

## INVITATION TO TENDER

**RETURN BIDS TO:**

**Bid Receiving / Agriculture and Agri-Food Canada**

Eastern Service Centre:  
aafc.escprocurement-cseapprovisionnement.aac@agr.gc.ca

**TENDER TO:**

**Agriculture and Agri-Food Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the construction listed herein and on any attached sheets at the price(s) set out therefor.

Comments
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Title Building 118 exterior re-painting - Central Experimental Farm		
Solicitation No. 01B46-23-102	Date 2023-08-16	
Client Reference No.		
File No. 01B46-23-102		
Solicitation Closes: Thursday, August 31, 2023, at 02:00 PM, EDT.		
F.O.B <input type="radio"/> Plant <input type="radio"/> Destination <input type="radio"/> Other		
Address Enquiries to: Jacques Toussaint		
Title: Contracting officer,		
Email: jacques.toussaint@agr.gc.ca		
Telephone Number	Ext.	Fax Number
438 455-8237		
Destination Central Experimental Farm 960 Carling Ottawa, Ontario Canada		

**Instructions: See Herein**

Delivery Required 2023-11-15	Delivery Offered	
Vendor / Firm Name and Address		
Telephone Number	Ext.	Fax Number
Name and title of person authorized to sign on behalf of Vendor / Firm (type or print)		
Signature	Date	

**ISSUING OFFICE**

Agriculture and Agri-Food Canada  
Eastern Service Centre  
Tender Receiving Unit  
2001 Robert-Bourassa Blvd., Suite 671-TEN  
Montréal, Quebec  
H3A 3N2



## TABLE OF CONTENTS

1. Invitation to Tender [AAC 5323](#)
2. Appendix "A" / General Instructions to Bidders [AAC 5313](#)
3. Appendix "B" / Special Instructions to Bidders [AAC 5301](#)
4. Appendix "C" / Bid and Acceptance Form [AAC 5320](#)
5. Appendix "D" / Major Works - General Conditions [AAC 5321](#)
6. Appendix "E" / Technical Specifications & Plans
7. Appendix "F" / Insurance Terms [AAC 5315](#)
8. Appendix "G" / Contract Documents [AAC 5322](#)
9. Appendix "H" / Contract [AAC 5324](#)

### Forms

- Bid Bond [AAC 5302](#)
- Certificate of Insurance [AAC 5314](#)
- Labour and Material Payment Bond [AAC 5304](#)
- Performance Bond [AAC 5303](#)
- T4-A Certification



## Appendix "A"

### GENERAL INSTRUCTIONS TO BIDDERS



## GENERAL INSTRUCTIONS TO BIDDERS

- [GI01](#) Completion of Bid
- [GI02](#) Identity or Legal Capacity of the Bidder
- [GI03](#) Applicable Taxes
- [GI04](#) Capital Development and Redevelopment Charges
- [GI05](#) Registry and Pre-qualification of Floating Plant
- [GI06](#) Listing of Subcontractors and Suppliers
- [GI07](#) Bid Security Requirements
- [GI08](#) Submission of Bid
- [GI09](#) Revision of Bid
- [GI10](#) Rejection of Bid
- [GI11](#) Bid Costs
- [GI12](#) Compliance with Applicable Laws
- [GI13](#) Approval of Alternative Materials
- [GI14](#) Conflict of Interest – Unfair Advantage
- [GI15](#) Integrity Provisions – Bid
- [GI16](#) Code of Conduct for Procurement – Bid

### **GI01 COMPLETION OF BID**

- 1) The bid shall be:
  - (a) submitted on the BID AND ACCEPTANCE FORM provided by AAFC with the bid package or on a clear and legible reproduced copy of such BID AND ACCEPTANCE FORM that must be identical in content and format to the BID AND ACCEPTANCE FORM provided by AAFC;
  - (b) based on the Bid Documents listed in the Special Instructions to Bidders;
  - (c) correctly completed in all respects;
  - (d) signed, with an original signature, by a duly authorized representative of the Bidder; and
  - (e) accompanied by
    - (i) bid security as specified in GI07; and
    - (ii) any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the bid.
- 2) Subject to paragraph 6) of GI10, any alteration to the pre-printed or pre-typed sections of the Bid and Acceptance Form, or any condition or qualification placed upon the bid shall be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Bid and Acceptance Form by the Bidder shall be initialed by the person or persons signing the bid. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.
- 3) Unless otherwise noted elsewhere in the Bid Documents, facsimile copies of bids are not acceptable.

## **GENERAL INSTRUCTIONS TO BIDDERS (Continued)**

### **GI02 IDENTITY OR LEGAL CAPACITY OF THE BIDDER**

- 1) In order to confirm the authority of the person or persons signing the bid or to establish the legal capacity under which the Bidder proposes to enter into Contract, any Bidder who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of

- (a) such signing authority; and
- (b) the legal capacity under which it carries on business;

prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this bid on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

### **GI03 APPLICABLE TAXES**

- 1) "Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

### **GI04 CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES**

- 1) For the purposes of GC1.8 LAWS, PERMITS AND TAXES in the General Conditions of the Contract, only fees or charges directly related to the processing and issuing of building permits shall be included. The Bidder shall not include any monies in the bid amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

### **GI05 REGISTRY AND PRE-QUALIFICATION OF FLOATING PLANT**

- 1) Dredges or other floating plant to be used in the performance of the Work must be of Canadian registry. For dredges or other floating plant that are not of Canadian make or manufacture, the Bidder must obtain a certificate of qualification from Industry Canada and this certificate must accompany the bid. Plant so qualified by Industry Canada may be accepted on this project.

### **GI06 LISTING OF SUBCONTRACTORS AND SUPPLIERS**

- 1) Notwithstanding any list of Subcontractors that the Bidder may be required to submit as part of the bid, the Bidder shall, within 48 hours of receipt of a notice to do so, submit all information requested in the said notice including the names of Subcontractors and Suppliers for the part or parts of the Work listed. Failure to do so shall result in the disqualification of its bid.

### **GI07 BID SECURITY REQUIREMENTS**

- 1) The Bidder shall submit bid security with the bid in the form of a bid bond or a security deposit in an amount that is equal to not less than 10 percent of the bid amount. Applicable Taxes shall not be included when calculating the amount of any bid security that may be required. The maximum amount of bid security required with any bid is \$2,000,000.00.

## GENERAL INSTRUCTIONS TO BIDDERS (Continued)

- 2) A bid bond shall be in an approved form <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494#appS>, properly completed, with original signature(s) and issued by an approved company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L: [Acceptable Bonding Companies](#).
- 3) A security deposit shall be an original, properly completed, signed where required and be either:
  - (a) a bill of exchange, bank draft or money order made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
  - (b) bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada;
- 4) For the purposes of subparagraph 3) (a) of GI07
  - (a) a bill of exchange is an unconditional order in writing signed by the Bidder 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;
  - (b) if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 4.c. of GI07, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and
  - (c) An approved financial institution is:
    - (i) a corporation or institution that is a member of the Canadian Payments Association as defined in the [Canadian Payments Act](#);
    - (ii) a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";
    - (iii) a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
    - (iv) a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the [Income Tax Act](#); or
    - (v) Canada Post Corporation.
- 5) Bonds referred to in subparagraph 3)(b) of GI07 shall be provided on the basis of their market value current at the date of solicitation closing, and shall be:
  - (a) payable to bearer;
  - (b) 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
  - (c) 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.

## GENERAL INSTRUCTIONS TO BIDDERS (Continued)

- 6) As an alternative to a security deposit an irrevocable standby letter of credit is acceptable to Canada and the amount shall be determined in the same manner as a security deposit referred to above.
- 7) An irrevocable standby letter of credit referred to in paragraph 6) of GI07 shall
  - (a) be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant) or on its own behalf,
    - (i) is to make a payment to, or to the order of, the Receiver General for Canada as the beneficiary;
    - (ii) is to accept and pay bills of exchange drawn by the Receiver General for Canada;
    - (iii) authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
    - (iv) authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
  - (b) state the face amount which may be drawn against it;
  - (c) state its expiry date;
  - (d) provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the Departmental Representative identified in the letter of credit by his/her office;
  - (e) provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
  - (f) provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600; pursuant to the ICC UCP; a credit is irrevocable even if there is no indication to that effect; and
  - (g) be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.
- 8) Bid security shall lapse or be returned as soon as practical following:
  - (a) the solicitation closing date, for those Bidders submitting non-compliant bids; and
  - (b) the administrative bid review, for those Bidders submitting compliant bids ranked fourth to last on the schedule of bids; and
  - (c) the award of contract, for those Bidders submitting the second and third ranked bids; and
  - (d) the receipt of contract security, for the successful Bidder; or
  - (e) the cancellation of the solicitation, for all Bidders.
- 9) Notwithstanding the provisions of paragraph 8) of GI07 and provided more than three compliant bids have been received, if one or more of the bids ranked third to first is withdrawn or rejected for whatever reason then Canada reserves the right to hold the security of the next highest ranked compliant bid in order to retain the bid security of at least three valid and compliant bids.

## **GENERAL INSTRUCTIONS TO BIDDERS (Continued)**

### **GI08 SUBMISSION OF BID**

- 1) The Bid and Acceptance Form, duly completed, and the bid security shall be enclosed and sealed in an envelope provided by the Bidder, and shall be addressed and submitted to the office designated on the INVITATION TO TENDER Form for the receipt of bids. The bid must be received on or before the date and time set for solicitation closing.
- 2) Unless otherwise specified in the Special Instructions to Bidders
  - (a) the bid shall be in Canadian currency;
  - (b) exchange rate fluctuation protection is not offered; and
  - (c) any request for exchange rate fluctuation protection shall not be considered.
- 3) Prior to submitting the bid, the Bidder shall ensure that the following information is clearly printed or typed on the face of the bid envelope:
  - (a) Solicitation Number;
  - (b) Name of Bidder;
  - (c) Return address; and
  - (d) Closing Date and Time.
- 4) Timely and correct delivery of bids is the sole responsibility of the Bidder.

### **GI09 REVISION OF BID**

- 1) A bid submitted in accordance with these instructions may be revised by letter or facsimile provided the revision is received at the office designated for the receipt of bids, on or before the date and time set for the closing of the solicitation. The letter or facsimile shall be on the Bidder's letterhead or bear a signature that identifies the Bidder;
- 2) A revision to a bid that includes unit prices must clearly identify the changes(s) in the unit price(s) and the specific item(s) to which each change applies.
- 3) A letter or facsimile submitted to confirm an earlier revision shall be clearly identified as a confirmation.
- 4) Failure to comply with any of the above provisions shall result in the rejection of the non-compliant revision(s) only. The bid shall be evaluated based on the original bid submitted and all other compliant revision(s).

### **GI10 REJECTION OF BID**

- 1) Canada may accept any bid, whether it is the lowest or not, or may reject any or all bids.
- 2) Without limiting the generality of paragraph 1) of GI10, Canada may reject a bid if any of the following circumstances is present:
  - (a) the Bidder, or any employee or subcontractor included as part of the bid, has been



## GENERAL INSTRUCTIONS TO BIDDERS (Continued)

convicted under Section 121 ("Frauds on the government" & "Contractor subscribing to election fund"), 124 "Selling or purchasing office"), 380 ("Fraud committed against Her Majesty") or 418 ("Selling defective stores to Her Majesty") of the Criminal Code of Canada, or under paragraph 80(1)(d) ("False entry, certificate or return"), subsection 80(2) ("Fraud against Her Majesty") or Section 154.01 ("Fraud against Her Majesty") of the *Financial Administration Act*;

- (b) the Bidder's bidding privileges are suspended or are in the process of being suspended;
  - (c) the bidding privileges of any employee or subcontractor included as part of the bid are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;
  - (d) the Bidder is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
  - (e) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
  - (f) evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
  - (g) with respect to current or prior transactions with Canada
    - (i) Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of its bid; or
    - (ii) Canada determines that the Bidder's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
- 3) In assessing the Bidder's performance on other contracts pursuant to subparagraph 2)(g)(ii) of GI10, Canada may consider, but not be limited to, such matters as:
- (a) the quality of workmanship in performing the Work;
  - (b) the timeliness of completion of the Work;
  - (c) the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
  - (d) the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
- 4) Without limiting the generality of paragraphs 1), 2) and 3) of GI10, Canada may reject any bid based on an unfavourable assessment of the:
- (a) adequacy of the bid price to permit the work to be carried out and, in the case of a bid providing prices per unit or a combination of lump sum and prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that

## **GENERAL INSTRUCTIONS TO BIDDERS (Continued)**

price applies;

- (b) Bidder's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
  - (c) Bidder's performance on other contracts.
- 5) Where Canada intends to reject a bid pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI10, other than subparagraph 2)(g) of IT10, the contracting authority will inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the bid rejection.
- 6) Canada may waive informalities and minor irregularities in bids received if Canada determines that the variation of the bid from the exact requirements set out in the Bid Documents can be corrected or waived without being prejudicial to other Bidders.

### **GI11 BID COSTS**

- 1) No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

### **GI12 COMPLIANCE WITH APPLICABLE LAWS**

- 1) By submission of a bid, the Bidder certifies that the Bidder has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the bid and entry into any ensuing contract for the performance of the work.
- 2) For the purpose of validating the certification in paragraph 1) of GI12, a Bidder shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the said request.
- 3) Failure to comply with the requirements of paragraph 2) of GI12 shall result in disqualification of the bid.

### **GI13 APPROVAL OF ALTERNATIVE MATERIALS**

- 1) When materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the bid shall be based on use of the named materials. During the solicitation period, alternative materials may be considered provided full technical data is received in writing by the Contracting Officer at least 10 calendar days prior to the solicitation closing date.

### **GI14 CONFLICT OF INTEREST - UNFAIR ADVANTAGE**

- 1) In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
- (a) if the Bidder, any of its subcontractors, any of their respective employees or former

## GENERAL INSTRUCTIONS TO BIDDERS (Continued)

employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;

- (b) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
- 2) The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
- 3) Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

### GI15 INTEGRITY PROVISIONS - BID

- 1) Ineligibility and Suspension Policy (the "Policy"), and all related Directives, are incorporated by reference into, and form a binding part of the procurement process. The Supplier must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).
- 2) Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
- 3) In addition to all other information required in the procurement process, the Supplier must provide the following:
  - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
  - b. with its bid / quote / proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
- 4) Subject to subsection 5, by submitting a bid / quote / proposal in response a request by AAFC, the Supplier certifies that:
  - a. it has read and understands the [Ineligibility and Suspension Policy](#);
  - b. it understands that certain domestic and foreign criminal charges and convictions, and

## GENERAL INSTRUCTIONS TO BIDDERS (Continued)

- other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
- c. it is aware that Canada may request additional information, certifications, and validations from the Supplier or a third party for purposes of making a determination of ineligibility or suspension;
  - d. it has provided with its bid / quote / proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
  - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
  - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- 5) Where a Supplier is unable to provide any of the certifications required by subsection 4, it must submit with its bid/ quote / proposal a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
- 6) Canada will declare non-responsive any bid / quote / proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Supplier provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Supplier to be ineligible for award of a contract for providing a false or misleading certification or declaration.

Ineligibility and Suspension Policy - <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>

Declaration form for procurement - <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>

### GI16 CODE OF CONDUCT FOR PROCUREMENT - BID

- 1) The Code of Conduct for Procurement provides that Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Bidder is certifying that it is complying with the Code of Conduct for Procurement. Failure to comply with the Code of Conduct for Procurement may render the bid non-responsive.



## Appendix "B"

### SPECIAL INSTRUCTIONS TO BIDDERS



## SPECIAL INSTRUCTIONS TO BIDDERS (SI)

- SI01 Bid Documents
- SI02 Enquiries during the Solicitation Period
- SI03 **Non-Mandatory Site Visit**
- SI04 Revision of Bid
- SI05 Bid Results
- SI06 Insufficient Funds
- SI07 Bid Validity Period
- SI08 Construction Documents
- SI09 Web Sites
- SI10 Personnel Security Requirements
- SI11 Certifications – Bid
- SI12 Rights of Canada

### SI01 **BID DOCUMENTS**

- 1) The following are the bid documents:
  - (a) INVITATION TO TENDER - Page 1 form AAFC / AAC5323-E;
  - (b) SPECIAL INSTRUCTIONS TO BIDDERS form AAFC / AAC5301-E;
  - (c) GENERAL INSTRUCTIONS TO BIDDERS form AAFC / AAC5313-E;
  - (d) Clauses and Conditions identified in “CONTRACT DOCUMENTS”;
  - (e) Drawings and Specifications;
  - (f) BID AND ACCEPTANCE form AAFC / AAC5320-E and any Appendices attached thereto; and,
  - (g) Any amendment issued prior to solicitation closing.

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

### SI02 **ENQUIRIES DURING THE SOLICITATION PERIOD**

- 1) Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the INVITATION TO TENDER - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI13 of the GENERAL INSTRUCTIONS TO BIDDERS, enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
- 2) To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
- 3) All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed **ONLY** to the Contracting Officer named on the INVITATION TO TENDER - Page 1. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a bid.

## SPECIAL INSTRUCTIONS TO BIDDERS (Continued)

### SI03 NON-MANDATORY SITE VISIT

- 1) There will be a site visit on Wednesday, August, 23, 2023 at 10:00  AM  PM EST.

Interested bidders are to meet at:

K.W. Neatby Building 20, 960 Carling Avenue Ottawa Ontario K1A 0C6.

### SI04 REVISION OF BID

- 1) A bid may be revised by letter, facsimile or e-mail in accordance with G109 of the GENERAL INSTRUCTIONS TO BIDDERS. The e-mail address for receipt of revisions is:

Email address [jacques.toussaint@agr.gc.ca](mailto:jacques.toussaint@agr.gc.ca)

### SI05 BID RESULTS

- 1) Following bid closing, bid results may be obtained from the bid receiving office by email at [jacques.toussaint@agr.gc.ca](mailto:jacques.toussaint@agr.gc.ca).

### SI06 INSUFFICIENT FUNDING

- 1) In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may:
- cancel the solicitation; or
  - obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; and/or
  - negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

### SI07 BID VALIDITY PERIOD

- 1) Canada reserves the right to seek an extension to the bid validity period prescribed in Clause 4 of the BID AND ACCEPTANCE Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
- 2) If the extension referred to in paragraph 1) of SI07 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
- 3) If the extension referred to in paragraph 1) of SI07 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either:
- continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - cancel the invitation to bid.
- 4) The provisions expressed herein do not in any manner limit Canada's rights in law or under G110 of the GENERAL INSTRUCTIONS TO BIDDERS.

## **SPECIAL INSTRUCTIONS TO BIDDERS (Continued)**

### **SI08 CONSTRUCTION DOCUMENTS**

- 1) The successful contractor will be provided with one paper copy of the sealed and signed plans, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a 

maximum of zero
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 ), will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

### **SI09 WEB SITES**

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Treasury Board Appendix L, Acceptable Bonding Companies

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appL>

Canadian economic sanctions

<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

### **SI10 PERSONNEL SECURITY REQUIREMENTS**

- 1) The successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work pursuant to the subsequent contract, must meet the following contract security requirements:
  - Personnel who are required to perform any part of the work must EACH hold a valid personnel security screening at the level of RELIABILITY STATUS, granted or approved by Agriculture and Agri-Food Canada. Until the security screening of the personnel has been completed satisfactorily by Agriculture and Agri-Food Canada, the Contractor/Subcontractor personnel MAY NOT perform contract work. Each of the proposed staff must complete "Security Clearance Form" (TBS 330-23E) upon request from Canada.

### **SI11 Certifications – Bid**

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### **SI12 Rights of Canada**

Canada reserves the right to:

- a) Reject any or all bids received in response to the bid solicitation;
- b) Enter into negotiations with bidders on any or all aspects of their bids;
- c) Accept any bid in whole or in part without negotiations;
- d) Cancel the bid solicitation at any time;
- e) Reissue the bid solicitation;
- f) If no compliant bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and
- g) Negotiate with the sole compliant Bidder to ensure best value to Canada.





## Appendix "C"

### BID AND ACCEPTANCE FORM

## BID AND ACCEPTANCE FORM

### CONSTRUCTION CONTRACT - MAJOR WORKS

<b>BA01 IDENTIFICATION</b>					
Description of the Work Central Experimental Farm of Agriculture and Agri-Food Canada (AAFC) located at 960 Carling in Ottawa, wishes to offer a contract to a general contractor for the set of works below:  Preparation and painting of the exterior of building 118, including Repair of damaged wood.					
Solicitation Number 01B46-23-102			File / Project Number 01B46-23-102		
<b>BA02 BUSINESS NAME AND ADDRESS OF BIDDER</b>					
Name					
Address					
Unit/Suite/Apt.	Street number	Number suffix	Street name	Street type	Street direction
PO Box or Route Number			Municipality (City, Town, etc.)	Province	Postal code
Phone number		Fax number		Email address	
<b>BA03 THE OFFER</b>					
1) The Bidder offers to Canada as represented by the Minister of Agriculture and Agri-food Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the Total Bid Amount of:  \$ _____ excluding Applicable Taxes (GST/HST/QST). (to be expressed in numbers only)					
<b>BA04 BID VALIDITY PERIOD</b>					
1) The bid shall not be withdrawn for a period of <u>60</u> days following the date of solicitation closing.					
<b>BA05 APPENDICES</b>					
1) The following appendices are included in this Bid and Acceptance Form: <input checked="" type="checkbox"/> Appendix 1 <input type="checkbox"/> COVID-19 Vaccination Requirement Certification					
<b>BA06 ACCEPTANCE AND CONTRACT</b>					
1) Upon acceptance of the Bidder's offer by Canada, a binding Contract shall be formed between Canada and the resulting Contractor. The documents forming the Contract shall be the contract documents referred to in SC01 CONTRACT DOCUMENTS.					
<b>BA07 CONSTRUCTION TIME</b>					
1) The Contractor shall perform and complete the Work <u>on or before 2023-11-15</u>					
<b>BA08 BID SECURITY</b>					
1) The Bidder shall enclose bid security with its bid in accordance with GI07 BID SECURITY REQUIREMENTS.					
2) If a security deposit is furnished as bid security, it shall be forfeited in the event that the bid is accepted by Canada and the Contractor fails to provide Contract Security in accordance with GC9 CONTRACT SECURITY, provided that Canada may, if it is in the public interest, waive the right of Canada to forfeiture any or all of the security deposit.					

**BA09 SIGNATURE**

Name and title of person authorized to sign on behalf of Bidder (type or print)	Name
	Title
	Signature _____ Date _____
	Name
	Title
Signature _____ Date _____	

**BA10 INTEGRITY PROVISIONS - LIST OF NAMES**

If the required list of names has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.


**BID AND ACCEPTANCE FORM**  
**CONSTRUCTION CONTRACT - MAJOR WORKS**  
**APPENDIX 1**

<b>UNIT PRICE TABLE</b>					
1) The Unit Price Table designates the Work to which a Unit Price Arrangement applies.					
2) The Price per Unit and the Estimated Total Price must be entered for each Item listed.					
Item No.	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity	Price per Unit (Applicable Taxes extra)	Estimated Total Price (Applicable Taxes extra)
1	Exterior repainting	N/A	N/A	N/A	
2	wood boards replacement	Linear feet	1000		
3	wood battens replacement	Linear feet	1000		
TOTAL ESTIMATED AMOUNT (Transfer amount to subparagraph 1(b) of BA03)					



## Appendix "D"

### MAJOR WORKS - GENERAL CONDITIONS

**MAJOR WORKS GENERAL CONDITIONS :**

GC1	GENERAL PROVISIONS	R2810D (2017-11-28)
GC2	ADMINISTRATION OF THE CONTRACT	R2820D (2016-01-28)
GC3	EXECUTION AND CONTROL OF THE WORK	R2830D (2018-11-28)
GC4	PROTECTIVE MEASURES	R2840D (2008-05-12)
GC5	TERMS OF PAYMENT	R2850D (2019-11-28)
GC6	DELAYS AND CHANGES IN THE WORK	R2865D (2019-05-30)
GC7	DEFAULT, SUSPENSION OR TERMINATION OF CONTRACT	R2870D (2018-06-21)
GC8	DISPUTE RESOLUTION	R2880D (2019-11-28)
GC9	CONTRACT SECURITY	R2890D (2018-06-21)
GC10	INSURANCE	R2900D (2008-05-12)

The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) manual, issued by Public Works and Government Services Canada (PWGSC). The SACC manual is available on the PWGSC web site:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Agriculture and Agri-Food Canada.



## Appendix "E"

### STATEMENT OF WORK

&

APPENDIX 1 and 2 (pictures and Project specific designated substances)

## INSTRUCTIONS TO BIDDERS

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### STATEMENT OF WORK

Agriculture & Agri-Food Canada (AAFC) to prospective proponents to submit proposals for the preparation and painting of the exterior of building 118, on Central Experimental Farm, 960 Carling Ottawa, Ontario.

#### 1.1 SCOPE OF WORK

##### Scraping and cleaning of surfaces

Scrape and clean surfaces with a scraper or other technique (non-mechanical) that minimizes the risk of contaminating the environment. The use of water pressure jets cannot be used, as they involve the management of potential contaminated water. The paint contains lead and all removal is to be completed in accordance to procedures outlined in appendix 2. The objective is not to strip the whole buildings, but to remove peeling paint that can be removed and to clean the surfaces so that the new paint adheres well. The contractor is responsible for capturing all paint that is scraped off the building and clean up work area as work progresses and site to be clean at the end of each work day.

##### Repair of damaged wood elements

After scraping and before preparing the surface for painting. Contractor to investigate and report any damaged wood or structure to AAFC Project Manager that require repairs (area affected, location, and estimated number of hours). AAFC Project Manager will assess the situation and confirm if the work can proceed. Do not initiate any work outside the scope of work until you have obtained the agreement of the AAFC-AAC project manager. As par of their bid the contractor will also submit unit pricing for replacing damaged board and batten siding per square foot.

Pricing to include replacement of 1000 liner feet of wood boards and 1000 liner feet of wood battens. As well as a line item for both indicating pricing for additional liner feet of replacement.

##### Painting of wooden surfaces

The Contractor to provide paint color sample to AAFC Project Officer for review and approval prior to commencing the work. Allow for one coat of primer and two coats of finish. Paint can be applied with a rollers, brushes and/or spray. The contractor shall comply with the manufacturer's instructions for the application of products (drying time, temperature, humidity, etc.). Contractor to take necessary measure to ensure paint spill or over spray does not occur on site.

##### Closet-out documents

A short report of the work shall be provided, including a list of products used (name of products, quantity used, types and uses, product no., color no., confirmation that the product is environmentally compliant, disposal slips for materials and hazardous materials, etc.), a list of minor repairs that have been made and some before/after photos.



# APPENDIX 1





Statement of Work / énoncé des travaux

CEF Integrated Services  
Services intégrés de la FEC





Statement of Work / énoncé des travaux

CEF Integrated Services  
Services intégrés de la FEC



# APPENDIX 1



**PROJECT SPECIFIC DESIGNATED SUBSTANCES SURVEY REPORT  
EXTERIOR REHABILITATION PROJEC  
BUILDING 118  
CENTRAL EXPERIMENTAL FARM, OTTAWA, ONTARIO**

**EHS<sup>P</sup> Project No.: 04-0004-21-014**

Prepared by:

EHS Partnerships Limited  
Suite 406, 2 Gurdwara Road  
Ottawa, Ontario  
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Prepared for:

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July 2021

Prepared by:

Adam Nguyen  
Project Coordinator

Reviewed by:

Trent Windsor, C.E.T.  
Partner

**CONFIDENTIAL**

Distribution:

1 PDF Copy – Agriculture and Agri-Food Canada  
1 Copy – EHS Partnerships Ltd.



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## EXECUTIVE SUMMARY

### INTRODUCTION

EHS Partnerships Limited (EHS<sup>P</sup>) was retained by Agriculture and Agri-Food Canada (AAFC) to conduct a Project Specific Designated Substances Survey (PSDSS) for the Exterior Rehabilitation Project at Building 118 located on the main campus of the Central Experimental Farm in Ottawa, Ontario.

EHS<sup>P</sup> understands that a PSDSS was required in order to identify any designated substances and hazardous materials that have the potential to be disturbed during the planned renovations at the Subject Property.

Fieldwork was conducted on June 29, 2021, by Adam Nguyen of EHS<sup>P</sup>. EHS<sup>P</sup> was responsible for the overall project parameters including, personnel coordination, supervision, sample collection, and reporting.

### SCOPE OF WORK

The scope of work included the following activities:

- Detailed site investigation of the Subject Property;
- Collection and analysis of three (3) suspect lead-containing surface coatings;
- Visual inspection and documentation of building materials and other hazardous materials including acrylonitrile, arsenic, benzene, ethylene oxide, isocyanates, mercury, mould, ozone depleting substances (ODS), polychlorinated biphenyls (PCBs), silica, and vinyl chloride;
- Review, interpretation, and organization of all field and laboratory data; and
- Preparation of a report outlining results, conclusions, and recommendations.

### CONCLUSIONS AND RECOMMENDATIONS

#### Asbestos

No potential asbestos containing materials were identified on the exterior of the building.

#### Lead

Lead was detected in the samples, but the concentrations are well below the EACO “virtually safe” limit of 1,000 ppm.

#### Silica

Silica is presumed to present in the concrete at the Site. Measures prescribed in the Ministry of Labour’s Guideline titled Silica on Construction Projects should be followed during the alteration of silica-containing materials.

#### Other Designated Substances and Hazardous Materials

No other hazardous materials or designated substances were identified in the Project Area.

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## TABLE OF CONTENTS

EXECUTIVE SUMMARY .....	i
1.0 INTRODUCTION .....	1
2.0 SCOPE OF WORK.....	1
3.0 REGULATIONS, STANDARDS, AND GUIDELINES .....	1
3.1.2 Provincial Regulations.....	2
3.2 Asbestos-Containing Materials (ACM).....	2
3.2.1 Federal Regulations and Guidelines .....	2
3.2.2 Provincial Regulations.....	3
3.3 Lead .....	3
3.4 Silica .....	3
3.5 Polychlorinated Biphenyls (PCBs).....	4
3.6 Halocarbons .....	4
3.7 Mercury .....	4
3.8 Designated Substances .....	4
4.0 METHODOLOGY .....	4
4.1 Lead .....	4
4.2 Other Designated Substances and Hazardous Materials.....	4
5.0 FINDINGS.....	4
5.1 Asbestos.....	4
5.2 Lead .....	4
5.3 Silica .....	5
5.4 Other Designated Substances .....	5
6.0 CONCLUSIONS AND RECOMMENDATIONS .....	5
6.1 Lead .....	5
6.2 Silica .....	6
7.0 LIMITATIONS.....	6

## LIST OF APPENDICES

Appendix A: Analytical Results

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## 1.0 INTRODUCTION

EHS Partnerships Limited (EHSP) was retained by Agriculture and Agri-Food Canada (AAFC) to conduct a Project Specific Designated Substances Survey (PSDSS) for the Exterior Rehabilitation Project at Building 118 located on the main campus of the Central Experimental Farm in Ottawa, Ontario.

EHSP understands that a PSDSS was required to identify any designated substances and hazardous materials that have the potential to be disturbed before and/or during the planned renovations in the Subject Property.

The defined Project Area included the entire exterior of Building 118.

Fieldwork was conducted on June 29, 2021, by Adam Nguyen of EHSP. EHSP was responsible for the overall project parameters including, personnel coordination, supervision, sample collection, and reporting.

## 2.0 SCOPE OF WORK

The scope of work included the following activities:

- Detailed site investigation of the Subject Property;
- Collection and analysis of three (3) suspect lead-containing surface coatings;
- Visual inspection and documentation of building materials and other hazardous materials including acrylonitrile, arsenic, benzene, ethylene oxide, isocyanates, mercury, mould, ozone depleting substances (ODS), polychlorinated biphenyls (PCBs), silica, and vinyl chloride;
- Review, interpretation, and organization of all field and laboratory data; and
- Preparation of a report outlining results, conclusions, and recommendations.

## 3.0 REGULATIONS, STANDARDS, AND GUIDELINES

For the purposes of this report, the most stringent of the following federal and provincial requirements will be followed where applicable.

### 3.1.1 Federal Regulations and Guidelines

The Subject Property is occupied by employees of the CBSA. Occupational Health and Safety (OHS) for federal employees is regulated by the Canada Labour Code (CLC) Part II and The Canada Occupational Health and Safety Regulations (COHSR), Part X, Hazardous Substances.

According to subsection 122. (1) of Part II of the CLC, hazardous substance is defined as: “a controlled product and a chemical, biological or physical agent that, by reason of a property that the agent possesses, is hazardous to the safety or health of a person exposed to it”. If there is a likelihood that the health or safety of an employee in a workplace is or may be endangered by exposure to a hazardous substance, the employer shall, without delay:

1. appoint a qualified person to carry out an investigation in that regard; and
2. for the purposes of providing for the participation of the workplace committee or the health and safety representative in the investigation, notify either of the proposed investigation and of the name of the qualified person appointed to carry out that investigation.

### 3.1.2 Provincial Regulations

In Ontario, a designated substance survey (DSS) is required under section 30 of the Occupational Health and Safety Act (OHSA) R.S.O 1990, enforced by the Ontario Ministry of Labour prior to the undertaking of a renovation or demolition in an area that may contain dangerous or hazardous building materials.

Designated substances in Ontario are defined in accordance with OHSA as a biological, chemical, or physical agent or combination thereof as a designated substance to which the exposure of a worker is prohibited, regulated, restricted, limited or controlled. Under section 30 of OHSA – “Duty of Project Owners”, owners are required to determine if designated substances are present at a project site and disclose this information to project participants. The 11 designated substances in Ontario are:

Acrylonitrile	Coke oven emissions	Mercury
Arsenic	Ethylene oxide	Silica
Asbestos	Isocyanates	Vinyl chloride
Benzene	Lead	

Designated substances that individuals are likely to be exposed to during construction projects include asbestos, lead, mercury, and silica. The Ontario Ministry of Labour provides guidance regarding these substances during construction in the following documents:

- Ontario Regulation 490/09 (O.Reg. 490/09): Designated Substances;
- Ontario Regulation 278/05 (O.Reg. 278/05): Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations;
- Guideline – Silica on Construction Projects, Ministry of Labour 2004; and,
- Guideline – Lead on Construction Projects, Ministry of Labour 2004.

## 3.2 Asbestos-Containing Materials (ACM)

### 3.2.1 Federal Regulations and Guidelines

The COHSR, Part X, Hazardous Substances covers specific requirements related to the management and control of asbestos-containing materials (ACM). There are also specific requirements for hazard prevention detailed in the Hazard Prevention Program (HPP) in the CLC. The asbestos management requirements in federally owned or leased buildings and facilities is also provided by the federal government in the National Joint Council Occupational Health and Safety Directive (NJC OHS), Part XI – Hazardous Substances, 11.6 Asbestos Management. Currently the NJC OHS Directive directs federal departments to follow the Public Services and Procurement Canada (PSPC) Asbestos Management Standard (AMS) that was released in June 2017.

The following documents will be referenced in this report:

- Canada Labour Code, *Canada Occupational Health and Safety Regulations Part X, Hazardous Substances*; SOR/86-304, 2017-06-20 (or most current version);
- Public Services and Procurement Canada Asbestos Management Standard, June 2017 (or most current version);
- National Joint Council Occupational Health and Safety Directive (NJC OHS), Part XI – Hazardous Substances, 11.6 Asbestos Management, January 1, 2001 (or most current version);
- Transport Canada, *Transport of Dangerous Goods Regulations*;
- Federal Halocarbon Regulations, 2003; and
- PCB Regulations SOR /2008-273.

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### 3.2.2 Provincial Regulations

ACM are also regulated under the Ontario Regulation 278/05 Asbestos on Construction Projects and in Buildings and Repair Operations (O.Reg. 278/05). The Regulation provides definitions, outlines assessment requirements, and procedures for the handling of ACM. O.Reg. 278/05 defines an ACM as a “material that contains 0.5 per cent or more asbestos by dry weight.” The Regulation defines a friable material as “a material that, when dry, can be crumbled, pulverized or powdered by hand pressure.” Subsection 3 (3) Table 1 of the Regulation determines the minimum required number of samples per material to be collected during an assessment. The Regulation also lists information that is required for the constructor or employer to provide to any worker involved with ACM or suspect ACM at the work site. This information includes the location of the ACM, its friability, and in the case of sprayed-on ACM the specified type of asbestos.

All ACM that may be disturbed must be removed to the extent practicable and will be subject to special handling and disposal. O. Reg. 278/05 classifies asbestos removal into either Type 1, Type 2, or Type 3 operations. Where Type 1 operations have the lowest exposure risk, and Type 3 operations have the highest potential to generate concentrations of airborne asbestos fibres.

### 3.3 Lead

Ontario Regulation 490/09 – Designated Substances (O. Reg. 490/09) applies to every employer and worker at a workplace where lead is present, and at which the worker is likely to be exposed to lead. In the province of Ontario, the regulations or guidelines do not provide a specific definition for a lead containing paint. The Canadian Federal Government has been limiting the amount of lead in paint to 0.5 % (5,000 ppm)<sup>1</sup> since 1976. The Surface Coating Materials Regulation (SOR/2016-193), pursuant to the 2005 Hazardous Products Act, indicates that under Canadian federal law a paint containing more than 0.009 % (90 ppm) of lead are considered lead-containing paint. However, this is a value to keep the lead concentration in surface coatings as low as possible and should not be confused with health-based standards which correlates to acceptable blood lead levels. The Guideline for Lead on Construction Projects (Ontario Ministry of Labour 2004) indicates that the disturbance of any painted surface is subject to the guideline to ensure that airborne levels of lead are maintained below the Ontario Time Weighted Average (TWA) of 0.05 mg/m<sup>3</sup>.

Other organizations such as the Environmental Abatement Council of Ontario (EACO) have determined a “Virtually Safe” level for paints and coatings. The EACO virtually safe level indicates that paints or surface coatings containing less than or equal to 0.1% lead by weight (1,000 ppm) are considered low-level lead paints or coatings. If these materials are disturbed in a non-aggressive manner, where the airborne levels will remain below the Ontario TWA, then worker protection from the inhalation of lead is not required.

For the purposes of this assessment, paints identified to contain concentrations of lead greater than 90 ppm are considered lead-containing. Paints above 1,000 ppm are in exceedance of the Virtually Safe levels and have a potential of creating worker exposure values over 50% of the TWA.

### 3.4 Silica

Exposure to airborne silica is regulated under Ontario Regulation 845/90 Designated Substance – Silica. Silica dust may be generated and become airborne during construction activities including blasting, grinding, crushing, and sandblasting silica-containing materials. The Ontario Ministry of Labour’s guideline document “Silica on Construction Projects” outlines precautions that must be taken to prevent silica-containing particles from becoming airborne during such activities.

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<sup>1</sup> 1 Hazardous Products Act Liquid Coating Materials (SOR/93-234), Health and Welfare Canada, 1976

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### **3.5 Polychlorinated Biphenyls (PCBs)**

Canadian federal regulation SOR/2008/-273 PCB Regulations, and Ontario Regulations 347/90 General – Waste Management and 362/90 Waste Management – PCB’s, outline the requirements for handling, storage, and removal of equipment containing PCBs.

### **3.6 Halocarbons**

The use and handling of halocarbons in refrigeration, air conditioning, fire-extinguishing and solvent systems on federal lands are controlled by the Federal Halocarbon Regulations, 2003.

### **3.7 Mercury**

Dangerous Goods Handling and Transportation Act, Classification Criteria for Products, Substances and Organisms Regulation (M.R. 282/87), Dangerous Goods Handling and Transportation Regulation (M.R. 55/2003) Generator, Registration and Carrier Licensing Regulation (M.R. 175/87), and Manifest Regulation (M.R. 139/88).

### **3.8 Designated Substances**

All remaining designated substances and hazardous materials outlined in this report are defined under the Occupational Safety and Health Act (OSHA). These include the following designated substances: acrylonitrile, arsenic, benzene, coke oven emissions, ethylene oxide, isocyanates, and vinyl chloride.

## **4.0 METHODOLOGY**

### **4.1 Lead**

EHS<sup>P</sup> conducted a lead containing materials survey as part of the PSDSS to identify any lead-containing materials that have the potential to be disturbed as part of the project. Samples suspected of containing lead were submitted under chain of custody to Paracel Laboratories Ltd. of Ottawa, Ontario for lead analysis via Metals by ICP-OES.

### **4.2 Other Designated Substances and Hazardous Materials**

All other potential designated substances and/or hazardous materials identified throughout the Subject Property that may be disturbed as part of the renovation were visually identified and documented.

## **5.0 FINDINGS**

### **5.1 Asbestos**

No potential asbestos containing materials were identified on the exterior of the building and as such, no samples were collected for asbestos analysis.

### **5.2 Lead**

EHS<sup>P</sup> conducted a lead containing materials assessment as part of the DSS to identify any lead-containing materials that have the potential to be disturbed as part of the project throughout the Subject Property.

A total of three (3) paint samples were collected as part of the assessment. The analytical results of the lead paint analysis are summarized in Table 5.2.1. and the laboratory report is presented in Appendix A.

**Table 5.2.1: Laboratory Analytical Results – Suspect Lead Paint  
Exterior Building 118**

Sample ID	Material Description	Location	Lead Concentration (ppm)	Classification
Pb-01	Red Paint	Siding	174	Lead-Containing
Pb-02	Grey Paint	Doors and Window shutters	85	N/A
Pb-03	White Paint	Windows and Door Frames	15	N/A

For the purposes of this assessment, surface coatings and paints identified to contain concentrations of lead greater than 90 ppm are considered lead-containing. Surface coatings and paints are considered lead-based if concentrations of lead are greater than 5,000 ppm. Surface coatings and paints identified to contain concentrations of lead greater than 1,000 ppm are in exceedance of the EACO “virtually safe” limit.

Based on the analytical results lead was detected above the 90 ppm in sample Pb-01, but the concentrations are below the EACO “virtually safe” limit of 1,000 ppm.

### 5.3 Silica

EHS<sup>P</sup> conducted a silica containing materials assessment as part of the DSS to identify any silica-containing materials that have the potential to be disturbed as part of the project throughout the Subject Property. The concrete foundation and stone veneer are presumed to contain silica.

### 5.4 Other Designated Substances

No other designated substances or potential hazardous materials were identified in the Project Area.

## 6.0 CONCLUSIONS AND RECOMMENDATIONS

The Occupational Health and Safety Act requires building owners and their agents to notify all employees, and contractors of the presence of designated substances at the Subject Property and that precautions are taken to protect worker’s safety during construction or renovations of the Subject Property.

### 6.1 Lead

Lead was detected at a concentration slightly above 90 ppm, but well below the EACO virtually safe criteria of 1000 ppm.

Based on the results no additional measures or precautions are required to protect the workers from airborne lead provided the surface preparation is conducted using nonaggressive methods. Aggressive methods would include media blasting, or the use of power tools that are not equipped with a HEPA dust collection system.

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Waste generated from the surface preparation activities must undergo Toxicity characteristic Leaching Procedure testing to classify the waste. If the concentration of lead exceeds that of the leachate quality criteria then waste must be classified as hazardous and must be disposed of at a landfill that accepts hazardous waste in accordance with O. Reg 347, as amended.

## **6.2 Silica**

Silica containing building materials were observed throughout the Subject Property. The precautions, measures and engineering controls outlined in Ministry of Labour “Guideline – Silica on Construction Projects” must be followed during the disturbance of these materials.

## **7.0 LIMITATIONS**

The conclusions and recommendations contained in this assessment report are based upon professional opinions regarding the subject matter. These opinions are in accordance with currently accepted environmental assessment standards and practices applicable to these locations and are subject to the following inherent limitations:

1. The data and findings presented in this report are valid as of the dates of the investigations. The passage of time, manifestation of latent conditions or occurrence of future events may warrant further exploration at the properties, analysis of the data, and re-evaluation of the findings, observations, and conclusions expressed in this report.
2. The data reported and the findings, observations and conclusions expressed in this report are limited by the Scope of Work. The Scope of Work was defined by the request of the client, the time and budgetary constraints imposed by the client, and availability of access to the properties.
3. Because of the limitations stated above, the findings, observations and conclusions expressed by EHS<sup>P</sup> in this report are not, and should not be, considered an opinion concerning compliance of any past or present owner or operator of the site with any federal, provincial, or local laws or regulations.
4. No warranty or guarantee, whether expressed or implied, is made with respect to the data or the reported findings, observations, and conclusions, which are based solely upon site conditions in existence at the time of investigation.
5. EHS<sup>P</sup> assessment reports present professional opinions and findings of a scientific and technical nature. While attempts were made to relate the data and findings to applicable environmental laws and regulations, the report shall not be construed to offer legal opinion or representations as to the requirements of, nor compliance with, environmental laws, rules, regulations, or policies of federal, provincial, or local governmental agencies. Any use of the assessment report constitutes acceptance of the limits of EHS<sup>P</sup>'s liability. EHS<sup>P</sup>'s liability extends only to its client and not to other parties who may obtain this assessment report. Issues raised by the report should be reviewed by appropriate legal counsel.



## **Appendix A**

### **Analytical Results**

Project Specific Designated Substances Survey  
Agriculture and Agri-Food Canada  
Building 118 – Exterior Rehabilitation Project  
Central Experimental Farm, Ottawa, Ontario  
EHS<sup>P</sup> Project No.: 04-0004-21-014

## Certificate of Analysis

### EHS Partnerships Ltd. (Ottawa)

406-2 Gurdwara  
Ottawa, ON K2E 1A2  
Attn: Adam Nguyen

Client PO: Building 118  
Project: 04-0004-21-014  
Custody: 57341

Report Date: 6-Jul-2021  
Order Date: 29-Jun-2021

**Order #: 2127314**

This Certificate of Analysis contains analytical data applicable to the following samples as submitted:

Parcel ID	Client ID
2127314-01	Pb01 - Red Siding
2127314-02	Pb02 - Grey Doors/Window Shutters
2127314-03	Pb03 - White Frames

Approved By:



Mark Foto, M.Sc.  
Lab Supervisor

Any use of these results implies your agreement that our total liability in connection with this work, however arising shall be limited to the amount paid by you for this work, and that our employees or agents shall not under circumstances be liable to you in connection with this work

Certificate of Analysis  
Client: EHS Partnerships Ltd. (Ottawa)  
Client PO: Building 118

Report Date: 06-Jul-2021  
Order Date: 29-Jun-2021  
Project Description: 04-0004-21-014

**Analysis Summary Table**

Analysis	Method Reference/Description	Extraction Date	Analysis Date
Metals, ICP-MS	EPA 6020 - Digestion - ICP-MS	6-Jul-21	6-Jul-21

**Qualifier Notes:**

None

**Sample Data Revisions**

None

**Work Order Revisions/Comments:**

None

**Other Report Notes:**

n/a: not applicable  
ND: Not Detected  
MDL: Method Detection Limit  
Source Result: Data used as source for matrix and duplicate samples  
%REC: Percent recovery.  
RPD: Relative percent difference.

Certificate of Analysis  
 Client: EHS Partnerships Ltd. (Ottawa)  
 Client PO: Building 118

Report Date: 06-Jul-2021  
 Order Date: 29-Jun-2021  
 Project Description: 04-0004-21-014

### Sample Results

<b>Lead</b>					<b>Matrix: Paint</b>	
Parcel ID	Client ID	Sample Date	Units	MDL	Result	
2127314-01	Pb01 - Red Siding	29-Jun-21	ug/g	5	174	
2127314-02	Pb02 - Grey Doors/Window Shutters	29-Jun-21	ug/g	5	85	
2127314-03	Pb03 - White Frames	29-Jun-21	ug/g	5	15	

### Laboratory Internal QA/QC

Analyte	Result	Reporting Limit	Units	Source Result	%REC	%REC Limit	RPD	RPD Limit	Notes
<b>Matrix Blank</b>									
Lead	ND	5	ug/g						
<b>Matrix Duplicate</b>									
Lead	343	5	ug/g	441			25.10	50	
<b>Matrix Spike</b>									
Lead	70.2	5.00	ug/g	17.7	105	70-130			

Parcel ID: 2127314



Parcel Order Number  
(Lab Use Only)

2127314

Chain Of Custody  
(Lab Use Only)

No 57341

Client Name: **EHSP**  
 Contact Name: **Adam Nyg**  
 Address: \_\_\_\_\_  
 Telephone: **613 408 0207**

Project Ref: **Building 118**  
 Quote #: \_\_\_\_\_  
 PO #: **contract 04-0004-21-014**  
 E-mail: **Adam cc: front**

Page **1** of **1**  
 Turnaround Time  
 1 day       3 day  
 2 day       Regular  
 Date Required: \_\_\_\_\_

Regulation 153/04		Other Regulation		Matrix Type: S (Soil/Sed.) GW (Ground Water) SW (Surface Water) SS (Storm/Sanitary Sewer) P (Paint) A (Air) O (Other)		Required Analysis								
<input type="checkbox"/> Table 1	<input type="checkbox"/> Res/Park	<input type="checkbox"/> Med/Fine	<input type="checkbox"/> REG 558	<input type="checkbox"/> PWQO	Matrix	Air Volume	# of Containers	Sample Taken	Pb (lead)					
<input type="checkbox"/> Table 2	<input type="checkbox"/> Ind/Comm	<input type="checkbox"/> Coarse	<input type="checkbox"/> CCME	<input type="checkbox"/> MISA										
<input type="checkbox"/> Table 3	<input type="checkbox"/> Agri/Other		<input type="checkbox"/> SU - Sani	<input type="checkbox"/> SU - Storm										
<input type="checkbox"/> Table _____		Mun: _____												
For RSC: <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Other: _____												
Sample ID/Location Name														
1	Pb01 - red siding			P			6/29/21	10:30 am	α					
2	Pb02 - gray doors/window shutters			P			↓	↓	α					
3	Pb03 - white frames			P			↓	↓	α					
4														
5														
6														
7														
8														
9														
10														

Comments: \_\_\_\_\_

Method of Delivery: **Walking**

Relinquished By (Sign): <b>Adam</b>	Received By Driver/Driver: <b>[Signature]</b>	Received at Lab: <b>[Signature]</b>	Verified By: <b>[Signature]</b>
Relinquished By (Print): <b>Adam N</b>	Date/Time: <b>06/29/21 10:37 am</b>	Date/Time: <b>June 29/21 1:40 pm</b>	Date/Time: <b>June 29, 2021 17:10</b>
Date/Time: <b>6/29/21</b>	Temperature: _____ °C	Temperature: _____ °C	pH Verified: <input type="checkbox"/> By: _____



## Appendix "F"

### INSURANCE TERMS



## INSURANCE TERMS

### IN1 GENERAL

- IN1.1 Worker's Compensation
- IN1.2 Indemnification
- IN1.3 Proof of Insurance
- IN1.4 Insured
- IN1.5 Payment of Deductible

### IN2 COMMERCIAL GENERAL LIABILITY

- IN2.1 Scope of Policy
- IN2.2 Period of Insurance

### IN3 AUTOMOBILE INSURANCE

- IN3.1 Scope of Policy

### IN4 BUILDER'S RISK / INSTALLATION FLOATER

- IN4.1 Scope of Policy
- IN4.2 Amount of Insurance
- IN4.3 Period of Insurance
- IN4.4 Insurance Proceeds

## IN1 GENERAL

### IN1.1 Worker's Compensation

- 1) The Contractor shall provide and maintain Worker's Compensation Insurance in accordance with the legal requirements of the Province or Territory where the work is being carried out.

### IN1.2 Indemnification

- 1) The insurance required by the provisions of these Insurance Terms shall in no way limit the Contractor's responsibility under the Indemnification clause of the General Conditions of the contract. Any additional coverage the Contractor may deem necessary to fulfill his obligations under the aforesaid clause shall be at his own discretion and expense.

### IN1.3 Proof of Insurance

- 1) Before commencement of the Work, and within thirty (30) days after acceptance of its bid, the Contractor shall deposit with Canada a CERTIFICATE OF INSURANCE (form AAFC / AAC5314) available upon request.
- 2) In the event that the Contractor already possesses an insurance certificate clearly demonstrating that their insurance coverage meets IN2.1 Scope of Policy provisions, then the Contractor may deposit an original copy of this insurance certificate.
- 3) Upon request by Canada, the Contractor shall provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the provisions contained herein.

### IN1.4 Insured

- 1) Each policy shall insure the Contractor and shall include Her Majesty the Queen in right of Canada, represented by the Minister of Agriculture & Agri-Food Canada as an additional Insured, with respect to liability arising out of the operations of the contractor with regard to the work.

## **INSURANCE TERMS (Continued)**

### **IN1.5 Payment of Deductible**

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

## **IN2 COMMERCIAL GENERAL LIABILITY**

### **IN2.1 Scope of Policy**

- 1) The insurance coverage provided shall not be less than that provided by IBC Form 2100, as amended from time to time, and shall have:
  - (a) an Each Occurrence Limit of not less than \$5,000,000.00 ;
  - (b) a Products/Completed Operations Aggregate Limit of not less than \$5,000,000.00 ; and
  - (c) a General Aggregate Limit of not less than \$10,000,000.00 per policy year, if the policy is subject to such a limit.
- 2) The policy shall either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:
  - (a) Blasting.
  - (b) Pile driving and caisson work.
  - (c) Underpinning.
  - (d) Removal or weakening of support of any building or land whether such support be natural or otherwise if the work is performed by the insured contractor.
  - (e) Asbestos.
  - (f) Non-owed Automobile Policy.

### **IN2.2 Period of Insurance**

- 1) Unless otherwise directed in writing by Canada, or, otherwise stipulated elsewhere herein, the policy required herein shall be in force and be maintained from the date of contract award until the day of issue of the Certificate of Completion except that the coverage for Completed Operations Liability shall, in any event, be maintained for a period of at least six (6) years beyond the date of the CERTIFICATE OF SUBSTANTIAL PERFORMANCE.

## **IN3 AUTOMOBILE INSURANCE**

### **IN3.1 Scope of Policy**

- 1) Automobile Liability Insurance in respect of licensed vehicles shall have limits of not less than one million dollars inclusive per occurrence for bodily injury, death, and damage to property.



## **INSURANCE TERMS (Continued)**

### **IN4 BUILDER'S RISK / INSTALLATION FLOATER**

#### **IN4.1 Scope of Policy**

- 1) The insurance coverage provided by a Builder's Risk policy or an Installation Floater policy shall not be less than that provided by IBC Forms 4042 and 4047, as amended from time to time.
- 2) The policy shall permit use and occupancy of the project, or any part thereof, where such use and occupancy is for the purposes for which the project is intended upon completion.
- 3) The policy may exclude or be endorsed to exclude coverage for loss or damage caused by any of the following:
  - (a) Asbestos.
  - (b) Fungi or spores.
  - (c) Cyber.
  - (d) Terrorism.

#### **IN4.2 Amount of Insurance**

- 1) The amount of insurance shall not be less than the sum of the contract value plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy shall be changed to reflect the revised contract value.

#### **IN4.3 Period of Insurance**

- 1) Unless otherwise directed in writing by Canada, or, stipulated elsewhere herein, the policy required herein shall be in force and be maintained from prior to the commencement of work until the day of issue of the CERTIFICATE OF SUBSTANTIAL PERFORMANCE.

#### **IN4.4 Insurance Proceeds**

- 1) The policy shall provide that the proceeds thereof are payable to Her Majesty or as Canada may direct in accordance with GC 10.2 Insurance Proceeds.
- 2) The Contractor shall, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.



## Appendix "G"

### CONTRACT DOCUMENTS



## MAJOR WORKS - CONTRACT DOCUMENTS

### SC01 CONTRACT DOCUMENTS

- 1) The following are the contract documents:
  - (a) Contract page when signed by Canada;
  - (b) Duly completed Bid and Acceptance Form and any Appendices attached thereto;
  - (c) Drawings and Specifications;
  - (d) AAFC General Conditions form AAFC / AAC5321-E:
    - (i) GC1 General Provisions
    - (ii) GC2 Administration of the Contract
    - (iii) GC3 Execution and Control of the Work
    - (iv) GC4 Protective Measures
    - (v) GC5 Terms of Payment
    - (vi) GC6 Delays and Changes in the Work
    - (vii) GC7 Default, Suspension or Termination of Contract
    - (viii) GC8 Dispute Resolution
    - (ix) GC9 Contract Security
    - (x) GC10 Insurance
  - (e) Supplementary Conditions, if any;
  - (f) Insurance Terms form AAFC / AAC5315-E;
  - (g) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - (h) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - (i) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2) The language of the contract documents shall be the language of the Bid and Acceptance Form submitted.

### SC02 ACCEPTANCE AND CONTRACT

- 1) Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents referred to in SC01 CONTRACT DOCUMENTS.



Appendix "H"

CONTRACT

## CONTRACT

Select Purchasing Office:

**Your tender is accepted** to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the construction listed herein and on any attached sheets at the price or prices set out therefor.

Comments

Vendor / Firm Name and Address

Title		
Solicitation / Contract No.		Date
Client Reference No.		
File No.		
Financial Code(s)		<input type="radio"/> GST <input type="radio"/> HST <input type="radio"/> QST
F.O.B Destination		
Applicable Taxes Included		
Destination		
Invoices - Original and two copies to be sent to :		
Address Enquiries to:		
Telephone No.	Ext.	Fax No.
Total Estimated Cost		Currency Type CAD
For the Minister		
Signature _____		Date(YYYY-MM-DD) _____



## FORMS

- Bid Bond
- Certificate of Insurance
- Labour and Material Payment Bond
- Performance Bond
- T4-A Certification

## BID BOND

**BOND NUMBER:** \_\_\_\_\_

**AMOUNT:** \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_ as Principal,  
hereinafter called the Principal, and \_\_\_\_\_ as Surety,

hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto Her Majesty the Queen in right of Canada as represented by the Minister of Agriculture and Agri-Food, as Oblige, hereinafter called the Crown, in the amount of

\_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WHEREAS, the Principal has submitted a written tender to the Crown, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,

for \_\_\_\_\_

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if:

- (a) the Principal, should his tender be accepted within the period specified by the Crown, or, if no period be specified, within sixty (60) days after closing date of the tender, does execute within a period specified by the Crown, or, if no period be specified therein, within fourteen (14) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the tender as accepted, and does furnish a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract price and satisfactory to the Crown, or other security acceptable to the Crown, or
- (b) the Principal does pay to the Crown the difference between the amount of the Principal's tender and the amount of the Contract entered into by the Crown for the work, supplies and services which were specified in the said tender, if the latter amount be in excess of the former,

then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that the Surety and the Principal shall not be liable to the Crown for an amount greater than the amount specified in this bond.

PROVIDED FURTHER that the Surety shall not be subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety

Note: Affix Corporate seal if applicable.

## CERTIFICATE OF INSURANCE

To be completed by the Insurer

CONTRACT						
Description and location of work					Contract No.	
					Project No.	
INSURER			BROKER			
Company name			Company name			
Unit/Suite/Apt.	Street number	Number suffix	Unit/Suite/Apt.	Street number	Number suffix	
Street name			Street name			
Street type	Street direction	PO Box or Route Number	Street type	Street direction	PO Box or Route Number	
Municipality (City, Town, etc.)			Municipality (City, Town, etc.)			
Province/State	Postal/ZIP code		Province/State	Postal/ZIP code		
INSURED			ADDITIONAL INSURED			
Contractor name			Her Majesty the Queen in right of Canada as represented by the Minister of Agriculture and Agri-Food Canada.			
Unit/Suite/Apt.	Street number	Number suffix				
Street name						
Street type	Street direction	PO Box or Route Number				
Municipality (City, Town, etc.)						
Province/State	Postal/ZIP code					
POLICY						
Scope of Policy	Number	Inception Date	Expiry Date	Limit of Liability		
				Per Occurrence	General Aggregate Limit	Products / Completed Operations Aggregate Limit
Commercial General Liability						
Builder's Risk "All Risks"/ Installation Floater "All Risks"						
Automobile Insurance				(not less than \$1,000,000.00 inclusive per occurrence)		
Other (list)						
Each of these policies includes the coverages and provisions as specified in Insurance Terms and each policy has been endorsed to cover Her Majesty as an Additional Insured. The Insurer agrees to notify Her Majesty and the Named insured in writing thirty (30) days prior to any material change in, or cancellation of any policy or coverage.						
_____ Name of Insurer's Officer or Authorized Employee			_____ Telephone number		_____ Ext.	
_____ Signature			_____ Date			



## LABOUR AND MATERIAL PAYMENT BOND

BOND NUMBER: \_\_\_\_\_

AMOUNT: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_ as Principal,  
hereinafter called the Principal, and \_\_\_\_\_ as Surety,

hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto Her Majesty the Queen in right of Canada as represented by the Minister of Agriculture and Agri-Food, as Obligee, hereinafter called the Crown, in the amount of

\_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

WHEREAS, the Principal has entered into a Contract with the Crown dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
for \_\_\_\_\_

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if payment is promptly made to all Claimants who have performed labour or services or supplied material in connection with the Contract and any and all duly authorized modifications and extensions of the Contract that may hereafter be made, notice of which modifications and extensions to the Surety being hereby waived, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. For the purpose of this bond, a Claimant is defined as one having a direct contract with the Principal or any Sub-Contractor of the Principal for labour, material or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone services or rental of equipment (but excluding rental of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract.
2. For the purpose of this Bond, no payment is required to be made in respect of a claim for payment for labour or services performed or material supplied in connection with the Contract that represents a capital expenditure, overhead or general administration costs incurred by the Principal during the currency or in respect of the Contract.
3. The Principal and the Surety hereby jointly and severally agree with the Crown that if any Claimant has not been paid as provided for under the terms of his contract with the Principal or a Sub-Contractor of the Principal before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's labour or service was done or performed or materials were supplied by such Claimant, the Crown may sue on this bond, have the right to prosecute the suit to final judgment for such sum or sums as may be due and have execution thereon; and such right of the Crown is assigned by virtue of Part VIII of the *Financial Administration Act* to such Claimant.
4. For the purpose of this bond the liability of the Surety and the Principal to make payment to any claimant not having a contract directly with the Principal shall be limited to that amount which the Principal would have been obliged to pay to such claimant had the provisions of the applicable provincial or territorial legislation on lien or privileges been applicable to the work. A claimant need not comply with provisions of such legislation setting out steps by way of notice, registration or otherwise as might have been necessary to preserve or perfect any claim for lien or privilege which the claimant might have had. Any such claimant shall be entitled to pursue a claim and to recover judgment hereunder subject to the terms and notification provisions of the Bond.
5. Any material change in the Contract between the Principal and the Crown shall not prejudice the rights or interest of any Claimant under this Bond who is not instrumental in bringing about or has not caused such change.

6. No suit or action shall be commenced hereunder by any Claimant:

- (a) Unless such Claimant shall have given written notice within the time limits hereinafter set forth to the Principal and the Surety above named, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal and the Surety at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the Contract is located. Such notice shall be given
  - (i) in respect of any claim for the amount or any portion thereof required to be held back from the Claimant by the Principal or by the Sub-Contractor of the Principal under either the terms of the Claimant's Contract with the Principal or the Claimant's Contract with the Sub-Contractor of the Principal within one hundred and twenty (120) days after such Claimant should have been paid in full under this Contract;
  - (ii) in respect of any claim other than for the holdback or portion thereof referred to above within one hundred and twenty (120) days after the date upon which such Claimant did or performed the last of the service, work or labour or furnished the last of the materials for which such claim is made under the Claimant's Contract with the Principal or a Sub-Contractor of the Principal;
- (b) After the expiration of one (1) year following the date on which the Principal ceased work on the said Contract, including work performed under the guarantees provided in the Contract;
- (c) Other than in a court of competent jurisdiction in the province or district of Canada in which the subject matter of the Contract or any part thereof is situated and not elsewhere, and the parties hereto hereby agree to submit to the jurisdiction of such court.

7. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

8. The Surety shall not be entitled to claim any moneys relating to the Contract and the liability of the Surety under this Bond shall remain unchanged and, without restricting the generality of the foregoing, the Surety shall pay all valid claims of Claimants under this Bond before any moneys relating to the Contract held by the Crown are paid to the Surety by the Crown.

9. The Surety shall not be liable for a greater sum than the amount specified in this bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety

Note: Affix Corporate seal if applicable.

## PERFORMANCE BOND

**BOND NUMBER:** \_\_\_\_\_

**AMOUNT:** \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_ as Principal, hereinafter called the Principal, and \_\_\_\_\_ as Surety, hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto Her Majesty the Queen in right of Canada as represented by the Minister of Agriculture and Agri-Food, as Obligee, hereinafter called the Crown, in the amount of

\_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WHEREAS, the Principal entered into a Contract with the Crown dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, for \_\_\_\_\_

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if the Principal shall well and faithfully observe and perform all the obligations on the part of the Principal to be observed and performed in connection with the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. Whenever the Principal shall be, and declared by the Crown to be, in default under the Contract, the Surety shall:
  - (a) if the work is not taken out of the Principal's hands, remedy the default of the Principal,
  - (b) if the work is taken out of the Principal's hands and the Crown directs the Surety to undertake the completion of the work, complete the work in accordance with the Contract provided that if a contract is entered into for the completion of the work,
    - (i) it shall be between the Surety and the completing contractor, and
    - (ii) the selection of such completing contractor shall be subject to the approval of the Crown,
  - (c) if the work is taken out of the Principal's hands and the Crown, after reasonable notice to the Surety, does not direct the Surety to undertake the completion of the work, assume the financial responsibility for the cost of completion in excess of the moneys available to the Crown under the Contract,
  - (d) be liable for and pay all the excess costs of completion of the Contract, and
  - (e) not be entitled to any Contract moneys earned by the Principal, up to the date of his default on the Contract and any holdbacks relating to such earned Contract moneys held by the Crown, and the liability of the Surety under this Bond shall remain unchanged provided, however, and without restricting the generality of the foregoing, upon the completion of the Contract to the satisfaction of the Crown, any Contract moneys earned by the Principal or holdbacks related thereto held by the Crown may be paid to the Surety by the Crown.
2. The Surety shall not be liable for a greater sum than the amount specified in this Bond.
3. No suit or action shall be instituted by the Crown herein against the Surety pursuant to these presents after the expiration of two (2) years from the date on which final payment under the Contract is payable.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety

Note: Affix Corporate seal if applicable.



T4-A CERTIFICATION

The Contractor shall complete and submit this T4-A Certification within fourteen (14) calendar days of Notification of Contract award and within fourteen (14) calendar days immediately following any change to the information already provided under the Contract. Failure to provide this information or failure to provide the correct information shall result in a fundamental breach of the Contract.

1. The Contractor shall enter a [ x ] in one of the boxes below opposite the description that best describes its status.

- [ ] A business incorporated either federally or provincially;
[ ] An unincorporated business, either as a sole proprietor or a partnership; or
[ ] An individual.

Note: The information provided in Section 2 must correspond with that provided in Section 1.

Corporate or unincorporated business or individual's name: \_\_\_\_\_

Street Name or Box #: \_\_\_\_\_

City, Town or Village: \_\_\_\_\_

Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_

2. Contractor shall complete Section 2(a) or 2(b) or 2(c), whichever is applicable to its situation.

(a) If incorporated:

Business Number (BN): \_\_\_\_\_, or
GST / HST Number: \_\_\_\_\_, or
T2 Corporation Tax Number (T2N): \_\_\_\_\_, whichever is applicable

(b) If unincorporated:

Social Insurance Number (SIN): \_\_\_\_\_, and
Business Number (BN): \_\_\_\_\_, or
GST / HST Number: \_\_\_\_\_, whichever is applicable

Note: The Unincorporated Business Name must be the same as the name associated with the Revenue Canada Business Number or the GST Number.

(c) If individual:

Social Insurance Number (SIN): \_\_\_\_\_, and
Business Number (BN): \_\_\_\_\_, or
GST / HST Number: \_\_\_\_\_, whichever is applicable

Note: The Individual's Name must be the same as the name associated with the Social Insurance Number.

3. WE HEREBY CERTIFY that I/We have examined the information provided above, including the legal name, address and Revenue Canada identifier (SIN, BN, GST / HST No., T2N), as applicable, and that it is correct and complete, and fully discloses my/our identification.

Contractor's signature Title of Signatory Date