects existing before its allocation to the work;
- 50.2.6 payments for material that is necessary for and incorporated in the work, or that is necessary for and consumed in the performance of the contract;
- 50.2.7 payments for preparation, delivery, handling, erection, installation, inspection protection and removal of the plant and material necessary for and used in the performance of the contract; and
- 50.2.8 any other payments made by the Contractor with the approval of the Departmental Representative that are necessary for the performance of the contract.

#### **GC51 Records to be kept by Contractor**

##### **51.1 The Contractor shall**

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

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



Minister may direct.

- 51.3 The Contractor shall cause all subcontractors and all other persons directly or indirectly controlled by or affiliated with the Contractor and all persons directly or indirectly having control of the Contractor to comply with GC51.1 and GC51.2 as if they were the Contractor.

**GC52 Conflict of Interest**

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

**GC53 Contractor Status**

- 53.1 The Contractor shall be engaged under the contract as an independent contractor.
- 53.2 The Contractor and any employee of the said Contractor is not engaged by the contract as an employee, servant or agent of Her Majesty.
- 53.3 For the purposes of GC53.1 and GC53.2 the Contractor shall be solely responsible for any and all payments and deductions required to be made by law including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Worker's Compensation or Income Tax.



## **GENERAL CONDITONS**

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- IC 2 Risk Management**
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## **GENERAL INSUANCE COVERAGES**

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## **COMMERCIAL GENERAL LIABILITY**

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## **BUILDER'S RISK – INSTALLATION FLOATER – ALL RISKS**

- BR 1 Scope of Policy**
- BR 2 Property Insured**
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- BR 4 Amount of Insurance**
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- 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
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THIS DOCUENT CERTIFIES THAT THE FOLLOWING POLICES OF INSURANCE ARE AT PRESENT IN FORCE COVERING ALL OPERATIONS OF THE INSURE IN CONNECTION WITH THE CONTRACT MADE BETWEEN THE NAMED INSURED AND THE NATIONAL RESEARCH COUNCIL CANADA AND IN ACCORDANCE WITH THE INSURANCE CONDITIONS "E"

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

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

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

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



### **CS1 Obligation to provide Contract Security**

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

### **CS2 Prescribed Types and Amounts of Contract Security**

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



of, the Receiver General for Canada, and

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



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

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

**PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE**

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <span style="float: right;"><input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui</span>		
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? <span style="float: right;"><input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui</span>		
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) <span style="float: right;"><input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui</span>		
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. <span style="float: right;"><input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui</span>		
6. c) Is this a commercial courier or delivery requirement with <b>no</b> overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale <b>sans</b> entreposage de nuit? <span style="float: right;"><input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui</span>		
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"/>



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





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

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

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

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

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

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

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

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



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

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

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

**\*\*As per the Directive on Security Management, throughout the contract or arrangement, the project authority (signed above at section 13) must monitor the supplier, partner and departmental compliance of security requirements identified on this SRCL, and take corrective actions to address issues of non-compliance\*\***

**\*\*Conformément à la directive sur la gestion de la sécurité, tout au long du contrat ou de l'accord, le Chargé de projet (signé ci-dessus à la section 13) doit surveiller la conformité du fournisseur, du partenaire et du ministère aux exigences de sécurité énoncées sur la présente LVERS, et prendre des mesures correctives pour régler les problèmes de non-conformité.\*\***

## 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](http://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](http://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](http://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/](http://www.dlis.dla.mil/jcp/).



## 6. Indiquer le type d'accès requis

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

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

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

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

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

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

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

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

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

Les ministères doivent soumettre la LVERS à TPSGC lorsque:

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

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

#### Renseignements et/ou biens du gouvernement canadien

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

#### Renseignements et/ou biens de l'OTAN

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

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

#### Renseignements et/ou biens de gouvernements étrangers

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

### b) Restrictions relatives à la diffusion

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

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

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

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

**c) Niveau d'information**

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

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

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

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

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

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

**PARTIE B - PERSONNEL (FOURNISSEUR)**

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

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

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

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

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

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

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

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

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

**PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**11. RENSEIGNEMENTS / BIENS :**

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

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

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

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

**PRODUCTION**

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

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

**TECHNOLOGIE DE L'INFORMATION (TI)**

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

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

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

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

**TABLEAU RÉCAPITULATIF**

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

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

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

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

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

sécurité » au haut et au bas du formulaire.

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

Si la réponse est Oui, classifier 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.