



**A1. Contract Advisor**

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**Construction**

**Request for Proposals (RFP)**

for

Performance of the work as described in Appendix "A" – Statement of Work of the draft contract.

<b>A2. Title</b> Restoration of the Greenhouse at the Official Residence of the Embassy of Canada to Ireland, in Dublin		
<b>A3. Solicitation Number</b> 22-199069	<b>A4. Project Number</b> 21182 DUBLIN	<b>A5. Date</b> June 19, 2023
<b>A6. RFP Documents</b> <ol style="list-style-type: none"> <li>1. Request for Proposals (RFP) title page</li> <li>2. Submission Requirements (Part 1)</li> <li>3. Evaluation and Basis of Selection (Part 2)</li> <li>4. Tender Form (Part 3)</li> <li>5. General Instructions (Part 4)</li> <li>6. Draft Contract</li> </ol> <p>In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.</p>		
<b>A7. Proposal Delivery</b> In order for the proposal to be valid, it must be received no later than <b>14:00 Eastern Daylight Time on Wednesday, July 5, 2023</b> , referred to herein as the "Closing Date".  <b>Electronic proposals must be sent only to the following email address:</b> realproperty-contracts@international.gc.ca		
<b>A8. Tender Form</b> The completed Tender Form (Part 3) must be in a separate attachment named "Tender Form". The information required in section 5.0 must appear on the Tender Form (Part 3) only. Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration.		
<b>A9. Site Visit</b> It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at The Official Residence of the Embassy of Canada to Ireland on <b>Monday, June 26, 2023</b> . The site visit will begin at <b>11:00 AM (local time in Dublin, Ireland)</b> . Bidders are requested to communicate with the Contract Advisor no later than three (3) business days prior to the visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a proposal. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.		
<b>A10. Enquiries</b> All enquiries or issues concerning this RFP must be submitted in writing to the Contract Advisor no later than three (3) business days prior to the Closing Date and Time in order to allow sufficient time to provide a response.		
<b>A11. Language</b> Proposals shall be submitted in English or French.		
<b>A12. Bidders' Conference</b> A Bidders' conference will be held virtually on <b>Friday, June 23, 2023</b> . The conference will begin at <b>14:00 (local time in Dublin, Ireland)</b> . The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that Bidders who intend to submit a proposal attend or send a representative. Bidders are requested to communicate with the Contract Advisor before the conference to confirm attendance. Bidders should provide, in writing, to the Contract Advisor, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than three (3) business days prior to the conference. Any clarifications or changes to the bid solicitation resulting from the Bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a proposal.		
<b>A13. Bid Security</b> Not applicable.		
<b>A14. Contract Documents</b> The draft contract which the selected Bidder will be expected to execute is included with this RFP. Bidders are advised to review it in detail and identify any problematic clauses to the Contract Advisor in accordance with A10 - Enquiries. His Majesty reserves the right not to make any amendment(s) to the Contract Documents.		



## Part 1 – Submission Requirements

### SR1 Submission of Proposal

- 1.1 Proposals must be received by the Department of Foreign Affairs, Trade and Development (DFATD) at the email address identified and by the date and time specified on page 1 of the solicitation.
- 1.2 Bidders should ensure that their name and the solicitation number are clearly referenced in the email subject line. It is the responsibility of the Bidder to confirm that their submission has been received on time and to the correct email address.
- 1.3 More than one (1) e-mail can be sent if necessary. If the same file is sent twice, the latest file received will be used for evaluation purposes and the previous one(s) will not be opened.
- 1.4 His Majesty requests that Bidders provide their electronic proposals in Portable Document Format (.pdf) software application files or Microsoft office version 2003 or greater files.
- 1.5 Bidders should follow the specifications format instructions described below, during the preparation of their proposal:
  - Minimum type face of 10 points.
  - All material be formatted to print on 8.5" x 11" or A4 paper.
  - For clarity and comparative evaluation, the Bidder should respond using the same subject headings and numbering structure as in this RFP document.
- 1.6 Proposals may be modified or resubmitted only before the solicitation Closing Date and Time, and must be done in writing. The latest proposal received will supersede any previously received proposals.
- 1.7 His Majesty will take no responsibility if a proposal is not received on time because the e-mail was refused by a server for the following reasons:
  - The size of attachments exceeds 10 MB.
  - The e-mail was rejected or put in quarantine because it contains executable code (including macros).
  - The e-mail was rejected or put in quarantine because it contains files that are not accepted by DFATD server, such as, but not limited to, .rar, encrypted .zip, encrypted .pdf, .exe., etc.
- 1.8 Links to an online storage service (such as Google Drive™, Dropbox™, etc.) or to another website, a File Transfer Protocol (FTP) service access, or any other mean of transferring files, will not be accepted. All documents submitted must be attached to the e-mail.
- 1.9 It is strongly recommended that Bidders confirm with the Contract Advisor that their complete proposal was received. For this same reason, it is recommended that in cases where more than one (1) e-mail containing documents comprising the proposal is submitted, the emails be numbered and the total number of emails sent in response to the solicitation also be identified.
- 1.10 His Majesty requires that each proposal, at Closing Date and Time or upon request from the Contract Advisor, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, the Contract Advisor may inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request of the Contract Advisor and to provide the signature(s) within the time frame provided may render the proposal non-responsive.
- 1.11 It is the Bidder's responsibility to:



- obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
- prepare its proposal in accordance with the instructions contained in the RFP;
- submit by Closing Date and Time a complete proposal;
- send its proposal only to the email address specified on page 1 of the bid solicitation;
- ensure that the Bidder's name, and the solicitation number are in the subject line of the email containing the proposal; and
- provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.

**1.12** Unless specified otherwise in the RFP, His Majesty will evaluate only the documentation provided with a Bidder's proposal. His Majesty will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.

**1.13** A proposal cannot be assigned or transferred in whole or in part.



## Part 2 – Evaluation and Basis of Selection

### 1.0 Technical Proposal

- 1.1 The evaluation will be based solely on the content of the responses and any correctly submitted amendment. No assumptions should be made that His Majesty has any previous knowledge of the Bidders' qualifications other than that supplied pursuant to this RFP.
- 1.2 The Bidder's technical response **must not** exceed 30 single-sided pages of 8½ "x 11" paper, minimum type face 10 points. Material exceeding the 30-page maximum will **NOT** be considered.

### 2.0 Phased Bid Compliance Process (PBCP)

#### 2.1 General

- a. His Majesty is conducting the PBCP described below for this requirement.
- b. Notwithstanding any review by His Majesty at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and His Majesty does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from His Majesty.

The Bidder acknowledges that the reviews in Phase I and II of this PBCP are preliminary and do not preclude a finding in Phase III that the bid is non-responsive, even for mandatory requirements which were subject to review in Phase I or II and notwithstanding that the bid had been found responsive in such earlier phase. His Majesty may deem a bid to be non-responsive to a mandatory requirement at any phase.

The Bidder also acknowledges that its response to a notice or a Compliance Assessment Report (CAR) (each defined below) in Phase I or II may not be successful in rendering its bid responsive to the mandatory requirements that are the subject of the notice or CAR, and may render its bid non-responsive to other mandatory requirements.

- c. His Majesty may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit His Majesty's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by His Majesty to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- d. The PBCP does not limit His Majesty's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection c.
- e. His Majesty will send any Notice or CAR by any method His Majesty chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by His Majesty at the date and time they are delivered to His Majesty by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by His Majesty on the date and time it is received in His Majesty's email inbox at His Majesty's email address specified in the Notice or CAR. A Notice or CAR sent by His Majesty to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by His Majesty. His Majesty is not responsible for late receipt by His Majesty of a response, however caused.



## 2.2 Phase I: Financial Bid

- a. After the closing date and time of this bid solicitation, His Majesty will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. His Majesty's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- b. His Majesty's review in Phase I will be performed by officials of the Department of Foreign Affairs, Trade and Development Canada.
- c. If His Majesty determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- d. For Bids other than those described in c., His Majesty will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- e. The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to His Majesty, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by His Majesty, except in circumstances and on terms expressly provided for in the Notice.
- f. In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- g. Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- h. His Majesty will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of His Majesty, then the Bid shall be considered non-responsive and will receive no further consideration.
- i. Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of His Majesty, will receive a Phase II review.

## 2.3 Phase II: Technical Bid

- a. His Majesty's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP,



will not be evaluated until Phase III.

- b. His Majesty will send a written notice to the Bidder (Compliance Assessment Report or “CAR”) identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- c. A Bidder shall have the period specified in the CAR (the “Remedy Period”) to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to His Majesty in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by His Majesty, except in circumstances and on terms expressly provided for in the CAR.
- d. The Bidder’s response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by His Majesty, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- e. The Bidder’s response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to His Majesty to revise the Bidder’s Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder’s own risk. All submitted information must comply with the requirements of this solicitation.
- f. Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- g. Additional or different information submitted during Phase II permitted by this Section will be considered as included in the Bid, but will be considered by His Majesty in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder’s original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.
- h. His Majesty will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of His Majesty, then the Bid shall be considered non-responsive and will receive no further consideration.
- i. Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of His Majesty,



will receive a Phase III evaluation.

**2.4 Phase III: Final Evaluation of the Bid**

- a. In Phase III, His Majesty will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b. A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

**2.5 Technical Evaluation**

- a. The Phased Bid Compliance Process will apply to all mandatory technical criteria.

**3.0 Mandatory Requirements**

**Section 1 – Corporate Experience**

CORPORATE		
Item	Description	Compliance
MC1	Bidder must have a minimum of five (5) years' experience in the restoration of buildings with conservation and heritage protected status, in the past fifteen (15) years to bid closing date.	Bidder must provide the following: <ul style="list-style-type: none"> <li>a summary of their experience;</li> <li>demonstration of 5+ years' experience; and</li> <li>demonstration that experience is within the last 15 years.</li> </ul>
MC2	<p>Bidder must have completed two (2) similar projects, in the past ten (10) years to bid closing date.</p> <p>Similar is described as:</p> <ul style="list-style-type: none"> <li>Worked on a heritage protected structure located in a conservation area;</li> <li>Structure was a greenhouse or equivalent;</li> <li>Services included glazing, masonry, joinery, woodwork, and painting; and</li> <li>Value was a minimum of \$100,000 CAD.</li> </ul> <p>If more than two (2) projects are submitted, only the first two will be evaluated.</p> <p>If the contract is in a different currency than CAD, provide the amount in that currency and then use the current exchange rate at: <a href="https://www.xe.com/currencyconverter/">https://www.xe.com/currencyconverter/</a> on the day of project completion for the CAD equivalent.</p>	Bidder must provide the following for each project: <ul style="list-style-type: none"> <li>Title of project;</li> <li>Client name;</li> <li>Reference (contact name and email address);</li> <li>Value of the work (minimum of \$100,000 CAD);</li> <li>Work period               <ul style="list-style-type: none"> <li>Start date (month, year)</li> <li>End date (month, year); and</li> </ul> </li> <li>Description of services provided by the Bidder.</li> </ul>



## Section 2 – Personnel Experience

SITE MANAGER		
Item	Description	Compliance
MC3	The Site Manager must have a minimum of five (5) years' experience in managing a team of various trades on a construction site, in the past ten (10) years to bid closing date.	Bidder must provide the following: <ul style="list-style-type: none"> <li>• a summary of the Site Manager's experience;</li> <li>• demonstration of 5+ years' experience; and</li> <li>• demonstration that the experience is within the last 10 years.</li> </ul>

### 4.0 Point-Rated Criteria

CORPORATE			
Item	Description	Compliance	Points
PRC1	Bidder should be registered under the Traditional Building Skills Register of the Irish Georgian Society. <a href="http://www.igs.ie/conservation/register">www.igs.ie/conservation/register</a>	Bidder should provide a copy of their registration on the Traditional Building Skills Register of the Irish Georgian Society.	10 points
PRC2	Bidder must be registered under the Voluntary Construction Register (VCR). <a href="http://www.voluntaryconstructionregister.ie">www.voluntaryconstructionregister.ie</a>	Bidder must provide the VCR Registration Number.	8 points

### 5.0 Tender Form

**5.1 All the information required in section 5.0 must appear on Part 3 – Tender Form ONLY and must be included in a separate attachment named “Tender Form”.** Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration.

### 5.2 Firm Price

- 5.2.1 Bidders shall quote an all-inclusive firm price (excluding the cost of The Minister's services and equipment/furniture) on the form attached as Part 3 – Tender Form. The firm price must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, all costs resulting from the performance of any additional Work described in the Bidder's Proposal (unless clearly described as an option), all travel, living costs and all overhead costs including disbursements;
- 5.2.2 Bidders shall estimate the value of the taxes (including VAT as per 5.3) expected to be payable by His Majesty as a result of entering into a contract with the Bidder;
- 5.2.3 All payments shall be made according to the terms of payment set out in the attached draft contract;
- 5.2.4 Exchange rate fluctuation protection is not offered; and
- 5.2.5 Tender Forms not meeting the above requirements will not be given any further consideration.

### 5.3 Taxes & Duties

- 5.3.1 Bidders are to provide full details concerning the applicability, amount and administration of the payment of all taxes (including VAT as described below) and duties (including import duties) payable in respect of the Work, as well as any possible exemption from all or part of same.
- 5.3.2 His Majesty will pay the VAT specified in the Tender Form provided:
  - 5.3.2.1 that amount is applicable to the Work provided by the Contractor to His Majesty under the Contract. His Majesty will not be responsible for the payment of any VAT payable by the Bidder to any third party (including Subcontractors);
  - 5.3.2.2 His Majesty is unable to procure an exemption from VAT in respect of the Work;
  - 5.3.2.3 the Bidder agrees to render every reasonable assistance to His Majesty in obtaining reimbursement of all VAT paid in respect of the Work from the appropriate Government Agency;
  - 5.3.2.4 the VAT is shown separately on all of the Bidder's invoices and progress claims; and





5.3.2.5 the Bidder agrees to remit to the appropriate Government Agency any amounts of VAT legally required to be remitted by the Bidder pursuant to applicable tax laws.

**5.4 Price Breakdown**

His Majesty reserves the right to request a breakdown of the components of the Tender Form should it believe that the price is unreasonable. Failure to provide an adequate breakdown, describing the rationale and assumptions used to determine the cost of each component of the Work, may lead to disqualification.

**6.0 Basis of Selection**

- 6.1 To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria.
- 6.2 Bids not meeting (a) or (b) will be declared non-responsive.
- 6.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
- 6.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
- 6.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %. The total firm price (exclusive of applicable taxes) will be used for evaluation.
- 6.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 6.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
- 6.8 In the case of a tie for the highest total score, the Bidder submitting the lowest price will be selected. In the case of a tie for the total score and a tie for the Tender Form score, the Bidder with the highest score for the "Technical Proposal" will be selected.
- 6.9 The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)**

		Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	<b>Pricing Score</b>	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
<b>Combined Rating</b>		83.84	75.56	80.89
<b>Overall Rating</b>		1st	3rd	2nd



**Part 3 – Tender Form**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email: \_\_\_\_\_

**TF1 Firm Price**

Firm Price (exclusive of applicable taxes): \_\_\_\_\_  
(In accordance with 5.2)

Applicable taxes: \_\_\_\_\_  
(In accordance with 5.3)

**Total Price** (Firm Price + Applicable Taxes): \_\_\_\_\_

All amounts are in European currency (EURO).





**TF3 Acceptance and Entry into Contract**

I/We undertake, within fourteen (14) calendar days of receipt of notification of acceptance of my/our bid, to sign a contract contained in the RFP incorporating all the relative elements of this project, for the performance of the Work provided I/We are notified, by His Majesty, of the acceptance of my/our bid within ninety (90) days of the tender closing date.

**TF4 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 bid.

**TF5 Insurance**

Within fourteen (14) calendar days after receipt of written notification of acceptance of my/our bid, I/We will furnish the insurance certificate in accordance with article C9 of the draft Construction Contract.

SIGNED, ATTESTED TO AND DELIVERED on the \_\_\_\_\_ day of \_\_\_\_\_ on behalf of:

\_\_\_\_\_
Print the legal name of the Bidder

\_\_\_\_\_
Signature of authorized signatory

\_\_\_\_\_
Signature of authorized signatory

\_\_\_\_\_
Print name(s) & titles of authorized signatory

\_\_\_\_\_
Print name(s) & titles of authorized signatory

\_\_\_\_\_
Signature of Witness



## Part 4 – General Instructions

### GI1 Responsiveness

- 1.1 For a proposal to be considered valid, it must comply with all the requirements of this RFP identified as mandatory. Mandatory criteria are also expressed by using imperative verbs such as "shall", "must" and "will".

### GI2 Enquiries - Solicitation Stage

- 2.1 All enquiries or issues concerning this RFP must be submitted in writing to the Contract Advisor as early as possible within the solicitation period. Enquiries and issues must be received within the timeframe described in article A10 to allow sufficient time to provide a response. Enquiries received after that time will not be answered prior to the Closing Date.
- 2.2 To ensure consistency and quality of information provided to Bidders, the Contract Advisor will give notice, in the same manner as this RFP, of any additional information in response to significant enquiries received without revealing the sources of the enquiries.
- 2.3 All enquiries and other communications with government officials throughout the solicitation period shall be directed ONLY to the Contract Advisor named herein. Non-compliance with this condition during the solicitation period may (for that reason alone) result in the disqualification of your proposal.

### GI3 Bidder's Suggested Improvements During Solicitation Period

- 3.1 Should any Bidder consider that the specifications or Statement of Work contained in this RFP can be improved technically or technologically, the Bidder is invited to make suggestions, in writing, to the Contract Advisor named herein. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are received by the Contract Advisor within the timeframe described in A10 to allow sufficient time to provide a response. His Majesty reserves the right to accept or reject any or all suggestions.

### GI4 Proposal Preparation Cost

- 4.1 The costs, including travel incurred by the Bidder in the preparation of its proposal and/or the negotiation (if applicable) of any resulting contract will be the sole responsibility of the Bidder and will not be reimbursed by His Majesty.

### GI5 Proposal Delivery

- 5.1 Proposals and/or amendments thereto, will only be accepted by the Minister if they are received at the address indicated in A7, on or before the Closing Date and Time specified in A7.
- 5.2 Responsibility for proposal delivery: The Bidder has sole responsibility for the timely receipt of a proposal by His Majesty and cannot transfer this responsibility to the Government of Canada. His Majesty will not assume responsibility for proposals that are directed to an email address other than the one stipulated in A7.

### GI6 Validity of Proposal

- 6.1 Any proposal must remain open for acceptance for a period of not less than ninety (90) calendar days after the Closing Date.

### GI7 Rights of Canada

- 7.1 His Majesty reserves the right:
- 7.1.1 during the evaluation, to submit questions to or conduct interviews with Bidders, at Bidders' cost, upon forty-eight (48) hours written notice, to seek clarification or to verify any or all information provided by the Bidder with respect to this RFP;
  - 7.1.2 to reject all proposals received in response to this RFP if it/they fail to meet the objectives of the requirement within the boundaries imposed by His Majesty's different stakeholders;
  - 7.1.3 to accept any proposal in whole or in part without prior negotiation;
  - 7.1.4 to cancel and/or re-issue this RFP at any time;
  - 7.1.5 to award one or more contracts, if applicable;
  - 7.1.6 to retain all proposals submitted in response to this RFP;
  - 7.1.7 not to accept any deviations from the stated terms and conditions;
  - 7.1.8 to incorporate all, or any portion of the Statement of Work, Request for Proposals and the successful proposal in any resulting contract; and
  - 7.1.9 not to contract at all.



## **GI8 Incapacity to Contract with Government**

**8.1** Canada may reject a proposal where the Bidder, including the Bidder's officers, agents and employees, has been convicted of an offence under the following provisions of the *Criminal Code*:

**8.1.1** Section 121, Frauds upon the Government;

**8.1.2** Section 124, Selling or Purchasing Office; or

**8.1.3** Section 418, Selling Defective Stores to His Majesty.

(Subsection 750 (3) of the *Criminal Code* prohibits anyone who has been so convicted from holding public office, contracting with the government or benefiting from a government contract.)

**8.2** Where Canada intends to reject a proposal pursuant to a provision of paragraph 8.1, the Contract Advisor will so inform the Bidder and provide the Bidder ten (10) calendar days within which to make representations, prior to making a final decision on the proposal rejection.

## **GI9 Incurring of Cost**

**9.1** No costs incurred before receipt of a signed Contract or specified written authorization from the Contract Advisor can be charged to any resulting Contract. In addition, the Contractor is not to perform Work in excess of or outside the scope of any resulting Contract based on verbal or written requests or instructions from any government personnel other than the Contract Advisor. The Bidder's attention is drawn to the fact that the Contract Advisor is the only authority which can commit His Majesty to the expenditure of the funds for this requirement.

## **GI10 Property of His Majesty**

**10.1** All correspondence, documents and information provided to the Minister by any Bidder in connection with this RFP will become the property of His Majesty and may be released pursuant to the *Canadian Federal Access to Information Act* and the *Privacy Act*.

## **GI11 Rights of Unsuccessful Bidders**

**11.1** Bidders are reminded that all materials submitted by them in either paper or electronic form, including architectural and engineering design drawings, specifications, photographs, etc. shall, upon opening of the proposal by Canadian officials become the property of the Canadian government. In consequence, they will not be returned to the unsuccessful Bidders of this tender competition. The keeping of such information by Canada is necessary to ensure that, in the event of a future internal audit of the tender process, or in the event of a challenge by one of the unsuccessful Bidders to this tender process, all the documents submitted by competing Bidders are available and not tampered with. Nevertheless, complete copyright in those materials will of course remain with the copyright owners of the materials submitted; Canada assures Bidders that it will at no time use those materials for any commercial purposes without the written consent of the authors.

## **GI12 Price Support**

**12.1** In the event that the Bidder's bid is the sole responsive proposal received, the Bidder must provide, on the Minister's request, one or more of the following price support if applicable:

**12.1.1** a current published price list indicating the percentage discount available to the Minister;

**12.1.2** copies of paid invoices for like services performed for other customers or for like items (same quantity and quality) sold to other customers;

**12.1.3** a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., profit;

**12.1.4** price or rate certification; and

**12.1.5** any other supporting documentation as requested by the Minister.

## **GI13 Bidders Not to Promote Their Interest in This Project**

**13.1** Bidders must not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this project, except for their response to His Majesty pursuant to this RFP.

## **GI14 Acceptance of Bids**

**14.1** Bidders must meet and adhere to the architectural and design standards contained in the bid documentation.

**14.2** Bidders must submit a list of sub-contractors on TF2 they propose to use on the Works. The successful Bidder shall not be allowed any subsequent substitution of the submitted list of sub-contractors, unless authorized, in advance in writing by His Majesty.



## **GI15 Signatures**

**15.1** The following requirements are to be adhered to when signing the Tender Form:

### **15.1.1 Corporation**

The signatures of the authorized signatories shall be affixed and their names and titles typed or printed.

### **15.1.2 Partnership**

The signatures of the partners shall be affixed and their names typed or printed. If not all of the partners sign or if the signatory is not a partner then a certified true copy of the agreement signed by all partners authorizing such person or persons to execute the document on their behalf shall accompany the bid.

### **15.1.3 Sole Proprietorship**

The signature of the sole proprietor shall be affixed and the name typed or printed. In the event that the signatory is not the sole proprietor then a certified true copy of the agreement signed by the sole proprietor authorizing such person or persons to execute the document shall accompany the bid.

### **15.1.4 Joint Venture**

The signatures of the authorized signatories of each member of the joint venture shall be affixed and their names and titles typed or printed. Each of the participating signatories shall sign the document in the manner applicable to their particular business arrangement which is more particularly described in 15.1.1 to 15.1.3 above.

## **GI16 Return of Documents**

**16.1** Unsuccessful Bidders must, if requested by the Contract Advisor, return all bid documents (e.g. Working Drawings, Specifications and Bills of Quantities) intact and in good condition within fourteen (14) calendar days of notification. Any copies of the Working Drawings, Specifications and Bill of Quantities are to be returned along with the original bid documents.

## **GI17 Interpretation**

**17.1** In this RFP, “His Majesty”, “the Minister” or “Canada” means His Majesty the King in right of Canada, as represented by the Minister of Foreign Affairs.

## **GI18 Approval of Alternative Material**

**18.1** The proposal must be based on using materials specified by trade or manufacturer’s names where specified in the tender documentation.

**18.2** Alternatives to materials and equipment specified by trade or manufacturer’s names will be considered during the bid period if full descriptive data on proposed alternatives is submitted in writing to the Contract Advisor as specified in A10. Enquiries.

**18.3** The Contract Advisor must approve any alternative material in writing. Approved alternatives will be incorporated in the specification by issuance of addenda to the tender documents.



**C. Articles of Agreement**

**C1. Departmental Representative**

*[Information to be provided at contract award]*

**DRAFT**

**Construction Contract**

**Between**

**His Majesty the King in right of Canada**  
(referred to herein as "His Majesty") as  
represented by the Minister of Foreign Affairs  
Canada (referred to herein as the "Minister")

**and**

*[Information to be provided at contract award]*  
(referred to herein as the "Contractor")

**for**

Performance of the Work described in Appendix  
"A" – Statement of Work.

<b>C2. Title</b> Restoration of the Greenhouse at the Official Residence of the Embassy of Canada to Ireland, in Dublin		
<b>C3. Contract Period</b> Start: contract award date <span style="float: right;">End: October 31, 2023</span>		
<b>C4. Contract Number</b>	<b>C5. Project Number</b> 21182 DUBLIN	<b>C6. Date</b>
<b>C7. Contract Documents</b> <ol style="list-style-type: none"> <li>1. Articles of Agreement</li> <li>2. Supplementary Conditions (Section "I")</li> <li>3. Terms of Payment (Section "II")</li> <li>4. General Conditions (Section "III")</li> <li>5. Insurance Conditions (Section "IV")</li> <li>6. Contract Security Conditions (Section "V")</li> <li>7. Labour Conditions (Section "VI")</li> <li>8. Statement of Work (Appendix "A")</li> <li>9. Security Requirements Check List (Appendix "B")</li> <li>10. The Contractor's Proposal – <i>Information to be included at contract award</i></li> </ol> In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.		
<b>C8. Contract Amount</b> His Majesty shall pay the Contractor a Firm Price of _____. The amount: <ol style="list-style-type: none"> <li>a. excludes the output VAT (including G.S.T.) to be paid by His Majesty on the supply of the Work;</li> <li>b. excludes the input VAT (including G.S.T.) paid by the Contractor to its suppliers;</li> <li>c. includes all other duties, costs and taxes that the Contractor must pay to provide the Work; and</li> <li>d. is set out in Euro currency.</li> </ol> Payments shall be made in accordance with Section "II" Terms of Payment.		
<b>C9. Insurance</b> The Contractor shall provide a comprehensive general liability insurance of 1,500,000 EURO in accordance with the Insurance Conditions (Section "IV").		
<b>C10. Contract Security</b> Not applicable.		
<b>C11. Mobilization Advance</b> Not applicable.		
<b>C12. Holdback</b> His Majesty shall withhold a holdback, as described in article TP4.4, of 10% of all progress payments.		
<b>C13. Invoices</b> A copy is to be sent to Departmental Representative showing: <ol style="list-style-type: none"> <li>a. the amount of the progress payment being claimed for Work satisfactorily performed;</li> <li>b. the amount for any tax (including VAT) calculated in accordance with the applicable legislation;</li> <li>c. the date;</li> <li>d. the name and address of the consignee;</li> <li>e. description of the Work performed;</li> <li>f. the project name; and</li> <li>g. the contract number.</li> </ol>		
<b>C14. Governing Laws</b> Laws in force in the Province of Ontario, Canada.		
<b>For the Contractor</b>  _____ <b>Signature</b>  _____ <b>Print Name and Capacity</b>		<b>Date</b>  _____ <b>Date</b>
<b>For the Minister</b>  _____ <b>Signature</b>  _____ <b>Print Name and Capacity</b>		
<b>Corporate Seal</b>		





## Section “I” – Supplementary Conditions

### SC1 Security Requirements

The Contractor and/or all other personnel involved in the Work must be properly supervised on the premises of the Mission, Official Residence or Staff quarter. No access to the restricted zones of the Mission will be permitted.

### SC2 Health and Safety

The Contractor must comply with all requirements of applicable Canadian (federal, provincial, municipal), foreign and local environmental, health and safety laws and regulations. The Contractor must follow the prevention and infection control measures of the workplace or put in place by the Canadian mission (i.e. practise physical distancing, practise proper hand washing, avoid touching face with unwashed hands, etc.) and follow the proper protocols to complete the required work such as utilizing the appropriate equipment and personal protective equipment (PPE) as necessary. The Contractor is responsible for all costs associated with the compliance to protective measures and any other costs related to the general health and safety of its employees and agents.



## Section "II" – Terms of Payment

### TP1 Amount Payable - General

- 1.1 Subject to any other provisions of this Contract, His 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; and
  - 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.
- 1.2 Subject to any other provisions in this Contract, "Days" shall mean continuous calendar days including weekends and statutory public holidays.

### TP2 Amount Payable to the Contractor

- 2.1 The amounts referred to in TP1.1.1 are the aggregate of:
- 2.1.1 The contract amount referred to in C8 of the Articles of Agreement; and
  - 2.1.2 The amounts, if any, that are payable to the Contractor pursuant to the General Conditions.

### TP3 Amount Payable to His Majesty

- 3.1 The amounts referred to in TP1.1.2 are the aggregate of the amounts, if any, that the Contractor is liable to pay His Majesty pursuant to the Contract.
- 3.2 When making any payment to the Contractor, the failure of His 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 thirty (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 His 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; and
  - 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.

#### Progress Payments

- 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 in a form acceptable to the Departmental Representative that fully describes any part of the Work that has been completed (including its percentage of the total Work), 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, or cause to have inspected, the part of the Work and the material described in the progress claim; and
  - 4.3.2 Determine 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 paid for in any other progress claim relating to the Contract.
- 4.4 Subject to TP1 and TP4.5 His Majesty shall, no later than thirty (30) days after the receipt by the Departmental Representative of a progress claim referred to in TP4.2, pay the Contractor an amount that is equal to the value that is determined under TP4.3.2 less a holdback as stated in C12.



- 4.5** It is a condition precedent to His Majesty's obligation under TP4.4 that the Contractor has made and delivered to the Departmental Representative a statutory declaration in respect of a progress claim referred to in TP4.2.
- 4.6** A statutory declaration referred to in TP4.5 shall contain a deposition by the Contractor that up to the date immediately preceding the Contractor's latest progress claim, all lawful obligations of the Contractor with regard to subcontractors and suppliers of material in respect of the Work under the Contract have been fully discharged.

#### Interim Certificate of Completion

- 4.7** Subject to TP1 and TP4.8, His Majesty shall, not later than thirty (30) days after the date of issue of an Interim Certificate of Completion referred to in GC44.2, pay to the Contractor an amount that is equal to the amount referred to in TP1, less the aggregate of:
- 4.7.1** An amount that is equal to the Departmental Representative's estimate of the cost to His Majesty of rectifying defects and deficiencies described in the Interim Certificate of Completion; and
- 4.7.2** an amount that is equal to the total of all payments made by His Majesty under TP4.4.
- 4.8** It is a condition precedent to His Majesty's obligation under TP4.7 that the Contractor has made and delivered to the Departmental Representative a statutory declaration described in TP4.9 in respect of an Interim Certificate of Completion referred to in GC44.2.
- 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** Discharged all of the Contractor's lawful obligations to the subcontractors and suppliers of material in respect of the Work under the Contract; and
- 4.9.2** Discharged the Contractor's obligations referred to in GC14.6.

#### Final Certificate of Completion

- 4.10** Subject to TP1 and TP4.11, His Majesty shall, not later than sixty (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 sum of all payments that were made pursuant to TP4.4 and TP4.7.
- 4.11** It is a condition precedent to His 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 His Majesty**

Neither a progress claim referred to in TP4.3 nor any payment made by His Majesty pursuant to these Terms of Payment shall be construed as an admission by His 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 His Majesty in making any payment when it is due pursuant to these Terms of Payment shall not be a breach of the Contract by His Majesty.
- 6.2** His Majesty shall be liable to pay to the Contractor simple interest at the average Bank Rate as defined in TP9.2.2 plus three percent (3%) per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. No interest will be payable or paid in respect of payment unless the Contractor so requests after payment has become due.
- 6.3** Interest shall not be payable or paid unless the amount referred to in TP6.2 has been overdue for more than fifteen (15) days following:
- 6.3.1** The date the said amount became due and payable; or
- 6.3.2** 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
- 6.3.3** 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, His Majesty may set-off any amount payable to His 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 His 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 His Majesty has, since the date on 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**

If the Contract is terminated pursuant to GC41, His 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** His Majesty shall pay to the Contractor simple interest on the amount of a settled claim at an average Bank of Canada Rate plus one and a quarter percent (1.25%) 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 His Majesty and the items of 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.
  - 9.2.4** A claim means a disputed amount subject to negotiation between His Majesty and the Contractor under the Contract.

**TP10 Taxes**

- 10.1** If applicable, the VAT or Canadian Goods and Services Tax (GST) is to be shown separately on all invoices and progress claims for Work performed, and will be paid by His Majesty. The Contractor agrees to remit any GST due to Revenue Canada.
- 10.2** The Government of Canada GST registration number is 121491807.

**TP11 Mobilization Advance**

Not applicable.



## Section "III" – General Conditions

### 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 Documents referred to in the Articles of Agreement;
  - 1.1.3 "Contract security" means any security given by the Contractor to His Majesty in accordance with the Contract;
  - 1.1.4 "Days" means continuous calendar days, including weekends and statutory public holidays;
  - 1.1.5 "Departmental Representative" means the officer, employee or person engaged by His 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;
  - 1.1.6 "Former Public Office Holder" means an employee of the executive or senior manager categories who was employed by the Canadian federal public service during the period of one (1) year immediately preceding the date of this Contract;
  - 1.1.7 "Material" includes all commodities, articles and things required to be furnished by or for the Contractor under the Contract for incorporation into the Work;
  - 1.1.8 "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;
  - 1.1.9 "Person" includes, unless the context otherwise requires, a partnership, proprietorship, firm, joint venture, consortium and a corporation;
  - 1.1.10 "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;
  - 1.1.11 "Subcontractor" means a person to whom the Contractor has, subject to GC4, subcontracted the whole or any part of the Work;
  - 1.1.12 "Superintendent" means the employee of the Contractor who is designated by the Contractor to act pursuant to GC19;
  - 1.1.13 "Technical documentation" means designs, reports, photographs, surveys, drawings, plans, specifications, computer software, computer printouts, calculations and other data, information and material, prepared, collected, computed, drawn, or produced for the Work; and
  - 1.1.14 "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 Words importing the singular only also include the plural, and vice versa, where the context requires;
- 1.5 Headings or notes in the Contract shall not be deemed to be part thereof, or be taken into consideration in its interpretation;
- 1.6 "Herein," "hereby," "hereof," "hereunder" and similar expressions refer to the Contract as a whole and not to any particular subdivision or part thereof.
- 1.7 In interpreting the Plans and Specifications, in the event of discrepancies or conflicts between:
- 1.7.1 The Plans and Specifications, the Specifications govern;
  - 1.7.2 The Plans, the Plans drawn with the largest scale govern; and
  - 1.7.3 Figured dimensions and scaled dimensions, the figured dimensions govern.

### GC2 Successors and Assigns

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



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 (6) 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 His Majesty.

#### **GC5 Amendments**

No amendment or change in any of the provisions of the Contract shall have any force or effect until it is reduced to writing and signed by both parties.

#### **GC6 No Implied Obligations**

- 6.1** No implied terms or obligations of any kind by or on behalf of His Majesty shall arise from anything in the Contract and the express covenants and agreements therein contained and made by His Majesty are the only covenants and agreements upon which any rights against His 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 the Essence**

Time is of the essence of the Contract.

#### **GC8 Indemnification by Contractor**

- 8.1** The Contractor shall indemnify and save His Majesty harmless from and against all claims, demands, 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 purposes 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 His Majesty**

- 9.1** His Majesty shall, subject to the Crown Liability Act, the Patent Act, and any other law that affects His 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 His 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 His Majesty to the Contractor.

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



As required by the Parliament of Canada Act, it is an express condition of the Contract that no member of the Canadian House of Commons shall be admitted to any share or 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, email or facsimile to the Contractor at the address set out in the Articles of Agreement; or
- 11.2.2** to His Majesty, if delivered personally to the Departmental Representative, or forwarded by mail, email or facsimile to the Departmental Representative at the address set out in C1.
- 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 (6th) day after it was mailed; and
- 11.3.3** If forwarded by email or facsimile, twenty-four (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 a sole proprietor or, if the Contractor is a partnership or corporation, to an officer thereof.

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

- 12.1** Subject to GC12.2, the Contractor is liable to His 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 His 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 His 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** If 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 His Majesty for the cost thereof and shall, on demand, pay to His 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 in which they ought to be.

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

- 13.1** Subject to GC14.7 all material and plant and the interest of the Contractor in all real property, licences, powers and privileges purchased, used or consumed by the Contractor for the Contract shall become the property of His Majesty for the purposes of the Work and they shall continue to be the property of His 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 His Majesty therein is no longer required for the purposes of the Work.
- 13.2** Material or plant that is the property of His 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** His 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 His Majesty.

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



- 14.1** The Contractor shall, within fifteen (15) 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 His Majesty.
- 14.1.1** The Contractor shall be responsible for obtaining and pay for all necessary permits for all the Work to be undertaken under the Contract. He shall give all notices and comply with all laws, rules and regulations bearing on the conduct of the Work as drawn and specified.
- 14.2** Within ten (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 His Majesty within six (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 His Majesty.
- 14.5** The Contractor shall pay any and all applicable taxes arising from or relating to the performance of the Work under the Contract. The Contractor shall also determine the extent of, and apply for, any and all exemptions that are, or may be, available due to the status of His Majesty as a sovereign entity. Where the Contractor procures goods for incorporation into the Work, for such purposes, the Contractor shall be an agent of His Majesty. Any such exemptions that are available shall be applied to the benefit of His Majesty. The Contractor shall obtain and provide sufficient documentation from the relevant authorities as to the availability of such exemptions.
- 14.6** In performing the Work under the Contract, the Contractor shall abide by all of the laws in force in the local jurisdiction. Should the Contractor fail to pay any dues or taxes payable under those laws, the Minister, after giving the Contractor seven (7) days prior written notice of his intention so to do, shall have the right to pay directly any such dues or taxes claimed, and deduct same from any payment due to the Contractor.
- 14.7** For the purpose of the payment of any and all applicable taxes or the furnishing of security for the payment of any and all applicable taxes 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, licences, powers and privileges, have become the property of His 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 and all applicable taxes 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**

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.

#### **GC16 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;
- 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 thirty (30) days of the date that the other contractors or workers were sent onto the Work or its site;
- 16.3** His 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 His Majesty's rights and remedies under the Contract either at law or in equity, the Contractor shall pay His Majesty, on demand, all reasonable costs and expenses that were incurred by His 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 of Completion 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 His Majesty's servants, unless otherwise stipulated in the Contract.
- 18.3** Before the issue of a Final Certificate of Completion 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 His 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 designated 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 of Canada, 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**

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.
- 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 occurs in a tax imposed under any sales tax legislation applicable under the governing law of this Contract relative to the purchase of tangible personal property to be 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 appropriate local tax authorities before that date, the change shall be deemed to have occurred before the date of submission of the tender.

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

- 23.1** The Contractor shall at all time enforce strict discipline and good order amongst his employees, professional consultants and subcontractors and shall not employ on the Work any unfit person nor anyone unskilled in the Work assigned to him.
- 23.2** The Contractor warrants that all materials and workmanship to be supplied by him shall be of a quality consistent with the specifications of the Contract.

#### **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 His 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 written consent of the Departmental Representative.
- 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 written 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 are 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 in Section "IV."
- 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 in Section "IV"; 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 His Majesty, and:
- 28.1.1 the monies so paid shall be held by His Majesty for the purposes of the Contract; or
  - 28.1.2 His Majesty elects, shall be retained by His Majesty, in which event they vest in His 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 His 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 His Majesty, including any costs 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 His Majesty under the Contract, minus any monies retained pursuant to GC28.1.2; and
  - 28.3.2 The aggregate of the amounts payable by His 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 His 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 GC28.6, His Majesty shall pay him out of the monies referred to in GC28.1 so far as they will there unto extend.
- 28.8 Subject to GC28.7, payment by His Majesty pursuant to GC28.7 shall be made in accordance with the Contract but the amount of each payment shall be one hundred percent (100%) of the amount claimed notwithstanding TP4.4.

#### **GC29 Contract Security**

- 29.1 The Contractor shall obtain and deliver contract security to the Departmental Representative in accordance with the provisions of the document attached hereto, marked Section "V" and entitled 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 the 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, His 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, His 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 Specifications;
- 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 wording 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** 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 twelve (12) months from the date of the Interim Certificate of Completion; and
- 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 twelve (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 His Majesty an amount that is equal to the aggregate of all costs, expenses and damage incurred or sustained by His 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 (10) 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 His 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 (3) 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 (3) months after the expiry of a warranty or guarantee period and not afterwards.
- 34.7** Subject to GC34.8, if His Majesty determines that the Contractor's protest is justified, His 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 His Majesty**

- 35.1** Subject to GC35.2 no payment, other than a payment that is expressly stipulated in the contract, shall be made by His 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 His Majesty in providing any information or in doing any act that the Contract either His Majesty to do or that would ordinarily be done by an owner in accordance with the usage of the trade, he shall, within ten (10) 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 thirty (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, His 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 Contract 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 His Majesty an amount equal to the aggregate of:
- 37.2.1** All salaries, wages and travelling expenses incurred by His Majesty in respect of persons overseeing the performance of the Work during the period of delay;
- 37.2.2** The cost incurred by His 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 His 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 His Majesty to the whole or any part of the amount payable by the Contractor pursuant to GC37.2 if, in the opinion of the Minister, it is in the public interest to do so.
- 37.3.1** His Majesty may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

### **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 (6) 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; 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 under the Contract is, subject only to GC38.4, extinguished; and
  - 38.2.2 The Contractor is liable to pay His Majesty, upon demand, an amount that is equal to the amount of all loss and damage incurred or sustained by His 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 His 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 His Majesty for any other loss or damage incurred or sustained by reason of the Contractor's default.
- 38.4 His Majesty shall 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 in all real property, licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall continue to be the property of His 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 interests of His Majesty to retain that plant, material, or interest, it shall revert to the Contractor.

### **GC40 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 written consent of the Departmental Representative.
- 40.4 If a period of suspension is thirty (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 thirty (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 thirty (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, His 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 the lesser of:
  - 41.3.2** An amount, calculated in accordance with the Terms of Payment, that would have been payable to the Contractor had he completed the Work; and
  - 41.3.3** 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 His Majesty and all amounts that are due to His Majesty from the Contractor pursuant to the Contract.
- 41.4** If His 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** His 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 His Majesty shall not exceed that amount which the Contractor would have been obliged to pay to such claimant pursuant to legislation applicable under the governing law of the Contract. 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, however His Majesty shall, prior to paying any such claims, provide the Contractor with ten (10) days prior written notice to the effect that She will be so doing.
- 42.2** His Majesty will not make any payment as described in GC42.1 unless and until that claimant shall have delivered to His 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 legislation applicable under the governing law of this Contract ;
  - 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 legislation applicable under the governing law of this Contract; or
  - 42.2.3** The consent of the Contractor authorizing a payment.
- 42.3** 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.
- 42.4** The Contractor shall, by the execution of this 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 His Majesty 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 applicable legislation governing arbitration.
- 42.5** A payment made pursuant to GC42.1 is, to the extent of the payment, a discharge of His Majesty's liability to the Contractor under the Contract and may be deducted from any amount payable to the Contractor under the Contract.
- 42.6** The Contractor shall comply with all laws in force in the jurisdiction where the Work is being performed relating to payment period, mandatory holdbacks, and creation and enforcement of mechanics' liens, builder's liens, privileges or similar legislation.
- 42.7** 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 His Majesty to pay the Contractor.
- 42.8** 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.
- 42.9** GC42.1 shall only apply to claims and obligations:
- 42.9.1** 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 one hundred and twenty (120) days of the date on which the claimant;





- 42.9.1.1** 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
- 42.9.1.2** 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 GC42.9.1.1; and
- 42.9.2** 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 GC42.9.1 was received by the Departmental Representative, and the notification required by GC42.9. I shall set forth the amount claimed to be owing and the person who by contract is primarily liable.
- 42.10** His Majesty may, upon receipt of a notice of claim under GC42.9.1, 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.
- 42.11** The Departmental Representative shall notify the Contractor in writing of receipt of any claim referred to in GC42.9.1 and of the intention of His Majesty to withhold funds pursuant to GC42.10 and the Contractor may, at any time thereafter and until payment is made to the claimant, be entitled to post, with His Majesty, security in a form acceptable to His 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 His Majesty shall release to the Contractor any funds which would be otherwise payable to the Contractor, that were withheld pursuant to the provisions of GC42.10 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;
- 43.2** His Majesty may convert the security deposit, if any, to Her own use.
- 43.3** If His Majesty converts the contract security pursuant to GC43.1, the amount realized shall be deemed to be an amount due from His Majesty to the Contractor under the Contract.
- 43.4** Any balance of an amount referred to in GC43.3 that remains after payment of all losses, damage and claims of His Majesty and others shall be paid by His 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 for the purposes of GC44.2 the Work will be considered to be substantially complete:
  - 44.2.1** When the Work under the Contract or a substantial part thereof is, in the opinion of the Departmental Representative, ready for use by His Majesty or is being used for the purposes intended; and
  - 44.2.2** when the Work remaining to be done under the Contract is, in the opinion of the Departmental Representative, capable of completion or correction at a cost of not more than:
    - 44.2.2.1** Three percent (3%) of the first \$500,000;
    - 44.2.2.2** Two percent (2%) of the next \$500,000, and
    - 44.2.2.3** One percent (1%) of the balance of the value of the Contract at the time this cost is calculated.
- 44.3** For the sole purpose of GC44.2.2, 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 C3, or as amended pursuant to GC36, for reasons beyond the control of the Contractor or where the Departmental Representative and the Contractor agree in writing 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 in writing not to complete by the time specified shall be deducted from the value of the Contract referred to GC44.2.2 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 twelve (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 cooperate 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 His 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, His 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, His 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, His Majesty shall pay interest thereon to the Contractor at a rate established from time to time pursuant to section 21(2) of Canada's 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 Contract; and

**46.1.2** "Plant" does not include tools customarily provided by a tradesman in practising 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, plant 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 per unit 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, used or supplied by the Contractor in performing the Work is:

**47.1.2.1** Less than eighty-five percent (85%) of that estimated total quantity; or

**47.1.2.2** In excess of one hundred and fifteen percent (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 one hundred and fifteen percent (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 therefor shall be determined in accordance with GC50.



#### **GC48 Determination of Cost - Unit Price Table**

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 Price Table by the price of that unit set out by agreement in a unit price table which will be included in the Contract prior to signing.

#### **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 costs, 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 of a class referred to in GC50.2, in an amount that is equal to ten percent (10%) of the sum of the expenses referred to in GC50.1.1, and interest on the costs determined under GC50.1.1 and GC50.1.3, which interest shall be calculated in accordance with TP9.

**50.1.3** provided that the total cost of an item set out in the Unit Price Table that is subject to the provisions of GC47.1.2 does not exceed the amount that would have been payable to the Contractor had the estimated total quantity of the said item actually been 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, employment insurance, pension plan or holidays with pay;

**50.2.4** Rent that is paid for plant or an amount equivalent to the said rent if the plant is owned by the Contractor that is necessary for and used in the performance of the Work, if the rent or the equivalent amount is reasonable and use of that plant has been approved by 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

**50.3** Any other payments made by the Contractor with the written 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 GC51.1.1 available to audit and inspection by the Minister and the Deputy Receiver General for Canada or by persons acting on behalf of either or both of them, when



requested;

**51.1.3** Allow any of the persons 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 (2) 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**

It is a term of this Contract that no former public office holder who is not in compliance with the Government of Canada's 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 or any employee of the said Contractor is not engaged by the Contract as an employee, servant or agent of His 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 pension plans, employment insurance, workers' compensation or income tax.

#### **GC54 Governing Laws**

The Contract shall be governed by the laws in force in the jurisdiction defined in section C14 of the Articles of Agreement.

#### **GC55 Sovereign Immunity**

Notwithstanding any provision in this Contract, His Majesty the King in Right of Canada, does not waive any immunity to which she is or may be entitled to by virtue of domestic or international law.

#### **GC56 Human Remains, Archaeological Remains and Items of Historical or Scientific Interest**

**56.1** For the purposes of this clause:

**56.1.1** Human remains means the whole or any part of a deceased human being, irrespective of the time that has elapsed since death;

**56.1.2** Archaeological remains are items, artefacts or things made, modified or used by human beings in antiquity and may include, but not are limited to, stone, wood, or iron structures; monuments, bump deposits, bone artifacts, weapons, tools, coins, or pottery; and

**56.1.3** Items of historical or scientific interest are naturally occurring or manufactured objects or things of any age that are not archaeological remains but may be of interest to society because of their historical or scientific significance, value, rarity, natural beauty, or other quality.

**56.2** If, during the course of the Work, the Contractor encounters any object, item or thing which is described in clause GC56.1, or which resembles any object, item or thing described in clause GC56.1, the Contractor shall:

**56.2.1** take all reasonable steps, including immediately stopping the Work in the affected area, to protect and preserve the object, item or thing;

**56.2.2** immediately notify the Departmental Representative of the circumstances in writing; and

**56.2.3** Take all reasonable steps to minimize additional costs which may accrue as a result of any work stoppage.

**56.3** Upon receipt of a notification in accordance with GC56.2.2, the Departmental Representative shall, in a timely manner, determine whether the object, item, or things is one described in, or contemplated by, clause GC56.1, and shall notify the Contractor in writing of any action to be performed, or Work to be carried out, by the Contractor as a result of the Departmental Representative's determination.

**56.4** The Departmental Representative may, at any time, enlist the services of experts, particularly an archaeologist or historian as appropriate, to assist in the investigation, examination, taking of measurements or other such recordings, placing of permanent protection around or removing of the object, item or thing encountered by the



Contractor, and monitoring in case of further discoveries, and 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 obligations.

**56.5** Human remains, archaeological remains and items of historical or scientific interest encountered at the site of the Work shall remain the property of His Majesty.

**56.6** Accept as may be otherwise provided for in the contract, the provisions of GC30 shall apply.

#### **GC57 Contaminated Site Conditions**

**57.1** For the purposes of this clause, a contaminated site condition exists when toxic, radioactive or other hazardous substances or materials, or other pollutants, are found to be present at the site of the Work to the extent that they constitute a hazard, or potential hazard, to the environment, property, or the health or safety of any person.

**57.2** If the Contractor encounters a contaminated site condition, or has reasonable grounds to believe that a contaminated site condition exists at the site of the Work, the Contractor shall:

**57.2.1** take all reasonable steps, including stopping the Work, to ensure that no person suffers injury, sickness or death, and that neither property nor the environment is injured or destroyed as a result of the contaminated site condition;

**57.2.2** immediately notify the Departmental Representative of the circumstances in writing; and

**57.2.3** Take all reasonable steps to minimize additional costs which may accrue as a result of any work stoppage.

**57.3** Upon receipt of a notification in accordance with GC57.2.2, the Departmental Representative shall, in a timely manner, determine whether a contaminated site condition as described in, or contemplated by, clause GC57.1, exists, and shall notify the Contractor in writing of any action to be taken, or Work to be performed, by the Contractor as a result of the Departmental Representative's determination.

**57.4** If the Contractor's services are required by the Departmental Representative, the Contractor shall follow the direction of the Departmental Representative with regard to any excavation, treatment and disposal of the contaminated substances or materials.

**57.5** The Departmental Representative may at any time, and at the Departmental Representative's sole discretion, enlist the services of experts and specialty contractors to assist in determining the existence of, and the extent and treatment of the contaminated site condition, and 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 obligations.

**57.6** Accept as may be otherwise provided for in the Contract, the provisions of GC30 shall apply.

#### **GC58 Certification - Contingency Fees**

**58.1** The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay or agree to pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.

**58.2** All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the accounts and audit provisions of the Contract.

**58.3** If the Contractor certifies falsely under GC58.1 or is in default of the obligations contained therein, His Majesty may either take the Work out of the Contractor's hands in accordance with the provisions of the Contract to recover from the Contractor by way of reduction to the Contract amount or otherwise the full amount of the contingency fee.

**58.4** For the purposes of GC58:

**58.4.1** "Contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government contract or negotiation the whole or any part of its terms;

**58.4.2** "Employee" means a person with whom the Contractor has an employer/employee relationship; and

**58.4.3** "Person" includes an individual or a group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

#### **GC59 Dispute Settlement**

##### **59.1 Mutual Discussions**

The Contractor and His Majesty, which for the purpose of this GC 59.1 shall jointly be referred to as the "Parties" and severally as the "Party," agree that if any dispute arises out of or in connection with this Contract, including without limitation any question regarding its existence, validity, termination of rights or obligation of any party, the Parties shall attempt, for a period of thirty (30) days after receipt by one Party of a notice from the other Party of



indicating:

**59.1.1** the existence of the dispute

**59.1.2** its basic substance; and

**59.1.3** The other Party's decision to refer the dispute to arbitration in accordance with GC59 of the Contract, the Parties shall attempt to settle the dispute by mutual discussions between them.

**59.2 Referral to Arbitration**

Any such dispute that cannot be settled amicably by mutual discussion within the thirty (30) day period referred to above, shall be settled by arbitration under the arbitration of the Province of Ontario (the "Rules"). The venue of the arbitration shall be conducted in the province of Ontario, Canada. Any notice of arbitration, response or other communication given to or by a party to the arbitration shall be given and deemed received as provided in the Rules. The costs of the arbitration shall be determined and paid by the parties to the arbitration as provided in the Rules.

**59.3 Appointments of Arbitrators**

Each of the Parties has the right to appoint one (1) arbitrator. The two (2) arbitrators will in turn appoint the third arbitrator. Should either Party fail to appoint its respective arbitrator within thirty (30) days from the date requested by the other Party, or should the two (2) arbitrators so appointed fail to appoint the third arbitrator within thirty (30) days from the date of appointment of the second arbitrator then such arbitrator(s) shall be appointed by the chairman of the Attribution of the Association of Chartered Engineers in the Province of Ontario, Canada.

**59.4 No Legal Proceedings**

Each Party agrees that it will not institute any legal proceedings arising out of or in connection with this Contract, except only as provided in this GC34 and each party agrees that it will apply to the court having jurisdiction to homologate for legal enforcement the decision rendered by the arbitral tribunal. In the event any legal proceedings are instituted in any court to enforce any arbitration award, the person or persons against whom enforcement of that arbitration award is sought shall pay all costs, including without limitation the costs of legal counsel and translation fees, of the person or persons seeking to enforce the arbitration award.

**59.5 Award Binding**

The arbitration must be held within six (6) months of the date of appointment of the arbitrator and the arbitrator is authorized to assess costs against a party who has caused delay or who has failed to comply with any rules of the arbitration. The decision of the arbitrator shall be final, binding and incontestable and may be used as a basis for judgement thereon in the Province of Ontario, Canada, or elsewhere.

**59.6 Waivers**

The Parties expressly agree to waive Article 48.1 of Law No. 30 Year 1999 on Arbitration and Alternative Dispute Resolution, so that the mandate of the arbitrators duly constituted in accordance with the terms of this Contract shall remain in effect until a final arbitration award has been issued by the arbitrators.

**59.7 Enforcement of Awards**

For the purpose of enforcing any arbitration award, the Parties choose the general, permanent and not-exclusive domicile of the Office of the Registrar of the Province of Ontario, Canada, without prejudice to the Parties' rights to enforce any arbitration award in any court having jurisdiction over the other Party or its assets.

**GC60 Force Majeure**

**60.1 Relief from Performance**

Neither His Majesty nor the Contractor shall be liable to the other for any delay in or failure to render, any act or thing to be performed pursuant to this Contract, to the extent that such delay or failure is caused by an event of force majeure. The effected party must use its best endeavours to eliminate the effects of the force majeure as soon as possible and resume performance hereunder.

**60.2 No termination**

This Contract must not be terminated by temporary force majeure and the rights and obligations of the Contractor and His Majesty must be restored in full after any period of force majeure has ended.

**60.3 Payment of Moneys**

**60.3.1** If as a consequence of money that is required to be paid by one Party pursuant to the terms and conditions of this Contract cannot be so paid in the manner directed by this Contract due to an event of force majeure, then the Party required to pay must notify the Party entitled to receive the money of the former's inability to pay and the reasons for it.

**60.3.2** The Party entitled to receive the money will designate to the Party required to pay an alternative place for payment and the latter will remit the funds to that place for the Party entitled to receive the funds.

**60.4 Force Majeure Events**



Force majeure events shall include, without limitation, any act of God, civil commotion or delays caused by governmental restriction affecting all or any portion of the Work which prevents or materially restricts either party from performing its obligations hereunder for which such party is responsible

**GC61 Health and Safety**

- 61.1** The Contractor shall ensure, in fulfilling its contractual obligations under this Contract, that its employees and agents are appropriately equipped with all safety clothing and equipment required to perform the Work.
- 61.2** The Contractor shall further ensure that its employees and agents adhere to and follow all applicable health and safety regulations, standards and procedures in force in the jurisdiction and have been trained and will use all mandatory safety equipment imposed by local law when completing the Work under this Contract.



## Section "IV" – Insurance Conditions

### **IC1 Proof of Insurance**

- 1.1 The Contractor shall, at its own expense, obtain and maintain insurance as provided hereunder with companies' subject to approval in writing by His Majesty.
- 1.2 Immediately following notification of Contract award and preceding the start of any on-site Work, the Contractor shall have its insurance broker, agency or underwriter inform the Departmental Representative in writing that all insurance required hereunder is in force.
- 1.3 Within fourteen (14) days after acceptance of the Contractor's tender, the Contractor shall, unless otherwise directed in writing by the Departmental Representative, deposit with the Departmental Representative an Insurer's Certificate of Insurance in the form displayed in this document and, if requested by the Departmental Representative, the originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Insurance Coverage Requirements shown hereunder.

### **IC2 Risk Management**

- 2.1 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 Section "III" 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.

### **IC3 Payment of Deductible**

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

### **IC4 Types of Insurance Required**

- 4.1 The Contractor will obtain the following types of commercial insurance coverage:
  - 4.1.1 Comprehensive General Liability Insurance ("CGL"); and
  - 4.1.2 Builder's Risk - Direct Damage Insurance ("BR").

### **IC5 Additional Named Insured**

- 5.1 Each insurance policy shall insure the Contractor, and shall include as Additional Named Insured, the Owner, being His Majesty the King in right of Canada, represented by the Minister of Foreign Affairs and the Employees or servants of both His Majesty and the Contractor.

### **IC6 Period of Insurance Coverage**

- 6.1 Unless otherwise directed in writing by the Departmental Representative, the policies required hereunder shall attach from the date of contract award and shall be maintained until the day of issue of the Final Certificate of Completion.

### **IC7 Notification**

- 7.1 Each insurance policy shall contain a provision that thirty (30) days prior written notice shall be given by the Insurer to the Departmental Representative in the event of any material change in, cancellation of, or expiration of coverage. Any notice affecting a material change in, cancellation of, or expiration of coverage received by the Contractor shall be transmitted forthwith to the Departmental Representative.





## Part I – Comprehensive General Liability (CGL)

### CGL1 Limits

- 1.1 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 the amount stated in C9, inclusive of Bodily Injury and Property Damage for any one occurrence or series of occurrences arising out of one cause. Legal or defence costs incurred in respect of a claim or claims shall not operate to decrease the limit of liability.

### CGL2 Coverages

- 2.1 The policy shall include but not necessarily be limited to the following coverages:
- 2.1.1 All premises, property and operations necessary or incidental to the performance of this Contract;
  - 2.1.2 Personal injury;
  - 2.1.3 Bodily injury and Property Damage on an "occurrence" basis;
  - 2.1.4 "Broad Form" Property Damage including the loss of use of property;
  - 2.1.5 Removal or weakening of support of any property, building or land whether such support be natural or otherwise;
  - 2.1.6 Elevator Liability (including Escalators, Hoists and Similar Devices);
  - 2.1.7 Contingent Employer's Liability;
  - 2.1.8 Owner's and Contractor's Protective Liability;
  - 2.1.9 Contractual and Assumed Liabilities under this Contract;
  - 2.1.10 Completed Operations and Products Liability;  
The insurance shall continue for a period of at least two (2) years beyond the date of the Departmental Representative's Final Certificate of Completion for the Completed Operations Hazard.
  - 2.1.11 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 operate to increase the limit of the Insurer's liability.
  - 2.1.12 Severability of Interests Clause;  
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 it a separate policy had been issued to each. This inclusion herein of more than one insured shall not increase the limit of the Insurer's liability.
- 2.2 Period of Insurance Coverage:  
The period of required insurance coverage for all insurance elements listed in CGL2: Coverages shall be from the date of execution of this contract until the date of issuance by the Departmental Representative of the Final Certificate of Completion.

### CGL3 Additional Exposures

- 3.1 The policy shall be endorsed to include the following exposures or hazards if the Work is subject thereto:
- 3.1.1 Blasting;
  - 3.1.2 Pile driving and caisson work;
  - 3.1.3 Underpinning;
  - 3.1.4 Risks associated with the activities of the contractor on an active airport;
  - 3.1.5 Radioactive contamination resulting from the use of commercial isotopes; and
  - 3.1.6 Damage to the portion of an existing building beyond that directly associated with an addition, renovation or installation contract. (The care, custody and control exclusion shall not apply.).

### CGL4 Insurance Proceeds

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



**CGL5 Deductible**

**5.1** The policy shall be issued with a deductible amount of not more than \$500.00 CAD per occurrence applying to Property Damage claims only.



## Part II – Builder's Risk - Direct Damage (BR)

### **BR1 Scope of Policy**

**1.1** The policy shall be written on an "All Risks" basis granting coverage similar to that provided by the form known and referred to in the Insurance Industry as "Builders' Risk Comprehensive Form."

### **BR2 Property Insured**

**2.1** The property insured shall include:

**2.1.1** 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;

**2.1.2** Expenses incurred in the removal from the construction site of debris of the property insured, including demolition of damaged property, de-icing and de-watering, occasioned by loss, destruction or damage to such property and in respect of which insurance is provided by this policy; and

**2.1.3** Equipment and materials required for the execution or temporary protection of the Work.

### **BR3 Insurance Proceeds**

**3.1** Insurance Proceeds from this policy are payable in accordance with GC28 of the General Conditions of the Contract.

**3.2** The policy shall provide that the proceeds thereof are payable to His 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.

### **BR4 Amount of Insurance**

**4.1** The amount of insurance shall not be less than the sum of the contract value plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by His Majesty at the site of the project to be incorporated into and to form part of the finished Work.

### **BR5 Deductible**

**5.1** The policy shall be issued with a deductible amount of not more than \$1,000.00 CAD.

### **BR6 Exclusion Qualifications**

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

**6.1.1** 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;

**6.1.2** Loss or damage caused by contamination by radioactive material may be excluded except for loss or damage resulting from commercial isotopes used for industrial measurement, inspection, quality control, radiographic or photographic use; and

**6.1.3** Use and occupancy of the project or any part or section thereof shall be permitted where such is for the purposes for which the project is intended upon completion.



**Broker's Certificate of Insurance**

**(TO BE DELIVERED TO THE DEPARTMENTAL REPRESENTATIVE BEFORE THE START OF ANY ON-SITE WORK)**

COVERING:  
DESCRIPTION OF WORK: \_\_\_\_\_

LOCATION OF WORK: \_\_\_\_\_

ISSUED BY:  
BROKER/AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ISSUED TO:        FOREIGN AFFAIRS, TRADE AND DEVELOPMENT CANADA  
ADDRESS:         125 SUSSEX DRIVE, OTTAWA, ONTARIO CANADA K1A 0G2

NAMED INSURED:  
CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

This document certifies that the following policies of Insurance are at present in force covering all operations of the Insured, effective from \_\_\_\_\_ 20\_\_ in connection with Foreign Affairs, Trade and Development Canada, for the \_\_\_\_\_ made between the Named Insured and Foreign Affairs, Trade and Development Canada.

TYPE	POLICY NUMBER	EXPIRY DATE OF LIABILITY			LIMITS	DEDUCTIBLE
		DAY	MONTH	YEAR		
Comprehensive General Liability						
Builder's Risk "All Risks"						

Each of these policies provides coverages as specified in Insurance Conditions Section "IV" which form part of this Contract.

The Insurer agrees to notify His Majesty and the Named Insured in writing thirty (30) days prior to any material change in, cancellation of, or expiration of any policy or coverage.

\_\_\_\_\_  
Name - Broker/Agent's      Signature-Broker/Agent's      Date      Telephone Number  
Authorized Representative    Authorized Representative

ISSUANCE OF THIS CERTIFICATE SHALL NOT LIMIT OR RESTRICT THE RIGHT OF HIS MAJESTY TO REQUEST AT ANY TIME DUPLICATE CERTIFIED COPIES OF SAID INSURANCE POLICIES.



**Insurer's Certificate of Insurance**

**(TO BE DELIVERED TO THE DEPARTMENTAL REPRESENTATIVE BEFORE THE START OF ANY ON-SITE WORK)**

COVERING:  
 DESCRIPTION OF WORK: \_\_\_\_\_  
 LOCATION OF WORK: \_\_\_\_\_  
 ISSUED BY:  
 BROKER/AGENT: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_

ISSUED TO:      FOREIGN AFFAIRS, TRADE AND DEVELOPMENT CANADA  
 ADDRESS:        125 SUSSEX DRIVE, OTTAWA, ONTARIO CANADA K1A 0G2

NAMED INSURED:  
 CONTRACTOR: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_

This document certifies that the following policies of Insurance are at present in force covering all operations of the Insured, effective from \_\_\_\_\_ 20\_\_ in connection Foreign Affairs, Trade and Development Canada, for the \_\_\_\_\_ made between the Named Insured and Foreign Affairs, Trade and Development Canada.

TYPE	POLICY NUMBER	EXPIRY DATE OF LIABILITY			LIMITS	DEDUCTIBLE
		DAY	MONTH	YEAR		
Comprehensive General Liability						
Builder's Risk "All Risks"						

Each of these policies provides coverages as specified in Insurance Conditions Section "IV" which form part of this Contract.

The Insurer agrees to notify His Majesty and the Named Insured in writing thirty (30) days prior to any material change in, cancellation of, or expiration of any policy or coverage.

\_\_\_\_\_  
 Name - Insurer's                      Signature- Insurer's                      Date                      Telephone Number  
 Authorized Representative    Authorized Representative

ISSUANCE OF THIS CERTIFICATE SHALL NOT LIMIT OR RESTRICT THE RIGHT OF HIS MAJESTY TO REQUEST AT ANY TIME DUPLICATE CERTIFIED COPIES OF SAID INSURANCE POLICIES.



### **Section “V” – Contract Security Conditions**

This section is left intentionally blank.



## Section “VI” – Labour Conditions

### **LC1 Non-discrimination in Hiring and Employment of Labour**

**1.1** The Contractor agrees that:

**1.1.1** in the hiring and employment of workers to perform any Work under the Contract, the Contractor will not refuse to employ and will not discriminate in any manner against any person because:

**1.1.1.1** of that person's race, national origin, colour, religion, age, sex or marital status;

**1.1.1.2** of the race, national origin, colour, religion, age, sex, or marital status of any person having any relationship or association with that person; or

**1.1.1.3** a complaint has been made or information has been given by or in respect of that person relating to an alleged failure by the Contractor to comply with subparagraph (LC1.1.1.1.) or (LC1.1.1.2);

**1.2** If any question arises as to whether the Contractor has failed to comply with the provision described in paragraph (LC1.1), the Minister or any person designated by the Minister shall decide the question and his decision shall be final for the purposes of the Contract; and

**1.3** Failure to comply with the aforementioned clauses (LC1.1.1) and (LC1.1.2) regarding non-discrimination shall constitute a material breach of the Contract.

### **LC2 Labour**

**2.1** The Contractor further agrees to pay in employing labour, wages that are in conformity with all applicable legislation and norms in force in the place in which the Work is being performed.



## Appendix “A” – Statement of Work

### 1. TITLE

Restoration of the Greenhouse at the Official Residence of the Embassy of Canada to Ireland, in Dublin.

### 2. BACKGROUND

The Official Residence (OR) of the Embassy of Canada to Ireland, in Dublin is located within a Conservation Area and is a protected structure. The OR has a large greenhouse located in the rear garden, within the curtilage and therefore falls within the protected structure. The greenhouse has wooden pitched rafter style roof with long span glazed panes, built on low-level brickwork, with wooden window and doorframes to the gable end elevations. The external brickwork is finished with limestone render, which has perished and cracked in areas, exposing the brickwork.

Internally, the brickwork appears to have suffered from damp penetration and pointing to brickwork has perished, the perished external render being a possible source of ingress. Joinery of the rafter-glazing beads to main glazed pitched roof, doorframe and window frames are rotten in places. Paintwork is generally weathered and in poor condition in areas. Putty to the glazing beads has perished from the elements.

The surface water collection is via a cast-iron rainwater gutter at the bottom of the pitched roof glazing, and appears to be in reasonable condition.

The greenhouse size is approximately 9m in length, 4m in width and 3m in height.

### 3. OBJECTIVE

The work must be completed by a contractor with specialist buildings skills in the restoration of buildings with conservation and heritage protected status. This required work is for the holistic restoration to the greenhouse, with equal materials to retain as much as possible the character and material content of the existing structure.

### 4. LOCATION OF WORK

The work is to be performed at the Official Residence located in Dublin, Ireland. *Exact address to be provided at contract award.*

### 5. SCOPE OF WORK

The greenhouse requires restoration and repairs to its various building elements:

- Brickwork.
- Lime render.
- Joinery repairs – replacement of rotten rafter glazing bars, door and window frameworks.
- Painting to joinery and woodwork and cast-iron – external and internal.
- De-glazing and re-glazing with the replacement of perished putty.

### 6. GENERAL PROVISIONS AND PREPARATION

Roof Glazing

- De-glaze roof areas for access to joinery repairs and painting.
- Carefully remove glazing panes and set aside for re-use to make safe for working conditions.
- Glazing panes must be carefully stacked/stored for re-installation.
- Contingency allowance for breakages maybe required.

### 7. PROTECTION

- Provide temporary protection to surrounding vegetation as required.
- Full protection of the grounds must be considered, and screening of the works/structure may be required.
- Include for all working areas and access pathways.
- The contractor is responsible for clearance of all debris and redundant materials arising from the works. The site must be left cleaned at the end of each day.





## 8. ACCESS

- Scaffold and working platform for roof and glazing work as required.

## 9. MASONRY WORKS

### External Render and Brickwork

- Preparation of loose render.
- Rake out loose joints and pointing to brickwork to 25mm depth.
- Re-point brickwork joints.
- Apply Limestone Render to brickwork. Contractor to provide specification for review and approval by the Departmental Representative.
- Flashing: check flashing detail requirements at wall and roof glazing.

### Internal Brickwork

- Rake out loose joints and pointing to brickwork to 25mm depth.
- General clean-up of friable surfaces.
- Re-point brickwork joints with suitable mortar mix.

## 10. JOINERY AND WOODWORK

The contractor will be required to engage specialist joinery firm for replacement of the joinery details.

### Rafter Glazing Beads

- Remove all rotten glazing bars and replace with new Hardwood glazing beads to match.

### Door and Window Frame Elevation

- Replace rotten window framework.
- General - Splice repairs to rotten woodwork, where achievable.

### Roof-light Window

- Replace rotten window frame.

## 11. GLAZING

### De-Glazing

- Hack out perished putty and de-glaze areas for access to joinery repairs and painting.
- Glazing should be carefully stacked/stored for re-installation.
- Contingency allowance for replacement of any breakages.
- Apply pre-treatment of linseed oil to rebate details.

### Glazing and Re-Putty to Roof, Window and Door Joinery

- Apply pre-treatment of linseed oil to rebate details.
- Reinstall glass panes.
- Glazing points; supply & fix as required for securing glass panes.
- Re-putty glazing using premium grade putty.
- Putty must be firmly packed into glazing rebate; even bevel, neat mitres and a tight seal along all glass and wood surfaces.
- Retaining straps: replace worn and broken roof slate straps bottom edge of roof glass panes. Copper slate strap or similar to match.

## 12. PAINTING – INTERNAL AND EXTERNAL SURFACES

### Preparation

- Preparation: sand down and prepare all painted surfaces – Joinery & Ironware.
- Remove guttering as required and set aside for re-install.
- Allow primer and pre-treatment to woodwork and new bare joinery surfaces.
- Cast iron pipework: allow metal primer to pipework and associated external ironware.



Paint one (1) undercoat and two (2) full coats of Exterior Grade Gloss for Woodwork and Ironware

- Colour to match existing: test patch for colour match and approval.
- Paint grade must be for external weather.
- Paint must be of low volatile organic compound.
- Paint obtained must bear marking from manufacturers with European Standard with Conformité Européene (CE) approved identification.
- Paint must be obtained from the manufacturer in the colour required. Colour mixing or tinting on the job will not be permitted.

### **13. DELIVERABLES/SUBMITTALS**

#### Specifications

- Material specification; all proposed materials.
- Material safety data sheets; all proposed products.

#### Method Statement

Must be available for review and approval by the Departmental Representative and shall include:

- Construction and work methodology, including all tools and resources proposed for the works.
- Task activity schedules including procurement; with duration start to finish timelines.
- Risk assessment - all risks and site specific.
- Health & Safety provisions.

#### Shop Drawings

Joinery shop drawings for the window and door framework proposed for replacement. Must be available for approval to ensure new joinery is matching style, pattern and character to existing, prior to issue for fabrication and construction.



### Appendix "B" – Security Requirements Check List



Government of Canada / Gouvernement du Canada

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 <p style="text-align: center; font-size: small;">Global Affairs Canada AWF</p>	2. Branch or Directorate / Direction générale ou Direction Embassy of Canada Dublin Ireland
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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  
 Official Residence - Restoration of the greenhouse in accordance with the Dublin City Council Heritage and Conservation guidelines.  
 The scope of works involves masonry/render repairs to brickwork, replacement of rotten window and door framework and joinery, de-glazing and reinstatement of glazing & putty, and repainting woodwork.

5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
--	---	-------------------------------------

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

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

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

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

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

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>

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

7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/> PROTECTED B PROTÉGÉ B <input type="checkbox"/> PROTECTED C PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> SECRET SECRET <input type="checkbox"/> TOP SECRET TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/> NATO SECRET NATO SECRET <input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/> PROTECTED B PROTÉGÉ B <input type="checkbox"/> PROTECTED C PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> SECRET SECRET <input type="checkbox"/> TOP SECRET TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
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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	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			SECRET	TOP SECRET	
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			A	B	C			CONFIDENTIEL
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?  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / 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?  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / 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 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 CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET	
							NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL	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).

Security Classification / Classification de sécurité
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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	
Vimal Baid	Regional Maintenance Officer		
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
+4402073215942		vimal.baid@international.gc.ca	07.07.2021
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Deborah Rogan	MCO Dublin	Rogan, Deborah <small>Digitally signed by Rogan, Deborah Date: 2021.07.01 16:10:17 +01'00'</small>	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
+353860495545 mitnet 441 3300		deborah.rogan@international.gc.ca	
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 checked="" type="checkbox"/> No / <input type="checkbox"/> Yes Non / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Jennifer Drews	Procurement Manager - AAOB	Drews, Jennifer <small>Digitally signed by Drews, Jennifer DN: c=CA, o=GC, ou=DFAIT-MAECI, ou=PERSON, cn='Drews, Jennifer' Reason: I am approving this document Location: Date: 2023.04.26 13:42:32-04'00' Foxit PDF Editor Version: 12.0.0</small>	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
613-612-2616		jennifer.drews@international.gc.ca	
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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
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