

**NRC-CNRC**

*Administrative  
Services  
and Property  
Management*

**CMRC-NRC**

*Services  
administratifs  
et gestion de  
l'immobilier*

# **SPECIFICATION**

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**SOLICITATION #: 13-22020**

**BUILDING:** U - 70  
UPLANDS CAMPUS  
OTTAWA, ONTARIO

**PROJECT:** Repair to Wind Tunnel Main Heat Exchanger

**PROJECT #:** 3817

**Date:** JUNE 2013



National Research  
Council Canada

Conseil national  
de recherches Canada

**Canada**

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National Research Council Canada	Conseil national de recherches Canada
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Administrative Services & Property management Branch (ASPM)	Direction des services administratif et gestion de l'immobilier (SAGI)
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## Construction Tender Form

**Project Identification**      U-70 9 Metre Wind Tunnel Heat Exchanger and Piping Repairs

**Tender No.:**      13-22020

**1.2 Business Name and Address of Tenderer**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

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

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

**1.3 Offer**

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

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

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

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

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

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

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

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

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

### 1.5 **Construction Time**

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

### 1.6 **Bid Security**

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

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

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

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**1.7 Contract Security**

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

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

**1.8 Appendices**

This Tender Form includes Appendix No. \_\_\_\_\_ "A" \_\_\_\_\_.

**1.9 Addenda**

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

NUMBER	DATE	NUMBER	DATE

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

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**1.10 Execution of Tender**

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

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

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

**AUTHORIZED SIGNATORY (IES)**

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

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

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

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

**SEAL**

## **MANDATORY REQUIREMENTS CHECKLIST**

**(To be checked off and submitted)**

- Two envelopes submitted**
- Tender is signed by authorized representative**
- TSSA Certificate of Authorization (ASME B31.3 Process Piping Code)**
- Statement agreeing to completion date**
- Contract Security (D.O.S.)**
- Bid Bond**

## **NOTICE TO BIDDERS:**

### **1. GENERAL:**

Attendance at one (1) site visit during the tender period is mandatory at the pre-arranged date, time and location specified in the MERX notice.

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

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

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

### **2. TENDER CLOSING DATE:**

Tender closing date is indicated on the MERX notice

### **3. TENDER RESULTS**

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

The Departmental Representative or his designate for this project is: Tim Sadler  
Telephone: 613 883-2306

Contracting Authority for this project is: Marc Bedard  
Telephone: 613 993-2274

# **SPECIFICATION**

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Conseil national de recherches Canada

## **Instructions spéciales aux soumissionnaires**

### **1. DOCUMENTS D'APPEL D'OFFRES**

1.1 Les documents suivants sont incorporés par voie de référence, et sont partie des documents de l'appel d'offre ou de contrat :

- .1 Compagnies de cautionnement reconnu
- .2 Articles de convention
- .3 Modalités de paiement "B"
- .4 Conditions générales "C"
- .5 Conditions de travail "D"
- .6 Conditions d'assurance "E"
- .7 Conditions de garantie du contrat "F"
- .8 Liste de vérification des exigences relatives à la sécurité LVERS "G"

La présentation d'un appel d'offre constitue l'attestation qu'un soumissionnaire a lu et qu'il accepte les stipulations de ces documents et des autres documents inscrits à la rubrique 1.1 des Instructions générales aux soumissionnaires.

1.2 Les documents inscrits à la rubrique 1.1 sont publiés par le Conseil national de recherches du Canada et on peut en obtenir un exemplaire en s'adressant au Conseil national de recherches du Canada, Services d'approvisionnement, Édifice M-22, chemin de Montréal, Ottawa (Ontario) K1A 0R6.

### **2. RÉSULTATS DE L'APPEL D'OFFRES**

2.1 **À la fermeture de l'appel d'offres, les résultats de l'appel d'offre seront envoyés par télécopieur à tous les entrepreneurs qui auront présenté un appel d'offre.**

### **3. CRITÈRES DE SÉCURITÉ OBLIGATOIRES POUR LES ENTREPRENEURS**

#### **3.1. Exigences relatives à la sécurité**

- .1 **L'entrepreneur doit détenir en permanence, pendant l'exécution du contrat à commandes, une attestation de vérification d'organisation désignée (VOD) en vigueur, délivrée par la Direction de la sécurité industrielle canadienne (DSIC) de Travaux publics et Services gouvernementaux Canada (TPSGC).**
- .2 **Les membres du personnel de l'entrepreneur devant avoir accès à des établissements de travail dont l'accès est réglementé doivent TOUS détenir une cote de FIABILITÉ en vigueur, délivrée ou approuvée par la DSIC de TPSGC.**

- .3 L'entrepreneur doit respecter les dispositions:
  - a) de la Liste de vérification des exigences relatives à la sécurité et directive de sécurité (s'il y a lieu), reproduite à l'Annexe G;
  - b) du Manuel de la sécurité industrielle (dernière édition)@ <http://ssi-iss.tpsgc-pwgsc.gc.ca/msi-ism/msi-ism-fra.html>

### 3.2 VÉRIFICATION DE L'ATTESTATION DE SÉCURITÉ À LA CLÔTURE DES SOUMISSIONS

- .1 Le soumissionnaire doit détenir une attestation de vérification d'organisation désignée (VOD) en vigueur, délivrée par la Direction de la sécurité industrielle canadienne (DSIC) de Travaux publics et Services gouvernementaux Canada (TPSGC) **ET DOIT L'INCLURE AVEC LEUR SOUMISSION OU FAIRE SUIVRE DANS LES 48 HEURES SUIVANT LA DATE ET L'HEURE DE CLÔTURE DE L'APPEL D'OFFRE.** Des vérifications seront effectuées par l'intermédiaire de la DSIC pour confirmer l'attestation de sécurité du soumissionnaire. L'omission de se conformer à cette exigence rendra la soumission non conforme et celle-ci sera rejetée.
- .2 L'entrepreneur général doit nommer tous ses sous-traitants dans un délai de 72 heures suivant la clôture des soumissions, et ceux-ci **doivent détenir une cote de FIABILITÉ en vigueur,** délivrée ou approuvée par la DSIC de TPSGC ou tout autre agence ou département du gouvernement et soumettre les noms, dates de naissance ou numéros de certificats de sécurité de toutes les personnes qui seront affectées au projet.
- .3 Il faut noter que les sous-traitants qui doivent exécuter des tâches pendant l'exécution du contrat subséquent doivent aussi satisfaire aux exigences obligatoires du contrat en matière de sécurité. De plus, aucune personne ne possédant pas le niveau de sécurité exigé ne sera admise sur le site. Le soumissionnaire retenu devra s'assurer que les exigences liées à la sécurité sont satisfaites pendant toute l'exécution du contrat. La Couronne ne sera tenue responsable d'aucun retard ni d'éventuels coûts supplémentaires liés à l'inobservation par l'entrepreneur des exigences en matière de sécurité. L'omission de satisfaire à ces exigences sera suffisante pour résilier le contrat pour cause d'inexécution.
- .4 Pour toute question concernant les exigences liées à la sécurité pendant la période de soumission, les soumissionnaires doivent communiquer avec l'agente de sécurité @ 613-993-8956.



## Entrepreneurs non résidents

Guide de la TVD 804F

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### Publication archivées

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**Avis aux lecteurs : Concernant la taxe de vente au détail (TVD) –** Le 1er juillet 2010, la taxe de vente harmonisée (TVH) de 13 % est entrée en vigueur en Ontario pour remplacer la TVD provinciale en la combinant avec la taxe fédérale sur les produits et services (TPS). Conséquemment, les dispositions de la TVD décrites dans cette page et dans d'autres publications ont expiré le 30 juin 2010.

A compter du 1er juillet 2010, cette publication fait partie des archives pour la TVD **seulement**. Puisque ce document reflète la loi de la TVD qui était en vigueur au moment où il fut publié et peut ne plus être valide, veuillez l'utiliser avec prudence.

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- Les renseignements contenus dans le présent Guide décrivent les responsabilités d'un entrepreneur non résident qui obtient un contrat en vue d'effectuer des travaux de construction en Ontario, ainsi que celles de ses clients ontariens. Veuillez prendre note que le présent Guide remplace la version précédente publiée en mars 2001.

### Définition d'un entrepreneur non résident

Un entrepreneur non résident est un entrepreneur en construction dont le siège social est situé à l'extérieur de l'Ontario et qui a obtenu un contrat de construction pour effectuer des travaux en Ontario, mais qui n'a pas tenu de façon continue un établissement stable en Ontario au cours des douze mois qui ont précédé la signature du contrat, ou qui n'est pas une société constituée en Ontario. Un contrat de construction est un contrat pour ériger, remodeler ou réparer un bâtiment ou autre structure situé sur un terrain.

Un entrepreneur est une personne qui se livre à la construction, la modification, la réparation ou la rénovation de biens immobiliers et s'entend, sans s'y limiter,

1. d'un entrepreneur général et d'un sous-traitant,
2. d'un charpentier, d'un maçon, d'un tailleur de pierres, d'un électricien, d'un plâtrier, d'un plombier, d'un peintre, d'un décorateur, d'un paveur et d'un constructeur de ponts,

3. d'un entrepreneur en tôle, en carreaux et en terrazzo, en chauffage, en climatisation, en isolation, en ventilation, en pose de papier peint, en construction de routes, en revêtement de toiture et en ciment,

qui installe ou qui incorpore des articles dans un bien immobilier. (Consultez le Guide de la taxe de vente au détail [no 206F - Biens immobiliers et accessoires fixes](#)).

## **Inscription et cautionnement**

Tout entrepreneur non résident à qui l'on accorde un contrat de construction pour des travaux en Ontario doit s'inscrire auprès du ministère des Finances (ministère), Unité des programmes centralisés, et verser un cautionnement équivalant à 4 p. 100 du total de la valeur de chaque contrat. Ce cautionnement peut être acquitté en espèces, par chèque certifié (libellé à l'ordre du Ministre des Finances), par lettre de crédit ou par certificat de cautionnement.

Afin de s'inscrire auprès du ministère et pour obtenir plus de précisions sur le dépôt d'un cautionnement, les entrepreneurs peuvent communiquer avec l'Unité des programmes centralisés du ministère, 33, rue King Ouest, CP 623, Oshawa, Ontario, L1H 8H7, sans frais 1 866 ONT-TAXS (1 866 668-8297) ou télécopieur 905) 435-3617.

Tout entrepreneur non résident qui vend et qui fournit seulement des biens taxables à des clients de l'Ontario, ou qui fournit des services taxables en Ontario, peut obtenir un permis de vendeur régulier lui permettant de percevoir et remettre la TVD sur ses ventes. Tout entrepreneur non résident à qui un permis de vendeur régulier a été émis doit tout de même s'inscrire séparément auprès du ministère et verser un cautionnement s'il se voit accorder un contrat de construction en Ontario.

## **Lettre de conformité**

Après avoir reçu le cautionnement, le ministère envoie à l'entrepreneur non résident une lettre de conformité en deux exemplaires attestant que les exigences relatives à la TVD ont bien été respectées. L'entrepreneur doit alors remettre un exemplaire de cette lettre à son client.

S'il omet de le faire, le client doit retenir 4 p. 100 de chaque paiement dû à l'entrepreneur non résident et remettre les sommes retenues au Ministre des Finances (le ministre). Les paiements doivent être envoyés à l'Unité des programmes centralisés en prenant soin d'y joindre les détails du contrat visé. Au lieu d'effectuer ces paiements de 4 p. 100, le client peut remettre au ministre un certificat de cautionnement équivalant à 4 p. 100 du prix contractuel total.

Remarque : Tout client qui néglige d'observer ces règles pourrait être tenu de verser une somme égale à 4 % de tous les montants payables à l'entrepreneur non résident ou tout autre montant qui, de l'avis du ministère, devrait être assujéti à la TVD à la suite de l'exécution du contrat.

## **Calcul de la TVD**

## Juste valeur

La TVD doit être versée sur la « juste valeur » des matériaux achetés ou importés en Ontario et utilisés pour l'exécution du contrat en Ontario. Par « juste valeur », on entend :

- le prix d'achat en devises canadiennes;
- tous les frais de manutention et de livraison facturés par le fournisseur; et
- tous les droits de douane ainsi que les taxes de vente et d'accise fédérales (mais non la taxe fédérale sur les produits et services [TPS]).

L'entrepreneur est aussi tenu de payer la TVD aux fournisseurs de l'Ontario au moment de l'achat ou de la location (avec ou sans bail) de services, matériaux, machines ou d'équipement taxables.

## Machines et équipement - loués à bail

Lorsque des machines ou un équipement loués auprès d'un fournisseur de l'extérieur de l'Ontario sont apportés dans la province, la TVD est exigible sur les paiements de location pendant toute la période de séjour des machines et de l'équipement en Ontario.

## Machines et équipement - appartenant à l'entrepreneur

1. Si un entrepreneur apporte des machines et de l'équipement en Ontario pour une durée inférieure à douze mois, la TVD applicable doit être calculée selon la formule suivante :

$$\frac{1}{36} \times \text{valeur comptable nette à la date d'importation} \times \text{nombre de mois en Ontario} \times \text{taux de taxe.}$$

Aux fins de cette formule, la TVD est exigible pour chaque mois ou partie de mois pendant lesquels les biens se trouvent en Ontario. En outre, on considère qu'un mois constitue une période de 31 jours consécutifs, et qu'une partie de mois représente plus de 12 jours. La TVD exigible est fondée sur le nombre de jours où les machines et l'équipement se trouvent en Ontario et non sur le nombre de jours d'utilisation effective des machines ou de l'équipement.

Exemple: De l'équipement est apporté en Ontario le 28 mars et sorti de la province le 8 mai. L'équipement a donc séjourné pendant 41 jours dans la province. La TVD est alors payable sur les 31 premiers jours de séjour temporaire en Ontario vs l'usage de l'équipement. Étant donné que la période restante (10 jours) n'est pas considérée comme une partie d'un mois, aucune TVD n'est exigible sur cette période.

1. Si l'on prévoit que les machines ou l'équipement apportés en Ontario resteront dans cette province pendant plus de 12 mois, l'entrepreneur doit payer la TVD selon la formule suivante :

$$\text{valeur comptable nette à la date d'importation} \times \text{taux de taxe}$$

Si, au moment de l'importation des machines et de l'équipement, la durée du séjour n'est pas connue, le vendeur peut appliquer la formule (a). Si, par la suite, il s'avère nécessaire de garder les machines et l'équipement en Ontario pendant une durée dépassant 12 mois, la TVD versée selon (a) pourra être déduite du montant de la TVD payable selon (b).

À l'aide de la formule (a) ou (b) ci-dessus, les entrepreneurs calculeront et remettront la TVD exigible sur la déclaration à produire une fois le contrat dûment exécuté.

### **Fabrication de matériel à des fins personnelles**

Il arrive qu'un entrepreneur doive fabriquer divers éléments, tels que des portes et fenêtres, pour exécuter son contrat de construction. Par fabrication, il faut entendre tout travail effectué dans une usine à l'extérieur d'un chantier de construction, une unité mobile ou un atelier sur un chantier de construction ou à proximité de ce dernier. La fabrication a lieu lors de la transformation de matières brutes en produits fabriqués qui seront utilisés dans l'exécution de contrats immobiliers.

Un entrepreneur est considéré comme un entrepreneur fabricant si :

1. les produits fabriqués sont destinés à un usage personnel dans l'exécution de contrats immobiliers; et que
2. le coût de fabrication des produits dépasse 50 000 \$ par an.

(Consultez le Guide de la taxe de vente au détail [no 401F - Entrepreneurs- fabricants](#)).

### **Contrat avec le gouvernement fédéral**

Lorsqu'un entrepreneur non résident conclut un contrat de construction avec le gouvernement fédéral, pour la construction d'un bâtiment et(ou) l'installation d'équipement, c'est la nature de l'équipement qui détermine si le contrat doit être soumissionné sur une base taxe comprise ou taxe non comprise.

Les contrats pour la construction d'un bâtiment et l'installation d'équipement qui dessert directement ce bâtiment (par ex. les ascenseurs, escaliers roulants, luminaires, systèmes de chauffage central, air climatisé, etc.) doivent être soumissionnés sur une base taxe comprise. L'entrepreneur est considéré comme le consommateur des articles utilisés dans l'exécution de ces contrats et doit payer ou rendre compte de la TVD sur les articles utilisés aux fins de ces contrats. Le simple fait qu'un contrat soit conclu avec le gouvernement fédéral ne donne pas droit, en soi, à une exemption.

Les contrats pour l'installation d'équipement qui devient un accessoire fixe et qui ne dessert pas directement un bâtiment (par ex. le matériel de manutention, l'outillage de production, l'équipement de télécommunication et le matériel de formation) peuvent être soumissionnés sur une base taxe non comprise. Les entrepreneurs qui entreprennent des contrats de ce genre sont permis d'acheter un tel équipement en exemption de la TVD en remettant un Certificat d'exemption de taxe valide aux fournisseurs. Seul un entrepreneur

non résident inscrit auprès du ministère et ayant versé un cautionnement peut remettre un Certificat d'exemption de taxe.

## Exonérations

Il arrive que des entrepreneurs fournissent et installent de l'équipement ou du matériel pour certains clients ayant droit à une exemption de la TVD (par ex. fabricants, conseils de bandes indiennes, agriculteurs et organismes diplomatiques). Une fois installés, l'équipement ou les matériaux deviennent des biens immobiliers s'ils sont fixés en permanence au sol, ou des accessoires fixes s'ils sont fixés de façon permanente à un bâtiment ou une structure immobilière. Étant donné que la responsabilité de la TVD incombe à l'entrepreneur, ce dernier doit communiquer avec le ministère pour déterminer si le client est admissible à l'exonération, avant d'offrir un contrat taxe non comprise.

## Indiens inscrits, bandes indiennes et conseils de bandes indiennes

L'entrepreneur non résident peut acheter des matériaux de construction en exemption de la TVD pour certains bâtiments et certaines structures situés dans des réserves. Le coût de ces projets doit être défrayé par un conseil de bande, et les bâtiments doivent servir à des fins communautaires, au bénéfice de la réserve. Dans le cas de contrats pour des projets de construction communautaires exonérés de taxe, le contrat doit être offert sur une base taxe non comprise. L'entrepreneur non résident peut acheter les matériaux sans payer la TVD s'il remet aux fournisseurs un Certificat d'exemption de taxe valide. Comme précisé ci-dessus, seul un entrepreneur non résident inscrit auprès du ministère et ayant versé un cautionnement peut remettre un Certificat d'exemption de taxe. (Consultez le Guide de la taxe de vente au détail [no 204F - Certificats d'exemption de taxe](#)).

Les entrepreneurs non résidents doivent payer eux-mêmes la TVD sur les articles achetés à des fins d'incorporation à un bâtiment ou une structure, érigé à l'intention d'un Indien inscrit particulier dans une réserve. (Consultez le Guide de la taxe de vente au détail [no 808F - Indiens inscrits, bandes indiennes et conseils de bandes indiennes](#)).

## Exécution du contrat

Une fois le contrat dûment exécuté, l'entrepreneur qui a dû déposer un cautionnement doit remplir une « [Déclaration de la taxe de vente au détail - Entrepreneurs non résidents \[PDF - 93 KO\]](#) » qui est fournie par le ministère.

Lorsque le cautionnement a été acquitté en espèces ou par chèque certifié, le montant déposé peut être déduit de la TVD que l'entrepreneur doit payer. Si le montant de cette taxe est supérieur au montant déposé, l'entrepreneur doit verser la différence. Dans le cas contraire, si le montant déposé est supérieur au montant de la taxe exigible, la différence lui sera remboursée.

Si, au lieu d'un acquittement en espèces, un certificat de cautionnement a été déposé, ce dernier fera l'objet d'une main-levée une fois que le paiement de la taxe aura été intégralement acquitté. Toutes les déclarations peuvent faire l'objet d'une vérification.

## Références législatives

- Loi sur la taxe de vente au détail, parpgraphes 19 (2) et 39 (3) 4 et 5
- Règlement 1012 pris en application de la Loi, paragraphes 15.3 (1) (2) (5) (6) et (7)
- Règlement 1013 pris en application de la Loi, articles 1 et 3

## Pour plus de renseignements

Les informations contenues dans cette publication ne sont données qu'à titre d'indication. Pour plus de renseignements, adressez-vous au ministère des Finances de l'Ontario en composant le 1 866 ONT-TAXS (1 866 668-8297) ou visitez notre site Web à [ontario.ca/finances](http://ontario.ca/finances).

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Pour obtenir la plus récente version de cette document, visitez [ontario.ca/finances](http://ontario.ca/finances) et entrez 717 dans le domaine « Trouver la page » au bas de la page Web ou communiquez avec le ministère à 1 866 668-8297 (1 800 263-7776 appareil de télécommunications pour sourds).





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Canada

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Ottawa, Canada  
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Canada

Services d'approvisionnement  
Édifice M-22  
Chemin Montréal;

**NRC - CNRC**

**DIRECTIVES AUX SOUMISSIONNAIRES**

**COMPAGNIES D'ASSURANCES ACCEPTÉES**

**ARTICLES DE CONVENTION**

**CONTRAT DE CONSTRUCTION A PRIX FIXE**

Rev. 19/10/2001

## DIRECTIVES AUX SOUMISSIONNAIRES

### Article 1 - Réception des soumissions

- 1a) Aucune soumission reçue après le moment fixé pour la clôture des soumissions ne sera acceptée. LES SOUMISSIONS RECUES APRES LE MOMENT FIXÉ NE SONT PAS VALIDES et ne peuvent être prises en considération, peu importe la raison de leur retard.
- 1b) Une lettre ou une télécommunication imprimée envoyée par un soumissionnaire pour signifier un prix ne peut être considérée comme étant une soumission valide à moins qu'une soumission officielle n'ait été reçue sur la formule prescrite à cette fin.
- 1c) Il est loisible aux soumissionnaires de modifier leurs soumissions par lettre ou télécommunication imprimée mais à condition que de telles modifications ne soient pas reçues plus tard qu'au moment prévu pour la clôture des soumissions.
- 1d) Les modifications à la soumission qui sont transmises par télécopieur doivent être signées et doivent permettre d'identifier sans équivoque le soumissionnaire.

Toutes les modifications de ce genre doivent être envoyées à :

Conseil national de recherches Canada  
Marc Bédard, Agent supérieur de contrats  
Services d'approvisionnement  
Édifice M-22  
Chemin Montréal, Ottawa (Ontario)  
K1A 0R6

Télécopieur: (613) 991-3297

### Article 2 - Formule de soumission et qualifications

- 1) Toutes les soumissions doivent être présentées sur la formule de soumission - construction et être signées en conformité avec les exigences suivantes:
  - a) Société à responsabilité limitée : le nom complet de la société ainsi que le nom et le titre des fondés de signature autorisés doivent être imprimés dans l'espace prévu à cette fin. La signature des fondés de signature et le sceau de la société doivent être apposés.

- b) Société de personne : le nom de l'entreprise ainsi que le(s) noms du (des) signataire(s) doivent être imprimés dans l'espace prévu. L'un ou plusieurs des associés doivent signer en présence d'un témoin qui, lui aussi, doit apposer sa signature. Un sceau de couleur adhésif doit être apposé en regard de chaque signature.
  - c) Entreprise à propriétaire unique : le nom de l'entreprise et le nom du propriétaire unique doivent être imprimés dans l'espace prévu. Le propriétaire est tenu de signer en présence d'un témoin qui doit lui aussi apposer sa signature. Un sceau de couleur adhésif doit être apposé en regard de chaque signature.
- 2) Toute modification à la partie imprimée de la formule de soumission - construction ou tout défaut de fournir l'information qui y est demandée peut invalider la soumission.
  - 3) Toutes les rubriques de la formule de soumission - construction doivent être remplies et les corrections manuscrites ou dactylographiées apportées aux parties ainsi remplies doivent être paraphées par la ou les personnes qui signe(nt) la soumission au nom du soumissionnaire.
  - 4) Les soumissions doivent être basées sur les plans, devis et documents de soumission fournis.

### Article 3 - Contrat

- 1) L'entrepreneur devra signer un contrat semblable à la formule standard pour contrats de construction à prix fixe dont un exemplaire en blanc est annexé dos à la présente brochure pour information.

### Article 4 - Destinataire de la soumission

- 1a) Les soumissions doivent être envoyées sous enveloppe cachetée adressée à l'Agent de contrats

Conseil national de recherches Canada  
Services administratifs et biens immobiliers  
1200 chemin Montréal  
édifice M-22  
Ottawa, ON K1A 0R6

et la mention "Soumission relative à (inscrire le titre de travail apparaissant sur les dessins et le cahier des charges)" ainsi que le nom et

l'adresse du soumissionnaire doivent apparaître sur l'enveloppe.

- 1b) Sauf dispositions contraires, les seuls documents à soumettre pour la soumission sont la formule de soumission et la garantie de soumission.

#### Article 5 - Garantie

- 1a) La garantie de soumission est requise. La garantie doit alors être soumise sous l'une ou l'autre des formes suivantes :
- i) un chèque certifié payable au Receveur général du Canada et tiré sur un établissement membre de l'Association canadienne des paiements ou un établissement de crédit coopératif local membre d'une société centrale de crédit coopératif elle-même membre de l'Association canadienne des paiements OU
  - ii) des obligations du gouvernement du Canada, ou des obligations avec garantie inconditionnelle par le gouvernement du Canada quant au capital et aux intérêts, OU
  - iii) un cautionnement de soumission.
- 1b) Peu importe la forme de la garantie de soumission, elle ne devrait jamais dépasser la somme de 250 000 \$ calculée à 10% de la première tranche de 250 000 \$ du prix soumissionné, plus 5% de tout montant dépassant 250 000 \$.
- 2a) Une garantie de soumission doit être fournie avec chaque soumission. Elle peut aussi être envoyée séparément à condition qu'elle ne soit pas reçue plus tard qu'au moment prévu pour la clôture des soumissions. On doit fournir l'ORIGINAL de la garantie de soumission. Des garanties transmises par télécopieur ou des photocopies NE SONT PAS acceptées. **DEFAUT DE FOURNIR LA GARANTIE REQUISE RENDRA LA SOUMISSION INVALIDE.**
- 2b) Dans le cas où la soumission n'est pas acceptée, la garantie de soumission fournie en conformité avec l'article 8 sera retournée au soumissionnaire.
- 3a) L'adjudicataire doit fournir une garantie au plus tard 14 jours après réception d'un avis lui signifiant l'acceptation de sa soumission. Il doit fournir L'UN OU L'AUTRE des documents suivants :

- i) Un dépôt de garantie tel que décrit à l'alinéa 1b) ci-dessus ainsi qu'un cautionnement du paiement de la main-d'oeuvre et des matériaux s'élevant à 50%, au moins, de la somme payable en vertu du contrat, OU
  - ii) Une garantie d'exécution et un cautionnement du paiement de la main-d'oeuvre et des matériaux, chacun s'élevant à 50% du montant payable en vertu du contrat.
- 3b) Au cas où il ne serait pas possible d'obtenir un cautionnement du paiement de la main-d'oeuvre et des matériaux, tel que requis aux termes de l'alinéa 3a) ci-dessus, en s'adressant par conséquent à au moins deux compagnies de garantie acceptables, un dépôt de garantie supplémentaire s'élevant à 10% exactement du montant payable en vertu du contrat doit être fourni.
- 3c) Lorsqu'une soumission a été accompagnée d'un dépôt de garantie tel que décrit à l'alinéa 1b) ci-dessus, le montant du dépôt de garantie requis en vertu de l'alinéa 3a) ci-dessus peut être réduit du montant du dépôt de garantie qui accompagnait la soumission.
- 3d) Les obligations doivent être de la forme approuvée et doivent être émises par des compagnies dont les obligations sont acceptées par le gouvernement du Canada. Des modèles de la forme approuvée des garanties à déposer par les soumissionnaires, des garanties d'exécution et des cautionnements du paiement de la main-d'oeuvre et des matériaux ainsi qu'une liste des compagnies de garantie acceptables peuvent être obtenus en s'adressant au Services d'approvisionnement, Conseil national de recherches du Canada, édifice M-22, chemin Montréal, Ottawa (Ontario) K1A 0R6, Canada.

#### Article 6 - Intérêt payé sur les dépôts de garantie

- 1) Les soumissionnaires sont avertis qu'ils doivent se mettre d'accord personnellement avec leurs banquiers relativement à l'intérêt, le cas échéant, payé sur le montant du chèque certifié accompagnant leur soumission. Le Conseil ne paiera pas d'intérêt sur ledit chèque en attendant l'adjudication du contrat et ne sera pas non plus responsable du paiement des intérêts en vertu de toute disposition prise par les soumissionnaires.

#### Article 7 - Taxe sur les ventes

- 1) Le montant de la soumission doit comprendre toutes les taxes prélevées en vertu de la Loi sur l'accise, de la Loi sur la taxe d'accise, de la Loi sur la sécurité de la vieillesse, de la Loi sur les douanes ou du Tarif des douanes en vigueur ou applicables à ce moment.
  
- 2) Au Québec, la taxe provinciale ne doit pas être incluse au montant soumissionné, car le Gouvernement Fédéral en est exclu. Les soumissionnaires devront faire les démarches nécessaires auprès du Ministère du Revenu provincial pour recouvrir toute taxe payée sur les biens et services dans le cadre de ce contrat.

Cependant, les soumissionnaires devraient inclure dans leur prix, les taxes provinciales pour lesquelles les remboursements ne s'appliquent pas.

#### Article 8 - Examen de l'emplacement

- 1) Tous les soumissionnaires examineront l'emplacement des travaux proposés avant d'envoyer leur soumission, étudieront minutieusement ledit emplacement et obtiendront tous les renseignements nécessaires à la bonne exécution du contrat. Aucune réclamation postérieure ne sera permise ou admise relativement à tout travail ou matériaux pouvant être requis et nécessaires à la bonne exécution du présent contrat à l'exception des dispositions de l'article CG 35 des Conditions générales du cahier des charges général.

#### Article 9 - Erreurs, omissions, etc.

- 1a) Les soumissionnaires relevant des erreurs ou des omissions dans les dessins, le cahier des charges ou d'autres documents, ou ayant des doutes quant au sens ou à l'intention de n'importe quelle partie de ces derniers, devront en avertir immédiatement l'ingénieur qui fera parvenir des directives ou des explications écrites à tous les soumissionnaires.
- 1b) Ni l'ingénieur, ni le Conseil ne seront responsables des directives orales.
- 1c) Les additions ou les corrections effectuées au cours de la présentation des soumissions seront incluses dans la soumission. Cependant, le contrat remplace toutes les communications, négociations et tous les accords, sous forme verbale ou écrite, se rapportant aux travaux et effectués avant la date du contrat.

#### Article 10 - Nul paiement supplémentaire pour accroissement des frais

- 1) Les seules autres modifications pouvant être apportées au prix forfaitaire sont celles précisées dans les Conditions générales du Cahier des charges général. Le prix forfaitaire ne sera pas modifié à la suite de changements dans les tarifs de transport, les cotes des changes, les échelles de salaire, le coût des matériaux, de l'outillage ou des services.

#### Article 11 - Adjudication

- 1a) Le Conseil se réserve le pouvoir et le droit de rejeter les soumissions provenant de parties ne possédant pas les connaissances et la préparation requises à la bonne exécution de la catégorie de travaux mentionnés dans les présentes et précisés dans les plans. Les soumissionnaires doivent fournir la preuve de leur compétence lorsque cela est exigée.
- 1b) Un soumissionnaire peut être tenu de faire parvenir au Services d'approvisionnement, Conseil national de recherches Canada, édifice M-22, chemin Montréal, Ottawa (Ontario) K1A OR6, Canada, des copies non signées des polices d'assurance auxquelles il envisage de souscrire pour satisfaire aux exigences relatives aux assurances comprises dans les Conditions d'assurance du Cahier des charges général.
- 1c) Le Conseil ne s'engage pas à accepter la soumission la plus basse ni une soumission quelconque.

#### Article 12 - Taxe TPS

- 1) La TPS qui est maintenant en vigueur est applicable à cette proposition; cependant, l'entrepreneur devra proposer un prix NE COMPRENNANT PAS la TPS. La TPS détaillée séparément dans toutes les factures et demandes de paiement partiel présentées pour des produits fournis ou un travail accompli et sera payée par le Canada. Le montant de la TPS sera inclus dans le prix total du contrat. L'Entrepreneur convient de verser à Revenu Canada tout montant payé ou dû au titre de la TPS.

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- 1b) Ni le représentant ministériel, ni le Conseil ne seront responsables des directives orales.
- 1c) Les additions ou les corrections effectuées au cours de la présentation des soumissions seront incluses dans la soumission. Cependant, le contrat remplace toutes les communications, négociations et tous les accords, sous forme verbale ou écrite, se rapportant aux travaux et effectués avant la date du contrat.

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## Compagnies de cautionnement reconnues

Publiée septembre 2010

Voici une liste des compagnies d'assurance dont les cautionnements peuvent être acceptés par le gouvernement à titre de garantie.

### 1. Compagnie canadiennes

Assurance ACE INA  
Allstate du Canada, Compagnie d'assurances  
Ascentus Ltée, Les Assurances (cautionnement seulement)  
Aviva, Compagnie d'Assurance du Canada  
AXA Assurances (Canada)  
AXA Pacific Compagnie d'assurance  
Le Bouclier du Nord Canadien, Compagnie d'Assurance  
Certas direct, compagnie d'assurances (cautionnement seulement)  
Chubb, Compagnie d'assurances du Canada  
Commonwealth, Compagnie d'assurances du Canada  
Compagnie d'assurance Chartis du Canada (anciennement La Cie d'assurance commerciale AIG du Canada)  
Co-operators General, Compagnie d'assurance  
CUMIS, Compagnie d'assurances générales  
La Dominion du Canada, Compagnie d'assurances générales  
Échelon, Compagnie D'Assurances Générale (cautionnement seulement)  
Economical, Compagnie Mutuelle d'Assurance  
Elite, Compagnie d'assurances  
La Compagnie d'Assurance Everest du Canada  
Federated, Compagnie d'assurances du Canada  
Federation, Compagnie d'assurances du Canada  
La Compagnie d'assurance et de Garantie Grain  
Gore Mutual Insurance Company  
The Guarantee, Compagnie d'Amérique du Nord  
Industrielle Alliance Pacifique, Compagnie d'Assurances Générales  
Intact Compagnie d'assurance  
Jevco, Compagnie d'assurances (cautionnement seulement)  
Compagnie canadienne d'assurances générales Lombard  
Compagnie d'assurance Lombard  
Markel, Compagnie d'assurances du Canada  
Missisquoi, Compagnie d'assurances  
La Nordique compagnie d'assurance du Canada  
The North Waterloo Farmers Mutual Insurance Company (fidélité du personnel seulement)  
Novex Compagnie d'assurance (fidélité du personnel seulement)  
La Personnelle, compagnie d'assurances  
La Compagnie d'Assurance Pilot  
Compagnie d'Assurance du Québec  
Royal & Sun Alliance du Canada, société d'assurances  
Saskatchewan Mutual Insurance Company  
Compagnie d'Assurance Scottish & York Limitée  
La Souveraine, Compagnie d'Assurance Générale  
TD, Compagnie d'assurances générales  
Temple, La compagnie d'assurance  
Traders, Compagnie d'assurances générales



La Compagnie Travelers Garantie du Canada  
Compagnie d'Assurance Trisura Garantie  
Waterloo, Compagnie d'assurance  
La Compagnie Mutuelle d'Assurance Wawanesa  
Western, Compagnie d'assurances  
Western, Compagnie de garantie

## 2. Compagnie provinciales

Les cautionnements de garantie des compagnies suivantes peuvent être acceptés à condition que le contrat de garantie soit conclu dans une province où la compagnie est autorisée à faire affaires, comme il est indiquée entre parenthèses.

AXA Boréal Assurances Inc. (I.-P.-É., N.-B., Qué., Ont., Man., C.-B.)  
ALPHA, Compagnie d'assurances Inc. (Québec)  
Canada West Insurance Company (Ont., Man., Sask., Alb., C.-B., T.-N.-O.) (cautionnement seulement)  
La Capitale assurances générales inc. (T.-N.-L., N.-É., I.-P.-É., Qué. (cautionnement seulement), Man., Sask., Alb. C.-B., Nun., T.-N.-O., Yuk.)  
Coachman Insurance Company (Ont.)  
La Compagnie d'Assurance Continental Casualty (T.-N.-L., N.-É., I.-P.-É., N.-B., Qué., Ont., Man., Sask., Alb. C.-B., Nun., T.-N.-O., Yuk.)  
GCAN Compagnie d'assurances (T.-N.-L., N.-É., I.-P.-É., N.-B., Qué., Ont., Man., Sask., Alb. C.-B., Nun., T.-N.-O., Yuk.)  
The Insurance Company of Prince Edward Island (N.-É., I.-P.-É., N.-B.)  
Kingsway Compagnie d'assurances générales (N.-É., N.-B., Qué., Ont., Man., Sask., Alb., et C.-B.)  
La Compagnie d'Assurance Liberté Mutuelle (T.-N.-L., N.-É., I.-P.-É., N.-B., Qué., Ont., Man., Sask., Alb. C.-B., Nun., T.-N.-O., Yuk.)  
Norgroupe Assurances Générales Inc.  
Orléans, compagnie d'assurance générale (N.-B., Qué., Ont.)  
Saskatchewan Government Insurance Office (Sask.)  
SGI CANADA Insurance Services Ltd. (Ont., Man., Sask., Alb.)  
Société d'assurance publique du Manitoba (Man.)  
Union Canadienne, Compagnie d'assurances (Québec)  
L'Unique assurances générales inc. (T.-N.-L., N.-É., I.-P.-É., N.-B., Qué. (cautionnement seulement), Ont. (cautionnement seulement), Man., Sask., Alb. C.-B. (cautionnement seulement), Nun., T.-N.-O., Yuk.)

## 3. Compagnie étrangères

Aspen Insurance UK Limited  
Compagnie Française d'Assurance pour le Commerce Extérieur (fidélité du personnel seulement)  
Eagle Star Insurance Company Limited  
Société des Assurances Ecclésiastiques (fidélité du personnel seulement)  
Lloyd's, Les Souscripteurs du  
Mitsui Sumitomo Insurance Company, Limited  
NIPPONKOA Insurance Company, Limited  
Assurances Sompo du Japon  
Tokio Maritime & Nichido Incendie Compagnie d'Assurances Ltée  
XL Insurance Company Limited (cautionnement seulement)  
Zurich Compagnie d'Assurances SA



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## Articles de convention

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Contrat de construction – Articles de convention  
(23/01/2002)

- A1 Contrat
- A2 Description des travaux et date d'achèvement
- A3 Prix du contrat
- A4 Adresse de l'entrepreneur
- A5 Tableau des prix unitaires



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## Articles de convention

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Les présents **Articles de convention** faits en double le            jour de

**Entre**

**Sa Majesté la Reine**, du chef du Canada (ci-après appelé " Sa Majesté") représentée par le Conseil National recherches du Canada. (ci-après appelé " le Conseil")

Et

( ci-après appelé "l'Entrepreneur")

Font foi que sa Majesté et l'Entrepreneur ont établi entre eux les conventions suivantes:

**A1      Contrats**  
**(23/01/2002)**

- 1.1      Sous réserve des paragraphes A1.4 and A1.5, les documents constituant le contrat passé entre Sa Majesté et l'Entrepreneur (ci-après appelé le Contrat) sont:
- 1.1.1    les présents Articles de convention;
  - 1.1.2    les documents intitulés "Plans et devis" et annexés aux présentes sous la cote "A";
  - 1.1.3    le document intitulé "Modalités de paiement" et annexé aux présentes sous la cote "B";
  - 1.1.4    le document intitulé, "Conditions générales" et annexé aux présentes sous la cote "C";
  - 1.1.5    le document intitulé, "Conditions de travail" et annexé aux présentes sous la cote "D";
  - 1.1.6    le document intitulé, "Conditions d'assurance" et annexé aux présentes sous la cote "E";
  - 1.1.7    le document intitulé, "Conditions de garantie du contrat" et annexé aux présentes sous la cote "F"; et
  - 1.1.8    toute modification au Contrat en accord avec le Conditions générales.
  - 1.1.9    le document intitulé "Échelles de juste salaire pour les contrats fédéraux de construction", désigné dans le présent document par l'appellation "Échelles de justes salaires".



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## Articles de Convention

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1.2 Le Conseil désigne \_\_\_\_\_ de SAGI (Services administratifs et gestion de l'immobilier du CNRC, du gouvernement du Canada, Ingénieur aux fins du Contrat et à toute fin, y compris aux fins accessoires, l'adresse de l'Ingénieur est réputée être:

1.3 **Dans le Contrat**

1.3.1 "Entente à prix fixe" désigne la partie du Contrat où il est stipulé qu'un paiement global sera fait en contrepartie de l'exécution des travaux auxquels elle se rapporte; et

1.3.2 "Entente à prix unitaire" désigne la partie du Contrat où il est stipulé que le produit d'un prix multiplié par un nombre d'unité de mesurage d'une catégorie sera versé à titre de paiement pour l'exécution des travaux visés par cette entente.

1.4 Toute dispositions du Contrat qui s'applique expressément et seulement à une Entente à prix unitaire ne s'applique à aucune partie des travaux qui relève de l' Entente à prix fixe.

1.5 Toute dispositions du Contrat qui s'applique expressément et seulement à une Entente à prix fixe ne s'applique à aucune partie des travaux qui relève de l' Entente à prix Unitaire.

**A2 Description des travaux et date d'achèvement  
(23/01/2002)**

2.1 Entre la date des presentes Articles de convention et le \_\_\_\_\_ jour de \_\_\_\_\_, l'Entrepreneur exécute, avec soin et selon le règles de l'art, à l'endroit et de la manière indiquées, les travaux suivants,

plus particulièrement décrits dans les Plans et devis.



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## Articles de Convention

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### **A3 Prix du marché**

(23/01/2002)

- 3.1 Sous réserve de toute addition, soustraction, déduction, réduction ou compensation prévue en vertu du Contrat, Sa Majesté, aux dates et de la manière énoncées ou mentionnées dans les Modalités de paiement, paie à l'Entrepreneur:
- 3.1.1 la somme de \$ (TPS/TVH en sus), en considération et l'exécution des travaux ou des parties de travaux à laquelle s'applique l'Entente à prix fixe, et
- 3.1.2 une somme égale à l'ensemble des produits du nombre d'unités de mesurage de chaque catégorie de travail, d'outillage ou de matériaux indiqué dans le Certificat définitif de mesurage mentionné ou paragraphe CG44.8, ce nombre d'unités étant multiplié selon le cas par le prix de chaque unité indiquée dans le Tableau des prix unitaires relativement à l'exécution des travaux ou des parties de travaux qui ont fait l'objet d'une Entente à prix unitaire.
- 3.2 Pour le gouverne de l' Entrepreneur et des personnes chargées de l'exécution du Contrat au nom de sa Majesté, mais sans toutefois comporter une garantie ou un engagement de quelque nature de la part de l'une ou l'autre partie, il est estimé que la somme totale payable par Sa Majesté à l'Entrepreneur pour la partie des travaux qui a fait l'objet d'une Entente à prix unitaire, sera d'environ N/A \$
- 3.3 L'alinéa A3.1.1 ne s'applique qu'à une Entente à prix fixe.
- 3.4 L'alinéa A3.1.2 et le paragraphe A3.2 ne s'appliquent qu'à une Entente à prix unitaire.

### **A4 Adresse de L'Entrepreneur**

(23/01/2002)

- 4.1 Aux fins du Contract, y compris les fins accessoires, l'adresse de l'Entrepreneur est réputé être:



## Articles de Convention

### A5 Tableau des prix unitaires (23/01/2002)

5.1 Il est convenu entre Sa Majesté et l'Entrepreneur que le tableau ci-après est le Tableau des prix unitaires pour le Contrat:

Colonne 1 Postes	Colonne 2 Catégorie de travail outillage ou de matériaux	Colonne 3 Unité de mesurage	Colonne 4 Quantité totale estimative	Colonne 5 Prix unitaire	Colonne 6 Prix total estimatif
		N/A			

5.2 Le Tableau des prix unitaires présenté au paragraphe A5.1 décrit la partie des travaux visée par l'Entente à prix unitaire.

5.3 La partie des travaux qui n'est pas décrite dans le Tableau des prix unitaires mentionné au paragraphe A5.2 est la partie des travaux visée par l'Entente à prix fixe.





- .1 Work under this contract covers the heat exchanger and piping repair work in the Council's Building U-70 of the National Research Council.

## **2. WORK & MATERIALS SUPPLIED BY OWNER**

- .1 Work and materials not included in this contract are described on drawings and in this specification.
- .2 Deliver to a storage place, as directed by the Departmental Representative, all materials returned to the Owner.
- .3 Unless otherwise specified, accept owner-supplied materials at their storage location and provide all transportation as required.
- .4 Contractor's duties:
  - .1 Unload at site.
  - .2 Promptly inspect products and report damaged or defective items.
  - .3 Give written notification to the Departmental Representative for items accepted in good order.
  - .4 Handle at site, including uncrating and storage.
  - .5 Repair or replace items damaged on site.
  - .6 Install, connect finished products as specified.

## **3. LABOUR CONDITIONS AND FAIR WAGE SCHEDULE**

- .1 Comply with all labour conditions as specified by the Human Resources Development Canada, Labour Program, including those outlined in Appendix "D", Labour Conditions and Fair Wage Schedule.

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

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

replacement of this person if this condition or implementation of WHMIS is not satisfactory.

**5. EXAMINATION REQUIREMENTS OF BILL 208, SECTION 18(a)**

- .1 The NRC does not expect the contractor to encounter any designated substances Under the requirements of Bill 208 of the Ministry of Labour Occupational Health & Safety Act while performing the work described in these contract documents. If a designated substance is found, the Contractor must immediately inform the NRC and his subcontractors

**6. GENERAL**

- .1 The word "provide" indicated in this Specification means to supply and install. Site Examination

**7. COMPLETION**

- .1 All work is to be on or before August 30<sup>th</sup> 2013

**8. COST BREAKDOWN**

- .1 Submit, for approval by the Departmental Representative, a breakdown of tender before submitting the first request for progress payment.
- .2 Use the approved cost breakdown as the basis for submitting all claims.
- .3 Request Departmental Representative's verbal approval to amount of claim prior to preparing and submitting the claim in its final form.

**9. MATERIALS AND WORKMANSHIP**

- .1 Install only new materials on this project unless specifically noted otherwise.
- .2 Only first class workmanship will be accepted, not only with regard to safety, efficiency, durability, but also with regard to neatness of detail and performance. Security Deposit.

**10. SUB-TRADES**

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

**11. SITE VISITS**

- .1 For tendering purposes, the site visit(s) must be attended in the presence of the Departmental Representative.

**12. MINIMUM STANDARDS**

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

**13. FIRE AND GENERAL SAFETY**

- .1 Comply with the requirements of Fire Commissioner of Canada Standards No. 301 and 302.
- .2 Comply with the requirements of the National Research Council, Fire Prevention Officer including those outlined in Section 01545.
- .3 Comply with safety related instructions from the Departmental Representative or the National Research Council, Fire Prevention Officer.
- .4 Comply with the National Building Code (Part 8, Construction Safety Measures) and the Provincial Construction Safety Act.

**14. PROTECTION AND WARNING NOTICES**

- .1 Provide all materials required to protect existing equipment.
- .2 Erect dust barriers to prevent dust and debris from spreading through the building.
- .3 Place dust protection in the form of cover sheets over equipment and furniture and tape these sheets to floors, to ensure no dust infiltration.
- .4 Repair or replace any and all damage to Owner's property caused during construction, at no cost to the Owner and to the satisfaction of the Departmental Representative.
- .5 Protect the buildings, roads, lawns, services, etc. from damage which might occur as a result of this work.
- .6 Plan and co-ordinate the work to protect the buildings from the leakage of water, dust, etc.
- .7 Ensure that all doors, windows, etc., that could allow transfer of dust, noise, fumes, etc., to other areas of the building are kept closed.
- .8 Secure working area at the end of each day's work and be responsible for the same.
- .9 Provide and maintain adequate safety barricades around the work sites to protect NRC personnel and the public from injury during the carrying out of work.

- .10 Post warnings in all instances where possible injury could occur such as Work Overhead, Hard Hat Areas, etc. or as required by the Departmental Representative.
- .11 Provide temporary protective enclosures over building entrances and exits to protect pedestrians. All enclosures to be structurally sound against weather and falling debris.

**15. FASTENING DEVICES**

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

**16. BILINGUALISM**

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

**17. TEMPORARY HEATING AND VENTILATING**

- .1 Bear the costs of temporary heat and ventilation during construction including costs of installation, fuel, operation, maintenance, and removal of equipment.
- .2 Use of direct-fired heaters discharging waste products into the work areas will not be permitted unless prior approval is given by the Departmental Representative.
- .3 Furnish and install temporary heat and ventilation in enclosed areas as required to:
  - .1 Facilitate progress of work.
  - .2 Protect work and products against dampness and cold.
  - .3 Reduce moisture condensation on surfaces to an acceptable level.
  - .4 Provide ambient temperature and humidity levels for storage, installation and curing of materials.
  - .5 Provide adequate ventilation to meet health regulations for a safe working environment.
- .4 Maintain minimum temperature of 10 °C (50 °F) or higher where specified as soon as finishing work is commenced and maintain until acceptance of the structure by the Departmental Representative. Maintain ambient temperature and humidity levels as required for comfort of NRC personnel.
- .5 Prevent hazardous or unhealthy accumulations of dust, fumes, mists, vapours or gases in areas occupied during construction including also, storage areas and sanitary facilities.

- .1 Dispose of exhaust materials in a manner that will not result in a harmful or unhealthy exposure to persons.
- .6 Maintain strict supervision of operation of temporary heating and ventilating equipment.
  - .1 Enforce conformance with applicable codes and standards.
  - .2 Comply with instructions of NRC Fire Prevention Officer including provision of full-time watchmen services when directed.
  - .3 Enforce safe practices.
  - .4 Vent direct-fired combustion units to outside.
- .7 After award of contract, Departmental Representative may permit use of the permanent system providing agreement can be reached on:
  - .1 Conditions of use, special equipment, protection and maintenance, replacement of filters.
  - .2 Methods of ensuring that heating medium will not be wasted and in the case of steam, agreement on what is to be done with the condensate.
  - .3 Saving on contract price.
  - .4 Provisions relating to guarantees on equipment.

**18. DISCREPANCIES & INTERFERENCES**

- .1 Before tender closing, examine drawings and specifications. Report at once to the Departmental Representative, any defects, discrepancies, omissions or interferences affecting the work.
- .2 Provide items mentioned in either the drawings or the specification.
- .3 Contractor to immediately inform the Departmental Representative in writing, of any discrepancies between the plans and the physical conditions so the Departmental Representative may promptly verify same.
- .4 Any work done after such a discovery, until authorized, is at the contractor's risk.
- .5 Where special interferences are encountered on the job and they have not been pointed out on the original tender or on the plans and specifications, provide offsets, bends or reroute the services to suit job conditions at no extra cost.
- .6 Arrange all work so as not to interfere in any way with other work being carried out.
- .7 Commencement of work will imply an acceptance of existing conditions.

**19. CO-OPERATION**

- .1 Co-operate with NRC staff in order to keep disruption of normal research work to an absolute minimum.

- .2 Work out in advance, a schedule for all work which might disrupt normal work in the building.
- .3 Have schedule approved by the Departmental Representative.
- .4 Notify the Departmental Representative in writing, 72 hours prior to any intended interruption of facilities, areas, corridors, mechanical or electrical services and obtain requisite permission.

**20. GENERAL REVIEW**

- .1 Periodic review of the contractor's work by the Departmental Representative, does not relieve the contractor of the responsibility of making the work in accordance with contract documents. Contractor shall carry out his own quality control to ensure that the construction work is in accordance with contract documents.

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

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

**22. TESTING**

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

**23. WORKING HOURS AND SECURITY**

- .1 Normal working hours on the NRC property are from 8:00 a.m. until 4:30 p.m., Monday to Friday inclusive except statutory holidays.
- .2 At all other times, special written passes are required for access to the building site.
- .3 Obtain permission from the Departmental Representative to perform the specific tasks before scheduling any work outside normal working hours.
- .4 An escort may be required whenever working outside normal hours. Contractor to bear the associated costs.
- .5 All persons employed by the contractor, or by any subcontractor, and working on the site must wear and keep visible identification badges issued by the Council.

**24. PROJECT SCHEDULE AND WORK ORGANIZATION**

- .1 Complete all work on or before August 30<sup>th</sup> 2013.
- .2 The contractor shall prepare a detailed schedule, fixing the date for commencement and completion of the various parts of the work and update the said schedule. Such schedule shall be made available to the Departmental Representative not later than two weeks after the award of the contract and prior to commencement of any work on site.
- .3 Provide enough piping crews composed of adequate number of qualified pipe fitters / welders to ensure completion of this project within allocated project schedule. Crews shall be assigned to perform work :
  - .1 on each side of both platforms for cutting of existing piping connections , removal of coil heads cleaning of tubes , reinstallation of repaired coil heads installation of new valves and pipe assemblies and
  - .2 on the ground or at the contractors fabrication shop to do welding new rolled grooved connections onto coil heads, fabrication of new pipe assemblies, etc...
- .4 Notify the Departmental Representative in writing of any proposed changes in schedule and obtain the approval of the Departmental Representative prior to implementing any changes which can affect the schedule
- .5 3 day(s) before the scheduled completion date arrange to do an interim inspection with the Departmental Representative.

**25. SERVICE INTERRUPTIONS**

- .1 Arrange for all service interruptions with the Departmental Representative. Do not operate any NRC equipment or plant.
- .2 Allow 72 hours notice prior to cutting into any existing service.
- .3 All service interruptions are to be of minimum duration.
- .4 Protect existing services as required and immediately make repairs if damage occurs.
- .5 Provide detours, bridges, alternate feeds, etc., as required to minimize disruptions.
- .6 Plan and perform work in advance in order to minimize disruption and service interruption.

**26. SHOP DRAWINGS**

- .1 Submit to Departmental Representative for review, shop drawings, product data and samples specified within 1 week after contract award.
- .2 Submit to Departmental Representative for review a complete list of all shop drawings, product data and samples specified and written confirmation of corresponding delivery dates within one (1) week after shop drawings, product data and samples approval date.

This list shall be updated on weekly basis and any changes to the list shall be immediately notified in writing to the Departmental Representative.

- .3 Review shop drawings, data sheets and samples prior to submission.
- .4 Submit 5 copies of all shop drawings and product data and samples for review, unless otherwise specified.
- .5 Review of shop drawings and product data by the Departmental Representative does not relieve the contractor of the responsibility for errors and omissions and for the conformity with contract documents.

**27. SAMPLES AND MOCK-UPS**

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

**28. MANUFACTURER'S INSTRUCTIONS**

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

**29. SPECIFICATIONS, "AS BUILTS"**

- .1 The contractor shall keep on the site, one (1) up-to-date copy of all specifications, drawings and bulletins pertaining to the work, in good order, available to the Departmental Representative and to his representatives at all times.
- .2 At least one (1) copy of such specifications and drawings shall be marked by the contractor to show all work "As Built" and shall be handed over to the Departmental Representative with the Application for Payment and for the Final Certificate of Completion.

**30. ACCEPTANCE OF SITE**

- .1 Inspect the site before commencing work, review any unexpected conditions with the Departmental Representative.



- .2 Commencement of work will imply acceptance of existing conditions.

**31. PARTIAL OCCUPANCY**

- .1 NRC may request partial occupancy of the facility if the contract extends beyond the expected completion date.

**32. USE OF SITE**

- .1 Restrict operations on site to the areas approved by the Departmental Representative at the time of tendering.
- .2 Locate all temporary structures, equipment, storage, etc., to the designated areas.
- .3 Restrict parking to the designated areas.
- .4 Do not restrict access to the building, routes, and services.
- .5 Do not encumber the site with materials or equipment.

**33. SITE ACCESS**

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

**34. OVERLOADING**

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

**35. TEMPORARY SERVICES**

- .1 A source of temporary power will be made available in the area. Bear all costs to make connections to the power source and perform distribution on site.

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

**36. SITE OFFICE & TELEPHONE**

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

**37. SANITARY FACILITIES**

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

**38. PROJECT MEETINGS**

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

**39. STORAGE**

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

**40. DRAINAGE**

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

**41. ENCLOSURE OF STRUCTURES**

- .1 Construct and maintain all temporary enclosures as required to protect foundations, sub-soil, concrete, masonry, etc., from frost penetration or damage.
- .2 Maintain in place until all chances of damage are over and proper curing has taken place.
- .3 Provide temporary weather tight enclosures for exterior openings until permanent sash and glazing and exterior doors are installed.
- .4 Provide lockable enclosures as required to maintain the security of NRC facilities and be responsible for the same.
- .5 Provide keys to NRC security personnel when required.

**42. LAYOUT OF WORK**

- .1 Lay out the work carefully and accurately.
- .2 Verify all dimensions and be responsible for them.
- .3 Locate and preserve general reference points.
- .4 Employ competent person to lay out work in accordance with control lines and grades provided by the Departmental Representative.

**43. CONCEALING**

- .1 Conceal all services, piping, wiring, ductwork, etc., in floors, walls or ceilings except where indicated otherwise.

**44. SPACE CONFLICT**

- .1 Maintain an awareness of responsibility to avoid space conflict with other trades.
- .2 Throughout the course of construction, keep continuously acquainted with field conditions, and the work being developed by all trades involved in the project.

**45. CUTTING AND PATCHING**

- .1 Cut existing surfaces as required to accommodate new work.
- .2 Remove all items as shown or specified.
- .3 Patch and make good with identical materials, the surfaces that have been disturbed, cut or damaged, to the Departmental Representative's satisfaction.
- .4 Where new pipes pass through existing construction, core drill an opening. Size openings to leave 12mm (1/2") clearance around the pipes or pipe insulation. Do not drill or cut any surface without the approval of the Departmental Representative.

- .5 Obtain written approval of the Departmental Representative before cutting openings through existing or new structural members.
- .6 Seal all openings where cables, conduits or pipes pass through walls with an acoustic sealant conforming to CAN/CGSB-19.21-M87.
- .7 Where cables, conduits and pipes pass through fire rated walls and floors, pack space between with compressed glass fibres and seal with caulking in accordance with CAN/CGSB-19.13-M87 AND NBC 3.1.7.

**46. CLEAN-UP DURING CONSTRUCTION**

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

**47. FINAL CLEAN-UP**

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

**48. DISPOSAL OF WASTES**

- .1 Dispose of waste materials including volatiles, safely off NRC property. Refer to the article entitled "Fire & General Safety" of this section.

**49. WARRANTY**

- .1 Refer to General Conditions "C", section GC32.
- .2 Ensure that all manufacturers' guarantees and warranties are issued in the name of the Contractor and the National Research Council.

**50. MAINTENANCE MANUALS**

- .1 Provide three (3) bilingual copies of maintenance manuals or two English and two French maintenance manuals immediately upon completion of the work and prior to release of holdbacks.
- .2 Manuals to be neatly bound in hard cover loose leaf binders.

- .3 Manuals to include operating and maintenance instructions, all guarantees and warranties, shop drawings, technical data, etc., for the material and apparatus supplied under this contract.

**51. IDENTIFICATION BADGES**

- .1 Use of Identification Badges is mandatory in NRC buildings.
- .2 Obtain all badges from the NRC Security office.

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

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

**53. DRAWINGS**

- .1 The following drawings illustrate the work and form part of this contract These drawings are included at the end of the statement of work section further in this specification booklet .
  - .1 46-IMC0119-001 through 46-IMC0119-005
  - .2 Original Drawings 3A . P2, P3 and P4 (included for reference and information )

**END OF SECTION**

## 1. GENERAL CONSTRUCTION SAFETY REQUIREMENTS

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

- .10 The Departmental Representative will monitor to ensure that safety requirements are met and that safety records are properly kept and maintained. Continued disregard for safety standards can cause the contract to be cancelled and the Contractor or sub-contractors removed from the site.
- .11 The Contractor will report to the Departmental Representative and jurisdictional authorities, any accident or incident involving Contractor or NRC personnel or the public and/or property arising from the Contractor's execution of the work.
- .12 If entry to a laboratory is required as part of the work of the Contractor, a safety orientation shall be provided to all his employees as well as those of any subcontractors regarding lab safety requirements and procedures, as provided by the Researcher or the Departmental Representative.
- .13 In regards to this specific project, refer to the "Statement of Work" section further in this specification booklet regarding the training requirements for accessing and using the mast supported platforms. Knowledge and use of fall arrest techniques and hardware is also a mandatory on this project.

## **2. FIRE SAFETY REQUIREMENTS**

### **.1 Authorities**

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

### **.2 Smoking**

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

### **.3 Hot Work**

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

**.4 Reporting Fires**

- .1 Know the exact location of the nearest Fire Alarm Pull Station and telephone, including the emergency phone number.
- .2 REPORT immediately, all fire incidents as follows:
  - .1 Activate nearest fire alarm pull station and;
  - .2 Telephone the following emergency phone number as appropriate:

**FROM AN NRC PHONE                      333**  
**FROM ANY OTHER PHONE              (613) 993-2411**

4. When reporting a fire by phone, give the location of fire, building number and be prepared to verify location.
5. The person activating fire alarm pull station must remain at a safe distance from the scene of the fire but readily available to provide information and direction to the Fire Department personnel.

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

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

**.6 Fire Extinguishers**

- .1 Provide a minimum of 1-20 lb. ABC Dry Chemical Fire Extinguisher at each hot work or open flame location.
- .2 Provide fire extinguishers for hot asphalt and roofing operations as follows:
  - a. Kettle area - 1-20 lb. ABC Dry Chemical;
  - b. Roof - 1-20 lb. ABC Dry Chemical at each open flame location.
- .3 Provide fire extinguishers equipped as below:
  - c. Pinned and sealed;



- d. With a pressure gauge;
- e. With an extinguisher tag signed by a fire extinguisher servicing company.

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

## **.7 Roofing Operations**

### **.1 Kettles:**

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

### **.2 Mops:**

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

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

- .1 DO NOT USE TORCHES NEXT TO WALLS.
- .2 DO NOT TORCH MEMBRANES TO EXPOSED WOOD OR CAVITY
- .3 Provide a Fire Watch as required by article 1.8 of this section.

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

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

## **.8 Welding / Grinding Operations**

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

## **.9 Fire Watch**

- .1 Provide a fire watch for a minimum of one hour after the termination of any hot work operation.
- .2 For temporary heating, refer to General Instructions Section 00 010 00.
- .3 Equip fire watch personnel with fire extinguishers as required by article 2.6.

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

- .1 Advise the Departmental Representative in advance of any work that would impede the response of Fire Department personnel and their apparatus. This includes violation of minimum overhead clearance, erection of barricades and the digging of trenches.
- .2 Building exit routes must not be obstructed in any way without special permission from the Departmental Representative, who will ensure that adequate alternative routes are maintained.
- .3 The Departmental Representative will advise the FPO of any obstruction that may warrant advanced planning and communication to ensure the safety of building occupants and the effectiveness of the Fire Department.

**.11 Rubbish and Waste Materials**

- .1 Keep rubbish and waste materials to a minimum and a minimum distance of 6m (20 feet) from any kettle or torches.
- .2 Do not burn rubbish on site.
- .3 Rubbish Containers
  - .1 Consult with the Departmental Representative to determine an acceptable safe location for any containers and the arrangement of chutes etc. prior to bringing the containers on site.
  - .2 Do not overfill the containers and keep area around the perimeter free and clear of any debris.
- .4 Storage
  - .1 Exercise extreme care when storing combustible waste materials in work areas. Ensure maximum possible cleanliness, ventilation and that all safety standards are adhered to when storing any combustible materials.
  - .2 Deposit greasy or oily rags or materials subject to spontaneous combustion in CSA or ULC approved receptacles and remove at the end of the work day or shift, or as directed.

**.12 Flammable Liquids**

- .1 The handling, storage and use of flammable liquids is governed by the current National Fire Code of Canada.

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

**3. Questions and/or clarifications**

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

**END OF SECTION**



National Research Council  
Canada

Conseil national de recherches  
Canada

Institute for Aerospace  
Research

Institute de  
recherche aérospatiale

**NRC - CNRC**

Aerodynamics Laboratory

Laboratoire d'aérodynamique

Ottawa, Canada  
K1A 0R6

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## Statement of Work

9m Low Speed Wind Tunnel Heat Exchanger and Piping  
Repairs.

NRC Project Number: Aerospace 46-IMC0119 ---- ASPM 3817  
SOW Number:  
Version: 7  
Prepared By: Tim Sadler  
Telephone: (613) 883-2306  
Facsimile:

## **1.0 Background and Purpose**

The National Research Council's 9m Wind Tunnel requires extensive repairs to a large bank of heat exchangers located within the settling chamber area of the wind tunnel (see Figures #1-#5).

For the past ten years or more, this system of heat exchangers has been operated in the summer months using treated water, and drained for the duration of the winter. The system is no longer operational due to excessive leaks. The leaks have been caused mostly by standing water that has frozen during the winter and broken a few of the tubes in some of the heat exchangers. This problem has been made worse by the amount of rust buildup in the heat exchanger tubes.

The heat exchanger system is comprised of five separate vertical columns of heat exchangers, only the center three columns are being repaired at this time. There are a total of 42 individual heat exchangers (coils), 38 of which are of common construction, 4 of which are smaller units of a different design.

## **2.0 Schedule**

- 2.1 The contractor shall complete all work defined in this statement of work on or before August 30, 2013.

## **3.0 Mandatory Qualifications**

- 3.1 As a mandatory bidding requirement the Contractor (or the subcontractor that will be responsible for the piping fitting /welding/repair aspects of this project) must be holders of a valid Certificate of Authorization, issued by the TSSA, for the fabrication and assembly of process piping in accordance with ASME B31.3 Process Piping Code.

## **4.0 Scope of Work and Supply**

### **4.1 Materials Supply**

All construction materials will be provided to the contractor by the NRC except for the following:

- All fabrication consumables such as for welding, grinding, steelwork and painting.
- Paint.
- Gaskets for the heat exchangers and piping.

### **4.2 Heat Exchanger Disassembly**

- 4.2.1 The contractor shall remove (cut away) the horizontal sections (expansion loops) of the supply and return piping immediately adjacent to the heat exchanger manifolds. In many cases, there are no flanges between the supply piping and the heat exchanger manifolds. Clearances are tight, and in many cases, plasma cutting is assumed to be the most effective cutting process. The center column consists of seven supplies, seven drains, and seven 180° elbow assemblies (heat exchanger couplers). See Figure #5. The left and right columns have a similar number of piping connections. This totals to 65 short piping assemblies to remove.
- 4.2.2 The contractor shall remove the piping manifolds from the heat exchangers. There are approximately 40 bolts in each manifold, and 42 manifolds to remove. The heat exchanger end caps have already been removed.

### **4.3 Heat Exchanger Tube Cleaning**

- 4.3.1 The contractor shall remove all debris from the heat exchanger tubes. Each heat exchanger has approximately 39 tubes, 15 feet long each. There are 42 heat exchangers.

### **4.4 Heat Exchanger Weep Holes**

- 4.4.1 Each heat exchanger coil has a 3/8" diameter internal weep (drainage) hole that is easily accessible when the manifold has been removed. Some of these weep holes have likely become plugged due to rust build-up. The contractor shall ensure that all of the weep holes are open. See Figure #14.

### **4.5 Heat Exchanger Manifold Cleaning, Repairs, Adapters and Re-assembly**

- 4.5.1 The manifolds are made from plate steel with 3.5" diameter pipe welded to them as outlets. The contractor shall clean each manifold (remove excessive rust build up and old gasket) as needed to ensure a leak-free and reliable gasket contact surface.
- 4.5.2 The contractor shall clean the heat exchanger as needed to ensure a leak-free and reliable gasket contact surface.
- 4.5.3 The contractor shall modify the manifold outlets as per Drawing 46-IMC0119-004. There are 38 manifolds to modify as shown, and another 4 to modify similarly using 2.5" pipe. Also see Figure #7.
- 4.5.4 Some of the manifolds have excessive local corrosion around the outlet pipes and drain fittings (see Figure #6). The contractor shall repair these areas by welding build-up as needed to restore the manifold's original thickness in the affected areas.

- 4.5.5 The contractor shall supply and install new gaskets for all heat exchanger manifolds. The gaskets shall be cut from 1/16" thick EPDM rubber such as Garlock 8314.
- 4.5.6 The contractor shall re-install all manifolds and ensure that the fasteners have been properly torque-tightened as follows:
- Outlet Manifolds: 7/16" UNC bolts shall be tightened to 40 ft-lb.
  - A second round of torque-tightening shall be required 24 hours or more after the first tightening to ensure the gaskets are fully set.

#### **4.6 Heat Exchanger End Cap Cleaning and Installation**

- 4.6.1 The contractor shall clean each of the heat exchanger end caps as needed to ensure a leak-free and reliable gasket contact surface.
- 4.6.2 The contractor shall clean the heat exchanger as needed to ensure a leak-free and reliable gasket contact surface.
- 4.6.3 The contractor shall supply and install new gaskets for all of the end caps. The gaskets shall be cut from 1/16" thick EPDM rubber such as Garlock 8314.
- 4.6.4 The contractor shall re-install all end-caps and ensure that the fasteners have been properly torque-tightened as follows:
- End caps: 3/8" UNC bolts shall be tightened to 25 ft-lb.
  - A second round of torque-tightening shall be required 24 hours or more after the first tightening to ensure the gaskets are fully set.

#### **4.7 New Heat Exchanger Supply Piping (Expansion Loop Piping)**

- 4.7.1 The original 3.5" supply expansion loops shall be replaced with new 3" Schedule 40 carbon steel pipe. The new expansion loop will connect to the heat exchanger and the existing supply pipe using grooved pipe fittings and welded-on adapters. Drawing 46-IMC0119-001 shows the new expansion loop pipe assembly to be fabricated and installed. There are 16 locations where the assembly shown on Drawing 46-IMC0119-001 is required, and another 7 locations where similar supply piping assemblies shall be completely field-fit between existing piping and the heat exchanger manifolds. The lower-most heat exchanger in the center column will not be installed while the contractor is on site, therefore the contractor is not required to complete the supply piping for this heat one heat exchanger (to be completed by NRC).

#### **4.8 New Heat Exchanger Drain Piping (Expansion Loop Piping)**

- 4.8.1 The original 3.5" drain expansion loops shall be replaced with new 3" Schedule 40 carbon steel pipe. In addition, an isolation valve will be installed in each of these expansion loops. The valves are 3" diameter butterfly valves designed to be installed using grooved (Victaulic style) fittings. The new expansion loop will connect to the heat exchanger and the existing 8" drain pipe using grooved pipe fittings and welded-on adapters. Drawing 46-IMC0119-003 shows the new expansion loop pipe assembly to be fabricated and installed. There are 17 locations where the assembly shown on Drawing 46-IMC0119-003 is required, and another 6 locations where similar supply piping assemblies shall be completely field-fit between existing piping and the heat exchanger manifolds.

#### **4.9 New Heat Exchanger Coupling Piping (180° elbows)**

4.9.1 Most of the heat exchangers are coupled in pairs, such that one 3.5" supply riser pipe supplies two 5' x 15' heat exchanger coils with the flow passing through them in series. The connection between paired heat exchanger coils is a fabricated 180° elbow. The contractor shall replace these elbows with 3" Schedule 40 carbon steel pipe, elbows and adapters for grooved fittings. Drawing 46-IMC0119-002 shows the new elbow assemblies to be fabricated and installed. There are 19 locations where the assembly on drawing 46-IMC0119-002 is required. The lower-most heat exchanger in the center column will not be installed while the contractor is on site, therefore the contractor is not required to complete the coupling piping between this heat exchanger and the one immediately above it (to be completed by NRC).

#### **4.10 New Supply Valves**

4.10.1 There are 19 existing 3.5" diameter supply valves (globe valves). All of these valves shall be replaced with 3" diameter butterfly valves. The contractor shall remove and dispose of the old valves and flanges, and weld-install new flanges and make-up piping for these valves. The valve installations shall be as per Drawing 46-IMC0119-005.

4.10.2 The contractor shall install all valves and supply all flange gaskets required to do so.

#### **4.11 New Supply Line Weld Outlets**

4.11.1 The contractor shall weld-install one ¾" diameter threaded weldolet (branch outlet) above each of the 23 supply valves as per Drawing 46-IMC0119-005. These ports will be used for leak testing, winterising and possibly for sacrificial anodes.

#### **4.12 New Vent Lines**

4.12.1 Each of the three columns of heat exchanger coils has threaded piping connected to the top of each column to purge air from the heat exchanger system. The existing arrangement has one outlet per heat exchanger column which are then collected into one pipe that runs down and to the top of the cooling tower. The contractor shall remove this existing piping.

4.12.2 New vent lines shall be installed using 1.5" diameter schedule 40 carbon steel pipe with threaded fittings. Three separate vent lines shall be installed (one per column). The vent lines shall branch off of the outlet for the top heat exchanger in each column and run vertically to the bottom of the settling chamber alongside the existing supply and return piping, pass through the tunnel shell and terminate with a ball valve located approximately at the same height as the existing supply valves.

4.12.3 The air vent lines shall be supported at the top of the vertical run by one hanger, and guided using u-bolts at the same 4 locations as the supply piping (see drawing # 11056, sheet 4). The contractor shall install these pipe supports.

4.12.4 The vent lines shall be finished with one coat primer and one coat oil-based rust paint (white).



#### **4.13 Pneumatic Control Tubing for the Drain Isolation Valves**

- 4.13.1 The new butterfly valves (pneumatically actuated) installed in the drain lines require ¼” plastic tubing for the supply and exhaust of control air. Each of the 23 valves will require an independent supply (control) line.
- 4.13.2 All of the exhaust ports of the valve actuators in each column shall be connected to a common tube (i.e. one common exhaust line per heat exchanger column).
- 4.13.3 All of the pneumatic tubing shall be run vertically inside the nearest structural column (14” wide-flange I-beam). All tubing shall be run to the bottom of the column and a coil of 10’ extra tubing shall be left for others to terminate.
- 4.13.4 The tubes shall be secured to the column using NRC supplied tube guides in 8 locations per column (24 total). Each tube guide requires the contractor to drill and tap two holes for #12 machine screws.
- 4.13.5 All tubing shall be installed after welding and cutting operations are completed to avoid damage.

#### **4.14 Weld Inspections and Acceptance Criteria**

- 4.14.1 All welding work completed by the contractor shall meet or exceed the visual inspection criteria as per ASME B31.3-2006 table 341.3.2 “Normal and Category M Fluid Service”. Inspection to be conducted by NRC Departmental Representative
- 4.14.2 In case of disagreement in regards to the visual inspection of certain welds, NRC will hire a qualified independent examiner to review the disputed welds. The result of this third party examination shall be binding.

#### **4.15 Leak Tests**

- 4.15.1 Each of the 23 sections of the heat exchanger shall be leak tested using water at 150 psig. The test shall include all piping and components between the supply valves at the ground level and the newly installed drain valve. Pass criteria: no visible leaks after 10 minutes of full pressure. The contractor may use compressed air to quickly check their work for leaks as needed to avoid delays associated with hydraulic testing. Pneumatic leak tests shall not exceed 25 psig at any time.
- 4.15.2 Each of the three drain lines (8” vertical columns) shall also be leak tested using water at 150 psig. The test shall include all components from (and including) the 8” isolation valves at ground level to (and including) the newly installed 3” drain valves. Pass criteria: no visible leaks after 10 minutes of full pressure.

#### **4.16 Repairs as a result of failed leak test(s)**

- 4.16.1 New piping, new piping welds, grooved fitting connections and heat exchanger gasket leaks. Leaks in any of these areas are the contractor’s responsibility to repair and re-test.

#### **4.17 Miscellaneous**

- 4.17.1 The contractor shall verify all piping dimensions on supplied drawings before fabricating each pipe assembly to ensure there are no interferences or problems.
- 4.17.2 All contractor personnel that will be using the mast climbing work platforms shall be trained to do so by the manufacturer of the system (Klimer) or one of their approved partners. The contractor shall be responsible for organizing and paying for this training. A representative for Klimer can be contacted at (905) 876-1452 or [www.klimer.com](http://www.klimer.com). This training must be organized to occur no later than 1 week after contract award.
- 4.17.3 In several areas, the fins of the heat exchanger have been flattened. The contractor shall straighten these fins.

### **5.0 Site Conditions:**

#### **5.1 Access to the Settling Chamber**

Prior to the contractor's arrival, the NRC will have the site prepared as follows:

- 5.1.1 Exterior scaffolding similar to that shown in Figure #10.
- 5.1.2 The access hatch in the tunnel shell will have been opened.
- 5.1.3 Interior scaffolding will have been installed as shown in Figure #11.

#### **5.2 Access to the Heat Exchanger (Mast Climbing Work Platforms, MCWP)**

Prior to the contractor's arrival, the NRC will have the site prepared as follows:

- 5.2.1 Two mast climbing work platforms will have been installed into the wind tunnel settling chamber. One mast climber will be on the upstream side of the heat exchanger, and the other on the downstream side. The mast climber platforms extend the full width of the three columns of heat exchangers.
- 5.2.2 The heat exchanger piping cannot be accessed directly from the main platform of the upstream MCWP. Platform extensions and associated railing need to be manually extended after reaching the desired working height. The extensions cannot be left extended while travelling vertically because of interferences with various piping supports and wind tunnel structure. See Figure #13 for an example of a platform extension. The platform extensions include a system of handrail posts, plywood decks, wood 2x6's for handrails and scaffold planks. The contractor shall be responsible for custom cutting plywood decks and 2x6 handrails as needed to suit each platform extension.
- 5.2.3 The mast climbers are rated for four people plus 2000 lbs of equipment, equally distributed across the main platform.

#### **5.3 Electric Chain Falls**

- 5.3.1 On the upstream side of the heat exchanger (piping side) there will be four, 1 ton electric chain falls with remote controls. Three of the chain falls have 60 feet of chain, the fourth one has only 15 feet. The controller can operate all four of the chain falls simultaneously, or in any combination of up/down/off.
- 5.3.2 The contractor may use these chain falls, however the contractor shall correct any damages that occur to them during their use.

#### **5.4 Power Supply**

Prior to the contractor's arrival, the NRC will have the site prepared as follows:

- 5.4.1 An auxiliary power panel installed under the deck of the scaffolding inside the settling chamber that can provide the following power:
- 120V, 20A, six circuits are available.
  - 208V, three phase, 30A outlets. Three circuits are available.

#### **5.5 Lighting**

- 5.5.1 Basic lighting for inside the settling chamber will be set-up by the NRC; however work lighting is the contractor's responsibility.

#### **5.6 Facility Access**

- 5.6.1 The contractor will have access to the settling chamber and to the exterior of the settling chamber. The contractor is responsible for their own worksite storage and exterior covered work areas, if required.
- 5.6.2 Washroom / lunchroom facilities are not available; the contractor is responsible to provide their own hospitality areas.

#### **5.7 Waste**

- 5.7.1 The contractor shall provide their own waste disposal.
- 5.7.2 All hazardous materials brought to site by the contractor shall be handled appropriately, and removed completely before the contractor leaves the site at the end of the project.
- 5.7.3 The contractor shall also dispose of, or recycle, any waste and metal produced by the project.

#### **5.8 Landscaping**

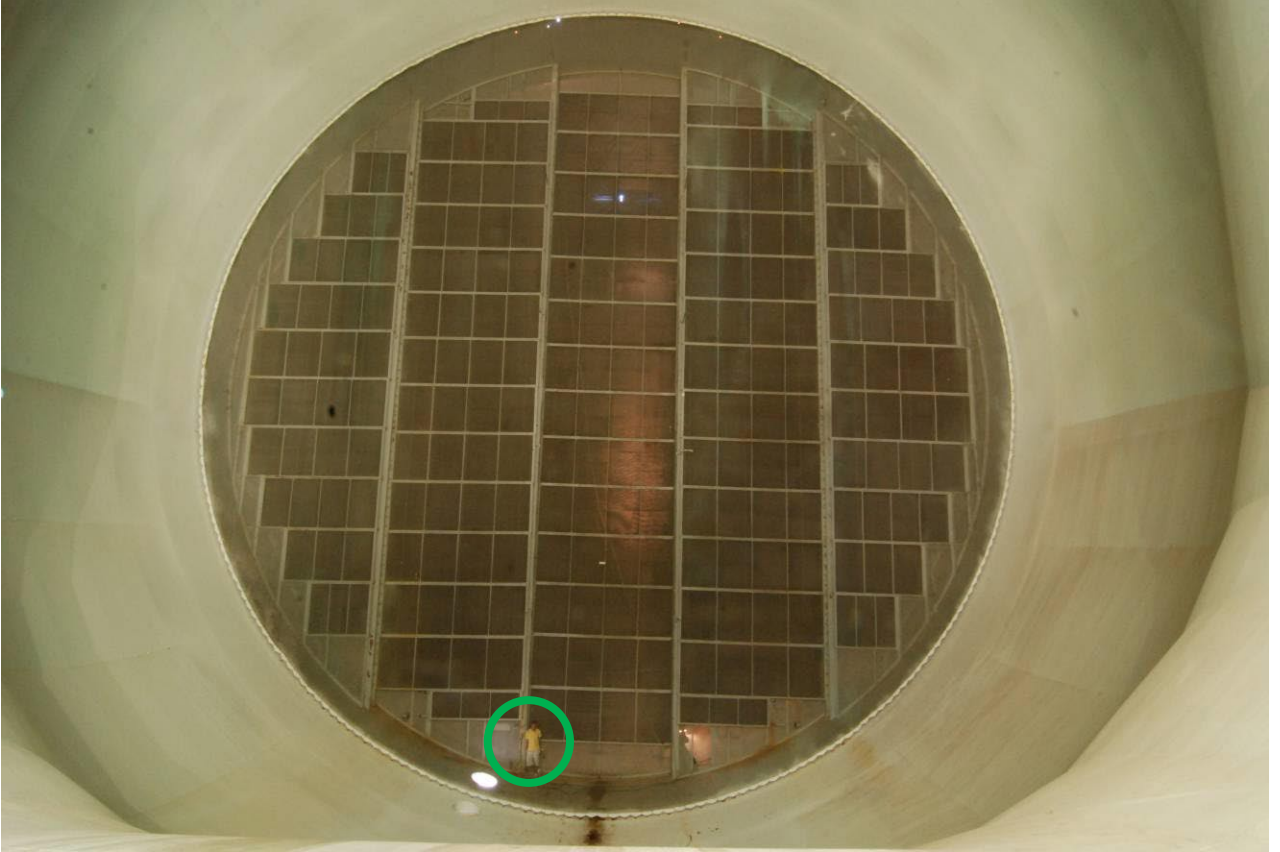
- 5.8.1 The grounds around the site are grassy / sandy areas with generally very good drainage. The contractor shall be responsible to repair any ruts, or holes left in the grounds by their vehicles or equipment. Re-seeding is not necessary.

# **ANNEX**

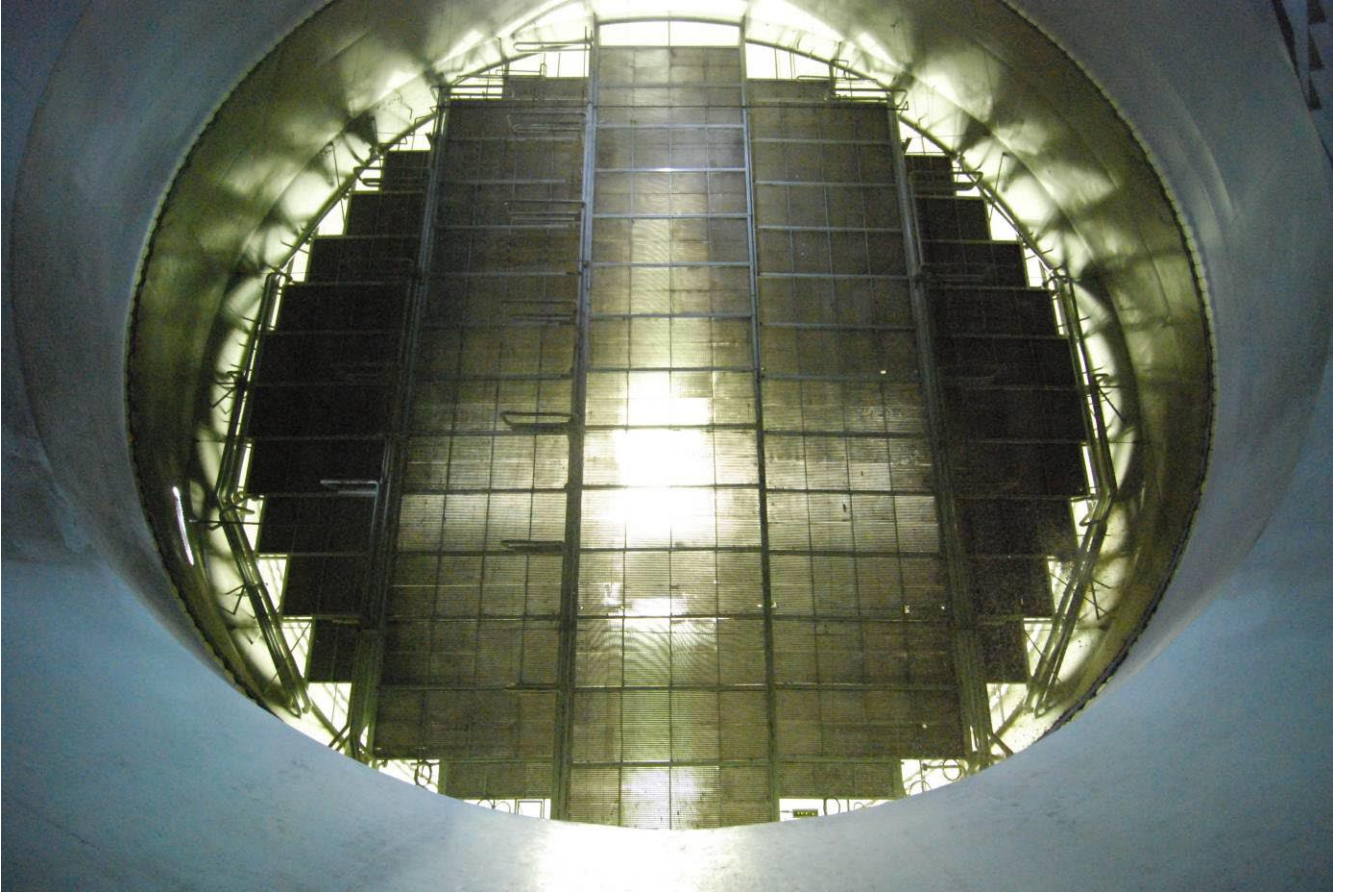
**Figure 1: Wind Tunnel Settling Chamber**



Figure 2: Heat Exchanger, Downstream Side, 82ft in Diameter



**Figure 3: Heat Exchanger, Upstream Side**

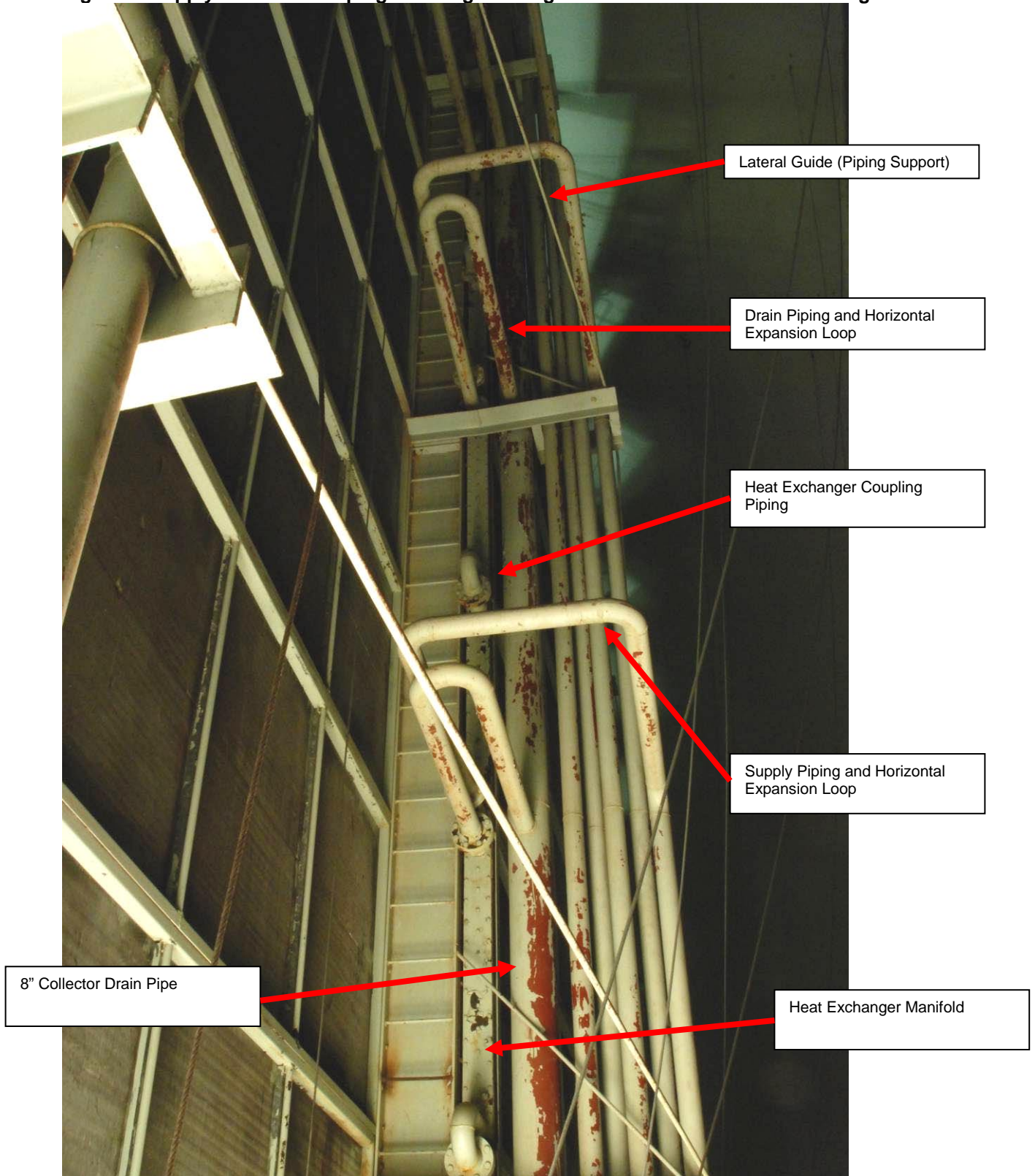


**Figure 4: Looking Upwards at the Supply and Return Piping**





**Figure 5: Supply and Return Piping Showing Existing Connections to the Heat Exchangers**



**Figure 6: Example of Existing Crevice Corrosion Around the Wetted Side of a Manifold's Pipe Outlet.**



**Figure 7: Example of a Manifold Fitted with a New Adapter for 3" Grooved Fittings**



**Figure 8: Example of one of the Pneumatically Operated Valves**



**Figure 9: Example of a 3" Grooved Pipe Adapter Ready for Welding to a 3.5" Branch of the 8" Drain Line.**



**Figure 10: Exterior Scaffolding and Access Hatch**



**Figure 11: Interior Scaffolding (Mast Climber not Installed)**



**Figure 12: Upstream Mast Climber Near the Top. (Shown partially assembled, not full width)**



Figure 13: Example of a MCWP Platform Extension



Figure 14: Heat Exchanger Coil Internal Weep Hole







**TP1 Amount Payable – General**

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

1.1.1 the aggregate of the amounts described in TP2 exceeds

1.1.2 the aggregate of the amounts described in TP3

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

**TP2 Amounts Payable to the Contractor**

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

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

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

**TP3 Amounts Payable to Her Majesty**

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

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

**TP4 Time of Payment**

4.1 In these Terms of Payment

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

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

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

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

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



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



work under the contract have been fully discharged.

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



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

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

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

**TP6 Delay in Making Payment**

- 6.1 Notwithstanding GC7 any delay by Her Majesty in making any payment when it is due pursuant to these Terms of Payment shall not be a breach of the contract by Her Majesty.

- 6.2 Her Majesty shall pay, without demand from the Contractor, simple interest at the Bank Rate plus 1 -1/4 per centum on any amount which is overdue pursuant to TP4.1.3, and the interest shall apply from and include the day such amount became overdue until the day prior to the date of payment except that

- 6.2.1 interest shall not be payable or paid unless the amount referred to in TP6.2 has been overdue for more than 15 days following

6.2.1.1 the date the said amount became due and payable, or

6.2.1.2 the receipt by the Departmental Representative of the Statutory Declaration referred to in TP4.5, TP4.8 or TP4.11,

whichever is the later, and

- 6.6.2 interest shall not be payable or paid on overdue advance payments if any.

**TP7 Right of Set-off**

- 7.1 Without limiting any right of set-off or deduction given or implied by law or elsewhere in the contract, Her Majesty may set off any amount payable to Her Majesty by the Contractor under this contract or under any current contract against any amount payable to the Contractor under this contract.

- 7.2 For the purposes of TP7.1, "current contract" means a contract between Her Majesty and the Contractor

7.2.1 under which the Contractor has an undischarged obligation to perform or supply work, labour or material, or

7.2.2 in respect of which Her Majesty has, since the date of which the Articles of Agreement were made, exercised any right to take the work that is the subject of the contract out of the Contractor's hands.



**TP8 Payment in Event of Termination**

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

**TP9 Interest on Settled Claims**

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



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## **GC1 Interpretation**

### **1.1 In the contract**

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

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

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



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

**GC2 Successors and Assigns**

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

**GC3 Assignment of Contract**

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

**GC4 Subcontracting by Contractor**

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

**GC5 Amendments**





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

**GC6 No Implied Obligations**

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

**GC7 Time of Essence**

- 7.1 Time is of the essence of the contract.

**GC8 Indemnification by Contractor**

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

**GC9 Indemnification by Her Majesty**

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

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



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

### **GC11 Notices**

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

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

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



the purpose of performing this contract.

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

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

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

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

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



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

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

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

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

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



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

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

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

### **GC17 Examination of Work**

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

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

### **GC18 Clearing of Site**

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

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

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

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

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

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

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



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

#### **GC20 National Security**

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

#### **GC21 Unsuitable Workers**

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

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



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

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

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

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

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



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

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

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

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

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





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

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

#### **GC27 Insurance**

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

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

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

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

#### **GC28 Insurance Proceeds**

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

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

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

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

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

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

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

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



creditor.

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

#### **GC29 Contract Security**

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

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

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



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

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

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



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

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

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

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

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

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

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



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

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

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

- 35.1 Subject to GC35.2 no payment, other than a payment that is expressly stipulated in the contract, shall be made by Her Majesty to the Contractor for any extra expense or any loss or damage incurred or sustained by the Contractor.
- 35.2 If the Contractor incurs or sustains any extra expense or any loss or damage that is directly attributable to
- 35.2.1 a substantial difference between the information relating to soil conditions at the work site that is contained in the Plans and Specifications or other documents supplied to the Contractor for his use in preparing his tender or a reasonable assumption of fact based thereon made by the Contractor, and the actual soil conditions encountered by the Contractor at the work site during the performance of the contract, or
- 35.2.2 any neglect or delay that occurs after the date of the contract on the part of Her Majesty in providing any information or in doing any act that the contract either expressly requires Her Majesty to do or that would ordinarily be done by an owner in accordance with the usage of the trade,

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

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



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

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

### **GC36 Extension of Time**

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

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

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



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

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

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



Contractor's failure to complete the work.

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

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

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

**G40 Suspension of Work by Minister**

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





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

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

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

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

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



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

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

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

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

42.2.3 the consent of the Contractor authorizing a payment.

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

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

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

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

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



Majesty to pay the Contractor.

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

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

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



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

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

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

- 44.1 On the date that
- 44.1.1 the work has been completed, and
  - 44.1.2 the Contractor has complied with the contract and all orders and directions made pursuant thereto,
- both to the satisfaction of the Departmental Representative, the Departmental Representative shall issue a Final Certificate of Completion to the Contractor.
- 44.2 If the Departmental Representative is satisfied that the work is substantially complete he shall, at any time before he issues a certificate referred to in GC44.1, issue an Interim Certificate of Completion to the Contractor, and
- 44.2.1 for the purposes of GC44.2 the work will be considered to be substantially complete,
    - 44.2.1.1 when the work under the contract or a substantial part thereof is, in the opinion of the Departmental Representative, ready for use by Her Majesty or is being used for the purpose intended; and
    - 44.2.1.2 when the work remaining to be done under the contract is, in the opinion of the Departmental Representative, capable of completion or correction at accost of not more that
      - 44.2.1.2.1 -3% of the first \$500,000, and
      - 44.2.1.2.2 -2% of the next \$500,000, and
      - 44.2.1.2.3 -1% of the balance
- of the value of the contract at the time this cost is calculated.
- 44.3 For the sole purpose of GC44.2.1.2, where the work or a substantial part thereof is ready for use or is being used for the purposes intended and the remainder of the work or a part thereof cannot be completed by the time specified in A2.1, or as amended pursuant to GC36, for reasons beyond the control of the Contractor or where the Departmental Representative and the Contractor agree not to complete a part of the work within the specified time, the cost of that part of the work



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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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





Minister may direct.

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

**GC52 Conflict of Interest**

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

**GC53 Contractor Status**

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



APPENDIX 'D'

**Fair Wages and Hours of Labour**

**Labour Conditions**

ANNEXE 'D'

**Justes Salaires et Heures de**

**Travail**

**Conditions de Travail**

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**01 Interpretation**

**In these Conditions**

- (a) "Act" means the Fair Wages and Hours of Labour Act;
- (b) "Regulations" means the Fair Wages and Hours of Labour Regulations made pursuant to the Act;
- (c) "contract" means the contract of which these Labour Conditions are part;
- (d) "contracting authority" means the department of Government or a crown corporation with whom the contract is made;
- (e) "contractor" means the person who has entered into the contract with the contracting authority;
- (f) "regional director" means the director of a regional office of the Department of Human Resources Development or the director's designated representative;
- (g) "inspector" has the meaning assigned to the term by Part III of the Canada Labour Code.
- (h) "Minister" means the Minister of Labour of Canada;
- (i) "persons" means those workers employed by the contractor, subcontractor or any other person doing or contracting to do the whole or any part of the work contemplated by the contract;

**01 Interprétation**

**Dans ces conditions**

- a) «Loi» désigne la Loi sur les justes salaires et les heures de travail;
- b) «Règlement» désigne le Règlement sur les justes salaires et les heures de travail établi en application de la Loi;
- c) «contrat» désigne le contrat auquel sont annexées les présentes Conditions de travail;
- d) «adjudicateur» désigne le ministère du gouvernement ou la société d'État avec lequel le contrat a été passé;
- e) «entrepreneur» désigne la personne qui a passé le contrat avec l'adjudicateur;
- f) «directeur régional» le responsable d'un bureau régional du ministère du Développement des ressources humaines ou son représentant désigné;
- g) «inspecteur» s'entend au sens de la partie III du Code canadien du travail;
- h) «Ministre» désigne le ministre du Travail du Canada;
- i) «personnes» désigne les travailleurs employés par l'entrepreneur, le sous-traitant ou toute autre personne exécutant ou s'engageant par contrat à exécuter la totalité ou une partie quelconque des travaux prévus dans le contrat;

## 02 General Fair Wage Clause

(a) All persons in the employ of the contractor, subcontractor, or any other person doing or contracting to do the whole or any part of the work contemplated by the contract, shall during the continuance of the work:

i) be paid fair wages that is, such wages as are generally accepted as current for competent workers in the district in which the work is being performed for the character or class of work in which such workers are respectively engaged; and

ii) in all cases, be paid no less than the minimum hourly rate of pay established by the Labour Program of the Department of Human Resources Development in the Fair Wage Schedules which form a part of this contract as Appendix A to these Labour Conditions; and

iii) for contracts covering work performed in the province of Quebec, be paid at least the wage rates established by that province for the purposes of the Quebec "Construction Decree".

(b) Where there is no wage rate in the schedules referred to in (a) for a particular character or class of work, the contractor shall pay wages for that character or class of work at a rate not less than the rate for an equivalent character or class of work.

(c) Where during the term of the contract, the contractor receives notice from the contracting authority of any change in wage rates, the contractor shall pay not less than the changed wage rate beginning on the first day after receipt, by the contractor, of the notice of the change in wage rates.

## 03 Hours of Work

(a) The hours of work in a day and in a week of persons employed in the execution of the contract, including the hours of work in excess of which a person shall be paid overtime at a rate at least equal to one and one half times the fair wage, are the hours of work for the province in which the work is being performed as set out from time to time in an Act of that province.

(b) The daily or weekly hours of work referred to in paragraph (a) may be exceeded in accordance with the applicable provincial law.

## 02 Clause générale de justes salaires

(a) Toutes les personnes employées par l'entrepreneur, le sous-traitant ou toute autre personne exécutant ou s'engageant par contrat à exécuter la totalité ou une partie quelconque des travaux prévus dans le contrat seront payées :

i) des justes salaires tant que dureront les travaux, c'est-à-dire les salaires généralement reconnus comme salaires courants pour les travailleurs qualifiés dans la région où les travaux sont exécutés, selon la nature ou la catégorie du travail auquel ces travailleurs sont respectivement affectés; et

ii) dans tous les cas, pas moins que les taux horaires minima fixés par le Programme du travail du ministère du Développement des ressources humaines dans les échelles de justes salaires qui deviennent partie de ce contrat en tant qu'Annexe A de ces Conditions de travail; et

iii) pour les contrats concernant les travaux effectués dans la province de Québec, pas moins que les taux de salaires qui sont établis par cette province pour les fins du "Décret de la construction" du Québec.

(b) Lorsqu'il n'y a aucun taux prévu dans l'échelle des taux de salaires à l'égard d'un travail d'une nature ou d'une catégorie données, l'entrepreneur verse à l'employé un taux de salaire qui n'est pas inférieur à celui établi pour un travail de nature ou de catégorie équivalente.

(c) Lorsque pendant la durée du contrat, l'entrepreneur reçoit de l'adjudicateur un avis de modification à l'échelle de salaires, l'entrepreneur rémunère les employés touchés par cette modification à des taux qui ne sont pas inférieurs aux taux modifiés à compter de la journée qui suit la réception par lui, de l'avis.

## 03 Durée du travail

(a) Les heures de travail quotidiennes et hebdomadaires des personnes employées à l'exécution du contrat, notamment les heures au-delà desquelles une personne doit être rétribuée selon le tarif pour heures supplémentaires, soit au moins le juste salaire majoré de 50 pour cent, sont celles fixées et éventuellement modifiées par la législation de la province dans laquelle le travail est effectué.

(b) Les heures de travail quotidiennes ou hebdomadaires mentionnées à l'alinéa (a) peuvent être dépassées conformément à la législation provinciale applicable.

<p><b>04 Labour Conditions to be Posted</b></p> <p>For the information and the protection of all persons, the contractor agrees to post and keep posted, in a conspicuous place on the premises where work contemplated by the contract is being carried out or on premises occupied or used by persons engaged in carrying out such work, a copy of these Labour Conditions, and a copy of the applicable Fair Wage Schedules along with any subsequent changes.</p>	<p><b>04 Affichage des conditions de travail</b></p> <p>Pour l'information et la protection de toutes les personnes, l'entrepreneur convient d'afficher et de tenir affichés, bien à la vue, à l'endroit où les travaux prévus dans le contrat sont exécutés, ou dans les locaux occupés ou fréquentés par les personnes employées à l'exécution desdits travaux, un exemplaire des présentes Conditions de travail, un exemplaire de l'échelle de justes salaires applicable et toutes modifications subséquentes.</p>
<p><b>05 The Contractor to Keep Records which are to be Kept Open for Inspection</b></p> <p>(a) The contractor agrees to keep books and records showing the names, addresses, classifications of employment and work of all workers employed under the contract, the rate of wages to be paid, the wages paid and the daily hours worked by the workers.</p> <p>(b) The contractor also agrees that the contractor's books, records and premises will be open at all reasonable times for inspection by an inspector.</p> <p>(c) The contractor also agrees to furnish the inspector and the contracting authority, on request, with such further information as is required to ascertain that the requirements of the Act, the Regulations and the contract with respect to wages, hours of work and other labour conditions have been complied with.</p>	<p><b>05 L'entrepreneur tient des dossiers pour fins d'inspection</b></p> <p>(a) L'entrepreneur convient de tenir les registres et dossiers où sont consignés le nom, l'adresse et la catégorie d'emploi et de travail de tous les travailleurs employés à des travaux exécutés en vertu du contrat, de même que le taux de salaire, le salaire payé et la durée journalière du travail pour chacun de ces travailleurs.</p> <p>(b) L'entrepreneur convient également à faire en sorte que ses registres, ses dossiers et ses locaux soient accessibles en tout temps opportun, pour fins d'inspection par un inspecteur.</p> <p>(c) L'entrepreneur convient en outre de fournir, sur demande, à l'inspecteur et à l'adjudicateur tous les autres renseignements requis pour permettre de constater qu'on a satisfait aux exigences de la Loi, des règlements et du contrat en ce qui concerne les salaires, la durée du travail et les autres conditions de travail.</p>
<p><b>06 Departmental Requirements before Payment made to Contractor</b></p> <p>(a) The contractor agrees that the contractor will not be entitled to payment of any money otherwise payable under the contract until the contractor has filed with the contracting authority in support of a claim for payment a sworn statement:</p> <p>(i) that the contractor has kept the books and records required by these Regulations,</p> <p>(ii) that there are no wages in arrears in respect of work performed under the contract, and</p> <p>(iii) that to the contractor's knowledge, all the conditions in the contract required by the Act and the Regulations have been complied with.</p> <p>(b) The contractor also agrees that, where fair wages have not been paid by the contractor to persons employed under the contract, the contracting authority shall withhold from any money otherwise payable under the contract to the contractor the amount necessary to ensure that fair wages are paid to all employees until fair wages are paid.</p>	<p><b>06 Exigences du ministère avant le versement des sommes dues à l'entrepreneur</b></p> <p>(a) L'entrepreneur convient qu'il n'aura droit au paiement d'aucune somme qui autrement devrait lui être versée en vertu du contrat tant qu'il n'aura pas déposé auprès de l'adjudicateur, à l'appui de sa réclamation de paiement, une déclaration sous serment indiquant:</p> <p>(i) qu'il a tenu les registres et dossiers requis par les présents règlements,</p> <p>(ii) qu'il n'y a pas d'arrérages de salaires à l'égard des travaux exécutés en vertu du contrat, et</p> <p>(iii) qu'à sa connaissance, toutes les conditions du contrat exigées par la Loi et les règlements ont été observées.</p> <p>(b) L'entrepreneur convient en outre que lorsqu'il n'a pas versé un juste salaire à une personne employée en vertu du contrat, l'adjudicateur sera autorisé à retenir de toute somme autrement payable à l'entrepreneur en vertu du contrat la somme requise pour assurer le paiement de justes salaires à tous les employés jusqu'à ce qu'ils aient touché leur juste salaire.</p>

<p><b>07 Authority to pay Wages in the Event of Default by the Contractor</b></p> <p>(a) The contractor agrees that where the contractor is in default of payment of fair wages to an employee, the contractor will pay the Minister the amount the contractor is in default.</p> <p>(b) The contractor agrees that where the contractor fails to comply with paragraph (a), the contracting authority will pay to the Receiver General, out of any money otherwise payable to the contractor, the amount for which the contractor is in default.</p>	<p><b>07 Paiement des salaires par l'adjudicateur si l'entrepreneur omet de le faire</b></p> <p>(a) L'entrepreneur convient qu'à défaut du paiement par ce dernier d'un juste salaire à un travailleur, l'entrepreneur devra verser au ministre le montant qu'il a omis de payer.</p> <p>(b) L'entrepreneur convient que s'il omet de se conformer au paragraphe (a), l'adjudicateur paiera au Receveur général, à même les sommes autrement payables à l'entrepreneur, le montant qu'il a omis de payer.</p>
<p><b>08 Conditions of Subcontracting</b></p> <p>The contractor and the subcontractor agree that in subcontracting any part of the work contemplated by the contract, they will place in the subcontract the conditions respecting fair wages, hours of work and other labour conditions set out in the contract and the requirements set out in Section 4. The contractor further agrees that the contractor will be responsible for carrying out these conditions in the event the subcontractor fails to carry them out.</p>	<p><b>08 Conditions imposées à un sous-traitant</b></p> <p>L'entrepreneur et le sous-traitant conviennent, dans l'adjudication à un sous-traitant de toute partie des travaux prévus par le contrat, d'insérer dans le sous-contrat les conditions relatives aux justes salaires, à la durée du travail et autres conditions de travail indiquées dans le contrat ainsi que les obligations énoncées à l'article 4. L'entrepreneur convient en outre qu'il sera responsable du respect de ces conditions si elles ne sont pas respectées par le sous-traitant.</p>
<p><b>09 Non-discrimination in Hiring and Employment of Labour</b></p> <p>The contractor agrees that in the hiring and employment of workers to perform any work under the contract, the contractor will not refuse to employ and will not discriminate in any manner against any person because</p> <p>(a) of that person's race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status;</p> <p>(b) of the race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status of any person having a relationship or association with that person, or</p> <p>(c) a complaint has been made or information has been given in respect of that person relating to an alleged failure by the contractor to comply with subparagraph (a) or (b).</p>	<p><b>09 Non-discrimination dans l'embauchage et l'emploi de main-d'oeuvre</b></p> <p>L'entrepreneur convient que dans l'embauchage et l'emploi des travailleurs aux fins de l'exécution de tout travail en vertu du contrat, l'entrepreneur ne refusera pas d'employer une personne ou d'exercer de quelque façon que ce soit des distinctions injustes à l'endroit d'une personne en raison</p> <p>(a) de la race, de l'origine nationale ou ethnique, de la couleur, de la religion, de l'âge, du sexe, de l'orientation sexuelle, de l'état matrimonial, de la situation de famille, de l'état de personne graciée ou d'une déficience de la personne;</p> <p>(b) de la race, de l'origine nationale ou ethnique, de la couleur, de la religion, de l'âge, du sexe, de l'orientation sexuelle, de l'état matrimonial, de la situation de famille, de l'état de personne graciée ou d'une déficience de toute personne ayant un lien avec elle;</p> <p>(c) du fait que cette personne a porté plainte ou a fourni des renseignements ou parce qu'une plainte a été portée ou des renseignements ont été fournis en son nom relativement à toute prétendue omission de la part de l'entrepreneur de se conformer aux sous-alinéas (a) ou (b).</p>



**FAIR WAGE SCHEDULE**  
FOR FEDERAL CONSTRUCTION CONTRACTS

**ÉCHELLE DE JUSTES SALAIRES**  
POUR LES CONTRATS FÉDÉRAUX DE CONSTRUCTION

**Ontario – Ottawa Zone / Ontario – Zone d’Ottawa**  
**Effective August 15, 2011 / En vigueur le 15 août 2011**

<p>Construction trades workers on the federal government construction contract listed in this appendix must be paid a regular hourly wage rate no less than the rate on this schedule for the type of work they are doing under the contract.</p> <p>The apprentice wage rates are included into this schedule by reference to the Ontario <i>Trades Qualification and Apprenticeship Act</i> and its Regulations. Thus, where the Regulations refer to a percentage of a corresponding journey person’s wage for a specific occupation, that percentage shall be applied against the wages listed below.</p>	<p>Les travailleurs de métiers de la construction, sur un contrat fédéral de construction, doivent être payés à un taux de salaires non moindre que le taux de cette échelle pour le type de travail effectué en vertu du contrat en question.</p> <p>Le salaire des apprentis est inclus dans cette échelle en faisant référence à la Loi sur la qualification professionnelle et l’apprentissage des gens de métier de l’Ontario et ses Règlements. Ainsi, là où les Règlements prescrivent que le salaire d’un apprenti doit correspondre au pourcentage du salaire d’un ouvrier qualifié de la même occupation, le calcul sera effectué en utilisant les taux ci-dessous.</p>
<p>*Denotes a compulsory trade: a trade license or apprenticeship registration valid in Ontario is required to work in the occupation.</p>	<p>*Dénote un métier obligatoire : un métier qui exige une licence ou un enregistrement d’apprentissage valide en Ontario.</p>
<p><b>CLASSIFICATION OF LABOUR</b> <b>CATÉGORIES DE MAIN-D’OEUVRE</b></p>	<p><b>FAIR WAGE RATE PER HOUR NOT LESS THAN</b> <b>TAUX DE JUSTE SALAIRE NON INFÉRIEUR À</b></p>
<p>*Electricians *Electriciens</p>	<p><b>33.19</b></p>
<p>*Plumbers *Plombiers</p>	<p><b>30.99</b></p>
<p>Sprinkler System Installers Poseurs de gicleurs</p>	<p><b>36.14</b></p>
<p>*Pipefitters, Steamfitters *Tuyauteurs, monteurs d’appareils de chauffage</p>	<p><b>34.57</b></p>
<p>*Sheet Metal Workers *Toliers (ouvriers de feuilles de métal)</p>	<p><b>31.06</b></p>
<p>Boilermakers Chaudronnier</p>	<p><b>33.26</b></p>
<p>Ironworkers (except Reinforcing Ironworkers (Rebar/Rodman)) Monteurs de charpentes métalliques (sauf ferrailleurs et placeurs de tiges métalliques dans le béton)</p>	<p><b>30.17</b></p>
<p>Reinforcing Ironworkers (Rebar/Rodman) Placeurs de tiges métalliques dans le béton</p>	<p><b>29.50</b></p>
<p>Carpenters Charpentiers-menuisiers</p>	<p><b>24.43</b></p>
<p>Bricklayers Briqueurs-maçons</p>	<p><b>32.15</b></p>
<p>Cement Finishers Finiisseurs de béton ou ciment</p>	<p><b>26.98</b></p>

Tilesetters (including terrazo, marble setters) Poseurs de carrelage (de céramique, de marbre, etc.)	31.65
Plasterers and Drywall Tapers Pâtriers et jointoyeurs de cloisons sèches	29.19
Drywall Installers, Finishers and Lathers Lateurs et poseurs de cloisons sèches, finisseurs	31.67
Interior System Mechanics (including steel stud) Mécaniciens de systèmes intérieurs (incluant structure d'acier)	32.38
Roofers Couvreurs de revêtement de toiture	21.50
Glaziers Vitriers	29.20
Insulators Calorifugeurs	32.35
Painters Peintres	18.44
Flooring Installers Poseurs de revêtements d'intérieur	30.22
Construction Millwrights Mécaniciens de chantier	34.60
*Heavy-Duty Equipment Mechanics *Mécaniciens d'équipement lourd	23.29
*Refrigeration and Air Conditioning Mechanics *Mécaniciens en réfrigération et climatisation	36.65
Elevator Constructors Constructeurs d'ascenseurs	43.53
*Mobile Crane Operators *Conducteurs/opérateurs de grue mobile	33.82
*Tower Crane Operators *Conducteurs/opérateurs de grue à tour	34.78
Straight Truck Drivers Conducteurs de camions unitaires	19.45
Road Tractor Drivers for Semi-Trailers and Trailers Conducteurs de tracteurs routiers pour semi-remorques ou remorques	19.57
Operators-Heavy Equipment (ex. Cranes, Graders) Conducteurs de machinerie lourdes (sauf grues, niveleuses)	22.10
Grader Operators Conducteurs de niveleuse (grader)	27.47
Asphalt Plant Operators Opérateurs de machinerie de pavage	22.01
Scraper Operators Conducteurs de scraper	29.16
Packer (road roller) Operators Conducteurs de rouleau compresseur (Packer)	18.06
Pressure Vessel Welder	33.61

Soudeur de réservoirs pour fluides sous-pression	
Traffic Accommodation/Control Persons Ouvriers chargé de diriger la circulation	<b>15.54</b>
Labourers (Except Traffic Accommodation/Control Persons) Manoeuvres (sauf ouvriers chargé de diriger la circulation)	<b>19.29</b>
<p>Fair wage schedule prepared by:                  Labour Standards and Workplace Equity Division                  Labour Program, Human Resources and Skills Development Canada</p> <p>Based on The National Construction Industry Wage Rate Survey (2009) conducted by the Small Business and Special Surveys Division, Statistics Canada.</p>	
<p>L'échelle des justes salaires est préparée par :                  Division des normes du travail et équité en milieu de travail                  Programme du travail, Ressources humaines et Développement des compétences Canada</p> <p>Basée sur l'Enquête nationale sur les taux salariaux dans le secteur de la construction (2009) faite par la Division des petites entreprises et enquêtes spéciales, Statistique Canada.</p>	

<b>CONTRACTORS SHOULD NOTE:</b>	<b>L'ENTREPRENEUR DOIT NOTER :</b>
<p>a) that during the term of this contract, the rates listed herein may be revised in accordance with the labour conditions; and</p> <p>b) that in carrying out any of the work contemplated by this contract, the contractor is also subject to any applicable provincial laws and regulations; and</p> <p>c) overtime must be paid according to provincial legislation concerning hours of work at a rate equal to at least one and one-half times the fair wage rate; and</p> <p>d) schedule rates are 'straight' wages and do not include compensation in the form of benefits (for example, medical, dental or pension plans); and</p> <p>e) in the event of a complaint under the Fair Wages and Hours of Labour Act, if the occupation of the complainant is not on the posted schedule, the Labour Program inspector will assign the most similar occupation from the schedule by comparing the national occupational classification (NOC) code and the job description that best defines the work actually done by the complainant.</p>	<p>a) que pendant la durée de ce contrat, les taux de salaires énumérés dans l'annexe peuvent être révisés en conformité avec les conditions de travail, et</p> <p>b) que dans l'exécution de tout travail prévu par le contrat, l'entrepreneur est aussi assujéti aux lois et règlements provinciaux, et</p> <p>c) le temps supplémentaire doit être rémunéré conformément aux lois provinciales relatives aux heures de travail à un taux équivalent au moins une fois et demi le taux des justes salaires, et</p> <p>d) les taux de l'échelle fait référence à la rémunération en salaire et ne comprennent pas la rémunération sous forme d'avantages sociaux (par exemple, les plans d'assurance médicale ou dentaire, ou les régimes de pension), et</p> <p>e) dans le cas d'une plainte sous la Loi sur les justes salaires et les heures de travail, si le métier du plaignant ne figure pas dans l'échelle affichée, l'inspecteur du Programme du travail déterminera le métier le plus semblable dans l'échelle en comparant le code et la description de tâches de la Classification nationale des professions (CNP) qui décrivent le mieux le travail effectué par le plaignant.</p>

<p><b>FOR INFORMATION CONCERNING THESE SCHEDULES AND THE FAIR WAGES AND HOURS OF LABOUR ACT UNDER WHICH THEY ARE DEVELOPED, OR TO LODGE A COMPLAINT, CONTACT YOUR NEAREST LABOUR PROGRAM DISTRICT OFFICE LISTED IN THE BLUE PAGES OF YOUR TELEPHONE DIRECTORY UNDER GOVERNMENT OF CANADA, HUMAN RESOURCES AND SKILLS DEVELOPMENT CANADA OR CALL 1-800-OCANADA.</b></p>	<p><b>POUR OBTENIR DE L'INFORMATION SUR LES ÉCHELLES ET LA LOI SUR LES JUSTES SALAIRES ET LES HEURES DE TRAVAIL SOUS LAQUELLE ELLES ONT ÉTÉ DÉVELOPPÉES, OU POUR DÉPOSER UNE PLAINTÉ, CONTACTEZ LE BUREAU LOCAL DU PROGRAMME DU TRAVAIL LE PLUS PRÈS DE CHEZ VOUS EN CHERCHANT DANS LES PAGES BLEUES DE VOTRE ANNUAIRE SOUS GOUVERNEMENT DU CANADA, RESSOURCES HUMAINES ET DÉVELOPPEMENT DES COMPÉTENCES CANADA. VOUS POUVEZ ÉGALEMENT TÉLÉPHONER AU 1-800-OCANADA.</b></p>
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FEDERAL CONSTRUCTION CONTRACTS — SCHEDULE OF WAGE RATES

For: Ontario — East zone  
(Ottawa)

As of: January 17, 2005

APPRENTICE TABLE

For workers registered in an apprenticeship program established by the provincial government, or its designated agency, in a trade listed below, the rates on the Schedule of wage rates for federal construction contracts for Ontario, East zone, may be modified according to the table below. The rates in the table are in accordance with rates established for apprentices in the province under the authority of the *Trades Qualification and Apprenticeship Act*.

In the event of an inspection or a complaint investigation by and HRSDC Labour Program inspector, both contractors and workers should be prepared to produce copies of the apprenticeship contract, and evidence of its registration with Ontario Ministry of Training, Colleges and Universities, to demonstrate the worker's eligibility for the modified wage rate, and to confirm the percentage by which that rate may be altered.

If there is no apprenticeship contract, or the document cannot be made available, the worker(s) must be paid the full rate on the Schedule for the occupation most closely resembling the work being performed.

\* Denotes a compulsory trade: a trade certificate, trade licence or apprenticeship registration valid in Ontario is required to work in the trade.

Occupation	1 <sup>st</sup> Period		2 <sup>nd</sup> Period		3 <sup>rd</sup> Period		4 <sup>th</sup> Period		5 <sup>th</sup> Period	
	1 <sup>st</sup> Half	2 <sup>nd</sup> Half	1 <sup>st</sup> Half	2 <sup>nd</sup> Half	1 <sup>st</sup> Half	2 <sup>nd</sup> Half	1 <sup>st</sup> Half	2 <sup>nd</sup> Half	1 <sup>st</sup> Half	2 <sup>nd</sup> Half
Bricklayer	40%		60%		70%		80%			
	\$11.40		\$17.10		\$19.95		\$22.80			
Cement Mason	60%		75%		90%					
	\$14.10		\$17.63		\$21.15					
Construction Boilermaker	60%		70%		80%		90%			
	\$17.38		\$20.28		\$23.18		\$26.07			
Construction Millwright	60%		70%		80%		90%			
	\$17.53		\$20.45		\$23.38		\$26.30			
Drywall Finisher and Plasterer	40%		50%		60%		70%		80%	
	\$10.58		\$13.23		\$15.87		\$18.52		\$21.16	
*Electrician	40%		50%		60%		70%		80%	
	\$11.25		\$14.07		\$16.88		\$19.69		\$22.50	

Federal construction contracts – Schedule of wage rates  
 Apprentice table for Ontario – East zone

Occupation	1 <sup>st</sup> Period		2 <sup>nd</sup> Period		3 <sup>rd</sup> Period		4 <sup>th</sup> Period		5 <sup>th</sup> Period	
	1 <sup>st</sup> Half	2 <sup>nd</sup> Half	1 <sup>st</sup> Half	2 <sup>nd</sup> Half	1 <sup>st</sup> Half	2 <sup>nd</sup> Half	1 <sup>st</sup> Half	2 <sup>nd</sup> Half	1 <sup>st</sup> Half	2 <sup>nd</sup> Half
Glazier and Metal Mechanic	50%	55%	60%	65%	78%	80%	90%	95%		
	\$11.75	\$12.93	\$14.10	\$15.28	\$17.63	\$18.80	\$21.15	\$22.33		
	40%		60%		80%					
*Hoisting Engineer – Branch 1	\$8.64		\$12.97		\$17.29		\$17.29			
*Hoisting Engineer – Branch 1 (from Branch3 certificate)	60%		80%							
*Hoisting Engineer – Branch 3	\$12.97		\$17.29							
	40%		70%							
	\$11.46		\$20.06							
*Hoisting Engineer – Branch 3 (from Branch 1 certificate)	70%									
	\$20.06									
Ironworker	60%	70%	75%	80%	85%	90%				
	\$15.41	\$17.98	\$19.27	\$20.55	\$21.84	\$23.12				
*Plumber	40%		50%		60%		70%		80%	
	\$11.08		\$13.85		\$16.61		\$19.38		\$22.15	
*Refrigeration and Air Conditioning Mechanic	40%		50%		60%		70%		80%	
	\$11.37		\$14.22		\$17.06		\$19.90		\$22.74	
*Sheet Metal Worker	40%		60%		80%		70%		80%	
	\$11.10		\$13.87		\$16.64		\$19.42		\$22.19	
Sprinkler and Fire Protection Installer	40%		60%		70%		80%			
	\$12.47		\$18.70		\$21.82		\$24.94			
*Steamfitter	40%		50%		60%		70%		80%	
	\$10.78		\$13.48		\$16.17		\$18.87		\$21.56	

\*Denotes a compulsory trade: a trade certificate, trade licence or apprenticeship registration valid in Ontario is required to work in the trade.

**Table 2:**

Training periods for Carpenters are determined in a different manner than other apprenticeable construction trades. The rate of pay is based on a percentage of a journeyman's wage.

Occupation	1-5 Units		6-10 Units		11-15 Units		16-20 Units	
	Up to	1,800 hours	3,600 hours	5,400 hours	5,400 hours	5,400 hours	5,400 hours	5,400 hours
General Carpenter		40%	50%	60%	60%	60%	80%	80%
		\$9.57	\$11.96	\$14.35	\$14.35	\$14.35	\$19.14	\$19.14

**Table 3:**

Wage rates for the occupation "Painter and Decorator" are not based on "percentage of journeyman's wage", but are based on the provincial minimum wage and established under the authority of the *Trades Qualification and Apprenticeship Act* as not less than:

3. ('min wage' = provincial minimum wage)

N.B.: When the province has established minimum wage levels for future years, the schedule uses the rate for the latest year within the schedule update period.

Occupation	First Period	Second Period	Third Period
Painter and Decorator	1-2,000 hours	2,001-4,000 hours	4,001-6,000 hours
	Min wage \$8.00	min wage + 30% \$10.40	min wage + 60% \$12.80

For complete information about apprenticeship, please contact an Apprenticeship Office of the Ontario Ministry of Training, Colleges and Universities. Addresses and telephone numbers can be found on the Internet at <http://www.edu.gov.on.ca/eng/training/apprenticeship/skills/officelocations.htm> or in the blue pages of your local telephone directory.



## **GENERAL CONDITONS**

- IC 1 Proof of Insurance**
- IC 2 Risk Management**
- IC 3 Payment of Deductible**
- IC 4 Insurance Coverage**

## **GENERAL INSUANCE COVERAGES**

- GCI 1 Insured**
- GIC 2 Period of Insurance**
- GIC 3 Proof of Insurance**
- GIC 4 Notification**

## **COMMERCIAL GENERAL LIABILITY**

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

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

- BR 1 Scope of Policy**
- BR 2 Property Insured**
- BR 3 Insurance Proceeds**
- BR 4 Amount of Insurance**
- BR 5 Deductible**
- BR 6 Subrogation**
- BR 7 Exclusion Qualifications**

## **INSURER'S CERTIFICATE OF INSURANCE**



## **General Conditions**

### **IC 1 Proof of Insurance (02/12/03)**

Within thirty (30) days after acceptance of the Contractor's tender, the Contractor shall, unless otherwise directed in writing by the Contracting Officer, deposit with the Contracting Officer an Insurer's Certificate of Insurance in the form displayed in this document and, if requested by the Contracting Officer, the originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Insurance Coverage Requirements shown hereunder.

### **IC 2 Risk Management (01/10/94)**

The provisions of the Insurance Coverage Requirements contained hereunder are not intended to cover all of the Contractor's obligations under GC8 of the General Conditions "C" of the contract. Any additional risk management measures or additional insurance coverages the Contractor may deem necessary to fulfill its obligations under GC8 shall be at its own discretion and expense.

### **IC 3 Payment of Deductible (01/10/94)**

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

### **IC 4 Insurance Coverage (02/12/03)**

The Contractor has represented that it has in place and effect the appropriate and usual liability insurance coverage as required by these Insurance Conditions and the Contractor has warranted that it shall obtain, in a timely manner and prior to commencement of the Work, the appropriate and usual property insurance coverage as required by these Insurance Conditions and, further, that it shall maintain all required insurance policies in place and effect as required by these Insurance Conditions.



## INSURANCE COVERAGE REQUIREMENTS

### PART I GENERAL INSURANCE COVERAGES (GIC)

#### **GCI 1 Insured (02/12/03)**

Each insurance policy shall insure the Contractor, and shall include, as an Additional Named Insured, Her Majesty the Queen in right of Canada, represented by the National Research Council Canada.

#### **GIC 2 Period of Insurance (02/12/03)**

Unless otherwise directed in writing by the Contracting Officer or otherwise stipulated elsewhere in these Insurance Conditions, the policies required hereunder shall be in force and be maintained from the date of the contract award until the day of issue of the Departmental Representative's Final Certificate of Completion.

#### **GIC 3 Proof of Insurance (01/10/94)**

Within twenty five (25) days after acceptance of the Contractor's tender, the Insurer shall, unless otherwise directed by the Contractor, deposit with the Contractor an Insurer's Certificate of Insurance in the form displayed in the document and, if requested, the originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the requirements of these Insurance Coverages.

#### **GIC 4 Notification (01/10/94)**

Each Insurance policy shall contain a provision that (30) days prior written notice shall be given by the Insurer to Her Majesty in the event of any material change in or cancellation of coverage. Any such notice received by the Contractor shall be transmitted forthwith to Her Majesty.

### PART II COMMERCIAL GENERAL LIABILITY

#### **CGL 1 Scope of Policy (01/10/94)**

The policy shall be written on a form similar to that known and referred to in the insurance industry as IBC 2100 – Commercial General Liability policy (Occurrence form) and shall provide for limit of liability of not less than \$2,000,000 inclusive for Bodily Injury and Property Damage for any one occurrence or series of occurrences arising out of one cause. Legal or defence cost incurred in respect of a claim or claims shall not operate to decrease the limit of liability.

#### **CGL 2 Coverages/Provisions (01/10/94)**



The policy shall include but not necessarily be limited to the following coverages/provisions.

- 2.1 Liability arising out of or resulting from the ownership, existence, maintenance or use of premises by the Contractor and operations necessary or incidental to the performance of this contract.
- 2.2 "Broad Form" Property Damage including the loss of use of property.
- 2.3 Removal or weakening of support of any building or land whether such support be natural or otherwise.
- 2.4 Elevator liability (including escalators, hoists and similar devices).
- 2.5 Contractor's Protective Liability
- 2.6 Contractual and Assumed Liabilities un this contact.
- 2.7 Completed Operations Liability – The insurance, including all aspects of this Part II of these Insurance Conditions shall continue for a period of at least one (1) year beyond the date of the Departmental Representative's Final Certificate of Completion for the Completed Operations.
- 2.8 Cross Liability – The Clause shall be written as follows:

Cross Liability – The insurance as is afforded by this policy shall apply in respect to any claim or action brought against any one Insured by any other Insured. The coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each Insured. The inclusion herein of more than one Insured shall not increase the limit of the Insurer's liability.

- 2.9 Severability of Interests – The Clause shall be written as follows:

Severability of Interests – This policy, subject to the limits of liability stated herein, shall apply separately to each Insured in the same manner and to the same extent as if a separate policy had been issued to each. The inclusion herein of more than one insured shall not increase the limit of the Insurer's liability.

### **CGL 3 Additional Exposures (02/12/03)**

The policy shall either include or be endorsed to include the following exposures of hazards if the Work is subject thereto:

- 3.1 Blasting
- 3.2 Pile driving and calsson work
- 3.3 Underpinning
- 3.4 Risks associated with the activities of the Contractor on an active airport



- 3.5 Radioactive contamination resulting from the use of commercial isotopes
- 3.6 Damage to the portion of an existing building beyond that directly associated with an addition, renovation or installation contract.
- 3.7 Marine risks associated with the contraction of piers, wharves and docks.

**CGL 4 Insurance Proceeds  
(01/10/94)**

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

**CGL 5 Deductible  
(02/12/03)**

This policy shall be issued with a deductible amount of not more than \$10,000 per occurrence applying to Property Damage claims only.

**PART III  
BUILDER'S RISK – INSTALLATION FLOATER – ALL RISKS**

**BR 1 Scope of Policy  
(01/10/94)**

The policy shall be written on an "All Risks" basis granting coverages similar to those provided by the forms known and referred to in the insurance industry as "Builder's Risk Comprehensive Form" or "Installation Floater – All Risks".

**BR 2 Property Insured  
(01/10/94)**

The property insured shall include:

- 2.1 The Work and all property, equipment and materials intended to become part of the finished Work at the site of the project while awaiting, during and after installation, erection or construction including testing.
- 2.2 Expenses incurred in the removal from the construction site of debris of the property insured, including demolition of damaged property, de-icing and dewatering, occasioned by loss, destruction or damage to such property and in respect of which insurance is provided by this policy.

**BR 3 Insurance Proceeds  
(01/10/94)**

- 3.1 Insurance proceeds from this policy are payable in accordance with GC28 of the General Conditions "C" of the contract.
- 3.2 This policy shall provide that the proceeds thereof are payable to Her Majesty or as the Minister may direct.





- 3.3 The Contractor shall do such things and execute such documents as are necessary to effect payment of the proceeds.

**BR 4 Amount of Insurance**  
(01/10/94)

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

**BR 5 Deductible**  
(02/12/03)

The Policy shall be issued with a deductible amount of not more than \$10,000.

**BR 6 Subrogation**  
(01/10/94)

The following Clause shall be included in the policy:

"All rights of subrogation or transfer of rights are hereby waived against any corporation, firm, individual or other interest, with respect to which, insurance is provided by this policy".

**BR 7 Exclusion Qualifications**  
(01/10/94)

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

- 7.1 Faulty materials, workmanship or design may be excluded only to the extent of the cost of making good thereof and shall not apply to loss or damage resulting therefrom.
- 7.2 Loss or damage caused by contamination by radioactive material may be excluded except for loss or damage resulting from commercial isotopes used for industrial measurements, inspection, quality control radiographic or photographic use.
- 7.3 Use and occupancy of the project or any part of section thereof shall be permitted where such use and occupancy is for the purpose for which the project is intended upon completion.



**INSURER'S CERTIFICATE OF INSURANCE**

(TO BE COMPLETED BY INSURER (NOT BOKER) AND DELIVERD TO NATIONAL RESEARCH COUNCIL CANADA WITH 30 DAYS FOLLOWING ACCEPTANCE OF TENDER)

**CONTRACT**

DESCRIPTION OF WORK	CONTRACT NUMBER	AWARD DATE
LOCATION		

**INSURER**

NAME
ADDRESS

**BROKER**

NAME
ADDRESS

**INSURED**

NAME OF CONTRACTOR
ADDRESS

**ADDITIONAL INSURED**

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE NATIONAL RESEARCH COUNCIL CANADA
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THIS DOCUENT CERTIFIES THAT THE FOLLOWING POLICES OF INSURANCE ARE AT PRESENT IN FORCE COVERING ALL OPERATIONS OF THE INSURE IN CONNECTION WITH THE CONTRACT MADE BETWEEN THE NAMED INSURED AND THE NATIONAL RESEARCH COUNCIL CANADA AND IN ACCORDANCE WITH THE INSURANCE CONDITIONS "E"

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

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

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

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



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

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

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

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



of, the Receiver General for Canada, and

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



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

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

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

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		National Research Council		2. Branch or Directorate / Direction générale ou Direction		ASPM/SAGI			
3. a) Subcontract Number / Numéro du contrat de sous-traitance				3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant					
4. Brief Description of Work / Brève description du travail U70 Wind Tunnel Heat Exchanger and Piping Repair/ Réparation de l'échangeur de chaleur et de la tuyauterie de la soufflerie U-70									
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?						<input checked="" type="checkbox"/> No / Non		<input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?						<input checked="" type="checkbox"/> No / Non		<input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis									
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)						<input checked="" type="checkbox"/> No / Non		<input type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.						<input type="checkbox"/> No / Non		<input checked="" type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?						<input checked="" type="checkbox"/> No / Non		<input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès									
Canada <input checked="" type="checkbox"/>		NATO / OTAN <input type="checkbox"/>		Foreign / Étranger <input type="checkbox"/>					
7. b) Release restrictions / Restrictions relatives à la diffusion									
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>		All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>		No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>					
Not releasable / À ne pas diffuser <input type="checkbox"/>									
Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>		Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>		Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>					
7. c) Level of information / Niveau d'information									
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>		NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>		PROTECTED A / PROTÉGÉ A <input type="checkbox"/>					
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>		NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>		PROTECTED B / PROTÉGÉ B <input type="checkbox"/>					
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>		NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>		PROTECTED C / PROTÉGÉ C <input type="checkbox"/>					
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>		NATO SECRET / NATO SECRET <input type="checkbox"/>		CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>					
SECRET / SECRET <input type="checkbox"/>		COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>		SECRET / SECRET <input type="checkbox"/>					
TOP SECRET / TRÈS SECRET <input type="checkbox"/>				TOP SECRET / TRÈS SECRET <input type="checkbox"/>					
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>				TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>					



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

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
 If Yes, Indicate the level of sensitivity:  
 Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui  
 Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
 Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
 Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
 REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
 If Yes, will unscreened personnel be escorted?  
 Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



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

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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
 Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the internet), the summary chart is automatically populated by your responses to previous questions.  
 Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

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

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

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

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



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

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

**13. Organization Project Authority / Chargé de projet de l'organisme**

Name (print) - Nom (en lettres moulées) <b>Martin Z. Ma</b>	Title - Titre <b>Manager Facilities Engineering Unit</b>	Signature 
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Telephone No. - N° de téléphone <b>613-993-9320</b>	Facsimile No. - N° de télécopieur <b>613-957-9828</b>	E-mail address - Adresse courriel <b>Zhi.Ma@nrc-cnrc.gc.ca</b>	Date <b>May 24, 2013</b>
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**14. Organization Security Authority / Responsable de la sécurité de l'organisme**

Name (print) - Nom (en lettres moulées) <b>Charlotte Carrier</b>	Title - Titre <b>Controlled Goods and Contracts Security Coordinator</b>	Signature 
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Telephone No. - N° de téléphone <b>(613) 993-8956</b>	Facsimile No. - N° de télécopieur <b>(613) 990-0946</b>	E-mail address - Adresse courriel <b>Charlotte.Carrier@nrc-cnrc.gc.ca</b>	Date <b>24 May 2013</b>
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15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? / Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?  No / Non  Yes / Oui

**16. Procurement Officer / Agent d'approvisionnement**

Name (print) - Nom (en lettres moulées) <b>MARC BÉDARD</b>	Title - Titre <b>Senior Contracting Officer</b>	Signature 
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Telephone No. - N° de téléphone <b>613 993-2274</b>	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date <b>30/5/13</b>
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**17. Contracting Security Authority / Autorité contractante en matière de sécurité**

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
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Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
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