



# SPECIFICATIONS

**SOLICITATION #:** 23-58055

**BUILDING:** BOU  
75 de Mortagne Blvd  
Boucherville, QC

**PROJECT:** Redesign of the Main Entrance

**PROJECT #:** BOU01P23001

**Date:** July 2023



# **SPECIFICATION**

## **TABLE OF CONTENTS**

**Construction Tender Form**

**Buyandsell Notice**

**Instructions to Bidders**

**Acceptable Bonding Companies**

**Articles of Agreement**

**Plans and Specifications** **A**

**Terms of Payment** **B**

**General Conditions** **C**

**Labour Conditions and Fair Wage Schedule**      **D**  
**N/A**

**Insurance Conditions**      **E**

**Contract Security Conditions**      **F**

**Security Requirement Check List**      **G**

## Construction Tender Form

### Project Identification    **Redesign of the Main Entrance**

**Tender No.:**    23-58055

#### 1.2 **Business Name and Address of Tenderer**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact Person(Print Name) \_\_\_\_\_

Telephone (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

#### 1.3 **Offer**

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

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

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

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

---

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

---

### **1.3.1 Offer** (continued)

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

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

### **1.4 Acceptance and Entry into Contract**

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

### **1.5 Construction Time**

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

### **1.6 Bid Security**

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

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

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

---

National Research Council      Conseil national de recherches  
Canada                              Canada

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

---

**1.7      Contract Security**

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

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

**1.8      Appendices**

This Tender Form includes Appendix No. \_\_\_\_\_N/A\_\_\_\_\_.

**1.9      Addenda**

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

| NUMBER | DATE | NUMBER | DATE |
|--------|------|--------|------|
|        |      |        |      |
|        |      |        |      |
|        |      |        |      |
|        |      |        |      |
|        |      |        |      |
|        |      |        |      |
|        |      |        |      |

**(Tenderers shall enter numbers and dates of addenda)**

---

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

---

**1.10 Execution of Tender**

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

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

\_\_\_\_\_  
(Type or print the business name of the Tenderer)

**AUTHORIZED SIGNATORY (IES)**

\_\_\_\_\_  
(Signature of Signatory)

\_\_\_\_\_  
(Print name & Title of Signatory)

\_\_\_\_\_  
(Signature of Signatory)

\_\_\_\_\_  
(Print name & Title of Signatory)

**SEAL**

## BUYANDSELL NOTICE

### Redesign of the Main Entrance

The National Research Council Canada, 75 de Mortagne Blvd, Boucherville, QC has a requirement for a project that includes:

Work under this contract includes the remodeling of the main entrance, the addition of an electrical conduit and the addition of a pedestrian walkway for the National Research Council of Canada building BOU-01 located at 75 Boulevard de Mortagne in Boucherville.

Tender Destination

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

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

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

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

#### 1. GENERAL:

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

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

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

#### 2. MANDATORY SITE VISIT:

It is mandatory that the bidder attends one of the site visits at the designated date and time. At least one representative from proponents that intend to bid must attend.

The site visits will be held on July 18<sup>th</sup> and July 19<sup>th</sup> 2023 at **9:00am**. Meet Jean-Philippe Jacob at BOU Building, 75 de Mortagne Blvd, Boucherville, QC. Bidders who, for any reason, cannot attend at the specified date and time will not be given an alternative appointment to view the site and their tenders, therefore, will be considered as non-responsive. **NO EXCEPTIONS WILL BE MADE.**



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

### **3. TENDER CLOSING DATE:**

Tender closing date is August 17<sup>th</sup>, 2023 at 14:00.

### **4. TENDER RESULTS**

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

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

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

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

#### **6.0 WSIB (WORKPLACE SAFETY AND INSURANCE BOARD)**

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

#### **7.0 OFFICE OF THE PROCUREMENT OMBUDSMAN**

- .1 **Dispute Resolution Services**  
The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca).
- .2 **Contract Administration**  
The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca).
- .3 The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding

the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

The Departmental Representative or his designate for this project is: **Jean-Philippe Jacob**  
Telephone: **450 641-5250**

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

## INSTRUCTIONS TO BIDDERS

### Article 1 – Receipt of Tender

- 1a) Tender must be received **by email only** not later than the specified tender closing time. Electronic bids received after the indicated closing time - NRC servers received time - will be irrevocably rejected. Bidders are urged to send their proposal sufficient time in advance of the closing time to prevent any technical issues. NRC will not be held responsible for bids sent before closing time but received by the NRC servers after the closing time. Tenders received after this time are invalid and shall not be considered, regardless of any reason for their late arrival.
- 1b) A letter of printed telecommunication from a bidder quoting a price shall not be considered as a valid tender unless a formal tender has been received on the prescribed Tender Form.
- 1c) Bidders may amend their tenders by **email only** provided that such amendments are received not later than the specified tender closing time.
- 1d) Any amendments to the tender which are transmitted by **email only** must be signed and must clearly identify the tenderer.

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

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

### Article 2 – Tender Form & Qualifications

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

- 5) A proposal submitted by a bidder who's Board of Directors or proprietor (s) are in majority the same as a former vendor who has declared bankruptcy while performing work for NRC over the last 7-years from the date of issuance of this RFP may be rejected and not eligible for award at NRC's sole discretion. In such case, NRC will advise the ineligible proponent(s).
- 6) A proposal submitted by a bidder who has had a previous contracts cancelled by NRC due to lack of performance within 3 years from the issuance date of this RFP may be rejected and not eligible for award at NRC's sole discretion. In such case, NRC will advise the ineligible proponent (s).
- 7) If there is discrepancy between the English version and the French version of this document and any of the attachments and amendments, the English version will takes precedence.
- 8) The Council does not bind itself to accept the lowest or any tender.

#### Article 3 - Contract

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

#### Article 4 – Tender Destination

- 1a) Tenders are to be submitted **by email only**:  
National Research Council Canada

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

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

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

#### Article 5 - Security

- 1a) Bid Security is required and must be submitted in one of the following forms:
  - i) bonds of the Government of Canada, or bonds unconditionally guaranteed as to principal and interest by the Government of Canada; **OR**
  - ii) a bid bond.
- 1b) Regardless of the Bid Security submitted, it should never be more than \$250,000 maximum, calculated at 10% of the first \$250,000 of the tendered price, plus 5% of any amount in excess of \$250,000.
- 1c) Bid Security shall accompany each tender or, if forwarded separately from the tender, shall be provided not later than the specified tender closing time. Bid bond or E-bond Security must be in the ORIGINAL form. PDF via email is acceptable. FAILURE TO PROVIDE THE REQUIRED BID SECURITY SHALL INVALIDATE THE TENDER.

- 1d) The successful tenderer is required to provide security within 14 days of receiving notice of tender acceptance. The tenderer must furnish EITHER:
- i) a Security Deposit as described in 1(b) above together with a Labour and Material Payment Bond in the amount of at least 50% of the amount payable under the contract, OR
  - ii) a Performance Bond and a Labour and Material Payment Bond – each in the amount of 50% of the amount payable under the contract.
- 1e) Bonds must be in an approved form and from the companies whose

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

#### Article 6 – Sales Tax

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

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

#### Article 7 – Examination of Site

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

#### Article 8 – Discrepancies, Omissions, Etc.

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

#### Article 9 – No additional Payments for Increased Costs

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

#### Article 10 – Awards

- 1a) The Council reserves the power and right to reject tenders received from parties who cannot show a reasonable acquaintance with and preparation for the proper performance of the class of work herein specified and shown on plans. Evidence of such competence must be furnished by the tenderers if required to do so.
- 1b) A tenderer may be required to furnish to the Contracting Office, National Research Council of Canada, Building M-58, 1200 Montreal Road, Ottawa, Ontario, K1A 0R6, Canada, unsigned copies of the insurance requirements as covered by the Insurance Conditions of the General Specification.
- 1c) The Council will accept the Lowest Compliant Bid for Contract Award.

#### Article 11 – Harmonized Sales Tax

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

## Non-resident contractors

RST guide 804

Published August 2006

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

## Publication Archived

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

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

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

## Non-Resident Contractor Defined

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

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

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

## Registration and Guarantee Deposit

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

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

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

## Letter of Compliance

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

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

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

## Calculation of RST

### ***Fair Value***

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

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

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

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

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

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

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

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

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

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

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



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

net book value at date of import x tax rate

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

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

(See Completion of Contract section)

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

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

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

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

(See RST Guide 401 - Manufacturing Contractors)

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

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

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

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

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

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

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

## Status Indians, Indian Bands and Band Councils

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

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

### Completion of Contract

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

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

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

All returns are subject to audit.

### Legislative References

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

### For More Information

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

## **Acceptable Bonding Companies**

Published September 2010

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

### **1. Canadian Companies**

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

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

## 2. Provincial Companies

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

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

## 3. Foreign Companies

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

---

## Articles of Agreement

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

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

---

## Articles of Agreement

These Articles of Agreement made in duplicate this      day of      .

Between

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

and

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

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

A1      Contract Documents

**(23/01/2002)**

- 1.1      Subject to A1.4 and A1.5, the documents forming the contract between His Majesty and the Contractor, referred to herein as the contract documents, are
  - 1.1.1    these Articles of Agreement,
  - 1.1.2    the document attached hereto, marked “A” and entitled “Plans and Specifications”, referred to herein as the Plans and Specifications,
  - 1.1.3    the document attached hereto, marked “B” and entitled “Terms of Payment”, referred to herein as the Terms of Payment,
  - 1.1.4    the document attached hereto, marked “C” and entitled “General Conditions”, referred to herein as the General Conditions,
  - 1.1.5    the document attached hereto, marked “D” and entitled “Labour Conditions”, referred to herein as the Labour Conditions,
  - 1.1.6    the document attached hereto, marked “E” and entitled “Insurance Conditions”, referred to herein as the Insurance Conditions,
  - 1.1.7    the document attached hereto, marked “F” and entitled “Contract Security Conditions”, referred to herein as the Contract Security Conditions, and
  - 1.1.8    any amendment or variation of the contract documents that is made in accordance with the General Conditions.
  - 1.1.9    the document entitled Fair Wage Schedules for Federal Construction Contracts referred to herein as Fair Wage Schedules
  - 1.1.10

---

## Articles of Agreement

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

### 1.2 In the contract

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

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

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

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

### A2 Date of Completion of Work and Description of Work

**(23/01/2002)**

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

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

---

## Articles of Agreement

### A3 Contract Amount

**(23/01/2002)**

3.1 Subject to any increase, decrease, deduction, reduction or set-off that may be made under the Contract, His Majesty shall pay the Contractor at the times and in the manner that is set out or referred to in the Terms of Payment

3.1.1 the sum of (GST/HST extra), in consideration for the performance of the work or the part thereof that is subject to Fixed Price Arrangement, and

3.1.2 a sum that is equal to the aggregate of the products of the number of units of Measurement of each class of labour, plant and material that is set out in a Final Certificate of Measurement referred to in GC44.8 multiplied in each case by the appropriate unit price that is set out in the Unit Price Table in consideration for the performance of the work or the part thereof that is subject to a Unit Price Arrangement.

3.2 For the information and guidance of the Contractor and the persons administering the contract on behalf of His Majesty, but not so as to constitute a warranty, representation or undertaking of any nature by either party, it is estimated that the total amount payable by Her Majesty to the Contractor for the part of the work to which a Unit Price Arrangement is applicable will be approximately \$N/A

3.3 A3.1.1 is applicable only to a Fixed Price Arrangement.

3.4 A3.1.2 and A3.2 applicable only to a Unit Price Arrangement.

### A4 Contractor's Address

**(23/01/2002)**

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



**Articles of Agreement**

A5 Unit Price Table

(23/01/2002)

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

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

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

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

---

**Articles of Agreement**

Signed on behalf of His Majesty by

\_\_\_\_\_

as Senior Contracting Officer

and \_\_\_\_\_

as \_\_\_\_\_

of the **National Research Council Canada**

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

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

Signed, sealed and delivered by

\_\_\_\_\_

as \_\_\_\_\_ and  
Position

by \_\_\_\_\_

as \_\_\_\_\_  
Position

of

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

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

**Seal**

Division 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 01 10 - Table of contents.....1

Division 01 – GENERAL REQUIREMENTS

Section 00 10 00 – General Instructions .....2-16

Section 00 15 45 – General and Fire Safety Requirements..... 17-23

Section 00 00 00 – Drawing and scope of work.....24-78

END OF TABLE

REDESIGN OF THE ROAD MAIN ENTRANCE, BUILDING BOU-01, 75 BOULEVARD DE MORTAGNE, BOUCHERVILLE, QUEBEC.

**1. SCOPE OF WORK**

- .1 Work under this contract covers the redesign of the road main entrance for the Council's Building at 75 BOULEVARD de Mortagne, Boucherville for the National Research Council.
- Redesign of the entrance for automobiles;
  - Addition of a concrete sidewalk for pedestrians;
  - Addition of an underground conduit for electrical cables.

**2. DRAWINGS**

- .1 The following drawings illustrate the work and form part of the contract documents:
- GEN22-1310-04 POUR SOUMISSION – SUBMISSION.PDF

**3. COMPLETION**

- .1 Complete all work for the 22<sup>nd</sup> of December 2023.

**4. GENERAL**

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

**5. SPECIFIED ACCEPTABLE & ALTERNATIVE EQUIPMENT & MATERIALS**

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

- .5 Any alternative manufacturers or materials submitted which are incomplete and cannot be evaluated, or are later than seven (7) working days before tender closing date or after the tender period, will not be considered.

## **6. MINIMUM STANDARDS**

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

## **7. WORKPLACE HAZARDOUS MATERIAL INFORMATION SYSTEM (WHMIS)**

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

## **8. DESIGNATED SUBSTANCES**

Comply with Provincial legislation if encountering specifically listed designated substances on the work site while performing the work described in these contract documents:

- .1 It is the responsibility of the Contractor to ensure that each prospective sub-contractor for this project has received a copy of the listed designated substances which may be present on site.
- .2 In addition to the specific designated substances listed by the province, the following may also be present:

## **9. COST BREAKDOWN**

- .1 Submit, for approval by the Departmental Representative, a cost breakdown of tender 72 hours after the contract is awarded.

- .2 Use the approved cost breakdown as the basis for submitting all claims.
- .3 Request Departmental Representative's verbal approval to amount of claim prior to preparing and submitting the claim in its final form.
- .4 Contractor costs associated with compliance with occupational health and safety requirements (Canada Labour Code) related to the Coronavirus/COVID-19 pandemic must be included in the initial bid price. These costs may include, but are not limited to, the provision of additional personal protective equipment (PPE) and social distancing requirements as required to complete the project. Contractor must review and incorporate into initial bid pricing compliance with any Coronavirus/COVID-19 related health and safety guidance issued by the local Medical Officer of Health (applicable in the jurisdiction of the project), the Public Health Agency of Canada, Health Canada and/or the provincial Ministry of Health, as applicable.

**10. SUB-TRADES**

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

**11. PERSONNEL SECURITY AND IDENTIFICATION**

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

**12. WORKING HOURS AND ESCORTING REQUIREMENTS**

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

**13. SCHEDULE**

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

- .3 30 day(s) before the scheduled completion date, arrange to do an interim inspection with the Departmental Representative.

**14. PROJECT MEETINGS**

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

**15. SHOP DRAWINGS**

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

**16. SAMPLES AND MOCK-UPS**

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

**17. MATERIALS AND WORKMANSHIP**

- .1 Install only new materials on this project unless specifically noted otherwise.

- .2 Only first class workmanship will be accepted, not only with regard to safety, efficiency, durability, but also with regard to neatness of detail and performance.

**18. WORK & MATERIALS SUPPLIED BY OWNER**

- .1 Work and materials not included in this contract are described on drawings and in this specification.
- .2 Deliver to a storage place, as directed by the Departmental Representative, all materials returned to the Owner.
- .3 Unless otherwise specified, accept owner-supplied materials at their storage location and provide all transportation as required.



- .4 General Contractor's duties:
  - .1 Unload at site.
  - .2 Promptly inspect products and report damaged or defective items.
  - .3 Give written notification to the Departmental Representative for items accepted in good order.
  - .4 Handle at site, including uncrating and storage.
  - .5 Repair or replace items damaged on site.
  - .6 Install, connect finished products as specified.

**19. SITE ACCESS**

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

**20. USE OF SITE**

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

**21. ACCEPTANCE OF SITE**

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

**22. SITE OFFICE & TELEPHONE**

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

**23. SANITARY FACILITIES**

- .1 Provide sanitary facilities, and bear all associated costs.

**24. TEMPORARY SERVICES**

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

**25. DOCUMENTS REQUIRED AT WORK SITE**

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

**26. CO-OPERATION**

- .1 Co-operate with NRC staff in order to keep disruption of normal research work to an absolute minimum.
- .2 Work out in advance, a schedule for all work which might disrupt normal work in the building.
- .3 Have schedule approved by the Departmental Representative.

- .4 Notify the Departmental Representative in writing, 72 hours prior to any intended interruption of facilities, areas, corridors, mechanical or electrical services and obtain requisite permission.

**27. PROTECTION AND WARNING NOTICES**

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

**28. BILINGUALISM**

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

**29. LAYOUT OF WORK**

- .1 Location of equipment, fixtures, outlets and openings indicated on drawings or specified are to be considered as approximate.

- .2 Locate equipment, fixtures and distribution systems to provide minimum interference and maximum usable space and in accordance with the manufacturer's recommendations for safety, access and maintenance.
- .3 Employ competent person to lay out work in accordance with the contract documents.

**30. DISCREPANCIES & INTERFERENCES**

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

**31. MANUFACTURER'S INSTRUCTIONS**

- .1 Unless otherwise specified, comply with manufacturer's latest printed instructions for materials and installation methods.
- .2 Notify the Departmental Representative in writing of any conflict between these specifications and manufacturer's instruction. Departmental Representative will designate which document is to be followed.

**32. TEMPORARY HEATING AND VENTILATING**

- .1 Bear the costs of temporary heat and ventilation during construction including costs of installation, fuel, operation, maintenance, and removal of equipment.
- .2 Use of direct-fired heaters discharging waste products into the work areas will not be permitted unless prior approval is given by the Departmental Representative.
- .3 Furnish and install temporary heat and ventilation in enclosed areas as required to:
  - .1 Facilitate progress of work.
  - .2 Protect work and products against dampness and cold.
  - .3 Reduce moisture condensation on surfaces to an acceptable level.
  - .4 Provide ambient temperature and humidity levels for storage, installation and curing of materials.

- .5 Provide adequate ventilation to meet health regulations for a safe working environment.

- .4 Maintain minimum temperature of 10°C (50°F) or higher where specified as soon as finishing work is commenced and maintain until acceptance by the Departmental Representative.
  - .1 Maintain ambient temperature and humidity levels as required for comfort of NRC personnel.
- .5 Prevent hazardous or unhealthy accumulations of dust, fumes, mists, vapours or gases in areas occupied during construction including also, storage areas and sanitary facilities.
  - .1 Dispose of exhaust materials in a manner that will not result in a harmful or unhealthy exposure to persons.
- .6 Maintain strict supervision of operation of temporary heating and ventilating equipment.
  - .1 Enforce conformance with applicable codes and standards.
  - .2 Comply with instructions of the Departmental Representative including provision of full-time watchman services when directed.
  - .3 Enforce safe practices.
  - .4 Vent direct-fired combustion units to outside.
- .7 Submit tenders assuming existing or new equipment and systems will not be used for temporary heating and ventilating.
- .8 After award of contract, Departmental Representative may permit use of the permanent system providing agreement can be reached on:
  - .1 Conditions of use, special equipment, protection, maintenance, and replacement of filters.
  - .2 Methods of ensuring that heating medium will not be wasted and in the case of steam, agreement on what is to be done with the condensate.
  - .3 Saving on contract price.
  - .4 Provisions relating to guarantees on equipment.

**33. CONNECTIONS TO AND INTERRUPTIONS TO EXISTING SERVICES**

- .1 Where work involves breaking into or connecting to existing services, carry out work at times and in the manner agreed to by the Departmental Representative and by authorities having jurisdiction, with minimum disruption to NRC Personnel and vehicular traffic and minimum service interruption. Do not operate any NRC equipment or plant.
- .2 Before commencing work, establish location and extent of service lines in area of work and notify Departmental Representative of findings.
- .3 Submit a schedule to and obtain approval from the Departmental Representative for any shut-down or closure of active service or facility; allow minimum 72 hours notice. Adhere to approved schedule and provide notice to the Departmental Representative.
- .4 Where unknown services are encountered, immediately advise Departmental Representative and confirm findings in writing.

- .5 Provide detours, bridges, alternate feeds, etc., as required to minimize disruptions.
- .6 Protect existing services as required and immediately make repairs if damage occurs.
- .7 Remove any abandoned service lines as indicated on the contract documents and as approved by the Departmental Representative; cap or otherwise seal lines at cut-off points. Record and provide a copy to the Departmental Representative of locations of maintained, re-routed and abandoned service lines.

**34. CUTTING AND PATCHING**

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

**35. FASTENING DEVICES**

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

**36. OVERLOADING**

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

**37. DRAINAGE**

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

**38. ENCLOSURE OF STRUCTURES**

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

**39. STORAGE**

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

**40. GENERAL REVIEW**

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



**41. INSPECTION OF BURIED OR CONCEALED SERVICES**

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

**42. TESTING**

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

**43. PARTIAL OCCUPANCY**

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

**44. DISPOSAL OF WASTES**

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

**45. CLEAN-UP DURING CONSTRUCTION**

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

**46. FINAL CLEAN-UP**

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

**47. WARRANTY AND RECTIFICATION OF DEFECTS IN WORK**

- .1 Refer to General Conditions "C", section GC32.

- .2 Ensure that all manufacturers' guarantees and warranties are issued in the name of the **General Contractor** and the National Research Council.

**48. MAINTENANCE MANUALS**

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

**END OF SECTION**

## 1. GENERAL CONSTRUCTION SAFETY REQUIREMENTS

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

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

## **2. FIRE SAFETY REQUIREMENTS**

### **.1 Authorities**

1. The Fire Commissioner of Canada (FC) is the authority for fire safety at NRC.
2. For the purpose of this document, "Departmental Representative" will be deemed as the NRC person in charge of the project and who will enforce these Fire Safety Requirements.
3. Comply with the following standards as published by the Office of the Fire Commissioner of Canada:
  - a. Standard No. 301 - June 1982 "Standard for Construction Operations";
  - b. Standard No. 302 - June 1982 "Standard for Welding and Cutting".

### **.2 Smoking**

- .1 Smoking is prohibited inside all NRC buildings, as well as roof areas.
- .2 Obey all "NO SMOKING" signs on NRC premises.

### **.3 Hot Work**

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

### **.4 Reporting Fires**

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

- .2 REPORT immediately, all fire incidents as follows:
  - .1 Activate nearest fire alarm pull station and;
  - .2 Telephone the emergency phone numbers which will be provided at the project kick off meeting;
  4. When reporting a fire by phone, give the location of fire, building number and be prepared to verify location.
  5. The person activating fire alarm pull station must remain at a safe distance from the scene of the fire but readily available to provide information and direction to the Fire Department personnel.

**.5 Interior and Exterior Fire protection & Alarm Systems**

- .1 DO NOT OBSTRUCT OR SHUT OFF FIRE PROTECTION EQUIPMENT OR SYSTEMS, INCLUDING BUT NOT LIMITED TO FIRE ALARM SYSTEMS, SMOKE/HEAT DETECTORS, SPRINKLER SYSTEM, PULL STATIONS, EMERGENCY CALL BUTTONS AND PA SYSTEMS, WITHOUT AUTHORIZATION FROM THE DEPARTMENTAL REPRESENTATIVE.
- .2 WHEN ANY FIRE PROTECTION EQUIPMENT IS TEMPORARILY SHUT DOWN, ALTERNATIVE MEASURES AS PRESCRIBED BY THE DEPARTMENTAL REPRESENTATIVE SHALL BE TAKEN TO ENSURE THAT FIRE PROTECTION IS MAINTAINED.
- .3 DO NOT LEAVE FIRE PROTECTION OR ALARM SYSTEMS INACTIVE AT THE END OF A WORKING DAY WITHOUT NOTIFICATION AND AUTHORISATION FROM THE DEPARTMENTAL REPRESENTATIVE. THE DEPARTMENTAL REPRESENTATIVE WILL ADVISE THE (FPO) OF THE DETAILS OF ANY SUCH EVENT.
- .4 DO NOT USE FIRE HYDRANTS, STANDPIPES AND HOSE SYSTEMS FOR OTHER THAN FIRE FIGHTING PURPOSES UNLESS AUTHORISED BY DEPARTMENTAL REPRESENTATIVE.

**.6 Fire Extinguishers**

- .1 Provide a minimum of 1-20 lb. ABC Dry Chemical Fire Extinguisher at each hot work or open flame location.
- .2 Provide fire extinguishers for hot asphalt and roofing operations as follows:
  - a. Kettle area - 1-20 lb. ABC Dry Chemical;
  - b. Roof - 1-20 lb. ABC Dry Chemical at each open flame location.
- .3 Provide fire extinguishers equipped as below:
  - c. Pinned and sealed;
  - d. With a pressure gauge; and
  - e. With an extinguisher tag signed by a fire extinguisher servicing company.

- .4 Carbon Dioxide (CO<sub>2</sub>) extinguishers will not be considered as substitutes for the above.

## **.7 Roofing Operations**

### **.1 Kettles:**

- .1 Arrange for the location of asphalt kettles and material storage with the Departmental Representative before moving on site. Do not locate kettles on any roof or structure and keep them at least 10m (30 feet) away from a building.
- .2 Equip kettles with 2 thermometers or gauges in good working order; a hand held and a kettle-mounted model.
- .3 Do not operate kettles at temperatures in excess of 232°C (450°F).
- .4 Maintain continuous supervision while kettles are in operation and provide metal covers for the kettles to smother any flames in case of fire. Provide fire extinguishers as required in article 2.6.
- .5 Demonstrate container capacities to Departmental Representative prior to start of work.
- .6 Store materials a minimum of 6m (20 feet) from the kettle.

### **.2 Mops:**

- .1 Use only glass fibre roofing mops.
- .2 Remove used mops from the roof site at the end of each working day.

### **.3 Torch Applied Systems:**

- .1 DO NOT USE TORCHES NEXT TO WALLS.
- .2 DO NOT TORCH MEMBRANES TO EXPOSED WOOD OR CAVITY
- .3 Provide a Fire Watch as required by article 2.9 of this section.

### **.4 Fire and Smoke Hazard Management:**

- .1 Contractor shall identify “Designated Roofing Marshall” for duration of construction activities. “Designated Roofing Marshall” shall be responsible for the following:
  - .1 Perform NRC Daily Fire and Smoke Risk Hazard Assessment each day prior to commencement of roofing activities.
  - .2 Provide completed NRC Daily Fire and Smoke Risk Hazard Assessment to Departmental Representative every morning by email prior to commencement of roofing activities.
  - .3 Follow behind any torch activities with a thermal scanner periodically to identify any hot spots and rectify immediately. Interval for periodic thermal scanning to be approved on site with Departmental Representative.
- .2 Any proposed changes to “Designated Roofing Marshall” must be reviewed and approved by Departmental Representative.

.5 Store all combustible roofing materials at least 3m (10 feet) away from any structure.

.6 Keep compressed gas cylinders a minimum of 6m (20 feet) away from the kettle, protected from mechanical damage and secured in an upright position.

**.8 Welding / Grinding Operations**

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

**.9 Fire Watch**

.1 Provide a fire watch for a minimum of one hour after the termination of any hot work operation.

.2 For temporary heating, refer to General Instructions Section 00 010 00.

.3 Equip fire watch personnel with fire extinguishers as required by article 2.6.

**.10 Obstruction of access/egress routes-roadways, halls, doors, or elevators**

.1 Advise the Departmental Representative in advance of any work that would impede the response of Fire Department personnel and their apparatus. This includes violation of minimum overhead clearance, erection of barricades and the digging of trenches.

.2 Building exit routes must not be obstructed in any way without special permission from the Departmental Representative, who will ensure that adequate alternative routes are maintained.

.3 The Departmental Representative will advise the FPO of any obstruction that may warrant advanced planning and communication to ensure the safety of building occupants and the effectiveness of the Fire Department.

**.11 Rubbish and Waste Materials**

.1 Keep rubbish and waste materials to a minimum and a minimum distance of 6m (20 feet) from any kettle or torches.

.2 Do not burn rubbish on site.

.3 Rubbish Containers:

.1 Consult with the Departmental Representative to determine an acceptable safe location for any containers and the arrangement of chutes etc. prior to bringing the containers on site.

.2 Do not overfill the containers and keep area around the perimeter free and clear of any debris.

.4 Storage:

- .1 Exercise extreme care when storing combustible waste materials in work areas. Ensure maximum possible cleanliness, ventilation and that all safety standards are adhered to when storing any combustible materials.
- .2 Deposit greasy or oily rags or materials subject to spontaneous combustion in CSA or ULC approved receptacles and remove at the end of the work day or shift, or as directed.

**.12 Flammable Liquids**

- .1 The handling, storage and use of flammable liquids is governed by the current National Fire Code of Canada.
- .2 Flammable Liquids such as gasoline, kerosene and naphtha may be kept for ready use in quantities not exceeding 45 litres (10 imp gal), provided they are stored in approved safety cans bearing the ULC seal of approval and kept away from buildings, stockpiled combustible materials etc. Storage of quantities of flammable liquids exceeding 45 litres (10 imp gal) for work purposes, require the permission of the Departmental Representative.
- .3 Flammable liquids are not to be left on any roof areas after normal working hours.
- .4 Transfer of flammable liquids is prohibited within buildings.
- .5 Do not transfer flammable liquids in the vicinity of open flames or any type of heat producing device.
- .6 Do not use flammable liquids having a flash point below 38°C (100°F) such as naphtha or gasoline as solvents or cleaning agents.
- .7 Store flammable waste liquids for disposal in approved container located in a safe, ventilated area. Waste flammable liquids are to be removed from the site on a regular basis.
- .8 Where flammable liquids, such as lacquers or urethane are used, ensure proper ventilation and eliminate all sources of ignition. Inform the Departmental Representative prior to, and at the cessation of such work.

**3. Questions and/or clarifications**

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

**END OF SECTION**



# TECHNICAL SPECIFICATIONS ISSUED FOR SUBMISSION



June 15<sup>th</sup>, 2023. revision 04

## Redesign of the road main entrance

Conseil national de recherches Canada | Gouvernement du Canada  
National Research Council Canada | Government of Canada

**NRC - CNRC**

Project GEN22-1310

**GENEXCO**

100 - 2031 Léonard-De Vinci Streets  
Sainte-Julie (QC) J3E 1Z2  
(514) 316-3443  
info@genexco.ca

Revised by:

---

Stéphane Bélanger, eng.  
OIQ 110490

**Documents list**

|                  |   |
|------------------|---|
| <b>SECTION 2</b> | <b>ITEMS TABLE</b>                              |
| <b>SECTION 3</b> | <b>DESCRIPTION OF THE ITEMS TABLE</b>           |
| <b>SECTION 4</b> | <b>GENERAL AND PARTICULAR TECHNICAL CLAUSES</b> |
| <b>SECTION 5</b> | <b>PICTURES OF THE SITE</b>                     |

# **SECTION 2**

**Items table**



**Redesign of the road main entrance**

---

75 BLVD de Mortagne, Boucherville

Project no: GEN22-1310

---

**ITEMS TABLE**

---

- 1) Repair of the pavement
- 2) Construction of the new sidewalk
- 3) Organization

## Redesign of the road main entrance

### ITEMS TABLE

| ART.                                       | DESCRIPTION  | QTY | UNIT           |
|--|--|-----|----------------|
| <b>1) Repair of the pavement</b>           |  |     |                |
| 1,1  | Removal of existing pavement including the addition of the various materials requested, leveling, compaction and disposal off-site of the residues (organize saw cuts).                          | 1   | global         |
| 1,2  | Various demolition such as concrete curbs (saw cut), and protection of signs and other related elements if necessary. Include the disposal off-site of materials                                 | 1   | global         |
| 1,3  | Concrete sidewalk, 35 MPa, including the supply and installation of the foundation and concrete (Entry box)  | 20  | m <sup>2</sup> |
| 1,4  | Paving including adjustment of structures, bonding agent, spreading, leveling and compacting.  |     |                |
|  | - Pavement - Base layer, 60 mm thick, type ESG-14 (PG58H-34)   | 480 | m <sup>2</sup> |
|  | - Pavement - Wear layer, 40 mm thick, type ESG-10 (PG58H-34)   | 480 | m <sup>2</sup> |
| <b>2) Construction of the new sidewalk</b> |  |     |                |
| 2,1  | Concrete Sidewalk, 35 MPa including the supply and installation of the foundation and concrete   | 210 | m <sup>2</sup> |
| 2,2  | Concrete curb, 35 MPa including the supply and installation of the foundation and concrete   | 8   | lin. M.        |
| 2,3  | Repair of concrete curbs, 35 MPa, including the saw cuts (curbs and pavement), the supply, the installation of the foundations, the forms, the concrete and the pavement (like the existing one) |     |                |
|  | - Sawing for a lowered curb including riprap behind curb   | 2   | unit           |
|  | - Reconstruction of the curb according to the size of the trench drain   | 5   | unit           |
|  | - Reconstruction of the curb of a full height curb   | 5   | unit           |
| 2,4  | Draining trench hauration, model Soleno recyfix pro 200 (gab free design) or equivalent approved by the enginner including the supply, transport and installation                                |     |                |
|  | Width of 1.2m  | 5   | unit           |
|  | Width of 1.5m  | 2   | unit           |
| 2,5  | Shaping and profiling of the draining trench adjacent to the new sidewalk  | 75  | lin. M.        |
| 2,6  | Detectable warning plates including the supply, transport and installation   | 3   | unit           |

### 3) Others

|     |  |    |         |
|-----|--|----|---------|
| 3,1 | Road marking   | 1  | global  |
| 3,2 | Trench for an electrical pipe including, the supply and installation of the pipe, the excavation, the back filling, the foundation crushed stone (as the existing road) and the coordination with the electrician. | 13 | lin. M. |
| 3,3 | Site organization  | 1  | global  |

# **SECTION 3**

**Description of the items table**

## DESCRIPTION OF THE ITEMS TABLE

This section provides a brief description of the tender forms items and specifies the methods of payment for all items on the form.

Payment of the unit and/or inclusive prices indicated on the tender form by the Contractor will constitute full compensation for the supply of materials, equipment, accessories, machinery, tools and labor which will be necessary to carry out the corresponding work.

Administration costs, profits, transport, all charges and expenses, mobilization and demobilization costs, direct and indirect costs, taxes, customs duties, overheads, incidentals and all other expenses resulting from the obligations imposed on the Contractor in the tender documents and which are necessary for the performance of the corresponding work.

Unit and/or inclusive prices include trenching or mass excavation and excavation when such work is required, removal of shrubs, brush, scrap, digging both by hand and by machine, pumping and shoring required, backfilling with excavation materials deemed acceptable and compaction, transport, storage and, if necessary, spreading of unused or unacceptable materials outside the site of the construction site in a place chosen by the Contractor, the support of existing services and works, the diversion of ditches, culverts, sewers and drains, the protection of services, legal and / or geodetic landmarks, existing developments to be preserved, temporary service roads and signage, dust suppressant, leveling and cleaning.

They also include the bedding and coating of the pipes, backfilling of trenches with granular materials and thermal insulation, when such work is required, including the supply, transport, placement and compacting of these materials, in accordance with the requirements of the "Tender Documents".

The prices tendered must include the cost of minor works which, although they are not specified in the contractual documents, are usual and necessary for the completion of the various works required by the contract so that these works comply with the use for which they are destined.

### **Articles Description:**

#### **1.1 Repair of the pavement**

In the article entitled "**REMOVAL OF THE EXISTING PAVEMENT ...**", the Contractor must include in the **global price**, including but not limited to:

- a) Removal of the existing pavement;
- b) Supplying and putting in place different material when required;
- c) Compaction, filling;
- d) Final leveling according to the proposed levels;
- e) Cleaning;
- f) Connection to the existing pavement;



- g) The transport and disposal of excess excavation and / or waste in a site authorized by the MELCC, etc.

All as specified in the plans and specifications.

In the article entitled "**VARIOUS DEMOLITION ...**", the Contractor must include in the **global price**, including but not limited to:

- a) Labor and equipment for the demolition of the concrete curbs;
- b) Saw cuts;
- c) Protection of the road signs, street lights et other elements asked on the plan;
- d) The transport and disposal of excess excavation and / or waste in a site authorized by the MELCC, etc.

All as specified in the plans and specifications.

In the section entitled "**CONCRETE SIDEWALK ...**" the Contractor must include in the price per **square meter**, including but not limited to:

- a) The MG-20 stone cushion, compacted to 95% of Modified Proctor, 150 mm thick;
- b) The supply, installation and dismantling of the formwork for the curb or sidewalk cast in place;
- c) The supply and the installation of the rebar;
- d) The supply and placement of 35 MPa concrete, with entrained air; and
- e) The connection to the existing curb or sidewalk including the studs and sawing of the existing curbs including the removal.

All as specified in the plans and specifications.

In the section entitled "**PAVING ...**", the Contractor must include in the price per **square meter** according to the mixing price, the thickness and the execution period including, but not limited to:

- a) Sawing the paving at the joint location;
- b) Leveling of the paving for connection;
- c) Adjustment of existing and planned structures;
- d) Supply, installation and compaction of the new pavement.
- e) Adjustment of the flow water next to the curbs
- f) Supplying and application of bonding agent between new surfaces and existing ones;
- g) The supply and installation of the asphalt according to the required mixture;
- h) Emulsion around structures if necessary;
- i) Cleaning;
- j) Connection to the existing pavement.

All as specified in the plans and specifications.

## 1.2 CONSTRUCTION OF THE NEW SIDEWALK

In the section entitled "**CONCRETE SIDEWALK ...**" the Contractor must include in the price per **square meter**, including but not limited to:

- f) The MG-20 stone cushion, compacted to 95% of Modified Proctor, 150 mm thick;
- g) The supply, installation and dismantling of the formwork for the curb or sidewalk cast in place;
- h) The supply and the installation of the rebar;
- i) The supply and placement of 35 MPa concrete, with entrained air; and
- j) The connection to the existing curb or sidewalk including the studs and sawing of the existing curbs including the removal.

All as specified in the plans and specifications.

In the section entitled "**CONCRETE CURB ...**" the Contractor must include in the price per **linear meter**, including but not limited to:

- a) The MG-20 stone cushion, compacted to 95% of Modified Proctor, 150 mm thick;
- b) The supply, installation and dismantling of the formwork for the curb or sidewalk cast in place;
- c) The supply and the installation of the rebar;
- d) The supply and placement of 35 MPa concrete, with entrained air; and
- e) The connection to the existing curb or sidewalk including the studs and sawing of the existing curbs including the removal.

All as specified in the plans and specifications.

In the section entitled "**REPAIR OF CONCRETE CURBS ...**" the Contractor must include in the price per **UNIT**, including but not limited to:

- a) The MG-20 stone cushion, compacted to 95% of Modified Proctor, 150 mm thick;
- b) The supply, installation and dismantling of the formwork for the curb or sidewalk cast in place;
- c) The supply and placement of 35 MPa concrete, with entrained air; and
- d) The connection to the existing curb or sidewalk including the studs and sawing of the existing curbs including the removal;
- e) The repair of the paving like the existing road.

All as specified in the plans and specifications.

In the section entitled "**DRAINING TRENCH ...**" the Contractor must include in the price per **unit** depending on the type of drain, including but not limited to:

- a) Supply and installation of the drain trench with type Soleno recyfix pro 200 (gab free design) or equivalent approved by the engineer;
- b) All necessary accessories;
- c) The transport and disposal of excess excavation and / or waste in a site authorized by the MELCC, etc.

All as specified in the plans and specifications.

In the section entitled "**SHAPING AND PROFILING OF THE DRAINING TRENCH**" the Contractor must include in the price per **linear meter**, depending on the type of drain, including but not limited to:

- a) Excavation of the landscape ditch;
- b) Shaping the slopes;
- c) Leveling the material until the good level;
- d) Sodding;
- e) The transport and disposal of excess excavation and / or waste in a site authorized by the MELCC, etc.

All as specified in the plans and specifications.

In the section entitled "**DETECTABLE WARNING PLATES ...**" the Contractor must include in the price per **UNIT**, including but not limited to:

- a) The supply, installation of the detectable warning plates;
- b) All necessary accessories.

All as specified in the plans and specifications.

### 1.3 OTHERS

In the article entitled "**ROAD MARKING**", the Contractor must include in the **global price**, but not limited to:

- a) Cleaning the road;
- b) Supply and installation of the paint;
- c) Protection of the fresh paint;
- d) Templates, etc.

All as specified in the plans and specifications.

In the section entitled "**TRENCH OF AN ELECTRICAL PIPE ...**" the Contractor must include in the price per **linear meter**, depending on the type of drain, including but not limited to:

- a) Excavation and backfilling of the trench;
- b) Recovery of de premise;
- c) Coordination with the electrician;
- d) The transport and disposal of excess excavation and / or waste in a site authorized by the MELCC, etc.

All as specified in the plans and specifications.

In the article entitled "**SITE ORGANIZATION**", the Contractor must include in the **global price**, but not limited to:

- e) The application of administrative clauses;
- f) Coordination with subcontractors and various stakeholders;
- g) Sanitary installation;
- h) Detour roads, signage and other necessary measures;
- i) Temporary fences if necessary (installation and dismantling supply).

All as specified in the plans and specifications.

# **SECTION 4**

**GENERAL AND PARTICULAR TECHNICAL CLAUSES**

## Table of Contents

|        |  |   |
|--------|--|---|
| 1.0    | GENERAL .....  | 1 |
| 1.1    | SPECIAL QUOTE.....   | 1 |
| 1.2    | MATERIALS .....  | 1 |
| 1.3    | BITUMEN PRICE ADJUSTEMENT CLAUSE.....                      | 1 |
| 1.4    | SITE ORGANIZATION.....                                     | 1 |
| 1.5    | CLEANING .....   | 1 |
| 2.0    | EXCAVATIONS AND BACKFILL .....                             | 1 |
| 2.1    | FILLING AROUND THE STRUCTURES.....                         | 1 |
| 2.2    | SLOPE STABILITY AND EXCAVATION.....                        | 1 |
| 2.3    | LOSS OF VOLUME MASS AND SOIL REHABILITATION.....           | 2 |
| 2.4    | CONTAMINATED MATERIAL .....                                | 2 |
| 3.0    | FOUNDATION AND PAVING .....                                | 2 |
| 3.1    | GENERAL CONDITION.....                                     | 2 |
| 3.2    | SCOPE OF WORK .....  | 2 |
| 3.3    | AGGREGATES AND ASPHALT .....                               | 2 |
| 3.4    | FOUNDATION .....   | 2 |
| 3.4.1  | PUTTING IN PLACE AND COMPACTION OF THE FOUNDATION .....    | 2 |
| 3.4.2  | SHAPING AND FOUNDATION COMPACTION .....                    | 3 |
| 3.4.3  | CONSTITUENT LAYER.....                                     | 3 |
| 3.4.4  | FOUNDATION TRANSITION.....                                 | 3 |
| 3.4.5  | MAINTENANCE AND DECONTAMINATION.....                       | 3 |
| 3.4.6  | CRUSHED STONE.....   | 3 |
| 3.4.7  | ACCEPTANCE OF THE LOT .....                                | 4 |
| 3.4.8  | REJECTION OF A LOT .....                                   | 4 |
| 3.4.9  | PRICE REVISION IN THE EVENT OF NON-COMPLIANCE .....        | 4 |
| 3.4.10 | CONTRACTOR'S RECOURSE .....                                | 5 |
| 3.4.11 | CHANGES OF ALIGNMENTS OR PROFILES .....                    | 6 |
| 3.4.12 | INFRASTRUCTURE STABILITY .....                             | 6 |
| 3.5    | PAVING.....  | 6 |
| 3.5.1  | TERMS AND CONDITIONS .....                                 | 6 |
| 3.5.2  | GENERAL SPECIFICATIONS AND SPECIFICATIONS (CCDG).....      | 6 |
| 3.5.3  | ELEVATIONS AND LOCATIONS .....                             | 6 |
| 3.5.4  | CHANGE TO ALIGNMENTS OR PROFILES.....                      | 6 |
| 3.5.5  | CONNECTION WITH EXISTING PAVING.....                       | 6 |
| 3.5.6  | BITUMINOUS COATING .....                                   | 7 |
| 3.5.7  | MIXTURE FORMULA .....                                      | 7 |
| 3.5.8  | ACCEPTANCE OF THE CONSTITUENTS OF BITUMINOUS MIXTURES..... | 7 |
| 3.5.9  | ACCEPTANCE OF BITUMINOUS MIXTURE FORMULAS.....             | 7 |
| 3.5.10 | SITE APPROVAL .....  | 8 |
| 3.5.11 | FINAL APPROVAL .....                                       | 8 |
| 3.5.12 | NEW FORMULA.....   | 8 |
| 3.5.13 | BITUMINOUS MIXTURES MATERIALS.....                         | 9 |
| 3.5.14 | SPECIFICATIONS AND GENERAL SPECIFICATIONS (M.T.Q.) .....   | 9 |
| 3.5.15 | AGGREGATES.....  | 9 |
| 3.5.16 | BITUMENS .....   | 9 |
| 3.5.17 | BASE LAYER .....   | 9 |

|        |   |    |
|--------|---|----|
| 3.5.18 | SURFACE LAYER.....  | 9  |
| 3.5.19 | CHECKING THE QUALITY OF THE MIXTURE, THE THICKNESS AND THE<br>COMPACTION..... | 9  |
| 3.5.20 | ACCEPTANCE AND REJECTION OF A PRIZE.....                                      | 10 |
| 3.5.21 | THICKNESS AND COMPACITY.....  | 10 |
| 3.5.22 | PRICE REVISION IN THE EVENT OF NON-COMPLIANCE.....                            | 11 |
| 3.5.23 | CONTRACTOR'S RECOURS.....   | 12 |
| 3.5.24 | ELIGIBLE GAPS.....  | 13 |
| 3.6    | LAYING OF BITUMINOUS CONCRETE.....  | 13 |
| 3.7    | SPREADING OF BITUMINOUS CONCRETE.....   | 13 |
| 3.8    | MANUAL SPREADING.....   | 14 |
| 3.9    | ACCEPTANCE OF THE SURFACE TO BE COVERED.....                                  | 14 |
| 3.10   | CLIMATE CONDITIONS AND TRAFFIC.....   | 15 |
| 3.11   | HAND TOOLS.....   | 15 |
| 3.12   | CLEANING OF HAND TOOLS.....   | 15 |
| 3.13   | LONGITUDINAL AND CROSS-SECTIONAL JOINTS.....                                  | 15 |
| 3.14   | JOINTS IN THE BINDER LAYER (BASE).....  | 16 |
| 3.15   | SEALS IN THE WEAR LAYER.....  | 16 |
| 3.16   | JOINTS WITH EXISTING PAVEMENT.....  | 16 |
| 4.0    | ROAD MARKING.....   | 16 |
| 4.1    | MATERIAL.....   | 16 |
| 4.2    | IMPLEMENTATION.....   | 16 |
| 4.3    | ALIGNMENT.....  | 17 |
| 4.4    | LINE DIMENSIONS.....  | 17 |
| 4.5    | SPACING.....  | 17 |
| 5.0    | EXISTING SIGNALING.....   | 17 |
| 6.0    | MAINTENANCE AND REPAIR BEFORE FINAL ACCEPTANCE OF WORK.....                   | 17 |
| 5.0    | CURBS, SIDEWALKS AND SLABS.....   | 18 |
| 5.1    | GENERAL.....  | 18 |
| 5.2    | CEMENT CONCRETE.....  | 18 |
| 5.2.1  | PORTLAND CEMENT.....  | 18 |
| 5.2.2  | CLASSIFICATION BY EXPOSURE.....   | 18 |
| 5.2.3  | AGGREGATES FOR CEMENT CONCRETE.....   | 18 |
| 5.2.4  | WATER.....  | 18 |
| 5.2.5  | AIR-CONCLUDING AND DISPERSING AGENT.....                                      | 18 |
| 5.2.6  | QUALITY OF CEMENT CONCRETE.....   | 18 |
| 5.3    | FRAME.....  | 19 |
| 5.4    | DIMENSION OF SIDEWALK TILES.....  | 19 |
| 5.5    | SIDEWALK JOINTS.....  | 19 |
| 5.5.1  | GENERAL.....  | 19 |
| 5.6    | FORM.....   | 19 |
| 5.7    | CONCRETE.....   | 19 |
| 5.7.1  | CONCRETE WORK.....  | 19 |
| 5.7.2  | CONCRETE FINISHING.....   | 20 |
| 5.7.3  | CURING AND PROTECTION.....  | 20 |
| 5.7.4  | COLD WEATHERING CONCRETE.....   | 20 |
| 5.7.5  | HOT WEATHERING CONCRETE.....  | 21 |
| 5.7.6  | INSPECTION.....   | 21 |
| 5.8    | PEDESTRIAN TRAFFIC.....   | 21 |
| 5.9    | REPAIR OF EXISTING SIDEWALKS AND / OR EDGES.....                              | 21 |
| 5.9.1  | CONCRETE SAWING.....  | 21 |

|        |   |    |
|--------|---|----|
| 5.9.2  | ASPHALTIC CONCRETE .....  | 21 |
| 5.10   | ACCEPTANCE CRITERIA AND REVIEW OF THE UNIT PRICE.....                                   | 22 |
| 5.10.1 | COMPRESSION RESISTANCE REQUIREMENTS .....   | 22 |
| 5.10.2 | DEFINITION OF LOTS .....  | 22 |
| 5.11   | CALCULATION OF THE REVISED UNIT PRICE IN THE CASE OF NON-<br>CONFORMING RESISTORS ..... | 22 |
| 5.11.1 | UPPER RESISTANCE LIMIT.....   | 22 |
| 5.11.2 | CONCRETE OF RESISTANCE SUPERIOR TO THE SPECIFIED RESISTANCE.....                        | 22 |
| 5.11.3 | CONCRETE RELEASE .....  | 22 |
| 5.11.4 | ACCEPTANCE OF A LOT .....   | 23 |
| 5.11.5 | REJECTION OF A LOT .....  | 24 |
| 5.11.6 | CATEGORY.....   | 24 |
| 5.12   | WARRANTY .....  | 24 |
| 5.13   | MAINTENANCE AND REPAIR BEFORE FINAL ACCEPTANCE OF WORK.....                             | 24 |
| 6.0    | DETECTABLE WARNING PLATES.....  | 25 |
| 7.0    | SODDING.....  | 25 |
| 7.1    | GENERAL .....   | 25 |
| 7.2    | SITE EXAMINATION .....  | 25 |
| 7.3    | INSPECTION.....   | 25 |
| 7.4    | PLANT LAND TESTS .....  | 25 |
| 8.0    | LOCAL REPAIRS .....   | 26 |
| 8.1    | GENERAL .....   | 26 |
| 8.2    | SCOPE OF WORK.....  | 26 |
| 8.3    | RECOVERY OF PREMISES .....  | 26 |
| 9.0    | SPECIFIC TECHNICAL ENVIRONMENTAL CLAUSES .....  | 27 |
| 9.1    | PROTECTION OF THE ENVIRONMENT .....   | 27 |
| 9.2    | MANAGEMENT OF EXCAVATION AND BACKFILL MATERIALS .....                                   | 29 |
| 9.3    | DISPOSAL OF EXCAVATION SURPLUSES.....   | 29 |
| 9.4    | PRESERVATION OF TREES .....   | 30 |



## **1.0 GENERAL**

### **1.1 SPECIAL QUOTE**

The general and specific clauses take precedence over the clauses of the general conditions which they supplement. This special quote refers to the standard quote NQ 1809-900 (2019) NQ 1809-300 (2018) and to the general specifications and specifications (CCDG) of the MTQ (2023). These documents are an integral part of the tender documents and the contractors are required to obtain them.

### **1.2 MATERIALS**

Unless otherwise specified, the Contractor must use new materials only.

### **1.3 BITUMEN PRICE ADJUSTEMENT CLAUSE**

Note that no bitumen price adjustment, set upwards or downwards, will be accepted for paving work.

### **1.4 SITE ORGANIZATION**

Section 10 "Site organization, site premises, traffic maintenance and signaling and environmental protection" of the CCDG (2023) is an integral part of this document and must be fully followed.

### **1.5 CLEANING**

The Contractor must, daily, clean the work site to the satisfaction of the Project Manager. Before the site is closed, the Contractor must collect and dispose of all debris and waste from the work at an authorized site.

## **2.0 EXCAVATIONS AND BACKFILL**

### **2.1 FILLING AROUND THE STRUCTURES**

The Contractor must backfill around structures such as sumps, manholes, valve boxes, etc., using granular material such as MG-20b. The material must be laid on by layers of approximately 600 mm around the structure per layer of 300 mm maximum compacted to 90% of the modified Proctor, except in the portion corresponding to the foundations of streets or the material used as well as the compaction must meet the requirements of standard foundation and paving cuts.

### **2.2 SLOPE STABILITY AND EXCAVATION**

The contractor must take note of the environmental and geotechnical study for the stability of the excavation slope. The contractor must submit the plans signed and sealed by an engineer of his working method and shoring to achieve the slope stability requirements and the safety code for construction work S-2.1, r.4

## **2.3 LOSS OF VOLUME MASS AND SOIL REHABILITATION**

If the natural soil or a layer of a material, already compacted to the required density, undergoes, before the end of the work, a density loss due to the circulation of the equipment, to bad weather, to the action of frost- thaw or for any other reason, the Contractor must redo, at its expense, the compaction to the required density.

## **2.4 CONTAMINATED MATERIAL**

During excavation work, if the Client or his representative suspect the presence of contaminated material, The Contractor must temporarily suspend the work and must call the laboratory to carry out the tests necessary to determine the contamination present. The Contractor must dispose of the contaminated equipment in a location authorized by the Engineer on site and must cover the equipment with a waterproof membrane while awaiting the specifications of environmental specialists.

## **3.0 FOUNDATION AND PAVING**

### **3.1 GENERAL CONDITION**

The requirements contained in these clauses apply to all foundation and paving work. The Contractor is required to comply with them as well as with all those of the specific technical clauses and other documents which form an integral part of the contract.

### **3.2 SCOPE OF WORK**

Foundation and paving work include the labor, materials, machinery and tools necessary for the execution of foundation and paving work. They also include the transport and supply of any necessary material as well as the cleaning of the premises, the removal of unusable materials, the installation of crushed stone, the preparation of the surface and the seal coating, as well than all other work necessary for the proper execution of the work in accordance with the plans and specifications.

### **3.3 AGGREGATES AND ASPHALT**

The granular materials and the bituminous concrete used for the pavement structure must meet the requirements of the CCDG of the MTQ, the most recent edition for this type of use. The aggregates will be new.

### **3.4 FOUNDATION**

#### **3.4.1 PUTTING IN PLACE AND COMPACTION OF THE FOUNDATION**

The materials will be leveled to obtain the profile shown on the plans.

The Contractor must ensure that the materials do not undergo segregation and, if necessary, must scarify and moisten them in order to meet the requirements of compaction.

The foundation will be compacted with the appropriate equipment so as to obtain a compactness of at least 95% of the Modified Proctor.

The finished surface must be uniform, free from depression and conform to the determined profile and crown. All places unreachable to the roller must be mechanically pounded in order to obtain a compaction equal to that of the rest of the foundation.

The finished surface must not have any depression greater than 10 mm within 2 m of the prescribed profile.

The Contractor must take into account the weather conditions so that no foundations are left under bad weather. According to the above, unstable or saturated surfaces must be repaired at the Contractor's expense.

### **3.4.2 SHAPING AND FOUNDATION COMPACTION**

Granular materials MG-112 caliber, may be replaced by recycled materials that meet the requirements of an MR-1 or MR-2 type aggregate of the NQ 2560-600 standard as well as the intrinsic and manufacturing requirements of the standard. NQ 2560-114 depending on use.

### **3.4.3 CONSTITUENT LAYER**

The constituent layers of the street foundations (sub-foundation or geotextile, lower foundation and upper foundation) are as shown on the plans.

### **3.4.4 FOUNDATION TRANSITION**

When connecting to the existing pavement, the Contractor must make a transition in materials as illustrated in the standard drawing DN-II-1-021 from the MTQ.

### **3.4.5 MAINTENANCE AND DECONTAMINATION**

The Contractor must keep the street suitable for vehicles, according to the specifications of the Contracting Authority.

The Contractor must also prepare and shape the upper foundation for the reception of the paving layer.

### **3.4.6 CRUSHED STONE**

The crushed stone must meet the criteria of BNQ 2560-114 in its most recent update and with the related sections relating to the registered standard.

### 3.4.7 ACCEPTANCE OF THE LOT

The acceptance check is carried out after the complete implementation of the layer or batch. Sampling and testing have to be carried out by the supervisor or his representatives.

The judgment on the conformity of the granulometry of the foundation materials is based on the batch evaluation. Each lot represents an area of approximately 7,500 m<sup>2</sup> unless otherwise indicated in the plans and specifications (e.g., three (3) samples per street); it always consists of three (3) samples located randomly and representing three (3) equal sections. At the end of a contract, any area less than 1500 m<sup>2</sup> is incorporated into the previous lot. The lot limits are determined by the supervisor before the start of work and this information is communicated to the Contractor.

A non complying lot is when the average of the three (3) particle size results fully meets the requirements stipulated for the 5 mm and 0.080 mm sieves and the measured compactness meets the requirements.

### 3.4.8 REJECTION OF A LOT

A batch is rejected when the difference between the average of the three (3) grain size results and the values set by the M.T.Q. for the percentage passing through the sieve of the aggregates exceeding at least one of the critical deviations (EC), defined below:

|  |   |     |
|--|---|-----|
| Ec (For spec. below the 5 mm sieve)    | : | -5% |
| Ec (For spec. over the 5 mm sieve)     | : | +5% |
| Ec (For spec. over the 0.080 mm sieve) | : | +1% |

In this case, the Contractor removes and replaces, at his expense, the aggregates included in the rejected lot.

### 3.4.9 PRICE REVISION IN THE EVENT OF NON-COMPLIANCE

The unit price, per square meter, includes the manufacturing, supply of all materials, drilling, blasting, crushing, storage, correction of particle size, loading, weighing, processing, compaction and any incidental expenses. Transport is also included in full in the unit price, unless it is the subject of specific articles on the slip.

If the average of the three (3) particle size results of a batch or six (6) results exceeds the requirements stipulated for 5 mm and 0.080 mm sieves while being less than or equal to critical deviations defined for these sieves, the Contractor removes and replaces, at his own expense, the crushed aggregates included in this lot or accepts that the unit price be revised according to the following formula:

$$PR=(1-(F_{c80}+F_{c5})) \times PU$$

|                    |   |
|--------------------|---|
| PR :               | revised unit price  |
| F <sub>c80</sub> : | correction factor for the characteristic "passing 0.080 mm" |
| F <sub>c5</sub> :  | correction factor for the characteristic "passing 5 mm"     |
| PU :               | unit price on the slip                                      |

X : batch average (% passing)

$$F_{c,80}=40(x-7)/100$$

According to the batch average for the percentage passing the 5 mm is greater than 60 or less than 35, the correction factor  $F_{c,5}$  is calculated according to one of the following formulas: (the numbers 60 and 35 may change depending on the size of the aggregates)

$$F_{c,5}=8(x-60)/100$$

$$F_{c,5}=8(35-x)/100$$

The retention for a non-conforming crushed aggregate is obtained by multiplying (PU + PR) by the targeted quantities.

### 3.4.10 CONTRACTOR'S RECOURSE

When a batch does not comply with the requirements for acceptance of a batch and the Contractor wants to exercise his right of recourse, he must use the control samples which he has already had taken at the same time as those of the materials control laboratory. If such samples have not been taken, it must hire an independent laboratory to randomly take new samples and seal them. The new tests must be carried out by a laboratory member in good standing of the A.C.L.E. The taking of new samples as well as the performance of particle size tests must be carried out during working hours and days. The cost of additional withdrawals is at the expense of the Contractor.

The determination of the location of the samples, the samples and the tests must be carried out in the presence of a representative of the laboratory mandated by the client. Any comments regarding methods deemed to be incorrect must be notified immediately, and any diverging opinion must be notified in writing to the Promoter by the Contractor within seven (7) working days of the date of receipt of the original results from the laboratory, otherwise the Contractor waives his right of recourse.

The total number of withdrawals from a batch is six (6). They are used for the final calculation of the batch average. Compliance is again assessed by the supervisor and the revised price is established, if applicable.

The cost of the particle size tests is at the expense of the Contractor when the average value calculated from the new batch results does not fully meet the requirements. If, on the contrary, the new results are consistent, the costs of the particle size tests are then shared equally with the Promoter.

The Contractor who installs the asphalt or any other material before receiving the particle size results from the foundation waives his right of recourse, unless the samples were taken before recovery, according to the procedure defined in this article.

The Contractor must present their new results within seven (7) days after taking the samples, otherwise, the owner considers that the Contractor waives its right of recourse.

The latter must, however, reimburse the Contracting Authority for the costs which he has incurred.

### **3.4.11 CHANGES OF ALIGNMENTS OR PROFILES**

The Engineer reserves the right to make changes to the alignments or on the profiles shown on the plans. When the Contractor is notified of such a change, he must comply with it without delaying the work.

### **3.4.12 INFRASTRUCTURE STABILITY**

The Tenderer must tender with the express agreement that he must take all the necessary precautions in the preparation of the infrastructure so that his paving is permanently supported and he will not be relieved of the responsibility imposed on him by this clause because " soil of lower quality or that trenches and tunnels would have been made prior to the date of receipt of tenders at or near the paving to be built.

## **3.5 PAVING**

### **3.5.1 TERMS AND CONDITIONS**

The requirements contained in these clauses apply to any foundation correction and paving work. The Contractor is required to comply with them as well as with all those of the specific technical clauses and other documents which form an integral part of the contract.

### **3.5.2 GENERAL SPECIFICATIONS AND SPECIFICATIONS (CCDG)**

The various types of asphalt mix installed must meet the requirements of section 14 of the CCDG. 2023. Only the articles mentioned below take precedence over the CCDG of the MTQ.

### **3.5.3 ELEVATIONS AND LOCATIONS**

All construction must be done according to the levels and alignments planned and accepted by the Engineer. All work not complying must be demolished and replaced by the Contractor, at his expense and expense, and to the satisfaction of the client.

### **3.5.4 CHANGE TO ALIGNMENTS OR PROFILES**

The Engineer reserves the right to make changes to the alignments or to the profile on the plans. When the Contractor is notified of such a change, he must comply with it without delaying the work.

### **3.5.5 CONNECTION WITH EXISTING PAVING**

In places where it is necessary to connect to existing paving or where a certain part must be repaired or widened, unless otherwise indicated, the costs of these works are included in the contract and include the following works:

- sawing the existing paving as well as removing and transporting it off site;
- scarification of the existing stone to a minimum depth of 100 mm from the existing surface to allow uniform compaction;
- compaction of the foundation to 95% of the modified Proctor;
- supply and installation of priming bitumen;
- supply, placement and compaction of bituminous concrete; and
- all other work necessary for the implementation of these works.

The Contractor is responsible for the sawn edges of paving and any crumbling, breakage or other, must be resawn in a straight line. Work in this excess area to be repaired is at the Contractor's expense.

### **3.5.6 BITUMINOUS COATING**

The Contractor must use the type of coating specified in this document. If during the performance of the contract, the Engineer deems it necessary to use a bituminous coating other than the type specified in the tender, the Contractor will be paid in addition to or less than the price entered in the schedule for the bituminous coating.

When a binder layer is used, it must be covered by the wearing surface within twenty-four (24) hours following the installation of the binder layer unless otherwise instructed by the Engineer.

The bituminous concrete used must have the composition and have the other characteristics specified in the estimate. It is the same for all the materials used in its manufacture.

### **3.5.7 MIXTURE FORMULA**

These mixtures are prepared in a central coating station. They consist of coarse aggregates and fine aggregates or only fine aggregates, uniformly coated with a bituminous binder heated to the specified temperatures.

### **3.5.8 ACCEPTANCE OF THE CONSTITUENTS OF BITUMINOUS MIXTURES**

For verification and acceptance, the Contractor must submit to the Contracting Authority's laboratory, one (1) week before the start of work, representative samples as a basis of comparison to judge the uniformity of production.

### **3.5.9 ACCEPTANCE OF BITUMINOUS MIXTURE FORMULAS**

For verification and acceptance, the Contractor must submit to the Contracting Authority, at least one (1) week before the start of work, the bituminous mix formulas which will be used.

The Contractor must provide the following information for each type of mixture:

- a) the provenance, particle size, intrinsic and manufacturing tests as well as the percentage or proportion by weight or by volume of the cold aggregates and the granularity of the combined;
- b) the percentage of absorption of the combined cold aggregate;
- c) the granularity of the bituminous mixture;
- d) the proposed bitumen content, the compatibility of the mixture as well as the average thickness of the film of effective bitumen at the proposed bitumen content; and
- e) the curves of the physical characteristics of the mixture at five (5) points for each of the following features:
  - stability
  - the creep index
  - unit mass
  - the percentage of vacuum in the mixture
  - the percentage of void between the aggregates

An initial verification is made by a test laboratory to ensure that the data of the mixing formula conform to the standards indicated.

Subsequently, the laboratory verifies, by means of laboratory tests, the data supplied by the Contractor. This verification is accompanied by the analysis of the first four (4) samples of the mixture produced.

Following this verification, the Contracting Authority advises the Contractor of its decision.

### **3.5.10 SITE APPROVAL**

From the start of the Contractor's operations, the Engineer verifies, by analyzing a first batch of samples, whether the admissible deviations in the mixture from the formula submitted are in conformity.

The Engineer also checks the compaction, texture and appearance of the coating. If necessary, the necessary corrections are made to the proposed formula.

### **3.5.11 FINAL APPROVAL**

The final mixing formula approval is made after the overall analysis of the test results, at the end of the asphalt work or at the time of the cessation of the production of this mixing formula.

### **3.5.12 NEW FORMULA**

Any new formula cannot be used until it has been checked by the laboratory. When a source of aggregate is changed, a new formula is required.



### **3.5.13 BITUMINOUS MIXTURES MATERIALS**

#### **3.5.14 SPECIFICATIONS AND GENERAL SPECIFICATIONS (M.T.Q.)**

The various types of asphalt mix installed must meet the requirements of the CCDG 2023 and the most recent addenda. Only the articles mentioned below take precedence over the CCDG of the MTQ.

#### **3.5.15 AGGREGATES**

The aggregates inside the proposed mixing formulas must meet the following requirements:

Large aggregate: category 3c of standard 2101 (individual result)

Fine aggregate: category 2 of standard 2101 (individual result)

#### **3.5.16 BITUMENS**

The bitumen must comply with CCDG 2023 and meet the specifications of MTQ standard 4101.

#### **3.5.17 BASE LAYER**

The base layer must meet the requirements listed on the plans and must be 100% fragmented. In addition, the base coat must be laid according to the dates on the slip.

#### **3.5.18 SURFACE LAYER**

The surface layer must comply with the requirements listed on the plans and must be 100% fragmented. In addition, the surface layer must be laid according to the dates indicated on the slip.

At all times, a bonding binder must be applied uniformly to the surface ( $l / m^2$ ) according to the type of surface as described at the CCDG before the installation of the surface layer.

At all times, the Contracting Authority reserves the right to sample bitumen at the factory. The results obtained will prevail over those of the Contractor. On each production day, the Contractor must provide a certificate of bitumen compliance.

#### **3.5.19 CHECKING THE QUALITY OF THE MIXTURE, THE THICKNESS AND THE COMPACTION**

The quality of the mixture put in place is verified by random sampling with 300 metric tonnes of asphalt for a total of 1,500 metric tonnes per batch, or five (5) samples.

The verification of the compactness and thickness is carried out by the sampling of carrots, at a random rate, on the area covered by 1000 m<sup>2</sup> of bituminous mix.

### **3.5.20 ACCEPTANCE AND REJECTION OF A PRIZE**

A batch is accepted when the difference between the average of the batch results and the mixing formula is less than or equal to the tolerable difference for each of the characteristics passing 0.080 mm, bitumen and compactness. The unit price is however revised.

A batch is rejected when the difference between the average of the batch results and the mixing formula is greater than the critical difference for one of the characteristics passing 0.080 mm, bitumen or compactness. In this case, the Contractor removes and replaces, at his expense, the paving included in the rejected lot.

### **3.5.21 THICKNESS AND COMPACTITY**

The thickness and degree of compaction must be determined on each sample. The average thickness and the average of the degrees of compaction must be calculated per street.

For the calculation of the average thickness of the bituminous concrete covering, the samples having more than 10 mm than the required thickness are considered to have only 10 mm more than the required thickness.

When the average thickness of the bituminous concrete coating is greater than the specified thickness or if the average thickness is less than the required thickness of 5 mm or less, the bituminous coating is accepted and paid at the unit price of the contract.

When the average thickness of the bituminous coating is less than more than 15 mm from the specified thickness, the batch is refused and work must be resumed on the extent of the batch.

When the average thickness of the bituminous concrete covering is less than the thickness by more than 5 mm, but less than 15 mm, the unit price is revised.

When the compactness of a batch is less than 93.0% minus the critical deviation, i.e., below 89.0%, the batch is refused. The work must be resumed on the extent of this lot including all the required work, even if the non-conformity in base coat is disputed.

The unit price of the lot is adjusted using the formula presented when the average compactness value is less than 93.0% minus the tolerable difference.

### 3.5.22 PRICE REVISION IN THE EVENT OF NON-COMPLIANCE

| Tolerable deviations (Et) from the formula for the main characteristics as a function of the types of mix and the number (N) of samples constituting the batch |                         |                         |                         |                         |                         |                |
|--|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|----------------|
| BITUMINOUS MIX   |                         |                         |                         |                         |                         |                |
| Main characteristic  | Type of asphalt         | E <sub>t</sub> pour N=5 | E <sub>t</sub> pour N=4 | E <sub>t</sub> pour N=3 | E <sub>t</sub> pour N=2 | E <sub>t</sub> |
| Passing 5 mm   | EB-20                   | 4,8                     | 5,4                     | 6,2                     | 7,6                     | 10,0           |
|  | EB-14                   | 3,7                     | 4,1                     | 4,8                     | 5,8                     | 8,0            |
|  | EB-10S, EB-10C et CH-10 | 3,3                     | 3,7                     | 4,3                     | 5,2                     | 7,0            |
|  | all coated              | 0,8                     | 0,9                     | 1,0                     | 1,2                     | 1,7            |
| Particle size total  | EB-20 et EB-14          | 19                      | 21                      | 24                      | 30                      | 40             |
|  | EB-10S, EB-10C et CH-10 | 14                      | 16                      | 18                      | 22                      | 30             |
| Bitumen  | all coated              | 0,24                    | 0,27                    | 0,31                    | 0,38                    | 0,50           |
| COMPACTIVITY OF THE PAVEMENT LAYER   |                         |                         |                         |                         |                         |                |
| Compactness of the coating   | Type of asphalt         | N=6                     | N=4                     | N=3                     | N=2                     | E <sub>c</sub> |
|  | EB-20                   | 0,8                     | 1,1                     | 1,2                     | 1,4                     | 4,0            |
|  | EB-14, EB-10S           | 1,0                     | 1,3                     | 1,4                     | 1,6                     | 4,0            |
|  | EB-10C et CH-10         |                         |                         |                         |                         |                |

Note 1: For compactness, tolerable and critical deviations are applied to the minimum requirement of 93%.

Note 2: Tolerable and critical deviations apply to the average value of the lot compared to the mixture formula.

Note 3: The value of the deviations indicated is expressed as a percentage.

#### Calculation of the revised unit price of a lot:

The calculation of the revised price for the mixture will be calculated separately for the mixture as well as for the compactness and thickness. However, the overall unit price will take account of the two revised prices and will have to be calculated on the part of the work or the revised unit price will apply.

$$PR_f = PU (1-F_{80} + F_b) \times (E_m/E_s) \times (1-F_c)$$

Thickness and compactness:

$$PR_{ec} = PU (E_m/E_s) \times (1-F_c)$$

Mixed :

$$PR_m = PU \times (1-F_{80} + F_b)$$

If the sum (F<sub>80</sub> + F<sub>b</sub>) or F<sub>c</sub> is greater than 1, this value is reduced to 1.

PR<sub>f</sub> = final revised price for mix, thickness and compactness

PR<sub>m</sub> = revised price for mixture

PR<sub>ec</sub> = revised price for thickness and compactness

PU : the unit price includes: the basic price of the mixture, the cost of bitumen and the cost of

operations (installation, transport of bitumen and mixture).

F80 : correction factor for the characteristic "passing 0.080 mm".

Fb : correction factor for the "bitumen" characteristic.

Fc : correction factor for the characteristic "compactness".

The correction factor Fc is calculated according to the following formula:

$$0,125 (93-D)$$

D : average compactness of the batch

93 : minimum compactness required

The correction factors F80 and Fb are calculated according to the following formula:

$$\frac{0,50 \times E_f/m - E_t}{E_c - E_t}$$

Ef/m : difference in value between the formula and the lot average

Et : tolerable deviation

Ec : critical deviation

Em : average batch thickness

Es : Thickness specified in tender documents

### 3.5.23 CONTRACTOR'S RECOURS

When the Contractor is assigned a revision of the unit price for the bituminous mixture, he is entitled to exercise a right of recourse in order to reassess the penalizable characteristic or characteristics are: passing 0.080 mm, percentage of bitumen, compactness and thickness.

Re-evaluation of the characteristics of the mixture (passing 0.080 mm and percentage of bitumen):

The Contractor may request the Engineer the right to exercise his right of appeal within fifteen (15) days of receipt by the Contractor of the results of the analyzes.

These analyzes are carried out on the so-called "witness" boxes taken by the laboratory mandated by the Owner during the construction site.

The resumption of analyzes on one or more samples is carried out by a laboratory appointed by the Contractor provided that the latter is not the one who carried out the control tests for the coating plant during the production of the mixture deemed deficient.

The cost of the recovery is the responsibility of the Contractor unless the average value calculated from previous results and those of the right of appeal indicates that the lot is in conformity.

The Owner reserves the right to send a representative of his authorized laboratory when exercising the Contractor's right of recourse. Any comment on an operation deemed

defective must be notified immediately and any case of discrepancy is brought to the attention of the owner.

Re-evaluation of thickness and compactness characteristics

The Contractor may have additional samples taken, at his expense, in accordance with the following conditions:

The Contractor may take a carot for each sample taken by the Engineer but within a radius of three (3) meters from it, in the presence of a representative of the Contracting Authority. The thickness and compaction measurements must then be made by a testing laboratory recognized and approved by the Contracting Authority.

The methods of these measurements used in the case of the Contractor's samples must be the same as those used by the Client.

The laboratories which will carry out the tests for the Contractor must communicate the results of these tests to the Contracting Authority as well as a report indicating the exact date and location from which each of the samples analyzed was taken.

The result of the cores taken by the Contractor must be combined with the result of the corresponding cores taken by the Client for the calculation of the average thickness and compactness, for each of the lots.

The holes dug in the paving must be filled immediately after sampling by the Contractor, at his expense, with a material of the same kind as that which was used to make the paving.

The laboratories which will carry out the tests for the Contractor must communicate the results of these tests to the contracting authority as well as a report indicating the exact date and location where each of the samples analyzed was taken.

### **3.5.24 ELIGIBLE GAPS**

The admissible deviations in the mixture compared to the established formula must meet the requirements of standard 4201 of volume VII of the MTQ.

### **3.6 LAYING OF BITUMINOUS CONCRETE**

Installation of bituminous concrete, transport, etc. must be carried out in accordance with the CCDG 2023.

### **3.7 SPREADING OF BITUMINOUS CONCRETE**

If the layer of bituminous concrete cracks abnormally during spreading or during rolling, the work must be suspended and the necessary corrections made.

It is forbidden to spread by hand or sprinkle the bituminous concrete at the back of the spreader to correct these anomalies.

Avoid vibrating, trampling or treading the bituminous mixture before rolling, and all the parts thus treated must be raked right through, and you must add a little mixture to start the compaction again using of a roll.

The spreader should be adjusted to spread a uniform layer, the thickness of which should be as close as possible to that specified.

### Rollers

The rollers must make it possible to obtain compactness and conforming surface characteristics. The following types are accepted:

a) Rollers with steel cylinder

The rollers with steel cylinders can be of the following three (3) types:

- three (3) wheel rollers weighing from 9,000 kg to 10,900 kg;
- two (2) cylinder tandems weighing from 7,250 kg to 10,900 kg; or
- three (3) cylinder tandems weighing from 10,900 kg to 16,300 kg.

b) Tire rollers

These rollers have scrapers and pads to keep the cylinders clean and moist and prevent the mixture from sticking to them. They are perfectly cylindrical, free of flat parts, sunken or having relief, likely to mark the coating. They must exert a sufficient longitudinal linear pressure.

## **3.8 MANUAL SPREADING**

In places inaccessible to the mechanical finisher, the mixture is spread manually. The mixture is evenly distributed and spread out in a loose layer of uniform density using rakes or hoes, taking care to avoid segregation. Before rolling, the Contractor must check the surface with a ruler and correct any unevenness.

## **3.9 ACCEPTANCE OF THE SURFACE TO BE COVERED**

Before the engineer accepts the laying of bituminous concrete layers, the surface to be covered must meet the following standards:

- a) The surface to be covered must have a slope and a layout in accordance with the plans. It must be dry, well compacted and free from foreign or non-adherent materials.
- b) When the base is rough and / or irregular, the Contractor must use a correction layer placed with a motor grader or spreader and compacted at least twelve (12) hours before he lays the layers subsequent.
- c) When a correction layer is not necessary, the depressions and irregularities are corrected to the satisfaction of the Engineer. The Contractor must remove excessively rich or defective parts, beads and surpluses accumulated in cracks, joints or elsewhere.

### **3.10 CLIMATE CONDITIONS AND TRAFFIC**

The preparation and installation of bituminous mixtures must be done under favorable climatic conditions. It is not allowed to operate when the humidity of the aggregates affects the temperature of the mixture and the rate of operations or when the surface to be covered is soggy, covered with puddles of water or mud.

The temperature of the surface to be covered must be greater than 5 ° C and the ambient temperature must allow coatings or treatments to comply with the requirements.

During operations and during the hardening or drying of a plaster or binder and when traffic must be maintained on the treated surface, the speed of the vehicles must not exceed

25 km / h until hardening or adequate drying of the plaster.

The Contractor must, at his expense, provide and maintain barricades, signals and employ the guards necessary to divert traffic and prevent any deterioration of the paving bed and prevent the formation of ruts during the work.

The owner reserves the right to stop the work if the atmospheric conditions do not seem suitable to him.

If traffic is allowed on a given section before the installation of the upper layer, the surface of the lower layer must be thoroughly cleaned before the installation of the one which is to cover it.

### **3.11 HAND TOOLS**

The pestles used to compact the mixture in places inaccessible to the rollers must weigh at least 10 kg / cm<sup>2</sup>. The pestles can be replaced by mechanical compactors, approved by the Engineer. The Contractor must have at his disposal a rule of three (3) meters provided with a level to check the uniformity of the coating.

### **3.12 CLEANING OF HAND TOOLS**

When hand tools are cleaned in a fire, the Contractor must take care not to bring them to temperatures high enough to burn the mixture. When hand tools are cleaned with oil, the oil container is placed in a location such that the mixture cannot be damaged. The cleaning operations are done in one place.

### **3.13 LONGITUDINAL AND CROSS-SECTIONAL JOINTS**

The longitudinal joints must be parallel to the lines of the layout. The laying of the mixture at the end of the day is arranged so as not to leave a longitudinal joint to be completed the next day. Between the new and the old roadways or between the works of two (2) consecutive days, the joints are made in order to ensure a perfect, continuous and waterproof connection. Any transverse or longitudinal cold joint whose temperature is

below 40 ° C must be painted with a uniform layer of emulsion or liquid bitumen. The Contractor must do everything in his power to prevent cold seals from being made.

### **3.14 JOINTS IN THE BINDER LAYER (BASE)**

When the laying of the binder layer is suspended, the Contractor must, before resuming the laying work, bring the end of the layered layer to the full specified thickness, then place the hot mixture in close contact with the exposed edge of this layer so that after rolling, there is a perfectly united joint.

### **3.15 SEALS IN THE WEAR LAYER**

When the installation of the wear surface is interrupted for a considerable time, the applied surface must be completely cylindrical and its edge immediately cut, so as to have a vertical joint with a rough surface over the entire thickness of the surface layer.

### **3.16 JOINTS WITH EXISTING PAVEMENT**

The edge of the paving already laid must be cut (saw cut) over its entire thickness and brushed with a thin and uniform layer of liquid asphalt to expose a surface against which the hot mixture must be laid and raked to the thickness desired. Pestles and hot irons should be used with caution so as to heat the old pavement enough to secure a bond. At the point of connection between a new paving and an old paving, the Contractor must take care to make an adequate joint and, to do this, must cut the old paving of a depth of 5 cm and a length of 1 m on the whole width of this old paving.

The notch thus made must be coated with a special binder and new paving.

## **4.0 ROAD MARKING**

### **4.1 MATERIAL**

The marking product must be alkyd compliant with standard 10201 Alkyd paint for road marking and registered on the approval list of the Transport Minister of Québec

The Contractor must ensure that the product used is suitable for the use and must take into account the type of coating (asphalt), the texture of the coating and the other surface conditions.

At the first meeting, the Contractor must provide the Owner the technical data sheets.

### **4.2 IMPLEMENTATION**

In addition to the article 16.9.2.3.1 of the C.C.D.G 2018, the Contractor must comply with the following additional conditions:

- The marking product must not be applied on the longitudinal joints of the pavement or on the crack sealant; And



- The marking product should not be applied over existing marking materials;
- Pavement marking should not be carried out if the pavement temperature is below the dew point +2°C.

If the road is contaminated by various dirt impairing the marking, the Contractor must then sweep and remove the excess dust before proceeding with the marking.

### **4.3 ALIGNMENT**

The longitudinal alignment of the lane marking must not deviate transversely by plus or minus 25 mm from the plane of the marking.

The position of a mark less than 3 m long must not deviate longitudinally by plus or minus 25 mm from the marking plane. For a mark longer than 3 m, this precision is plus or minus 50 mm.

The length of a mark must not vary by plus or minus 25 mm from the length provided for in the contractual documents.

### **4.4 LINE DIMENSIONS**

The dimensions of the lines must comply with the requirements of Chapter 6 “Markings on the roadway” of Volume V – Road signs of the Norms – Road works collection of the Ministry of Transport.

Unless otherwise specified in the marking plan, the width of the marking lines must be between 120 and 125 mm.

The spacing between the marking lines is between 120 and 125 mm.

The length of the axial lines must be 3 m followed by a spacing of 6 m.

### **4.5 SPACING**

The spacing between the lines and the marking of a hatched areas of the bullheads must be according to the plans.

## **5.0 EXISTING SIGNALING**

The Contractor is responsible for removing, moving and reinstalling existing signage. The cost of this work is included in its unit price for signage.

## **6.0 MAINTENANCE AND REPAIR BEFORE FINAL ACCEPTANCE OF WORK**

During the warranty period, the Contractor will carry out all repairs deemed necessary by the Engineer. If he does not comply with the requisitions of the Engineer on this subject, the latter, after having notified the Contractor in writing to perform the said work within

the following four (4) days, will take the necessary measures to have these works carried out. repairs at the Contractor's expense and expense.

## **5.0 CURBS, SIDEWALKS AND SLABS**

### **5.1 GENERAL**

Sidewalk and curb work must be done in accordance with BNQ 1809-500/2017. The exterior slabs will be built to the same construction and quality requirements as the sidewalks of this specification with the exception of the joints. Dimensions and slopes are as specified on the plans.

### **5.2 CEMENT CONCRETE**

Concrete must meet the requirements of the most recent edition of CSA23.1.

#### **5.2.1 PORTLAND CEMENT**

Generally, GU type cement with cement addition should be used. All Portland cements must meet the CSA-A5 standard, latest edition.

Compound hydraulic cements and cement additions must be approved by the Engineer. They must respectively comply with CSA-A362 and CSA-423.5 standards.

#### **5.2.2 CLASSIFICATION BY EXPOSURE**

The exposure classes are determined according to CSA A-23.1, i.e. class C-2

#### **5.2.3 AGGREGATES FOR CEMENT CONCRETE**

The aggregates used in concrete must comply with BNQ 2560 114/2002.

#### **5.2.4 WATER**

The water used in concrete mixing must be clean and free from oil, vegetable matter, acids or alkalis.

#### **5.2.5 AIR-CONCLUDING AND DISPERSING AGENT**

All air blocking agents used in the manufacture of concrete must comply with the requirements of CSA-A23.1, latest edition and their use as well as the dispersing agent must be approved by the Engineer.

#### **5.2.6 QUALITY OF CEMENT CONCRETE**

Concrete must have a minimum compressive strength of 32 MPa at twenty-eight (28) days and be proportioned so as to meet exposure class C-2 of CSA standard A23.1. The maximum aggregate will be 20 mm and the air content in the concrete will be 5 to 8%.

Concrete subsidence should not exceed 110 mm without being less than 50 mm for sidewalks.

The mixing formula must be submitted and accepted by the Engineer.

### **5.3 FRAME**

When indicated on the plans, reinforcing steel must be supplied and installed; the latter must meet the requirements of ACNOR G40.18 for a grade of 400 MPa. The overlaps are in tension and 740 mm. for the 15M bar. The covering of the steel must meet the requirements of standard CSA23.1. The steel must be free of excess rust, sips, paint or any coating which will tend to reduce or destroy its bonding force. The wire mesh must be in sheet form and meet the same standard as reinforcing steel.

### **5.4 DIMENSION OF SIDEWALK TILES**

Sidewalk tiles should not be more than 1500 mm in length and 1200 mm in width. The exact dimensions will be as described in the sections and details shown on the plans.

### **5.5 SIDEWALK JOINTS**

#### **5.5.1 GENERAL**

The Contractor must make different types of joints in the sidewalks. For the method and location of these joints, the contractor must refer to the standard figures of BNQ 1809-500 / 2006 and the plan.

### **5.6 FORM**

Formwork must be done according to BNQ 1809-500/2017.

### **5.7 CONCRETE**

#### **5.7.1 CONCRETE WORK**

Before the concreting work, a suitable watering of the stone foundation will be carried out. The fresh concrete will be placed on the stone foundation as close as possible to its final position. It will be well packed, especially near the formwork and joints to eliminate voids.

Concrete will be laid at least 10 mm higher than the final surface to allow for proper adjustment.

The concrete should not be placed on a frozen foundation. For protection in cold weather, the Contractor must refer to standard CSA A23.1, latest edition.

## **5.7.2 CONCRETE FINISHING**

The concrete surface will be leveled by means of a leveling slat resting on the chests so as to obtain the desired level and fine with a wooden trowel, taking care not to attract too much "laitance" to the surface. Before the concrete makes its initial setting, we will resume the finish by passing a second time the wooden trowel so as to eliminate, on the surface, irregularities, depressions or any other defect.

When the concrete has reached a certain consistency, the edges of the slabs will be rounded to the surface with the appropriate tools. Following these operations, we will resume the finishing of all edges. In no case will the steel trowel be allowed for finishing the concrete.

## **5.7.3 CURING AND PROTECTION**

Immediately after finishing operations and when the concrete has set sufficiently, the sidewalk surface must be cured according to the provisions of CSA A23.1.

The method of ripening chosen by the Contractor will be subject to the approval of the Engineer and the curing agent, type, method and rate of application must also be subject to the approval of the Engineer. The concrete surface must be protected by a burlap so as not to be damaged by heavy rain. The Contractor must obtain enough tarpaulins (canvas or jute) to completely cover all the sections that have been poured during the previous eight (8) hours. The Contractor shall erect and maintain suitable barriers to protect the sidewalk from damage during a period of seventy-two (72) hours following the placement of the concrete. At his expense, he must repair or replace any section that has been damaged before final acceptance, to the satisfaction of the Engineer.

## **5.7.4 COLD WEATHERING CONCRETE**

If, during the execution of the work, the temperature drops to 5 °C or if the Engineer has reason to believe that within twenty-four (24) hours the thermometer will drop to this point, the water and the aggregates must be heated and the necessary precautions must be taken to keep the fresh concrete between 15 and 25 °C and the hardened concrete at a minimum of 10 °C for five (5) days then, above the freezing point the two (2) following days. The addition of calcium chloride is prohibited.

The Contractor must take all necessary precautions, both in the choice of cement and other materials and in its execution procedures, so that the wear surfaces and all surfaces exposed to the weather do not flake and remain healthy and acceptable until the expiration of the warranty period, even if the Owner uses sodium chloride and / or calcium during the winter for the maintenance of sidewalks and curbs.

The Contractor may not discharge the obligations imposed on him by this clause on the pretext that the materials and mixtures were unsatisfactory at the time of construction

### **5.7.5 HOT WEATHERING CONCRETE**

At all times, the temperature of the mixture during installation must be below 30 °C. If necessary, the supervisor may require the addition of a setting delay agent to facilitate the setting in curve and the finishing.

### **5.7.6 INSPECTION**

The Contractor shall not undertake any concrete pouring before the Engineer has completed the inspection of the formwork and the foundation.

The Contractor must notify the Project Manager sufficiently in advance (at least twenty-four (24) hours) during each concrete pour, so as to give him time to carry out his inspections.

### **5.8 PEDESTRIAN TRAFFIC**

During the execution of its work, the Contractor will take all necessary measures to facilitate the movement of pedestrians. It will also be required to install temporary walkways over its fresh concrete or sidewalk forms, to allow residents continuous access to their property.

These temporary walkways should not, however, rest either on the concrete or on the sidewalk forms, but on external supports, on each side of the forms. They must also be installed according to known safety standards. At all times, the Contractor shall comply with the decisions of the Engineer or his representative on these installations.

### **5.9 REPAIR OF EXISTING SIDEWALKS AND / OR EDGES**

In accordance with these specifications and in the event that the Contractor must remake driveways or a sidewalk and / or curb section while the sidewalks and / or curbs are already existing, the repair work will include the demolition of the sidewalks and / or existing curbs, as well as adjacent bituminous concrete if applicable. The works will also include the transportation of debris, the preparation of the foundation and the surface, the formwork, concreting, formwork removal, protection, granular filling in the street and its compaction as well as the installation of bituminous concrete and / or peat all to restore the street and the land adjacent to their original state.

#### **5.9.1 CONCRETE SAWING**

For the removal of existing sidewalks and / or curbs, the Contractor must saw the concrete vertically at each end. In the case of edges to be removed, the upper 300 mm must be sawn while the lower part can be broken in another way.

#### **5.9.2 ASPHALTIC CONCRETE**

The bituminous concrete will be of the EB-10C type used and will comply with the specifications of the CCDG of the MTQ latest edition.

## **5.10 ACCEPTANCE CRITERIA AND REVIEW OF THE UNIT PRICE**

### **5.10.1 COMPRESSION RESISTANCE REQUIREMENTS**

Compressive strength is determined from specimens matured under standard conditions. Concrete sampling and testing are performed in accordance with CSA-A23.2, latest edition.

Concrete acceptance is based on the average compressive strength and the results dispersion index established from batches.

### **5.10.2 DEFINITION OF LOTS**

Samples are taken either on all deliveries, or randomly depending on the quantities used on the site, or depending on the formation of lots, all decided during a site meeting prior to the work. At least one (1) sample is taken every 75 m<sup>3</sup>. One lot represents 450 m<sup>3</sup> or less of concrete. The batches are formed by class of concrete (strength), by type of mixture and by supplier, and separated by categories of work.

The batches are formed according to the chronology, in groups of two (2) to twenty-four (24) results, provided that the total quantity of the batch does not exceed 450 m<sup>3</sup> and that no more than thirty (30) days between the taking of the first and last samples from a batch.

## **5.11 CALCULATION OF THE REVISED UNIT PRICE IN THE CASE OF NON-CONFORMING RESISTORS**

### **5.11.1 UPPER RESISTANCE LIMIT**

To calculate the average concrete resistance of a unit batch, specimens having a resistance greater than 150% of the specified resistance are considered to have a resistance equal to 150% of the specified resistance.

### **5.11.2 CONCRETE OF RESISTANCE SUPERIOR TO THE SPECIFIED RESISTANCE**

There is no overpayment for concrete which, per unit batch, has a strength greater than the specified strength.

### **5.11.3 CONCRETE RELEASE**

When the measurements indicate that the resistance of a sample is less than 76% of the specified resistance, the concrete represented by the sample is not paid.

In the event that part of the concrete in a batch is rejected, the average strength of the remaining batch is calculated by excluding the samples representing the part of the batch rejected. The average tolerable resistance is that fixed by the number of samples (next sub-article).

### 5.11.4 ACCEPTANCE OF A LOT

A batch is accepted when the average resistance measured is equal to or greater than the average tolerable resistance ( $R_t$ ) found using the following formula:

$$R_t = f_{lc} + (kd/100)$$

Or

$f_{lc}$ : Specified resistance

$d$ : Dispersion index of the batch samples according to the following equation:

$$d = \sqrt{\sum_{i=1}^n \left[ \frac{(R_i - R)^2}{n-1} \right]}$$

or

$R_i$ : Resistance of each of the samples

$R$ : Average measured resistance of the batch

$n$ : Number of samples in the batch

$k$ : Acceptance factor according to the number of samples in the batch

The “k” values are shown in the following table:

| Number of samples (n) | Acceptance factor (k) |
|-----------------------|-----------------------|
| 2                     | -88                   |
| 3                     | -9                    |
| 4                     | 10                    |
| 5                     | 19                    |
| 6                     | 26                    |
| 7                     | 31                    |
| 8                     | 34                    |
| 9                     | 38                    |
| 10                    | 41                    |
| 11                    | 43                    |
| 12                    | 45                    |
| 13                    | 47                    |
| 14                    | 49                    |
| 15                    | 50                    |
| 16                    | 52                    |
| 17                    | 53                    |
| 18                    | 54                    |
| 19                    | 55                    |
| 20                    | 56                    |
| 21                    | 57                    |

|    |    |
|----|----|
| 22 | 58 |
| 23 | 59 |
| 24 | 60 |

### 5.11.5 REJECTION OF A LOT

If the average resistance of a batch is less than the critical resistance, i.e., 80% of the specified resistance, the concrete is refused and the work must be taken back at the Contractor's expense.

#### 7.113.5.1 Difference between the results of two specimens

If the average resistance of a lot is between the average tolerable resistance and the critical resistance, the unit price (PU) is adjusted using the following formula:

$PRr = PU \times (R/Rt)$  For Category A works

Ou

$PRr = PU \times (R/Rt)$  For Category B works

Ou

PRr : Revised price for resistance

PU : Cement concrete unit price, i.e. unit price of the slip to which protection costs are added

Rt : Average tolerable resistance

R : Average resistance measured

### 5.11.6 Category

All structural concrete or exposed to freeze-thaw cycles or the action of de-icing salts, correspond to category A.

The other concretes correspond to category B.

## 5.12 WARRANTY

The Contractor must guarantee that the sidewalks, as constructed, will cost the Owner nothing for repair costs during a period of twelve (12) months from the date of provisional acceptance.

At the end of this period, the Contractor must restore its work to be accepted definitively.

## 5.13 MAINTENANCE AND REPAIR BEFORE FINAL ACCEPTANCE OF WORK

During the warranty period, the Contractor will carry out all repairs necessary asked by the engineer. If he does not comply with the requisitions of the Engineer on this subject, the Engineer, after notify by writing the Contractor to do the work within the following four (4) days, will take the necessary measures to have these works carried out at the Contractor's expense and expense.



## **6.0 DETECTABLE WARNING PLATES**

Where indicated on the plans, the Contractor shall provide detectable warning plates according to the following specifications:

- Gray cast iron plate without coating. Dimensions: 610 mm in width and variable length;
- Material: gray cast iron without coating;
- Thickness of the plate without the domes: 10 mm;
- Dome thickness: 5 mm;
- Diameter of the domes: approximately 23 mm at the base and 14 mm at the top;
- Distance between the domes: about 50 mm c/c;
- Four (4) point anchoring system to fresh concrete;
- Minimum pressure rating of 30 PSI.

## **7.0 SODDING**

### **7.1 GENERAL**

All the prescriptions of the general specification NQ 0605-100 "Landscaping using plants" form an integral part of this tender document and must be fully followed with the details of this section.

The maintenance of grassed surfaces must be done during 15 calendar days (watering, cutting, etc.) from the date of the end of installation date.

### **7.2 SITE EXAMINATION**

Notify the Client in writing of any situation he notices on the site, before or during the work, which could affect the work in this section. Stop work until the situation has been inspected and corrected. The beginning or the continuation of the works implies that the Contractor cannot make any claim which may result from any situation which he has thus accepted.

Notify the Contracting Authority in writing when the work is completed.

### **7.3 INSPECTION**

The inspection for acceptance of this work takes place within forty (40) days after the notice has been sent.

### **7.4 PLANT LAND TESTS**

The topsoil supplied by the Contractor must be analyzed at the Contractor's expense by a specialized laboratory and accepted by the Contracting Authority before the start of the work. The laboratory must provide the results of the analyzes, in writing, whether or not compliant.

The topsoil must be composed of a homogeneous mixture corresponding to silty sand and meeting the physical and chemical requirements of standard NQ 0605-100.

## **8.0 LOCAL REPAIRS**

### **8.1 GENERAL**

All the prescriptions of the general specification NQ 0605-100 "Landscaping using plants", of chapter 13 "Asphalt pavement" of the CCDG and BNQ 1809-500 "Sidewalks and curbs" are an integral part of this document and must be followed in full with the details in this section.

### **8.2 SCOPE OF WORK**

All places (grass, hedge, tree, shrub, curb, sidewalk, post, paving, etc.) damaged by the Contractor during the work must be repaired by the latter, to the satisfaction of the engineer.

After repairing the curbs and sidewalks, the Contractor must put in place, behind them, class "B" equipment accepted by the Contracting Authority if no lawn exists. For all sections of lawn that will have been affected, the Contractor must install sod and 150 mm thick topsoil to restore the affected areas to their original state. During this filling at the back of the curbs, the Contractor must adjust the water service box.

After all the granular foundation, paving and sidewalk work, the Contractor must ensure that the catch basin, manholes and sewers are properly cleaned (sanitary, rain, combined). The Contractor must include these costs within the articles of the bid schedule.

### **8.3 RECOVERY OF PREMISES**

The contractor must provide for the restoration of the premises affected by the work without limitation; he must provide for the following repairs;

#### Turf

1. The repair works are as indicated on the plans, i.e., the restoration of the surfaces currently in turf;
2. Repair work on private land must be carried out to the most distant place damaged by the work or to the place indicated by the Project Manager when land reprofile work is necessary following the change of geometry;
3. 150 mm of topsoil must be provided and installed before laying the sod.

#### Hydraulic seeding

- The seeding work must be carried out in the places where the ditch was repaired. The surface of agricultural land must be covered with 150 mm of topsoil (ideally the same pickling soil as before the work). All other surfaces that are not sodded

- must be seeded to the most distant place, damaged by the work or to the place indicated by the engineer when ground reprofile work is necessary following the change of geometry;
- 150 mm of topsoil must be supplied and installed before the hydraulic seeding operation; and
- Repair work on land other than that specified in a) must be carried out on all the part damaged by the work or because of the work.

#### Hedges, shrubs, trees

- Adequate removal and storage;
- Digging where hedges, shrubs and trees are to be replaced;
- Adding topsoil;
- The required fertilizer;
- Replacement of broken plants.

#### Borders, sidewalks

- The removal and off-site disposal of the part damaged or removed during the work;
- Reconstruction of new curbs and sidewalks including expansion joints.

#### Crushed stone entrance and paving

- Removal and off-site disposal of existing paving;
- Reconstruction of the granular foundation according to the types and thicknesses specified;
- The laying of a layer of paving, according to the thickness specified on the plans

#### Fence, barrier, etc.

- Dismantling of fence barriers, bollards, jersey
- Storage and protection during work and;
- Replacement at the end of the work

## **9.0 SPECIFIC TECHNICAL ENVIRONMENTAL CLAUSES**

### **9.1 PROTECTION OF THE ENVIRONMENT**

Throughout the duration of the contract, the contractor must ensure that all persons under his responsibility take all necessary measures to protect the environment. More specifically, he must:

- Ensure that there will be no storage of materials, no circulation of machinery, no digging of trenches or any other unauthorized intervention that could damage or modify lakes and watercourses with regular or intermittent flow, their banks and their respective flood plains or adjacent or isolated wetlands (ponds, marshes, swamps or peat bogs);
- Respect all the easements shown on the plans and take the necessary measures to prevent the machinery from circulating outside the easements that have been assigned to it. In no event shall the Contractor be authorized to negotiate

additional easements on the lakes and watercourses, their respective shores and floodplains or in the adjacent or isolated wetlands;

- Preserve on the site all vegetation such as trees, shrubs and other herbaceous plants (including grassy areas) that do not interfere with the work. If the contractor damages the vegetation outside the planned easement, he must replace it at his expense, unless the restoration is included in the work (see section "Conservation of trees");
- Proceed as soon as possible and as the work progresses to restore disturbed areas (e.g., stabilization and revegetation of slopes and bare soils). Vegetation of disturbed soils should be done with native species preferably. The restoration elements must ensure that the environment will be equivalent or improved compared to the situation prior to the intervention;
- Make sure not to throw, spill or allow to escape onto the ground or into waterways organic or inorganic materials or petroleum products and their derivatives (antifreeze or solvent). An intervention kit for the recovery of hazardous materials must be present on the site. Any spill of contaminants must be the subject of immediate response measures to confine, recover and dispose of the products in accordance with the Environment Quality Act (EQA) and the policies and regulations of the Minister du Sustainable Development, Environment and the Fight against Climate Change (MELCC) in the manner approved by the engineer. In all cases of spills, Urgence-Environment must be notified immediately at 1-866-694-5454, in accordance with section 21 of the LQE;
- Maintain machinery (oil change, etc.) at a minimum distance of 30 m from a lake, stream or wetland (ponds, marshes, swamps or peat bogs). The machinery must be cleaned to remove excess oil or grease before starting shore work, and it must also be inspected regularly for leaks. Biodegradable hydraulic fluids are recommended for work in these sensitive environments or near them;
- Clean the machinery before arriving at the work site to remove the mud, plant fragments and animals attached to it;
- Do not use pesticides (herbicides, fungicides, insecticides, etc.), unless you have obtained appropriate authorization from the regional directorate of the MELCC.
- Take all the necessary measures and build all the necessary facilities and use the appropriate mitigation measures to avoid contamination of lakes and streams with new, used or excavated materials found on the site;
- When there is pumping of the water found at the bottom of an excavation or work area, pumping water can be discharged directly into the watercourse if it does not contain suspended solids beyond the background noise and visible to the naked eye. Otherwise, the contractor must provide a system to avoid the suction of sediment and discharge water into an infiltration area, outside the shore of any lake or watercourse. However, if the amount of water pumped is too large for it to

fully infiltrate the soil before it reaches the water body, then the water must be pumped into a sedimentation tank. The sedimentation basin must be set up outside the shoreline of the lake, watercourse or wetland (pond, marsh, swamp or bog). The water discharged at the outlet of the sedimentation tank must not contain suspended matter beyond the background noise and visible to the naked eye;

- Use recognized control methods to avoid or control the production of dust and smoke and any atmospheric pollution on the work site. The dust suppressants used must comply

## 9.2 MANAGEMENT OF EXCAVATION AND BACKFILL MATERIALS

Throughout the duration of the contract, the contractor must ensure that any person under his responsibility takes all the measures necessary to adequately dispose of excavation and backfill materials. More specifically, he must:

- Ensure that all excavated materials that are not reused, including in particular sawn timber, rubble and plaster, concrete and masonry pieces as well as pieces of paving, are managed (by treatment, recovery or disposal) in accordance with Environment Quality Act, Regulation respecting the burial and incineration of residual materials and the Regulation respecting hazardous materials. If necessary, the contractor must himself find the place of disposal and submit it to the approval of the engineer;
- Ensure that all excavation and backfill materials are managed in accordance with the interim grid for the management of excavated contaminated soil presented in the Policy for the protection of soil and the remediation of contaminated land, the Regulation respecting the burial of contaminated soil and the Regulation respecting the storage and transfer centers of contaminated soil;
- Ensure that excavation materials are available outside lakes and watercourses with regular or intermittent flow, their respective shores, flood plains and wetlands;

Provide the engineer with written proof that the materials from the site have been deposited in an authorized location.

## 9.3 DISPOSAL OF EXCAVATION SURPLUSES

All of the cutting's storage and disposal sites (excavation surplus excluding any waste) envisaged for the realization of this contract must be approved beforehand by the engineer, at the latest at the first site meeting. No disposal of these materials can be made without obtaining this approval.

All excess excavation disposal sites will be subject to adequate leveling and revegetation to the satisfaction of the Consultant.

Excavation surpluses must be placed outside the aquatic environment as defined above and including any wetland, any shore, any coastline, any flood plain as well as the bed of any body of water.

## 9.4 PRESERVATION OF TREES

The Contractor is held responsible for any damage caused to the trees to be preserved located on all the sites of the contract and must replace each damaged tree either by a tree of the same essence and of the same dimension, or by a tree of the same essence of 150 mm diameter and eight meters in height, and must guarantee its survival for a period of two years after acceptance of the contract.

The trees to be protected must also have a protected area around them, with a radius of five meters.

In the event that this minimum surface cannot be respected, the following technique must be applied which minimizes soil compaction, the effects of which are harmful to the health of trees: it involves spreading over the surface used, a non-woven geotextile membrane and place a 20 cm high earth cushion on it.

When there is an accidental nick of part of the root system, which is observed only during the execution of the work, an equal portion of branches must be pruned by a specialist.

A specialist must see the pruning and the necessary care during the works. The specialist's contact details must appear on the list of subcontractors.

# **SECTION 5**

## **PICTURES OF THE SITE**















**TP1 Amount Payable – General**

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

1.1.1 the aggregate of the amounts described in TP2 exceeds

1.1.2 the aggregate of the amounts described in TP3

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

**TP2 Amounts Payable to the Contractor**

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

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

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

**TP3 Amounts Payable to Her Majesty**

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

3.2 When making any payments to the Contractor, the failure of Her Majesty to deduct an amount referred to in TP3.1 from an amount referred to in TP2 shall not constitute a waiver of the right to do so, or an admission of lack of entitlement to do so in any subsequent payment to the Contractor.

**TP4 Time of Payment**

4.1 In these Terms of Payment

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

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

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

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

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



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



work under the contract have been fully discharged.

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



- 4.12 A statutory declaration referred to in TP4.11 shall, in addition to the depositions described in TP4.9, contain a deposition by the Contractor that all of the Contractor's lawful obligations and any lawful claims against the Contractor that arose out of the performance of the contract have been discharged and satisfied.

**TP5 Progress Report and Payment Thereunder Not Binding on Her Majesty**

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

**TP6 Delay in Making Payment**

- 6.1 Notwithstanding GC7 any delay by Her Majesty in making any payment when it is due pursuant to these Terms of Payment shall not be a breach of the contract by Her Majesty.
- 6.2 Her Majesty shall pay, without demand from the Contractor, simple interest at the Bank Rate plus 1 -1/4 per centum on any amount which is overdue pursuant to TP4.1.3, and the interest shall apply from and include the day such amount became overdue until the day prior to the date of payment except that
- 6.2.1 interest shall not be payable or paid unless the amount referred to in TP6.2 has been overdue for more than 15 days following
- 6.2.1.1 the date the said amount became due and payable, or
- 6.2.1.2 the receipt by the Departmental Representative of the Statutory Declaration referred to in TP4.5, TP4.8 or TP4.11,
- whichever is the later, and
- 6.6.2 interest shall not be payable or paid on overdue advance payments if any.

**TP7 Right of Set-off**

- 7.1 Without limiting any right of set-off or deduction given or implied by law or elsewhere in the contract, Her Majesty may set off any amount payable to Her Majesty by the Contractor under this contract or under any current contract against any amount payable to the Contractor under this contract.
- 7.2 For the purposes of TP7.1, "current contract" means a contract between Her Majesty and the Contractor
- 7.2.1 under which the Contractor has an undischarged obligation to perform or supply work, labour or material, or
- 7.2.2 in respect of which Her Majesty has, since the date of which the Articles of Agreement were made, exercised any right to take the work that is the subject of the contract out of the Contractor's hands.





**TP8 Payment in Event of Termination**

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

**TP9 Interest on Settled Claims**

- 9.1 Her Majesty shall pay to the Contractor simple interest on the amount of a settled claim at an average Bank Rate plus 1 ¼ per centum from the date the settled claim was outstanding until the day prior to the date of payment.
- 9.2 For the purposes of TP9.1,
- 9.2.1 a claim is deemed to have been settled when an agreement in writing is signed by the Departmental Representative and the Contractor setting out the amount of the claim to be paid by Her Majesty and the items or work for which the said amount is to be paid.
- 9.2.2 an "average Bank Rate" means the discount rate of interest set by the Bank of Canada in effect at the end of each calendar month averaged over the period the settled claim was outstanding.
- 9.2.3 a settled claim is deemed to be outstanding from the day immediately following the date the said claim would have been due and payable under the contract had it not been disputed.
- 9.3 For the purposes of TP9 a claim means a disputed amount subject to negotiation between Her Majesty and the Contractor under the contract.



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



## **GC1 Interpretation**

### **1.1 In the contract**

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

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

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



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

**GC2 Successors and Assigns**

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

**GC3 Assignment of Contract**

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

**GC4 Subcontracting by Contractor**

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

**GC5 Amendments**



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

**GC6 No Implied Obligations**

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

**GC7 Time of Essence**

- 7.1 Time is of the essence of the contract.

**GC8 Indemnification by Contractor**

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

**GC9 Indemnification by Her Majesty**

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

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



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

### **GC11 Notices**

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

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

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



the purpose of performing this contract.

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

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

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

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

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



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

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

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

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

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





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

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

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

### **GC17 Examination of Work**

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

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

### **GC18 Clearing of Site**

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

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

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

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

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

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

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



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

#### **GC20 National Security**

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

#### **GC21 Unsuitable Workers**

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

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



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

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

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

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

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



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

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

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

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

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



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

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

#### **GC27 Insurance**

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

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

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

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

#### **GC28 Insurance Proceeds**

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

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

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

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

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

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

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

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



creditor.

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

### **GC29 Contract Security**

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

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

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



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

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

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



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

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

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

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

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

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

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





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

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

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

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

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

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

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

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

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



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

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

### **GC36 Extension of Time**

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

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

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



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

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

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



Contractor's failure to complete the work.

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

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

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

**G40 Suspension of Work by Minister**

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



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

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

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

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

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



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

- 42.2 Her Majesty will not make any payment as described in GC42.1 unless and until that claimant shall have delivered to Her Majesty:
- 42.2.1 a binding and enforceable Judgment or Order of a court of competent jurisdiction setting forth such amount as would have been payable by the Contractor to the claimant pursuant to the provisions of the applicable Provincial or Territorial lien legislation, or, in the Province of Quebec, the law relating to privileges, had such legislation been applicable to the work; or
  - 42.2.2 a final and enforceable award of an arbitrator setting forth such amount as would have been payable by the Contractor to the claimant pursuant to the provisions of the applicable Provincial or Territorial lien legislation, or, in the Province of Quebec, the law relating to privileges, had such legislation been applicable to the work; or
  - 42.2.3 the consent of the Contractor authorizing a payment.
- For the purposes of determining the entitlement of a claimant pursuant to GC42.2.1 and GC42.2.2, the notice required by GC42.8 shall be deemed to replace the registration or provision of notice after the performance of work as required by any applicable legislation and no claim shall be deemed to have expired, become void or unenforceable by reason of the claimant not commencing any action within the time prescribed by any applicable legislation.
- 42.3 The Contractor shall, by the execution of his contract, be deemed to have consented to submit to binding arbitration at the request of any claimant those questions that need be answered to establish the entitlement of the claimant to payment pursuant to the provisions of GC42.1 and such arbitration shall have as parties to it any subcontractor to whom the claimant supplied material, performed work or rented equipment should such subcontractor wish to be adjoined and the Crown shall not be a party to such arbitration and, subject to any agreement between the Contractor and the claimant to the contrary, the arbitration shall be conducted in accordance with the Provincial or Territorial legislation governing arbitration applicable in the Province or Territory in which the work is located.
- 42.4 A payment made pursuant to GC42.1 is, to the extent of the payment, a discharge of Her Majesty's liability to the Contractor under the contract and may be deducted from any amount payable to the Contractor under the contract.
- 42.5 To the extent that the circumstances of the work being performed for Her Majesty permit, the Contractor shall comply with all laws in force in the Province or Territory where the work is being performed relating to payment period, mandatory holdbacks, and creation and enforcement of mechanics' liens, builders' liens or similar legislation or in the Province of Quebec, the law relating to privileges.
- 42.6 The Contractor shall discharge all his lawful obligations and shall satisfy all lawful claims against him arising out of the performance of the work at least as often as the contract requires Her



Majesty to pay the Contractor.

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

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

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



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

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

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

44.1 On the date that

44.1.1 the work has been completed, and

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

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

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

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

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

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

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

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

44.2.1.2.3 -1% of the balance

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

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





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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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



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

**GC49 Determination of Cost – Negotiation**

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

**GC50 Determination of Cost – Failing Negotiation**

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

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

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



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

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

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

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

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

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



Minister may direct.

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

**GC52 Conflict of Interest**

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

**GC53 Contractor Status**

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



## **GENERAL CONDITONS**

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

## **GENERAL INSUANCE COVERAGES**

- GCI 1 Insured**
- GIC 2 Period of Insurance**
- GIC 3 Proof of Insurance**
- GIC 4 Notification**

## **COMMERCIAL GENERAL LIABILITY**

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

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

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

## **INSURER'S CERTIFICATE OF INSURANCE**



## **General Conditions**

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

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

### **IC 2 Risk Management (01/10/94)**

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

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

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

### **IC 4 Insurance Coverage (02/12/03)**

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



## INSURANCE COVERAGE REQUIREMENTS

### PART I GENERAL INSURANCE COVERAGES (GIC)

#### **GCI 1 Insured (02/12/03)**

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

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

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

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

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

#### **GIC 4 Notification (01/10/94)**

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

### PART II COMMERCIAL GENERAL LIABILITY

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

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

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





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

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

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

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

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

### **CGL 3 Additional Exposures (02/12/03)**

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

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



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

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

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

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

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

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

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

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

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

The property insured shall include:

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

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

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



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

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

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

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

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

**BR 6 Subrogation**  
(01/10/94)

The following Clause shall be included in the policy:

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

**BR 7 Exclusion Qualifications**  
(01/10/94)

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

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



**INSURER'S CERTIFICATE OF INSURANCE**

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

**CONTRACT**

|                     |                 |            |
|---------------------|-----------------|------------|
| DESCRIPTION OF WORK | CONTRACT NUMBER | AWARD DATE |
| LOCATION            |                 |            |

**INSURER**

|         |
|---------|
| NAME    |
| ADDRESS |

**BROKER**

|         |
|---------|
| NAME    |
| ADDRESS |

**INSURED**

|                    |
|--------------------|
| NAME OF CONTRACTOR |
| ADDRESS            |

**ADDITIONAL INSURED**

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

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

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

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

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

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



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

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

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

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



of, the Receiver General for Canada, and

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



|  |
|--|
| Contract Number / Numéro du contrat<br>923326                        |
| Security Classification / Classification de sécurité<br>UNCLASSIFIED |

**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 /<br>Ministère ou organisme gouvernemental d'origine <b>NRC</b>  |  | 2. Branch or Directorate / Direction générale ou Direction<br>PGBI/RPPM                        |  |
| 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<br>APPEL D'OFFRE PUBLIC DANS LE CADRE DU PROJET: BOU01P23001 TRAVAUX DE RÉAMÉNAGEMENT DE L'ENTRÉE PRINCIPALE.   |  |  |  |
| 5. a) Will the supplier require access to Controlled Goods?<br>Le fournisseur aura-t-il accès à des marchandises contrôlées?  |  | <input checked="" type="checkbox"/> No<br>Non  | <input type="checkbox"/> Yes<br>Oui            |
| 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?<br>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<br>Non  | <input type="checkbox"/> Yes<br>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?<br>Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?<br>(Specify the level of access using the chart in Question 7. c)<br>(Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)                                |  | <input checked="" type="checkbox"/> No<br>Non  | <input type="checkbox"/> Yes<br>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.<br>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 type="checkbox"/> No<br>Non   | <input checked="" type="checkbox"/> Yes<br>Oui |
| 6. c) Is this a commercial courier or delivery requirement with <b>no</b> overnight storage?<br>S'agit-il d'un contrat de messagerie ou de livraison commerciale <b>sans</b> entreposage de nuit?   |  | <input checked="" type="checkbox"/> No<br>Non  | <input type="checkbox"/> Yes<br>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 checked="" type="checkbox"/>  | NATO / OTAN <input type="checkbox"/>                                   | Foreign / Étranger <input type="checkbox"/>  |  |
| 7. b) Release restrictions / Restrictions relatives à la diffusion  |  |  |  |
| No release restrictions<br>Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>   | All NATO countries<br>Tous les pays de l'OTAN <input type="checkbox"/> | No release restrictions<br>Aucune restriction relative à la diffusion <input type="checkbox"/> |  |
| Not releasable<br>À ne pas diffuser <input type="checkbox"/>  |  |  |  |
| Restricted to: / Limité à : <input type="checkbox"/>  | Restricted to: / Limité à : <input type="checkbox"/>                   | Restricted to: / Limité à : <input type="checkbox"/>   |  |
| Specify country(ies): / Préciser le(s) pays :   | Specify country(ies): / Préciser le(s) pays :                          | Specify country(ies): / Préciser le(s) pays :  |  |
| 7. c) Level of information / Niveau d'information   |  |  |  |
| PROTECTED A<br>PROTÉGÉ A <input type="checkbox"/>   | NATO UNCLASSIFIED<br>NATO NON CLASSIFIÉ <input type="checkbox"/>       | PROTECTED A<br>PROTÉGÉ A <input type="checkbox"/>  |  |
| PROTECTED B<br>PROTÉGÉ B <input type="checkbox"/>   | NATO RESTRICTED<br>NATO DIFFUSION RESTREINTE <input type="checkbox"/>  | PROTECTED B<br>PROTÉGÉ B <input type="checkbox"/>  |  |
| PROTECTED C<br>PROTÉGÉ C <input type="checkbox"/>   | NATO CONFIDENTIAL<br>NATO CONFIDENTIEL <input type="checkbox"/>        | PROTECTED C<br>PROTÉGÉ C <input type="checkbox"/>  |  |
| CONFIDENTIAL<br>CONFIDENTIEL <input type="checkbox"/>   | NATO SECRET<br>NATO SECRET <input type="checkbox"/>                    | CONFIDENTIAL<br>CONFIDENTIEL <input type="checkbox"/>  |  |
| SECRET<br>SECRET <input type="checkbox"/>   | COSMIC TOP SECRET<br>COSMIC TRÈS SECRET <input type="checkbox"/>       | SECRET<br>SECRET <input type="checkbox"/>  |  |
| TOP SECRET<br>TRÈS SECRET <input type="checkbox"/>  |  | TOP SECRET<br>TRÈS SECRET <input type="checkbox"/>   |  |
| TOP SECRET (SIGINT)<br>TRÈS SECRET (SIGINT) <input type="checkbox"/>  |  | TOP SECRET (SIGINT)<br>TRÈS SECRET (SIGINT) <input type="checkbox"/>                           |  |



|  |
|--|
| Contract Number / Numéro du contrat<br>923326                        |
| Security Classification / Classification de sécurité<br>UNCLASSIFIED |

**PART A (continued) / PARTIE A (suite)**

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui  
Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

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

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

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

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

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

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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





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

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

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
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<br>923326                        |
| Security Classification / Classification de sécurité<br>UNCLASSIFIED |

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

|   |   |   |   |
|---|---|---|---|
| 13. Organization Project Authority / Chargé de projet de l'organisme  |   |   |   |
| Name (print) - Nom (en lettres moulées)<br>Jean-Philippe Jacob  |   | Title - Titre<br>Superviser - Operation de site                         | Signature   |
| Telephone No. - N° de téléphone<br>450-641-5250   | Facsimile No. - N° de télécopieur<br>450-641-5253 | E-mail address - Adresse courriel<br>jean-philippe.jacob@cnrc-nrc.gc.ca | Date  |
| 14. Organization Security Authority / Responsable de la sécurité de l'organisme   |   |   |   |
| Name (print) - Nom (en lettres moulées)<br>Marika Rioux   |   | Title - Titre<br>Analyst, Security in Contracting                       | Signature   |
| Telephone No. - N° de téléphone   | Facsimile No. - N° de télécopieur                 | E-mail address - Adresse courriel<br>Marika.Rioux@nrc-cnrc.gc.ca        | Date  |
| 15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?<br>Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? |   |   | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 16. Procurement Officer / Agent d'approvisionnement   |   |   |   |
| Name (print) - Nom (en lettres moulées)<br>Collin Long  |   | Title - Titre<br>Senior Contracting Officer                             | Signature   |
| Telephone No. - N° de téléphone   | Facsimile No. - N° de télécopieur                 | E-mail address - Adresse courriel<br>Collin.Long@nrc-cnrc.gc.ca         | Date  |
| 17. Contracting Security Authority / Autorité contractante en matière de sécurité   |   |   |   |
| Name (print) - Nom (en lettres moulées)   |   | Title - Titre   | Signature   |
| Telephone No. - N° de téléphone   | Facsimile No. - N° de télécopieur                 | E-mail address - Adresse courriel                                       | Date  |

## Instructions for completion of a Security Requirements Check List (SRCL)

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

### GENERAL - PROCESSING THIS FORM

The project authority shall arrange to complete this form.

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

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

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

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

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

### PART A - CONTRACT INFORMATION

#### Contract Number (top of the form)

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

**1. Originating Government Department or Organization**

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

**2. Directorate / Branch**

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

**3. a) Subcontract Number**

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

**b) Name and Address of Subcontractor**

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

**4. Brief Description of Work**

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

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

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

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

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

**6. Indicate the type of access required**

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

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

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

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

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

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

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

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

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

Departments must process SRCLs through PWGSC where:

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

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

**Canadian government information and/or assets**

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

**NATO information and/or assets**

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

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

**Foreign government information and/or assets**

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

**b) Release restrictions**

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

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

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

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

**c) Level of information**

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

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

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

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

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

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

**PART B - PERSONNEL (SUPPLIER)**

**10. a) Personnel security screening level required**

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

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

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

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

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

**Will unscreened personnel be escorted?**

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

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

**PART C - SAFEGUARDS (SUPPLIER)**

**11. INFORMATION / ASSETS**

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

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

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

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

**PRODUCTION**

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

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

**INFORMATION TECHNOLOGY (IT)**

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

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

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

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

**SUMMARY CHART**

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

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

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

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

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

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

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

**PART D - AUTHORIZATION**

**13. Organization Project Authority**

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

**14. Organization Security Authority**

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

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

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

**16. Procurement Officer**

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

**17. Contracting Security Authority**

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

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

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

### GÉNÉRALITÉS - TRAITEMENT DU PRÉSENT FORMULAIRE

Le responsable du projet doit faire remplir ce formulaire.

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

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

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

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

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

### PARTIE A - INFORMATION CONTRACTUELLE

#### Numéro du contrat (au haut du formulaire)

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

#### 1. Ministère ou organisme gouvernemental d'origine

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

#### 2. Direction générale ou Direction

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

#### 3. a) Numéro du contrat de sous-traitance

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

#### b) Nom et adresse du sous-traitant

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

#### 4. Brève description du travail

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

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

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

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

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



## 6. Indiquer le type d'accès requis

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

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

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

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

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

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

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

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

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

Les ministères doivent soumettre la LVERS à TPSGC lorsque:

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

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

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

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

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

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

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

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

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

### b) Restrictions relatives à la diffusion

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

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

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

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

**c) Niveau d'information**

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

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

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

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

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

Si la réponse est Oui, le fournisseur doit indiquer le titre abrégé du document, le numéro du document et le niveau de sensibilité. L'accès à des renseignements ou à des biens extrêmement délicats INFOSEC exigera que le fournisseur fasse l'objet d'une vérification Participation, contrôle et influence étrangers (PCIE) effectuée par la DSIC1.

**PARTIE B - PERSONNEL (FOURNISSEUR)**

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

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

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

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

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

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

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

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

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

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

**11. RENSEIGNEMENTS / BIENS :**

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

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

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

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

**PRODUCTION**

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

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

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

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

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

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

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

**TABLEAU RÉCAPITULATIF**

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

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

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

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

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

sécurité » au haut et au bas du formulaire.

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

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

**PARTIE D - AUTORISATION**

**13. Chargé de projet de l'organisme**

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

**14. Responsable de la sécurité de l'organisme**

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

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

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

**16. Agent d'approvisionnement**

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

**17. Autorité contractante en matière de sécurité**

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