



INSTRUCTIONS TO BIDDERS

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1. POLICY PREAMBLE

- 1.1 The Canadian Forces Housing Agency (CFHA) Mandate is: To manage Crown-controlled residential accommodation and to develop and implement plans to meet the future residential needs of members of the CF and generally improve their quality of life.
- 1.2 The CFHA, as a customer oriented organization striving for excellence, requires that its staff and contractors understand and comply with its philosophies regarding customer service.
- 1.3 Through contractors, the CFHA aims to provide a cost effective maintenance and minor improvement service for the Crown owned portfolio. The service aims to ensure the comfort, health and safety of its occupants. Additionally, from time to time, CFHA carries out minor or major improvements to its dwellings including alterations, replacements and upgrading programs.
- 1.4 It is the CFHA's policy to ensure that the work carried out to its properties is of a high standard of workmanship and that only appropriate good quality materials are utilised.
- 1.5 In order to protect the comfort, health and safety of its occupants, the CFHA has specified certain standards within which it is expected that maintenance and minor improvements work will be done. All contractors engaged by the CFHA shall fulfil their obligations in respect of these standards and all work must be carried out as expeditiously as possible.
- 1.6 The CFHA, recognising the importance of contractors as the primary contact with their customer families, has prepared a paper titled Customer Care Requirements. The contractor and their sub-contractors must follow these requirements when dealing with the occupants. These requirements form part of the bid documents and can be found under Annex "B" of the Specifications.

2. BASIC INFORMATION REGARDING THIS PROCUREMENT

- 2.1 The address from which the service will be provided must be no further than one hour driving time from the CFHA housing area. A contractor that does not meet this requirement may have their bid deemed non-compliant.
- 2.2 There are six (6) trades that require response 24 hours per day, 365 days per year. These 6 trades are: carpentry, roofing, appliances, heating and air conditioning, electrical and plumbing. Bidders that apply for any of these six trades do so under the understanding that they will be required to provide tradespersons, equipment and materials for emergency repairs at any hour of any day. After hours work will be paid as per TP9 of DCL25H – Terms of Payment.
- 2.3 Any questions regarding the completion and submission of the Bid documents should be directed in writing to Defence Construction Canada. Refer to the address and contact name on the Merx ad.
- 2.4 The following is a list of the number of residential housing units by Housing Services Centre (HSC).



HSC	Province	Number of Residential Housing Units (RHU's)
Bagotville	QC	319
Borden	ON	744
Cold Lake	AB	854
Comox	BC	234
Edmonton	AB	502
Esquimalt (Includes regular maintenance to 3 Heritage buildings)	BC	709
Gagetown	NB	1455
Gander	NL	72
Goose Bay	NL	415
Greenwood	NS	578
Halifax (Includes Shearwater, Newport Corners and 5 Heritage buildings in Shearwater and Halifax)	NS	480
Kingston (Includes regular maintenance to 1 Heritage building)	ON	497
Moncton	NB	70
Montreal	QC	191
Moose Jaw	SK	160
North Bay	ON	184
Ottawa	ON	147
Petawawa	ON	1598
Shilo	MB	609
Suffield	AB	175
Toronto (Includes Oakville)	ON	145
Trenton	ON	545
Valcartier (Includes regular maintenance to 9 Heritage buildings/units)	QC	906
Vancouver (Includes Aldergrove, Matsqui)	BC	118 (Plus 44 room Barrack block)
Wainwright	AB	186
Masset	BC	6
Yellowknife	NWT	122
Iqaluit	NU	6
Winnipeg (includes 28 units in Dundurn)	MB	556

As of 13 Dec 2012

3. DCC PROCUREMENT CODE OF CONDUCT

- 3.1 Bidders shall comply with the DCC Procurement Code of Conduct.
- 3.2 DCC will verify compliance with the DCC Procurement Code of Conduct, through independent research, the use of any government resources or by contacting third parties. Depending on the results of this verification, a Criminal Record Verification may be requested.
- 3.3 Bidders shall, within 48 hours of receipt of a written request from DCC, provide to DCC the following: the names of owners, directors, officers, controlling shareholders as described in Section 3 of the DCC Procurement Code of Conduct, or a duly completed Consent for Criminal Record Verification (CCRV) form.



4. COMPLETION OF THE BID ENVELOPE AND OFFER OF SERVICES FORM

- 4.1 It is the bidder's responsibility to ensure that the Offer of Services Form and the bid envelope are completed in accordance with these instructions. Failure to do so could render the bidder's submission invalid. The bidder is to ensure the tender is clearly identified by including the following information on the face of the envelope:
- 4.1.1 solicitation or project number;
 - 4.1.2 name of the bidder;
 - 4.1.3 closing date and time; and
 - 4.1.4 closing location.
- 4.2 All bids must be submitted on Offer of Services Form DCL150H and completed/signed in compliance with the following requirements:
- 4.2.1 Corporation: The signature of the person or persons authorized to bind the corporation shall be affixed and dated and the name and title typed or printed. The Corporate seal may be affixed.
 - 4.2.2 Partnership: The signature of the person or persons authorized to bind the corporation shall be affixed and dated and the name and title typed or printed.
 - 4.2.3 Sole Proprietorship: The signature of the sole proprietor or an authorized signatory shall be affixed and dated and the name and title typed or printed.
- 4.3 A bid shall be submitted on the Offer of Services Form DCL150H provided specifically for this tender. Only the original signed and executed Offer of Services Form DCL150H, will be accepted as a valid tender.
- 4.4 Alterations in the printed or pre-typed sections of the Offer of Services Form, DCL 150H, or any condition or qualification placed on or provided with the Tender, or failure to provide the information requested in the bid package may render the tender invalid.
- 4.5 Alterations, corrections, changes or erasures made to statements or figures entered on the Offer of Services DCL150H by the bidder are to be initialled by the person or persons signing the Offer of Services.
- 4.6 Offer of Services must be based on the specifications and bid documents provided.
- 4.7 Where percentage bids are requested, the instructions in 4.7, 4.8, 4.9, 4.10, 4.11 and 4.12 will apply.
- 4.7.1 Bidders shall determine a percentage change to apply to the Schedule of Unit Rates, by comparing the Schedule of Unit Rates provided with the Specification, with their own prices.
 - 4.7.2 For each trade(s) only one percentage is to be quoted and is to be inserted as their Percentage Bid in paragraph (A) of the Offer of Services Form.
 - 4.7.3 The percentage quoted (Percentage Bid) should be quoted to two decimal places.
 - 4.7.4 The unit rates indicated in the Schedule of Unit Rates include labour, material, plant, overhead, wastage and profit. Bidders should analyze the Schedule of Unit Rates in detail to ensure that their Percentage Bid will result in a fair profit margin. Bidders must allow for any increases in costs (including labour,



material, transportation, fuel and plant) over the duration of the SO when they prepare their Percentage Bid.

4.7.5 The percentage(s) quoted will apply to Responsive Maintenance, Planned Maintenance and Minor Improvements work where the Work Order(s) are raised using the Schedule(s) of Unit Rates.

4.8 Bidders shall complete paragraph (A) of the Offer of Services Form DCL150H by inserting a plus, or par or minus percentage (one per trade only), as indicated below:

4.9 EXAMPLES

1. Bid at minus 5.16% (i.e. 5.16% below the rates quoted in the Schedule of Unit Rates) for the carpentry trade.

TRADE	PERCENTAGE BID
1. Carpentry	- 5.16 %

2. Bid at PAR (i.e. no change from the rates quoted in the Schedule of Unit Rates) for the carpentry trade.

TRADE	PERCENTAGE BID
1. Carpentry	0.00 %

3. Bid at plus 10.25% (i.e. 10.25% above the rates quoted in the Schedule of Unit Rates) for the carpentry trade.

TRADE	PERCENTAGE BID
1. Carpentry	+ 10.25 %

4.10 Bidders are to note that the request for hourly rates on the Offer of Services Form is in support of the after hours emergency work for each trade and type of labour required for each Standing Offer and to support other work not described in the Schedule of Unit Rates (SUR). (Refer to Terms of Payment – TP9) DCC and CFHA will not negotiate hourly rates after award.

4.11 Bidders are to note that the tender submission for each project is to be based on the single or combined trades that are identified in the title of the DCL150H form. The Schedule of Unit Rates (SUR) for each project, whether it is a single or combined trade package, are contained within the SUR document. The Specification for each project, whether it is a single or combined trade package, contains the work of the trade(s). Bidders are to further note that the title page of each trade specific Specification includes the trade title and the SUR code prefix in parenthesis below the trade title. Bidders are required to coordinate the applicable information provided in both the trade Specification(s) and the SUR code table(s) in order to formulate their tender submission. An example of this is Carpentry (CP) means that the CP prefixed



codes in the SUR are the codes that are to be considered when submitting a percentage bid on Carpentry in the Percentage Bid Table on the DCL150H Offer of Services form.

- 4.12 Bidders are to note that where the Hourly Rate Table does not indicate apprentice/trade helper rates, bidders are not required to provide these rates for the purpose of the tender submission. Should the Crown's Representative permit the use of apprentice/trade helpers in the implementation of the standing offer, these rates will be negotiated and agreed to after the award of the standing offer.
- 4.13 Where hourly rates and material discounts are requested, the instructions in 4.14, 4.15 and 4.16 will apply.
- 4.14 Bidders shall complete paragraph (B) of the Offer of Services Form DCL150H by inserting the requested hourly rates. Where both Journeyman and Trade Helper rates are requested, both rates are to be provided by the Bidder. Failure to provide the Journeyman rate or to enter « Not Applicable (N/A) » or to enter a \$0.00 rate will render the bid invalid. Failure to provide the Trade Helper rate or to enter « Not Applicable (N/A) » or to enter a \$0.00 rate will result in the next highest rate in the same trade being applied to the formula as the Bidder's Trade Helper rate.
- 4.15 Bidders should analyze their offers in detail to ensure that their quoted labour rates and material discount percentage will result in a fair profit margin. Bidders must allow for any increases in costs (including material, transportation and plant) over the duration of the SO when they prepare their bid.
- 4.16 Example for labour and/or material discount percentage quotes.

A	B	C
TRADE	WEIGHT FACTOR	UNIT QUOTE
Carpenter Journeyman	(50)	<u>\$37.50 (per/hr)</u>
Material Discount	(20)	<u>-5.00 (%)</u>

4.16.1 To quote a 5% discount, enter -5.00 as a percentage

4.16.2 To quote no discount or at Par, enter 0.00 as a percentage



5. SUBMISSION OF THE BID

- 5.1 Bids must be received at the Closing Location noted in the Offer of Services Form DCL150H not later than the specified closing date and time. BIDS RECEIVED AFTER THIS DATE AND TIME ARE INVALID and shall not be considered, regardless of the reason for their late arrival.
- 5.2 Bidders intending to hand deliver their bids to the Closing Location are advised to allow sufficient time for their carrier to clear site or building security controls.

6. REVISIONS TO OFFER OF SERVICES

- 6.1 Bidders may revise their offer by letter or facsimile provided that such revisions are received at the Closing Location stipulated on the Offer of Services Form, DCL 150H, before the specified closing date and time.
- 6.2 Any revision to the offer must clearly identify the Bidder.
- 6.3 A revision to a Percentage or Hourly rate in an offer must clearly identify the change in the Percentage or Hourly rate and the specific Item to which the change applies.
- 6.4 Bidders who revise their offer by letter or facsimile must also confirm, in their letter or facsimile, that their revised offer provides for all Amendments to the Bid Documents issued during the tender period.

7. ACCEPTANCE OF OFFER OF SERVICES

- 7.1 The lowest or any Offer of Services will not necessarily be accepted.
- 7.2 Where a quoted percentage is found to be significantly lower than the average quoted percentage for a given trade at a given location, DCC reserves the right to request the Bidder to demonstrate, to the satisfaction of DCC, that the work specified in the Schedule of Unit Rates can be carried out at no financial loss to the contractor. Failure to do so may result in DCC not accepting the offer.
- 7.3 Where a quoted percentage is found to be significantly higher than the historical average quoted percentage for the trade, the bidder may not be invited to perform work in the trade. The historical average is calculated using the quoted percentages from all bidders for the past three years for a specific trade at a specific location. This situation will not prevent the firm from applying for future work.
- 7.4 Where a quoted hourly rate is found to be significantly lower or higher than the average quoted hourly rate for a given trade at a given location, DCC reserves the right to negotiate the hourly rate with the bidder.
- 7.5 Defence Construction Canada may reject a tender if,
- 7.5.1 except in the limited circumstances set out in 7.5.1.1 below, the information contained in the certification contemplated in the Offer of Services Form regarding the DCC Procurement Code of Conduct is determined to be untrue in any respect by DCC,
- .1 Item 7.5.1 has no application in the circumstances where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council. The Bidder must provide upon request from DCC, a certified copy of confirming documentation from an official source.
- 7.5.2 the Bidder has failed to comply with the provisions of Section 3 of these instructions.



8. PROGRAMMED WORK

- 8.1 The CFHA reserves the right to consolidate work items from the Schedules of Unit Rates into projects and have this work tendered separately by federal government contracting agencies or departments such as Defence Construction Canada (DCC) or Public Works and Government Services Canada (PWGSC). Contractors who have a SO may choose to bid on these projects.

9. CONFLICT OF INTEREST

- 9.1 Bidders must indicate in the Offer of Services Form, DCL150H whether the owner or any part owner of their firm is a Department of National Defence employee or Canadian Forces member.
- 9.2 Any employee of the Department of National Defence or a member of the Canadian Forces who submits a bid, either individually or through a firm for which she/he has complete or partial ownership, may potentially have a conflict of interest. Accordingly, bids received from such individuals or firms will not be considered unless they demonstrate to DCC that they have met the requirements of DAOD 7021-1, Conflict of Interest.

10. TIE BREAKING

- 10.1 In the event of a tie, DCC reserves the right to break the tie(s) as may be required to determine allocation of the work. The bidders whose bids are tied may request to witness any tie breaking procedure.

11. BUSINESS REGISTRATION AND TRADE LICENSES

- 11.1 Where Provincial Legislation of the Province in which the site of the Work is located requires that a contractor or his trades people be registered or licensed to carry out any of the Work described in the bid documents the bidder shall, within 48 hours of their receipt of a notice in writing, produce evidence that he and/or his trades people are so registered or licensed.
- 11.2 Where the bidder intends to subcontract part of the Work, and Provincial Legislation requires that a person be licensed to carry out that part of the Work, the Bidder shall, within 48 hours of their receipt of a notice in writing, produce evidence that the proposed subcontractor and/or his trades people to be assigned to that part of the Work are so registered or licensed and carry all required insurance (i.e. [Workplace Safety and Insurance Board \(WSIB\)](#)).
- 11.3 In the province of Quebec, contractors must also submit their license from the Régie du Bâtiment du Québec (RBQ) for work that is covered under the Quebec Building Act.

12. WORKERS' COMPENSATION CLEARANCES

- 12.1 Prior to commencing the work and quarterly thereafter, the Contractor shall:
- 12.1.1 provide evidence to DCC of compliance with the workers' compensation legislation applicable to the place of work, including payments there under, and
- 12.1.2 make arrangements with DCC to establish a reporting mechanism that will ensure prompt reporting of his good standing.



Failure to do so will be considered grounds for immediate termination of the SO by the Crown.

- 12.2 In the event that the contractor is a sole proprietor, proof of an acceptable alternative means of personal coverage must be provided before commencing the work and quarterly thereafter.
- 12.3 The coverage must be in good standing for the entire duration of the SO.
- 12.4 Where the Crown has provided approval to subcontract as per GC20, the subcontractors shall also be subject to articles 12.1 to 12.3 above.

13. CONTRACTOR'S REFERENCE VERIFICATION

- 13.1 Successful Bidders that have not worked for CFHA or DCC in the past may be asked to submit information for a Contractor's Reference Verification, DCL312. Successful bidders shall, within 48 hours of their receipt of a notice in writing, submit a completed Contractor's Reference Verification, DCL312. Failure to do so may result in DCC not accepting their Offer of Services.



**SUPPLEMENTARY CONDITIONS
FOR
STANDING OFFER**

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1. **STANDING OFFER (SO)**

- 1.1 This SO is an agreement between the Crown and the SO Holder for the provision of maintenance and minor improvement services on an “as and when requested basis”.
- 1.2 The issuance of this SO does not oblige the Crown to authorize or contract for all or any of the designated services, or to spend any monies whatsoever.
- 1.3 A contract awarded under this SO, via the issuance of a Work Order also known as a call-up, shall be a contract only for those services which have been contracted for, provided always that such contract is made in accordance with the terms and conditions set out in the Bid Documents.
- 1.4 Each call-up issued under this SO is a separate contract established between the Crown and the SO Holder.
- 1.5 The Crown's liability under this SO shall be limited to that which arises from call-ups issued under this SO.

2. **PERIOD OF THE STANDING OFFER**

- 2.1 The period of this SO shall be as identified on the Offer of Services (DCL150H). The Crown will review requirements from time to time and may at any time seek revisions or amendments to the SO.
- 2.2 The period of this SO may be extended by mutual agreement for additional one or two year periods as identified on the Offer of Services (DCL150H) prior to the end of the first term or the end of any extension period thereof.
- 2.3 Schedule of Unit Rates (SUR), hourly rates and unit quotes will be adjusted yearly by applying the December to December percentage change in the provincial all-items Consumer Price Index as published by Statistics Canada. Example:

The province specific CPI for December (year 1) is 125. The province specific CPI for December (year 2) is 130. The adjustment is calculated as follows: $[(130/125) \times 100] - 100 = 4\%$. The adjustment would be applied to the April (year 2) rates. The adjusted rates would apply for the period of April (year 2) to April (year 3). Consumer Price Index information can be obtained at: <http://www40.statcan.gc.ca/l01/cst01/cpis01a-eng.htm>
- 2.4 Material Discount percentage(s) and Percentage Bid(s) requested in the Offer of Services will not be adjusted.
- 2.5 Call-up i.e. Work Orders may be issued from the SO start date until the SO expiry date or any extension thereof.



3. WITHDRAWAL FROM AND TERMINATION OF THE STANDING OFFER

- 3.1 In the event that the Contractor wishes to withdraw from the Standing Offer, the Contractor shall provide no less than thirty (30) days written notice to DCC. Such withdrawal of the Standing Offer shall not be effective until receipt of such notification by DCC and the expiry of such notice period. The Contractor shall fulfill any and all outstanding work orders before the expiry of such notice period.
- 3.1.1 Pursuant to item 3.1, a contractor that voluntarily withdraws from the SO will not be allowed to resubmit his interest on the same SO for the duration of that SO.
- 3.2 DCC may, at its sole discretion, by giving a notice in writing to the Contractor in accordance with the General Conditions, terminate the SO, and may employ such means as it sees fit to have the work completed if the Contractor
- 3.2.1 has not, within six days of DCC or the CFHA Representative giving notice to the Contractor in writing in accordance with the General Conditions, remedied any delay in the commencement or any default in the diligent performance of the work to the satisfaction of the CFHA Representative;
- 3.2.2 has defaulted in the completion of any part of the work within the time fixed for its completion by the contract;
- 3.2.3 has failed to respond to emergency after hours calls (Applicable only to the designated after hours emergency trades);
- 3.2.4 has become insolvent or has committed an act of bankruptcy, and has neither made a proposal to its creditors nor filed a notice of intention to make such a proposal, pursuant to the Bankruptcy and Insolvency Act;
- 3.2.5 has abandoned the work;
- 3.2.6 has made an assignment of the contract without the consent required by the General Conditions;
- 3.2.7 has failed to comply with the DCC Procurement Code of Conduct; or
- 3.2.8 has otherwise failed to observe or perform any of the provisions of the SO or the contract(s) (work orders)

4. MULTIPLE CONTRACTORS

- 4.1 The Crown may put in place more than one SO. Where more than one SO is put in place and unless stated otherwise elsewhere in the tender documents, the work orders will be issued such that the highest ranked bidder will perform the majority of the work. CFHA may offer work to other than the highest ranked bidder when, in the opinion of CFHA, scheduling of work and / or, contractor availability and / or, contractor workload would dictate such distribution.
- 4.2 If a contractor finds that the volume of work received on the SO exceeds his/her company's capability, the contractor is to immediately notify the CFHA representative so as to accommodate work distribution to other contractors with Standing Offers. Such arrangement may be temporary or for the duration of the SO as agreed upon between the Crown and all contractors involved.



- 4.3 Where multiple Standing Offers were put in place and where work is distributed on a pre-established proportional basis, the Crown reserves the right to adjust the proportions (percentages) where:
- 4.3.1 A contractor has made a request subject to paragraph 4.2, or
 - 4.3.2 A contractor withdraws from the SO, or
 - 4.3.3 A contractor is removed from the SO.

Such adjustment may be temporary or for the duration of the SO.

5. QUANTITY OF WORK

- 5.1 The SO shall cover no fixed or minimum quantity of work, and CFHA does not undertake to provide any specific quantity of work or to provide work continuously or otherwise for the Contractor and/or for any particular number of the Contractor's employees or sub-contractors.



GENERAL CONDITIONS FOR MAINTENANCE AND MINOR IMPROVEMENTS

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1. INTERPRETATION

- 1.1 The headings in the *Standing Offer (SO)* documents form no part of the *Standing Offer (SO)* but are inserted for convenience of reference only.
- 1.2 In the *Standing Offer (SO)* and *Call-Up*:
- 1.2.1.1 "*Call-Up*" means the action of calling up against the Standing Offer as confirmed by a *Call-up* against a Standing Offer form duly signed and issued by the Crown's Representative and accepted by the Offeror, resulting in a Contract.
 - 1.2.2 "*CFHA*" means the Canadian Forces Housing Agency.
 - 1.2.3 "*Contractor*" means the *person* or entity whose name appears as the tenderer on the Offer of Services Form and who is to supply goods or services to the *Crown*.
 - 1.2.4 "*Crown Representative*" means the officer or employee of *Canada* who is designated to and includes any *person* specially authorized to perform *Canada's* functions under the *SO* or *Call-Up*.
 - 1.2.5 "*DAOD*" means Defence Administrative Orders and Directives.
 - 1.2.6 "*DCC*", "*Canada*", "*Crown*", "*CFHA*", "*Her Majesty*" means Her Majesty the Queen in right of Canada.
 - 1.2.7 "*DCC*" means Defence Construction Canada.
 - 1.2.8 "*Material*" includes all commodities, articles and things required to be furnished by or for the *Contractor* under the *SO* for incorporation into the *Work*.
 - 1.2.9 "*Minor improvements*" means *Work* that potentially adds value to a property. It includes *Work* done to upgrade housing to more contemporary standards. *Minor improvements* include kitchen and bathroom upgrades, furnace replacements etc.
 - 1.2.10 "*Party*" means *DCC*, *CFHA* or the *Contractor* or any other signatory to the *SO* and "*Parties*" means all of them.
 - 1.2.11 "*Person*" includes, unless the context otherwise requires, a partnership, proprietorship, firm, joint venture, consortium and a corporation.
 - 1.2.12 "*Planned maintenance*," means maintenance designed to maintain or return housing assets to a sound condition and includes *Work* such as repainting, re-roofing and driveway repaving. *Work* carried out to get a vacant house ready for occupancy is classified as *Planned maintenance*.



- 1.2.13 "*Plant*" includes all tools, implements, machinery, vehicles, buildings, structures, equipment and commodities, articles and things other than *Material*, that are necessary for the due performance of the *Work*.
- 1.2.14 "*Programmed Work*" means projects that are designed to satisfy life cycle replacement and portfolio upgrade requirements. *Work* will normally be scheduled on a group of residential housing units. *Programmed Work* may include *Work* items that are also contained in the Schedules of Unit Rates; however it will be packaged into a firm fixed price or unit price contract and would normally be tendered separately.
- 1.2.15 "*Responsive maintenance*" means maintenance *Work* required to correct items that no longer function properly. This type of urgent and minor non-urgent maintenance covers situations such as plumbing and electrical problems, broken glass, etc. This type of maintenance is primarily carried out to ensure the health, safety, security and comfort of occupants.
- 1.2.16 "Schedules of Unit Rates" means the lists, by trade, of maintenance and *minor improvements Work* items that may form part of the "*Specifications*" in some Bid Documents. The *Work* items listed are priced on a unit basis and the prices indicated include the cost of labour, *material*, *plant*, overhead and profit.
- 1.2.17 "*SO Documents*" means the Bid Documents listed in paragraph 1 of the Offer of Services Form - Form DCL150H.
- 1.2.18 "*Specification*" means the *Specification* and *Schedule of unit rates* for Maintenance and *Minor improvements*.
- 1.2.19 "*Spill*" – Means the intentional or unintentional abandonment, deposit, discharge, dump, emission, empty, exhaust, throw, inject, leak, pour, place, release, seep, or spray of *materials* into the environment. As a minimum, the following *spills* must be reported:
- 1) A *spill* of halocarbons greater than 10 kilograms;
 - 2) Any halon *spill* regardless of size or source;
 - 3) Petroleum oil and lubricant *spills* greater than 50 litres;
 - 4) Hazardous *Material spills* that meet or exceed the quantities or levels for reporting specified in the Table in Part 8.1 of the *Transportation of Dangerous Goods Regulations*;
 - 5) Untreated or partially treated discharges from sewage treatment *plants*, storm sewers or sanitary sewers;
 - 6) A *spill* that migrates or is likely to migrate beyond DND property boundaries;
 - 7) A *spill* that is defined by any federal legislation;
 - 8) A *spill* that causes or is likely to cause a negative effect on the health of an individual;
 - 9) A *spill* that causes or is likely to cause injury or damage to property, or to *plant* or animal life; or
 - 10) A *spill* that results or is likely to result in media or public involvement.



- 1.2.20 "*Standing Offer (SO)*". A *Standing Offer (SO)* is not a contract. It is an offer made by a supplier for the provision of certain goods and/or services at prearranged prices or a prearranged pricing basis, under set terms and conditions, that is open for repeated acceptance by one or more authorized user(s) on behalf of *Canada* during a specified period of time. A separate contract is formed each time a *Call-up* for the provision of goods and/or services is issued against a *Standing Offer*. When a *Call-up* is issued, it constitutes an unconditional acceptance by *Canada* of the supplier's offer for the provision, to the extent specified, of the goods and/or services described in the *SO*. *Canada's* liability shall be limited to the actual value of the *Call-ups* made by the duly authorized user(s) representing *Canada* within the period specified in the *Standing Offer*.
- 1.2.21 "*Subcontractor*" means a *person* to whom the *Contractor* has, subject to Clause 20 of these General Conditions, subcontracted the whole or any part of the *Work*.
- 1.2.22 "*Work*" includes, subject only to any express stipulation in the *Call-up* to the contrary, everything that is necessary to be done, furnished or delivered by the *Contractor* to perform the *Call-up*.
- 1.2.23 "*Work order*" means an instrument bearing that title which the *CFHA* issues to the *Contractor* identifying *Work* to be done. Under this *SO*, the "*Work order*" constitutes a *Call-up* as per 1.2.20 above.
- 1.3 All documents forming part of a call-up are complementary and that which is called for by any document shall be as if called for by all such documents. In the event of any variance, discrepancies or conflicts in the *SO* or *Call-Up* documents, the order of priority from highest to lowest shall be:
- 1.3.1 The *Call-Up* documents
 - 1.3.2 The Contractor's completed Offer of Services Form (DCL 150H)
 - 1.3.3 Any Amendments, notices and minutes of meetings issued prior to bid closing
 - 1.3.4 Supplementary Conditions - Form (DCL 244H)
 - 1.3.5 General Conditions - Form (DCL 32H)
 - 1.3.6 Instructions to Bidders - Form (DCL 193H)
 - 1.3.7 Terms of Payment – Form (DCL 25H)
 - 1.3.8 Insurance Conditions – Form (DCL 243H)
 - 1.3.9 *Specifications*



1.3.10 Drawings

2. APPLICABILITY OF GENERAL CONDITIONS

- 2.1 These General Conditions (which are referred to as the "General Conditions") are incorporated by reference with each *Call-up*.

3. AMENDMENTS

- 3.1 No amendment or change in any of the provisions of the *Call-up* shall have any force or effect until the *Crown Representative* reduces it to writing.

4. NO IMPLIED OBLIGATIONS

- 4.1 The *CFHA* obligations shall be limited to those noted in writing in the *Call-up*.
- 4.2 The *Call-up* supersedes all communications, negotiations and agreements, either written or oral, relating to the *Work* that was made prior to the date of the *Call-up*.

5. INSURANCE

5.1 Insurance Contracts

- 5.1.1 The contractor shall, at the contractor's expense, obtain and maintain insurance contracts in respect of the work and shall provide evidence thereof to Canada in accordance with the requirements of the "Insurance Terms" (DCL 243H).
- 5.1.2 The insurance contracts referred to in paragraph 5.1.1. of GC5.1 shall
- 5.1.2.1 be in a form, of the nature, in the amounts, for the periods and containing the terms and conditions specified in "Insurance Terms"; and
 - 5.1.2.2 provide for the payment of claims under such insurance contracts in accordance with GC5.2, "Insurance Proceeds".

5.2 Insurance Proceeds

- 5.2.1 In the case of a claim payable under a General Liability insurance contract maintained by the contractor pursuant to GC5.1, "Insurance Contracts", the proceeds of the claim shall be paid by the insurer directly to the claimant.



6. INDEMNIFICATION BY CONTRACTOR

- 6.1 The *Contractor* shall indemnify and save *Canada* harmless from and against all claims, demands, losses, costs, damages, actions, suits or proceedings whether in respect to losses suffered by *Canada* or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the *Contractor* in performing the *Work* provided such claims are caused by the negligent or deliberate acts or omissions of the *Contractor*, or those for whom it is responsible at law.
- 6.2 The *Contractor's* obligation to indemnify *Canada* for losses related to first party liability shall be limited to:
- 6.2.1 In respect to losses for which insurance is to be provided pursuant to GC5.1 "Insurance Contracts", the Commercial General Liability insurance limit for one occurrence as referred to in the "Insurance Terms" (DCL 243H).
- 6.2.2 In respect to losses for which insurance is not required to be provided in accordance with GC5.1 "Insurance Contracts", the greater of the Contract Amount or \$5,000,000.00, but in no event shall the sum be greater than \$20,000,000.00.
- The limitation of this obligation shall be exclusive of interest and all legal costs and shall apply to any infringement of intellectual property rights or any breach of warranty obligations.
- 6.3 The *Contractor's* obligation to indemnify *Canada* for losses related to the third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by *Canada*, the *Contractor* shall defend *Canada* against any third party claims.
- 6.4 The *Contractor* shall pay all royalties and patent fees required for the performance of the Contract and, at the *Contractor's* expense, shall defend all claims, actions or proceedings against *Canada* charging or claiming that the *Work* or any part thereof provided or furnished by the *Contractor* to *Canada* infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in *Canada*.
- 6.5 Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

7. INDEMNIFICATION BY CANADA

- 7.1 *Canada* shall, subject to the *Crown Liability Act*, the *Patent Act*, and any other law that affects *Canada'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 a *Call-up* under this *SO* that are directly attributable to



7.1.1 Lack of or a defect in *Canada's* title to the *Work* site whether real or alleged;
or

7.1.2 Any infringement or any 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 *SO* employing a model, plan or design or any other thing related to the *Work* that was supplied by *Canada* to the *Contractor*.

8. MEMBERS OF HOUSE OF COMMONS NOT TO BENEFIT

8.1 As required by the Parliament of *Canada* Act, it is an express condition of the *SO* that no member of the House of Commons shall be admitted to any share or part of the *SO* or to any benefit arising there from.

9. COMPLIANCE WITH APPLICABLE LAWS, REGISTRATION AND LICENSING

9.1 The *Contractor* shall comply with all codes, laws and regulatory provisions that are applicable to the performance of the *Work* or any part thereof including, without limitation, all laws concerning environmental protection, occupational health & safety and labour conditions, and shall require compliance therewith by all of its *subcontractors*.

9.2 Unless otherwise provided in the *SO*, the *Contractor* shall obtain all permits and hold all certificates and licenses for the performance of the *Work*.

9.3 Where the *Contractor* makes application to subcontract part of the *Work*, and Provincial Legislation requires that a *person* be licensed to carry out that part of the *Work*, the *Contractor* shall produce evidence that the proposed *subcontractor* and/or his/her trades people to be assigned to that part of the *Work* are so registered or licensed. Where a Trade Helper is provided and Provincial Legislation requires that a Trade Helper *person* be registered in a Provincial apprenticeship program to carry out part of the *Work*, the *Contractor* shall produce evidence that the proposed *subcontractor* and/or his/her trades people to be assigned to that part of the *Work* are so registered.

9.4 From time to time, the *Crown Representative* may request that the *Contractor* provide evidence that it complies with all applicable, codes, laws and regulatory provisions and that it holds all required permits, certificates and licenses. Such evidence shall be provided within the time set in the request or as otherwise stipulated in the *SO*.

10. INTERPRETATION OF CONTRACT BY CROWN REPRESENTATIVE

10.1 If, at any time before the completion of any *Call-up* a question arises between the parties about whether anything has been done as required by the *Call-up* or about what the *Contractor* is required by the *Call-up* to do, and, in particular but without limiting the generality of the foregoing, about

10.1.1 the meaning of anything in the Plans and *Specifications*,



- 10.1.2 the meaning to be given to the Plans and *Specifications* in case of any error therein, omission there from, or obscurity or discrepancy in their wording or intention,
- 10.1.3 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 *Call-up*,
- 10.1.4 whether or not the labour, *plant* or *material* provided by the *Contractor* for performing the *Work* and carrying out the *Call-up* are adequate to ensure that the *Work* will be performed in accordance with the *Call-up* and that the *Call-up* will be carried out in accordance with its terms,
- 10.1.5 what quantity of any kind of *Work* has been completed by the *Contractor*, or
- 10.1.6 the timing and scheduling of the various phases of the performance of the *Work*.

The question shall be decided by the *Crown Representative* (Refer to Clause 10.1) whose decision shall be final and conclusive in respect of the *Work*.

- 10.2 The *Contractor* shall perform the *Work* in accordance with any decisions of the *Crown representative* that are made pursuant to 10.1 and in accordance with any consequential directions given by the *Crown Representative*.

11. CROWN REPRESENTATIVE

- 11.1 *CFHA* may at any time by notice in writing to the *Contractor* nominate or remove and substitute Representatives at any time.
- 11.2 A nominated Representative may exercise in the name of *CFHA* all power, authorities and discretions conferred on *CFHA* as specified herein.
- 11.3 A nominated Representative may, by notice in writing to the *Contractor*, appoint a sub-representative to exercise such of *CFHA*'s power, authorities and discretions as may be specified in that notice.

12. MATERIAL, PLANT AND REAL PROPERTY SUPPLIED BY CANADA

- 12.1 Subject to Clause 12.2 below, the *Contractor* is liable to *Canada* 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 *Canada* for use in connection with the *Work*, whether or not that loss or damage is attributable to causes beyond the *Contractor's* control.
- 12.2 The *Contractor* is not liable to *Canada* for any loss or damage to *material*, *plant* or real property referred to in Clause 12.1 above, 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 Clause 12.1 above, except for the purpose of performing the *Work*.
- 12.4 When the *Contractor* fails to make good any loss or damage for which he is liable under Clause 12.1 above, within a reasonable time after being required to do so by the *Crown Representative*, the *Crown* may cause the loss or damage to be made good at the *Contractor's* expense, and the *Contractor* shall thereupon be liable to *Canada* for the cost thereof and shall, on demand, pay to *Canada* an amount equal to that cost.
- 12.5 The *Contractor* shall keep such records of all *material, plant* and real property (referred to in Clause 12.1 above), as the *Crown Representative* from time to time requires, and shall satisfy the *Crown Representative*, when requested, that such *material, plant* and real property are at the place and in the condition in which they ought to be.

13. SITE ACCESS ARRANGEMENTS

- 13.1 The *Contractor* shall be responsible for making arrangements at a mutually convenient time with occupants of dwellings owned and/or managed by *CFHA* for access or entry to premises to carry out *Work* required under each *Call-up*. The contractor shall not at any time enter a residence without the occupant (or a representative of the occupant) present. If an occupant is absent, the *Contractor* shall leave a card notifying the occupant of his visit and request advice from the occupant as to when access can be obtained to the premises to carry out the *Work* required. Should the occupant not attend a second appointment, the contractor is to immediately notify the *Crown Representative* who will make a third appointment for access to carry out the *Work*.
- 13.2 Where arrangements were made pursuant to clause 13.1 above, if *Work* shown on the *Call-up* cannot be performed owing to non-access to premises after a third attempt by the *Contractor* to gain access, the *Crown Representative* shall negotiate the amount of any payment to be made for that *Call-up*.
- 13.3 Where access to a premise is to be disturbed due to progress of the *Work*, twenty-four (24) hours written notice shall be given to the occupant giving specific details of the disturbance and the proposed duration. Pedestrian access must be maintained where required and as directed.
- 13.4 Where there is a requirement for the *Contractor*, his employees or agents to obtain an entry permit to a particular secure area the *Contractor* shall, as early as practical, before any *person* is required to enter the site for any purposes in connection with the *Call-up*, furnish to the *Crown Representative* a document setting out in respect of the *Contractor*, his employees or agents their names, residential addresses and dates and places of birth.
- 13.5 All *persons* desiring to enter the site shall comply with all local and Base, Wing or Station regulations and requirements relating to the issue of an entry permit and with all conditions relating to entry to the site.



- 13.6 Customer Care Requirements, Annex “B” to the *specifications*, shall form part of and be read in conjunction with articles 13.1 to 13.5 above.

14. CONTRACTOR STATUS

- 14.1 The contractor shall be engaged as an independent contractor.
- 14.2 The *Contractor* and any employee of the said *Contractor* are not engaged under the SO as an employee, servant or agent of *Canada*.
- 14.3 For the purposes of Clauses 14.1 and 14.2 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, Employment Insurance, *Workers Compensation* or Income Tax.

15. CONFLICT OF INTEREST

- 15.1 No former public office holder who is not in compliance with *DAOD 7021-1*, Conflict of Interest and *DAOD 7021-2*, Post Employment shall derive a direct benefit from the SO.

16. NOTICE

- 16.1 Any notice shall be in writing and may be delivered by hand, courier, registered mail, facsimile or other electronic means that provides a paper record of the text of the notice, addressed to the *Contractor* for whom it is intended at the address stipulated in the Offer of Services Form or at the last address of which the sender has received notice in accordance with this section. Any notice shall be deemed to be effective on the day it is received at that address.

17. TIME FRAMES FOR COMPLETION OF THE WORK

- 17.1 Where the *Call-up* prescribes a time frame or time frames within which the *Contractor* is required to complete the *Work* or any part or parts thereof; or where the *Call-up* is expressed to operate for a fixed term, then time is of the essence.
- 17.2 If, after receiving a *Call-up*, the contractor finds reason or cause that would preclude him from meeting the prescribed time frame(s), he shall immediately advise the *Crown Representative*. The *Crown Representative* may then adjust the time frame(s) or, at their sole discretion, re-assign the *Call-up*.

18. COMPLETION AND RESPONSE TIMES

- 18.1 Each *Call-up* will indicate the completion time. The specified completion time is based on one of following priority response times:



- Priority 1 Respond within 1 hour
 - Priority 2 Respond within 24 consecutive hours
 - Priority 3 Respond within 7 consecutive days
 - Priority 4 Respond within 14 consecutive days
 - Priority 5 Respond within 28 consecutive days
 - Priority 6 Respond as specified on the *Work Order*
- 18.2 The *Contractor* is expected to be on site and fully prepared to undertake the work and /or working within the priority response time allocated for each item of work specified in the *Work Order*.

19. WORKING HOURS

- 19.1 *Work* under the *Call-Up* shall be executed within the hours of 8 a.m. to 5 p.m. Monday to Friday (excluding statutory holidays, provincial/territorial holidays and/or construction holiday periods), except designated emergency *Work*, which shall be attended to within one hour of notification as defined in the Supplementary Conditions, DCL244H. Where the *Contractor* voluntarily elects to *Work* outside the specified hours, he shall first obtain the approval of the *Crown Representative*, and the consent of any occupants or neighbours (as may be appropriate), and shall conduct such *Work* in a manner that causes a minimum of inconvenience to such occupants and/or neighbours.

20. ASSIGNMENT AND SUBCONTRACTING

- 20.1 The *Call-Up* shall inure to the benefit of and be binding upon the parties thereto and their lawful heirs, executors, administrators, successors and assigns.
- 20.2 The *Contractor* shall not, without the prior written approval of the *Crown Representative*, assign the *SO* and/or *Call-Up* in whole or in part nor assign any payment thereunder,
- 20.3 The *Contractor* shall not be entitled to subcontract any part of the *Work* without the prior written approval of the *Crown*. If the *Crown* grants permission to subcontract, the *Contractor* shall provide all contact information such as name of the company, contact name, address, phone and fax numbers, and emergency number for after hours trades to the *Crown Representative* upon request.
- 20.4 Subject to 20.3 should the contractor wish to change one of his *subcontractors*, he shall do so in writing to the *Crown Representative* a minimum of 72 hours before the new *subcontractor* is to commence *Work*.
- 20.5 The *Contractor* shall not be entitled to subcontract any part of the *Work* to other contractors who currently have a *SO* in the same trade or who have had a contract or *SO* terminated by the *Crown*.
- 20.6 Approval to subcontract shall not relieve the *Contractor* from any liability or responsibility under the *SO* and/or *Call-up*, and the *Contractor* shall remain liable to *Canada* for the acts, errors or omissions of, *subcontractors* and their employees.



20.7 Every subcontract entered into by the *Contractor* shall adopt all of the terms and conditions of the *SO* and/or *Call-up*.

21. CONTRACTOR TO INFORM HIMSELF

21.1 The *Contractor* shall be deemed to have:

21.1.1 examined carefully and to have acquired actual knowledge of the contents of the *Specification*, the other Bid Documents and these General Conditions and any other information made available in writing by *Canada* to the *Contractor* for the purpose of tendering or quoting for the *Work*;

21.1.2 examined all information relevant to the risks, contingencies and other circumstances having an effect on the *Work*, which is obtainable by the making of reasonable enquiries; and

21.1.3 satisfied himself as to the correctness and sufficiency of his Tendered rates for the *Work* and that his rates cover the cost of complying with all the obligations of the bid documents and of all matters and things necessary for the due and proper performance and completion of the *Work* described in the *Specifications*.

22. INTERPRETATION OF DRAWINGS

22.1 The *Contractor* shall check all relevant dimensions on site before proceeding with the *Work*.

22.2 The layout of *plant* and equipment as shown on the drawings shall be taken as diagrammatic only. The *Contractor* shall be responsible to obtain all measurements and other information required to carry out the *Work*. The *Contractor* shall not be entitled to any extra cost resulting from his/her failure to obtain measurements and other information on the site.

23. TRADE AND BRAND NAMES

23.1 When trade or proprietary names, brands, catalogue or reference numbers are referred to in the *Specification*, they are intended to set a minimum standard and preference for any particular *materials* or equipment is not intended or implied. A *Contractor* may offer *material* or equipment of similar characteristics or type, quality, appearance, finish, method of construction and performance. *Canada* reserves the right to accept or reject any *materials* or equipment offered.

23.2 When “standard of acceptance” and/or, “acceptable products” are referred to in the *Specification*, the product(s) named are to be the product(s) used. The process of reviewing alternative product(s) is to be as follows:

- a) The *Crown’s Representative* issues a *Work order* to the *Contractor* where products are required as specified in the documents.
- b) The *Contractor* may submit a request to the *Crown’s Representative* at the time of receiving the *Work order* to review alternative product(s) to the one(s) specified as standard of acceptance or acceptable product. The request must demonstrate through product literature and a sample of the



product(s) that the product(s) are of equal quality to the product(s) specified.

- c) The *Crown's Representative* shall review the requested alternative product(s), approve or reject the product(s), and advise the *Contractor* in writing of the approval or rejection.
- d) The *Contractor* may only make use of the alternative product(s) when provided with a written approval from the *Crown's Representative*.

23.3 *Canada* reserves the right to accept or reject any requests for alternative product(s).

23.4 The *Contractor* shall obtain prior written approval of all items to be used in the *Work*, where the items have not been specified or differ from those specified.

23.5 All *materials* used on site shall be new and of first grade quality as regards design, manufacture and operation under all conditions of service. *Materials* used shall be approved and suitable for use under all on-site conditions and shall be installed in accordance with manufacturers' instructions.

24. SALVAGED MATERIALS

24.1 The *Crown Representative* reserves the right to request that the *Contractor* deliver into the stores of the *CFHA* for the purpose of inspection and/or disposal action, any part or parts replaced under the terms of the *Call-Up*.

24.2 If the *Crown Representative*, after inspecting the goods, so orders in writing the inspected goods shall be removed from the site and disposed of by the *Contractor*. Proceeds of the disposal of any goods disposed of by the *Contractor* with the written permission of the *CFHA* shall become the property of the *Contractor*.

25. SITE AMENITIES

25.1 Where *Work* is to be carried out to unoccupied premises the existing water, sanitary and other facilities in the unoccupied premises may be used by the *Contractor* and his personnel upon receipt of written approval from the *Crown Representative*. The *Contractor* is to ensure that his employees understand any restrictions imposed by the *Crown Representative*, in relation to the use of such facilities.

25.2 Where the facilities are not used properly, the right conferred by this clause may be withdrawn, in which case the *Contractor* shall provide and maintain in a sanitary condition all statutory and necessary amenities and sanitary facilities for *Workmen* and other *persons* lawfully upon the site and remove them on completion of the *Work*. In occupied premises the *Contractor* shall be responsible for providing all statutory and necessary amenities and sanitary facilities unless prior arrangements are made with the occupant. Note that occupant approval is not guaranteed and if so granted can be withdrawn anytime by the occupant. Refer to Customer Care Requirements (Annex "B" to *Specifications*) for specific instructions and precautions to be observed while providing services in occupied premises.



26. EXISTING SERVICES

- 26.1 The *Contractor* shall notify the *Crown Representative* of any connection, disconnection, interference or other modification required with or to existing services.
- 26.2 The *Contractor* shall, before *Work* commences, liaise with the *Crown Representative* regarding the location of existing services. The *Contractor* will be responsible for locating all existing services.
- 26.3 The *Contractor* shall immediately notify the *Crown Representative* in the event of damage to any water, gas, steam, compressed air, electric, drainage, sewerage, telephone, fire alarm, control cable or other services in the area. The *Contractor* shall render any assistance required in connection with any such incident, but otherwise *Work* in that vicinity shall be stopped immediately and not be restarted until instructed by the *Crown Representative*.
- 26.4 Notwithstanding 26.3, where the service is indicated on the drawings and/or in the *specification*, or is evident on the site or has been pointed out by the *Crown Representative*, the *Contractor* shall be liable for the cost of any necessary repairs. For additional information relating to utility interruptions, refer to Clause 29.
- 26.5 Where the *Contractor* encounters any services, details of which are not given on the drawings and/or in the *specification* and which are not evident on the site or which have not been pointed out to him, and has carried out his operations with reasonable care, the cost of reinstatement, diversion or other associated *Work* shall be paid to the *Contractor* as an extra to the *Call-up*. The *Contractor* is to advise the *Crown Representative* and obtain concurrence before proceeding with any reinstatement *Work*.

27. SITE PROTECTION, OCCUPATIONAL HEALTH & SAFETY AND ENVIRONMENTAL MANAGEMENT

27.1 Site Protection

27.1.1 General

- 27.1.1.1 The *Contractor* shall guard or otherwise protect the *Work* and its site, and protect the *Call-up*, *specifications*, plans, drawings, information, *material*, *plant* and real property, whether or not they are supplied by *Canada* to the *Contractor*, against loss or damage from any cause, and the *Contractor* shall not use, issue, disclose or dispose of them without the written consent of *DCC*, except as may be essential for the performance of the *Work*.

27.1.2 Responsibility and Protection of Vegetation and Buildings

- 27.1.2.1 The *Contractor* shall allow for such bending over, staking, covering or other protection of vegetation as may be necessary



for both the avoidance of damage, and to enable vegetation to be left in a similar condition as it was when the *Work* commenced.

27.1.2.2 The *Contractor* shall take all possible care to protect internal furnishings and fitments of buildings. Clean drop sheets shall be used for covering furniture and carpets, and those sheets shall be laundered or replaced as may be necessary before and during the *Work*

27.1.2.3 The *Contractor* shall move furniture as necessary for the performance of the *Work*. The occupants may assist, but the *Contractor* is responsible in the first instance for removal and replacement of furniture.

27.1.2.4 The *Contractor* shall be liable for any breakages and damage to occupant interior/exterior furniture and furnishings which may take place during the course of the *Work* and which are directly attributable to any action or lack of appropriate action by the *Contractor*.

27.1.2.5 When the premises are occupied, the removal of contents and cleaning of all cupboards and closets to be internally painted shall be the responsibility of the occupant. If the dwelling is not occupied, cleaning shall be the contractor's responsibility.

27.1.3 Preservation of Trees and Shrubs

27.1.3.1 The *Contractor* shall not destroy, remove or clear any trees or shrubs from any lands used or occupied by the *Contractor* in the execution of the *Work* without the prior approval of the *Crown Representative*. Under normal *Working* conditions on any sites where trees, shrubs, lawns or gardens are affected by the *Work*, the *Contractor* shall give fourteen (14) days notice to the *Crown Representative* prior to commencing *Work* to allow the *Crown Representative* sufficient time to remove any of their trees, *plants*, etc. which they may require.

27.1.4 Protection against Dust, Debris, Water Etc.

27.1.4.1 Where *Work* is carried out in occupied or partially occupied premises the *Contractor* shall arrange the execution of the *Work* so as to minimize nuisance to the occupants. The occupants and contents are to be protected against unreasonable amounts of dust, dirt, noise or other nuisance. Installed equipment shall be protected against damage by dust, dirt, shock or other cause, and appropriate measures are to be taken to afford such protection. Dust screens and watering shall be used to reduce dust.



27.1.5 Soil Conservation

- 27.1.5.1 The *Contractor* shall take such steps as are necessary to prevent the erosion of any lands used or occupied by the *Contractor* in the execution of the *Work*.

27.1.6 Noise Control

- 27.1.6.1 The *Contractor* shall take all practicable precautions to minimize noise arising out of or resulting from any activity associated with the *Work* under the *Call-Up*. All construction equipment shall be fitted with noise suppressors unless specially designed for quiet operation.

27.1.7 Site Control

- 27.1.7.1 Except as otherwise provided in the *Call-up*, delivery of *materials* to the site, space for storage of such *materials* and for building sheds, offices, workshops and other temporary structures shall be allowed only in accordance with arrangements entered into between the *Contractor* and the *Crown Representative* and subject to such conditions as are determined by the *Crown Representative*.
- 27.1.7.2 No new roads or tracks shall be formed, no existing roads shall be altered, camps erected, trees or shrubs removed, fences, water, sewerage or power lines cut or any other thing done that may affect the environment to a significant extent without the prior approval of the *Crown Representative*.
- 27.1.7.3 No parking on lawn areas is permitted. Parking on the roads and/or driveways shall be the norm where permitted by local by-laws.
- 27.1.7.4 No fires shall be lit on the site.
- 27.1.7.5 *Contractor's* employees or any individual associated with the contractor shall park their vehicles in areas approved by the *Crown Representative*. Refer also to clause 27.1.9 herein.

27.1.8 Trucking

- 27.1.8.1 No motor vehicles shall leave the site laden with any *material* unless it is loaded in a manner that will prevent the discharge or dropping of any of the *materials*.
- 27.1.8.2 The *Contractor* shall ensure that the wheels, tracks and body of all construction *plant* leaving the site are free of mud



27.1.9 Site Restoration

- 27.1.9.1 The *Contractor* shall keep the site of the *Work* and areas adjacent to the site in as good a state of repair as they were when he commenced the *Work*.
- 27.1.9.2 Any and all disturbance to grass areas shall be kept to a minimum. All disturbed grass areas shall be returned to as close as is reasonably possible to their original condition. This shall include grass areas being raked to a neat and tidy condition to remove any *material* that has been placed upon them.
- 27.1.9.3 While any portion of the *Work* is in progress, all restoration of the site shall be carried out concurrent with the progress of that portion of the *Work*. Restoration of driveways and road pavements shall be completed at intervals of not greater than one (1) week.

27.1.10 Cleaning Up

- 27.1.10.1 While any portion of the *Work* is in progress the *Contractor* shall, on a daily basis, remove from the site all rubbish, debris and waste resulting from the activities, unless otherwise authorised by the *Crown Representative*.
- 27.1.10.2 Upon completion of the *Work* the *Contractor* shall leave the site in a thoroughly clean condition.
- 27.1.10.3 All refuse arising from the execution of *Work* under the *SO* (including food scraps and the like) shall be removed from *Crown* property at the cost to the contractor. Refuse shall not be dropped free. Hoppers and shutters, chutes or refuse buckets shall be used. All hoppers, chutes or buckets for refuse shall be covered, or be of such a design as to fully confine the *material* and prevent dissemination of dust.
- 27.1.10.4 Where the *Crown* operates a waste management facility (garbage dump) on or at the same location, Base, Site, Camp or Station as the *Work*, permission to use the *Crown* facility may be granted in writing to the contractor. By granting permission, the *Crown* in no way agrees to, or implies that, such use will continue to be granted for any specified period of time. The *Crown* may cancel any contractor use agreement, by issuing a written notice to the contractor. If use of a *Crown* owned waste management facility is withdrawn for any reason from a contractor, the contractor agrees that all costs associated with the contractor finding an alternative facility shall be borne by and be the sole responsibility of the contractor.



27.2 Occupational Health & Safety

27.2.1 General

- 27.2.1.1 All contractors *Working* on, or in federally owned or leased premises/property, acknowledge and accept pertinent responsibility for compliance with the appropriate provincial and federal health and safety legislative requirements and industry standards. Delays due to safety concerns or issues may result in actions taken by the *Crown* for non-compliance under the “default” clause of these general conditions. All contractors shall follow all applicable health and safety policies and procedures of the *Crown* as described in the Safety Requirements – Section 017003, which have been appended as Annex C to the *specifications*.
- 27.2.1.2 The *Crown* may stop the *Work* if, in its opinion, the *Work* is not being performed safely by the contractor or the *Work* is being performed in a manner that is contrary to the requirements of the applicable safety legislation.
- 27.2.1.3 In the event that differences or conflicts arise between legislation, regulations or safety standards that apply to the *Work* being done, the more stringent provisions shall apply.

27.2.2 Basic Requirements

- 27.2.2.1 The *Contractor* shall at all times protect the premises of the occupant by:
 - 27.2.2.1.1 Appropriately ventilating any areas that may have objectionable odours or dust.
 - 27.2.2.1.2 Keeping the *Work* site, including accesses, clean and free of debris at all times and undertaking a complete cleanup at the end of each *Workday* prior to leaving the worksite.
- 27.2.2.2 Following the reporting of a hazard, the *Crown* shall:
 - 27.2.2.2.1 Make direct arrangements with the *Contractor* to effect the necessary changes to ensure the health and safety of those exposed, or to protect property;
 - 27.2.2.2.2 Where resolution of the situation is not achieved to the satisfaction of the *Crown*, the provincial, territorial and federal enforcement authorities having



jurisdiction may be involved in order to resolve the issue.

27.2.2.2.3 All contractors, at the discretion of the *Crown*, shall attend / conduct sessions or meetings for the purpose of informing all concerned of health and safety hazards at the *Work* site.

27.2.2.2.4 If the *Work* involves the generation of sparks, or production of heat by the *Contractor* in carrying out the *Work*, the *Contractor* shall obtain a Hot *Work* Permit from the Authority having jurisdiction at the Site. Any fee associated with the Hot *Work* Permit will be reimbursed “at cost” without mark-up to the *Contractor* by *CFHA*.

27.2.3 Prohibited Activities

27.2.3.1 Smoking will not be permitted in any of the housing units, including vacant units.

27.2.3.2 The *Contractor* shall not at any time use or cause to be used any explosives without the approval of the *Crown Representative* and shall ensure that proper precautions and proper care are taken in respect of such explosives or equipment.

27.2.3.3 The *Contractor* shall not stockpile *materials*, tools or equipment in or on any occupant premises.

27.2.4 Hazardous substances / contaminated site conditions

27.2.4.1 For the purposes of this clause, the term “hazardous *material*” refers to: a) those substances referred to in Schedule 1 “List of Toxic Substances” under the Canadian Environmental Protection Act; or b) any biological or chemical agent named described in any Provincial Acts and/or Regulations as a hazardous *material* or designated substance. As part of the *Work* involved in this *SO*, the *Contractor* is advised that hazardous *materials* may be encountered. A list of the typical types of hazardous *materials* that may be encountered as part of each trade is provided in the General section of the *Specifications* for each trade.

27.2.4.2 In addition to the basic information provided in the General section of the *specifications* for each trade, the *Crown Representative* will inform the *Contractor* of any specific information that is, or becomes, available with respect to the presence of known hazardous *materials* that may be encountered as part of the *Work*.



27.2.4.3 When the *Contractor* encounters any latent or previously unidentified / undocumented hazardous *material* (s), or has reasonable grounds to believe that additional hazardous *material* (s) may exist at the site of the *Work*, the Contract shall:

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

27.2.4.3.2 Immediately notify the *Crown Representative* of the circumstances;

27.2.4.3.3 Take all reasonable steps to minimize additional costs, which may accrue as a result of any *Work* stoppage;

27.2.4.4 Upon receipt of a notification in accordance with 27.2.4.3 the *Crown Representative* shall, in a timely manner, determine whether a hazardous substance or contaminated site condition as described in, or contemplated by, clause 27.2.4.1, exists, and shall notify the *Contractor* in writing of any action to be taken, or *Work* to be performed, by the *Contractor* as a result of the Representative's determination.

27.2.5 Other Precautions in Carrying Out *Work*

27.2.5.1 Unless otherwise specified, the *Contractor* shall observe, in the absence of any statutory requirement to the contrary, the relevant current standard published by the Canadian Standards Association relating to storage, transport, use of *materials*, explosives, fire precautions in arc or flame cutting, flame heating and arc or gas welding operations, *plant* and equipment, *Work* processes and safety precautions.

27.3 Environmental Management

27.3.1 *Spills*

27.3.1.1 The *Contractor* shall take every precaution to ensure that a *Spill* does not occur;

27.3.1.2 In the event that the *Contractor* causes an intentional or unintentional *Spill*, the *Contractor* must stop *Work* and immediately notify the *Crown Representative* and other authorities having jurisdiction; and



27.3.1.3 Take all reasonable steps to minimize the environmental damage, which may be caused by the *Spill*.

27.3.2 Disposal of Designated Waste and Refuse

27.3.2.1 Disposal of specially designated waste (i.e., hazardous waste) is provincially regulated and therefore shall be carried out in accordance with the applicable provincial acts and regulations dealing with the classification, documentation, packaging, and disposal of such waste. Transportation of specially designated waste shall be carried out in compliance with the Federal Transportation of Dangerous Goods Act and/or provincial equivalents.

27.3.3 Contaminated Site Conditions

27.3.3.1 For the purposes of this clause, a contaminated site condition exists when local soil and/or groundwater media is impacted by a substance that occurs at concentrations above background levels and pose, or is likely to pose, an immediate or long-term hazard to human health or the environment; or exceed levels specified in policies and regulations. The definition is not intended to include sites that are only covered by inert debris or are simply aesthetically unpleasant. Similarly, heat, sound, and vibration are excluded as contaminants within the scope of the above definition.

27.3.3.2 If the *Contractor* encounters any latent or previously unidentified/undocumented contaminated site condition, the *Contractor* shall observe the requirements described in Sections 27.2.4.3.1, 27.2.4.3.2, and 27.2.4.3.3.

27.3.3.3 Upon review of qualifications, additional services may be requested in support of the cleanup of contaminated site conditions. The *Work* shall be completed in accordance with all relevant federal, provincial, territorial and municipal statutes and other authorities having jurisdiction.

27.3.3.4 The *Crown Representative* may at any time, and at his sole discretion, enlist the services of experts and specialty contractors to assist in determining the existence of, and the extent and treatment of the contaminated site condition, and the *Contractor* shall, to the satisfaction of the *Crown Representative*, allow them access and cooperate with them in the carrying out of their duties and obligations.



27.3.4 Sustainable Development Strategy Reporting

27.3.4.1 Sustainable Development Strategy" (SDS) refers to the Department of National Defence's objectives and plans of action to promote and foster sustainable development within the Department of National Defence (DND). Under federal legislation *CFHA* is required to produce an annual report on *CFHA's* SDS progress. *CFHA* uses the SD Proforma (Annex D) to collect data from *Contractors* who complete *Work* that has an impact on *CFHA's* Sustainable Development Strategy (SDS) targets. The form is a component of the *SO* between the *Crown* and the contractor. The *Crown Representative* shall identify the relevant sections of the proforma for the *Work* assigned and the *Contractor* shall complete the SDS proforma accordingly. *Contractors* shall record accurate information pertaining to the SDS targets to the best of their ability.

28. SIGNAGE/PUBLIC STATEMENT

28.1 The *Contractor* shall not without the prior written approval of the *Crown Representative* erect, or permit the erection of any sign or advertisement on the site or issue any public statement as to the subject matter of the *Work* or anything arising under the *Call-Up*.

29. UTILITY INTERRUPTIONS

29.1 The *Contractor* shall notify the *Crown Representative* in writing prior to any proposed interruptions or switching off of utility; e.g. water, electricity, gas supply, stating the date and the expected duration of the shutdown. No utility shall be switched off before prior written approval has been given by the *Crown Representative* except where the safety of any *person* would otherwise be at risk. The *Contractor* shall be responsible for any loss or damage to property or goods caused by unauthorized interruptions to utility supply.

29.2 The *Contractor* shall provide temporary heat and power as required to allow the dwelling occupants to operate essential equipment. Power shall also be provided to deep freeze and refrigeration units during extended power outages. Light shall be provided during the hours of darkness.

30. DISPUTE RESOLUTION

30.1 All disputes or differences arising out of the *Call-ups* shall be dealt with in the following manner:

30.1.1 Initially the *Contractor* and the *Crown Representative* shall engage in negotiations with intent to produce a negotiated resolution.



- 30.1.2 In the event that negotiations fail between the *Contractor* and the *Crown Representative*, then the dispute shall be referred to *DCC*.
- 30.1.3 In the event that negotiations fail between the *Contractor* and *DCC*, then the dispute shall be referred to mediation.
- 30.1.4 In the event that such mediations fail, then the dispute insofar as it pertains to practical items such as the quantity or quality of *Work*, the value of *Work* and the like, shall be referred to binding arbitration. Defence Construction Canada will appoint an independent arbitrator that is acceptable to both the contractor and *DCC*.
- 30.1.5 If either *DCC* or the *Contractor* fails to agree on the arbitrator proposed by Defence Construction Canada, then Defence Construction Canada shall request that the Provincial Arbitration Institute appoint an appropriately qualified independent arbitrator. A determination in any such arbitration shall be final and binding on both *DCC* and the *Contractor*. All costs associated with the arbitration process, except those incurred by *DCC* and the *Contractor* on their own behalf, shall be borne equally by *DCC* and the *Contractor*.
- 30.1.6 Otherwise the parties shall be at liberty to pursue conventional legal remedies, although *DCC* records its preference for arbitration of disputes as an alternative to litigation.

31. COMMUNICATION

- 31.1 The *Contractor* shall have as a minimum the following communication capabilities through which requests for work can be made during:
- 31.1.1 Normal working hours - for all trades: constantly attended telephone, either cellular, facsimile, alpha/numeric pager or otherwise.
- 31.1.2 Outside normal working hours - for trades not required to have emergency response capability; a telephone answering service capable of recording messages or facsimile.
- 31.1.3 Outside normal working hours - for trades with required emergency response capability: constantly attended telephone, either cellular, facsimile, alpha/numeric pager or otherwise.
- 31.1.4 A facsimile machine is required by all *Contractors* for transmission of work orders. The facsimile machine must be monitored at least once daily for normal priority work orders. All number one priority work orders (one hour response time) will be followed-up by a telephone call from the *Crown Representative* to the *Contractor*.
- 31.2 The *Contractor* shall keep the *Crown's Representative* informed of the emergency service telephone numbers on which his firm can be contacted both during normal working hours and outside normal working hours.



- 31.3 The *Contractor* shall perform only the *Work* of the *Call-up* and shall not undertake any *Work* for the occupant without prior approval of *CFHA*. The *Contractor* shall not enter into any discussions with the occupant that may leave any expectations, either positive or negative, with respect to the *Work* being performed.
- 31.4 *Contractor's* etiquette when working in or about the occupant premises shall be as described in the Annex B - Customer Care Requirements.

32. COOPERATION WITH OTHER CONTRACTORS

- 32.1 Where, in the opinion of the *Crown 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 *Crown Representative*, allow them access and cooperate with them in the carrying out of their duties and obligation.

33. UNSUITABLE WORKERS

- 33.1 The *Contractor* shall, upon the request of the *Crown Representative* immediately, remove any *person* employed by him for purposes of the *Call-up* who, in the opinion of the *Crown Representative*, is unqualified, incompetent or has conducted himself improperly, and the *Contractor* shall not permit a *person* who has been removed to return to any *Work* site without the written approval of the *Crown Representative*.
- 33.2 Individuals employed by one *Contractor* holding an *SO* may not be employees of another *Contractor* performing *Work* on another *SO* on the same Base/Wing.

34. CONTRACTOR'S COMPETENCE

- 34.1 All *Work* shall be carried out in a neat and competent manner by qualified tradespersons and/or helpers or apprentices supervised on site by qualified tradespersons, using good quality new *materials*.

35. AUTHORITY TO EXECUTE THE WORK

- 35.1 When *Work* is to be carried out the *Crown Representative* will issue the *Contractor* one copy of the *Call-up* and an invoice copy, which will contain a brief description of the *Work* required. Information regarding location of *Work*, availability of occupant (when home etc.) and other relevant information, will be shown on the instruction.
- 35.2 When additional *Work* to that detailed in a *Call-up* is found to be required (the additional *Work* being in excess of \$50.00 as described in Clause 39.2), or the extent or nature of the *Work* differs significantly from that on the *Call-up*, the *Contractor* shall seek and obtain specific instructions from the *Crown Representative* before proceeding with any additional or different *Work*.



36. EXAMINATION OF WORK

- 36.1 If, at any time after the commencement of the *Work* but prior to the expiry of the warranty or guarantee period, the *Crown Representative* has reason to believe that the *Work* or any part thereof has not been performed in accordance with the *Call-up*, the *Crown Representative* may have that *Work* examined by an expert of his choice.
- 36.2 If, as a result of an examination of the *Work* referred to in Clause 36.1, it is established that the *Work* was not performed in accordance with the *Call-up*, then, in addition to and without limiting or otherwise affecting any of *Canada's* rights and remedies under the *SO* either at law or in equity, the *Contractor* shall pay *Canada*, on demand, all reasonable costs and expenses that were incurred by *Canada* in having that examination performed. The *Contractor*, at the direction of the *Crown Representative*, may/may not be permitted to complete the *Work* as per Clause 44 and Clause 46.

37. DAMAGE BY CONTRACTOR

- 37.1 The *Contractor* shall exercise all due care to prevent damage to any property owned, leased or managed by *Canada*. If he or his servants or agents by act or default cause damage to such property he shall forthwith at his own expense restore the damaged property to a serviceable condition.

38. TESTS AND INSPECTIONS

- 38.1 The *Contractor* shall arrange for all tests and inspections required by relevant laws and regulations to be carried out by the relevant authority. Where the relevant authority does not accept the *Work*, the contractor shall be responsible for cost incurred to have the *Work* accepted.

39. OBVIOUS WORK

- 39.1 The *Contractor* shall carry out all *Work*, which obviously forms part of the *Call-up* even though not specifically listed or detailed in the *Call-up* and/or *Specifications*. All measurements for costing of *Work* where not given in detail by the *CFHA* shall be based on dimensions taken on site. Exact locations of all *Work* shall, where possible, be indicated by the *CFHA* in the *Call-up* and/or the *Specification*.



- 39.2 *Contractors* are authorized to vary *Call-ups* up to a maximum of \$50.00 without prior approval of the *Crown Representative* provided the variation in *Work* is directly related to the original *Work*. Any variation to a *Call-up*, which exceeds \$50.00, requires prior approval of the *Crown Representative*. Approval shall be presented to the *Contractor* in the form of an Instruction to *Contractor* (ITC) document (CFHA 107) and will be supported by an identified SUR code line item or requested estimate submitted by the *Contractor*. Misuse of this authority to vary *Call-ups* may result in the review of all variations and / or actions required under “Suspension of *Work*”, refer to Clause 47

40. MATCHING EXISTING WORK

- 40.1 Where the method of joining up of old and new *Work* is not otherwise specified, the cutting away and joining up shall be carried out in a manner approved by the *Crown Representative* and made good in all trades to match existing adjacent *Work*.

41. MEASUREMENT OF THE WORK

- 41.1 Unless otherwise specified in the *Call-up*, all measurement of *Work* shall be in accordance with the latest issues, amendments and supplements of the Canadian Standards Association (CSA). CAN/CSA-Z234.1-00, Canadian Metric Practices Guide.

42. ACCEPTANCE OF THE WORK

- 42.1 All *Work* shall be demonstrated to the satisfaction of the *Crown Representative* to have been installed and operate correctly upon completion based on the manufacturer's recommendations. Should any part of the *Work* fail to have been installed and operate correctly, the *Contractor* shall be responsible for costs incurred during this period to make that part of the *Work* function correctly.
- 42.2 Upon completion of the *Work* the *Contractor* shall hand to the *Crown Representative* all diagrams, plans/ equipment in a clear and legible format, as well as clearly labelled keys.

43. WARRANTY PROVISIONS

- 43.1 All items installed by the *Contractor* under the *Call-up* shall be warranted to be free of defective *materials*, design or *Workmanship* for a minimum period of one (1) year, or such longer manufacturers warranty period or defect liability period as may apply.
- 43.2 The full cost of all warranty repairs, including travel and accommodation costs, shall be the responsibility of the *Contractor*.

44. DEFICIENT WORK

- 44.1 In the event that at any time during the course of the *Work* there are in *Crown Representative's* opinion deficiencies in either the quality of the *Work* done by the *Contractor* and/or the level of service provided by the *Contractor* and/or any other



area of performance by the *Contractor* of his obligations under the *SO* then the *Crown Representative* in its discretion may, in addition to and without prejudice to any other rights, powers and remedies conferred upon *Canada* by the *Call-up*, by notice in writing require the *Contractor* to meet with the *Crown Representative* to review such deficiencies, with a view to rectifying such deficiencies and the due performance and observance by the *Contractor* of his obligations under the *Call-up*.

- 44.2 In the event that the *Contractor* is issued with more than one notice per *Call-up* or a total of three (3) over the period of the *SO* under Clause 44.1 and has in the opinion of the *Crown Representative* failed to take appropriate steps to rectify the deficiencies, then the *Contractor* shall be deemed to have demonstrated an intention not to perform his obligations under the *Call-up* and *DCC* shall be notified and be at liberty to forthwith terminate the *Standing Offer* on the grounds specified in Clause 46.1.3 hereof.

45. INSOLVENCY OF CONTRACTOR

- 45.1 The *Crown* may at its sole discretion, by giving notice in writing to the *Contractor* in accordance with Clause 47, take all or any part of the *Work* out of the *Contractor's* hands, and may employ such means as it sees fit to have the *Work* completed if the *Contractor* has become insolvent or has committed an act of bankruptcy, and has neither made a proposal to its creditors nor filed a notice of intention to make such a proposal, pursuant to the Bankruptcy and Insolvency Act.
- 45.2 If the *Contractor* has become insolvent or has committed an act of bankruptcy, and has either made a proposal to its creditors or filed a notice of intention to make such a proposal, pursuant to the Bankruptcy and Insolvency Act, the *Contractor* shall immediately forward a copy of the proposal or the notice to *DCC*.
- 45.3 If the whole or any part of the *Work* is taken out of the *Contractor's* hands pursuant to Clause 45.1, the *Contractor* is liable to pay the *Crown*, upon demand, an amount that is equal to the amount of all loss and damage incurred or sustained by the *Crown* in respect of the *Contractor's* failure to complete the *Work*.
- 45.4 If the whole or any part of the *Work* that is taken out of the *Contractor's* hands pursuant to Clause 45.1 is completed by the *Crown*, the *Crown* shall determine the amount, if any, 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 the *Crown* for any other loss or damage incurred or sustained by reason of the *Contractor's* insolvency or bankruptcy.

46. DEFAULT

- 46.1 The *Crown* may, by notice in writing to the contractor, terminate the *SO* and any related *Call-ups* in the following eventualities:
- 46.1.1 If the contractor is in breach of any obligation under the *SO* and fails to rectify that breach within seven (7) calendar days of the service by the



Crown of a notice in writing specifying the breach and calling for its rectification.

46.1.2 If the contractor becomes insolvent or is made bankrupt or is wound up or has a provisional liquidator or receiver and/or manager appointed or enters into any composition with or scheme of arrangement for the benefit of creditors, or takes or permits to be taken any act or step towards any such eventuality.

46.1.3 If the contractor ceases to carry on business for any reason, or otherwise evidences an intention not to perform its obligations under the *SO*.

47. SUSPENSION OF WORK

47.1 The *Crown Representative* may, at its discretion and by notice in writing to the *Contractor*, suspend the *Work* in whole or in part if in the opinion of the *Crown* such suspension is necessary or desirable:

47.1.1 To avoid nuisance or inconvenience to any occupants, neighbours or other members of the public; or

47.1.2 For the protection or safety of any *person* or property; or

47.1.3 To avoid any economic loss or damages to the *Crown*; or

47.1.4 In the event the contractor does not meet its priority response time obligations or has excessive outstanding *Work*.

47.2 Suspended *Work* shall be recommenced by the *Contractor* as soon as is reasonably practicable after service of a notice in writing by the *Crown Representative* requiring commencement.

47.3 In the event that at any time during the period of operation of a *Call-up*, the *Crown Representative* issues to the *Contractor* either a notice requiring counselling pursuant to Clause 44.1 or a notice specifying a contractual breach and calling for its rectification pursuant to Clause 46.1.1 of these General Conditions, then the *Crown Representative* may in its absolute discretion suspend the issue of *Call-ups* to the *Contractor* for such period as the *Crown Representative* considers appropriate in the circumstances.

48. TERMINATION OF A CALL-UP

48.1 The *Crown* may, for its convenience, terminate a call-up as regards to all or any part of the *Work* not completed, at any time by giving a notice of termination in writing to the *Contractor*. The *Contractor* will comply with such notice immediately.

48.2 In the event that the *Crown* at any time terminates a call-up as a result of the *Contractor's* default or insolvency, the termination of such a call-up shall entitle the *Crown* in its absolute discretion to terminate any or all other contracts the contractor may have with the *Crown* (relating to *CFHA Work*) or remove the



Contractor from any other *SO*, and such termination(s) may be effected by notice in writing from the *Crown* to the *Contractor*.

- 48.3 In the event that the *Crown* terminates a call-up as a result of the *Contractor's* default, the *Contractor* may, depending on the timing of the declaration of default, either not be pre-qualified to bid on or not be awarded any *SO* at any Base/Wing for the next year's, or for any following years, Maintenance and Minor Improvement *Work* for *CFHA*, at the discretion of the *Crown*.
- 48.4 If a call-up is terminated pursuant to this clause, *Canada* shall pay the *Contractor* any amount that is lawfully due and payable to the *Contractor* as soon as is practicable under the circumstances.

49. CONTRACTOR PERFORMANCE EVALUATION SYSTEM

- 49.1 The *Work* contracted by *DCC* and *CFHA* will be evaluated on Quality of *Workmanship*, Time, Project Management, Contract Management, and Health and Safety. A completed CPERF (DCL 80) will be provided to the contractor at the end of each fiscal year as a minimum or as deemed necessary at the discretion of the *Crown Representative* in order to provide feedback/comments on the *Work* rendered.
- 49.2 The *SO* will be terminated and the contractor's bidding privilege suspended if:
- 49.2.1 a contractor receives an overall point rating of 25 or less; or
 - 49.2.2 receives a point rating of 5 or less in any category; or
 - 49.2.3 receives two overall point ratings of 26 to 50.
- 49.3 The CPERF (DCL 80) can be found on the Defence Construction Canada website at: http://www.DCC-cdc.gc.ca/english/contractors_consultants.html

50. NO ADVANCE PAYMENT FOR MATERIALS, PLANT AND EQUIPMENT

- 50.1 *Canada* shall not be obliged to make any advance payments for any *materials*, *plant* or equipment which is not built into, fixed, installed or otherwise incorporated into the *Work* in its final position in accordance with the *Call-up* unless provision to the contrary is made in the *Call-up*.
- 50.2 *Canada* shall not be obligated to make any payment to the *Contractor* for or on account of *materials*, *plant* and equipment unless and until the *Contractor* produces documentary evidence that such items are not subject to any unpaid vendor's lien or other charge and that they will on installation become the unencumbered property of *Canada*.



51. CALL-UP PRICE

- 51.1 The *Contractor* shall be paid in accordance with the *Contractor's* Tendered rates or on an hourly rate basis as set out in the Bid Documents, or in accordance with quotations where such are called for by the *Crown Representative*.
- 51.2 The tendered rates shall include the cost of all labour, *material*, fuel, *plant*, overhead, waste allowance and profit required for carrying out the *Work*. Where items covered under the *Schedule of unit rates* (SUR) are commonly available only in preset quantities or measurements, the contractor is to ensure that wastage / off-cuts are included in their tendered rates. All items / *materials* are to be installed in the largest quantity / pieces practicable and as per common trade practice.
- 51.3 Unforeseen items of *Work* arising during the term of the *SO* which are not in the Schedule of Unit Rate shall be done by hourly rates plus the applicable laid-down cost of *materials* with a 10% mark-up (applied to the *material* only). Laid-down cost is defined as: The cost incurred by a *Contractor* to acquire a specific product from a supplier for resale to *Canada*. This includes the supplier's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage, provincial sales tax but excludes the GST/HST. Mark-up is defined as: The difference between the contractors' laid-down cost for a product and its resale price to *Canada* exclusive of the Goods and Services Tax and/or the Harmonized Sales Tax. Mark-up includes applicable purchasing expense, internal handling and general and administrative expenses plus profit.
- 51.3.1 Where items are only available in preset quantities or measurements, the contractor will be paid the laid-down cost with a 10% mark-up of the *material* used only. Example: Pipe comes in 12-foot length and contractor uses only 6 feet. *Contractor* would get paid half of the laid-down cost of a 12-foot length. Supplier's invoice shall be presented upon request to the *Crown Representative*.
- 51.3.2 If the *materials* being used for time and *material Call-ups* are minor in nature (shop stock) then the contractor identifies his cost to supply. If an invoice is not available because the contractor purchased the *material* in the past and has been keeping it as a stock item, then the current local purchase price for the item would be acceptable. Supplier invoice will normally not be required for "shop stock" items such as nails, small quantities of lumber, glue, solder, touch up paint, plumbing washers, gaskets, etc.
- 51.4 Subject to 51.1 the *Contractor* shall be paid for each *Call-up* a minimum of fifty dollars (\$50) or the actual invoice amount if it exceeds the fifty-dollar minimum. This will be applied automatically by *CFHA* to the *Call-up* value at the time of issue. Should a change in the scope of the *Call-up* cause the value of the *Work* to exceed the minimum threshold of fifty dollars then the contractor shall be paid for the final value of the *Call-up*.



- 51.5 For *Work* performed under GC51.3, the contractor shall be paid a per *Call-up* minimum of fifty dollars (\$50) or, the actual invoice amount based on actual time and *material* used, or one (1) hour at the applicable hourly rate, whichever is the greater. This amount is to be paid only in connection with *Work* issued under GC 51.3 and is to be applied once only, per *Call-up*.

52. INCREASED OR DECREASED COSTS

- 52.1 The *Call-up* amount 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 Fair Wages and Hours of Labour, Labour Conditions.
- 52.2 Notwithstanding GC52.1, the *Call-up* amount shall be adjusted in the manner provided in GC52.3, 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
- 52.2.1 Occurs after the date of the submission by the *Contractor* of the *Contractor's* offer of service,
- 52.2.2 Applies to *material*, and
- 52.2.3 Affects the cost to the *Contractor* of that *material*.
- 52.3 If a change referred to in GC52.2 occurs, the *Call-up* amount 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 GC53 to be the increase or decrease in the cost incurred that is directly attributable to that change.
- 52.4 For the purpose of GC52.2, 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.

53. RECORDS TO BE KEPT BY CONTRACTOR

- 53.1 The *Contractor* shall
- 53.1.1 maintain full records of its estimated and actual cost of the *Work* together with all tender calls, quotations, contracts, correspondence, invoices,- receipts and vouchers relating thereto;
- 53.1.2 make all records and *material* referred to in GC53.1.1 available to audit and inspection by *DCC* and the Deputy Receiver General for *Canada*, when requested;
- 53.1.3 allow any of the *persons* referred to in GC53.1.2 to make copies of and to take extracts from any of the records and material referred to in GC53.1.1; and



53.1.4 furnish any *person* referred to in GC53.1.2 with any information that the *person* may require from time to time in connection with such records and *material*.

53.2 The records maintained by the *Contractor* pursuant to GC53.1.1 shall be kept intact by the *Contractor* for a period of two years after the expiration of the *Standing Offer* and any extensions thereof.

53.3 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 GC53.1 and GC53.2 as if they were the *Contractor*.

54. PERFORMANCE OF WORK UNDER DIRECTION OF CROWN REPRESENTATIVE

54.1 The *Contractor* shall

54.1.1 permit the *Crown Representative* to have access to the *Work* and its site at all times during the performance of a *Call-up*;

54.1.2 furnish the *Crown Representative* with such information respecting the performance of the *Call-up* as the *Crown Representative* may require; and

54.1.3 give the *Crown Representative* every possible assistance to enable the *Crown Representative* to carry out the *Crown Representative's* duty to see that the *Work* is performed in accordance with the *Call-up* and to carry out any other duties and exercise any powers specially imposed or conferred on the *Crown Representative* under the *SO* and *Call-ups*.

55. CONTRACTOR'S SUPERINTENDENT

55.1 The *Contractor* shall, forthwith upon the award of the *SO*, designate a superintendent.

55.2 A superintendent designated pursuant to 55.1 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 *SO* or *Call-ups*.

55.3 The *Contractor* shall, upon the request of the *Crown Representative*, remove any superintendent who, in the opinion of the *Crown Representative*, is incompetent or has been guilty of improper conduct, and shall forthwith designate another superintendent who is acceptable to the *Crown Representative*.

56. NON-DISCRIMINATION IN HIRING AND EMPLOYMENT OF LABOUR

56.1 For the purpose of this clause and without restricting the provision of clause 1.2.12, "*persons*" include the *Contractor*, its *subcontractors*, its sub-*subcontractors* and



their respective employees, agents, licensees or invitees, and any other individual granted access to the site of the *Work*.

56.2 Without restricting the provisions of clause 55.3, the *Contractor* shall not refuse to employ and will not discriminate in any manner against any *person* or *persons* because:

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

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

56.2.3 a complaint has been made or information given by or in respect of that *person* relating to an alleged failure by the *Contractor* to comply with clauses 56.2.1 and 56.2.2.

56.3 Without restricting the provisions of clause 55.3,

56.3.1 the *Contractor* shall, within two (2) *Working* days immediately following receipt of a written complaint alleging a breach of Section 09 of the Fair Wages and Hours of Labour - Labour Conditions (latest revision) at the site of the *Work* or a written complaint pursuant to clause 56.2,

56.3.1.1 cause to have issued a written direction to the *person* or *persons* named by the complainant to cease all actions that form the basis of the complaint; and

56.3.1.2 forward, by registered mail, a copy of the complaint to the *Crown Representative* and, when the Labour Conditions are applicable, one to HRSDC – Labour, to the attention of the appropriate Regional Director as described in the Fair Wages and Hours of Labour - Labour Conditions (latest revision);

For the purpose of this clause "HRSDC – Labour" means the Labour Component of Human Resources and Social Development Canada.

56.3.2 the *Contractor* shall,

56.3.2.1 within twenty four (24) hours immediately following receipt of a direction from the *Crown Representative* to do so, cause to have removed from the site of the *Work* any *person* or *persons* whom the *Crown Representative* believes is in breach of Section 09 of the Fair Wages and Hours of Labour - Labour Conditions (latest revision) or provision of clause 56.3 above; and

56.3.2.2 no later than thirty (30) days after receipt of the direction, take the necessary action to remedy the breach described in the direction;

56.3.3 if a direction is issued pursuant to clause 56.3.2, *Canada* may withhold from monies that are due and payable to the *Contractor* or set-off pursuant to



TP11, whichever is applicable, an amount representing the sum of the costs and payment referred to in clause 56.3.4 and 56.3.5 respectively;

56.3.4 if the *Contractor* fails to proceed in accordance with clause 56.3.2.2, the *Crown Representative* shall take the necessary action to:

56.3.4.1 have the breach remedied; and

56.3.4.2 determine all supplementary costs incurred by *Canada*;

56.3.5 *Canada* may make a payment directly to the complainant from monies that are due and payable to the *Contractor* upon receipt from the complainant of:

56.3.5.1 a written award issued pursuant to the federal Commercial Arbitration Act, R.S., 1985, c. C-34.6; or

56.3.5.2 a written award issued pursuant to the Canadian Human Rights Act, RS. 1985, c. H-6; or

56.3.5.3 a written award issued pursuant to provincial or territorial human rights legislation; or

56.3.5.4 a judgment issued by a court of competent jurisdiction.

56.3.6 if *DCC* is of the opinion that the *Contractor* has breached any of the provisions of clause 56, *DCC* may take the *Work* out of the *Contractor's* hands pursuant to Supplementary Conditions DCL244H, item 3.2.

56.3.7 the *Contractor* shall ensure that the provisions of this General Condition are included in all contracts issued as a consequence of this *Work*.

57. CLAIMS AGAINST AND OBLIGATIONS OF THE CONTRACTOR OR SUBCONTRACTOR

57.1 *Canada* may, in order to discharge lawful obligations of and satisfy claims against the *Contractor* or a *subcontractor* arising out of the performance of a *Call-up*, pay any amount that is due and payable to the *Contractor* pursuant to the *Call-up* directly to the oblige(s) of and the claimant(s) against the *Contractor* or the *subcontractor* but such amount if any, as is paid by *Canada* 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;

57.2 *Canada* will not make any payment as described in clause 57.1 unless and until that claimant shall have delivered to *Canada*:



57.2.1 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

57.2.2 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

57.2.3 the consent of the *Contractor* authorizing a payment.

For the purposes of determining the entitlement of a claimant pursuant to clause 57.2.1 and 57.2.2, the notice required by clause 57.8 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.

57.3 The *Contractor* shall, by the execution of *Call-ups* under this *SO*, 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 clause 57.1 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.

57.4 A payment made pursuant to clause 57.1 is, to the extent of the payment, a discharge of *Canada's* liability to the *Contractor* under the *Call-up* and may be deducted from any amount payable to the *Contractor* under the *SO*.

57.5 To the extent that the circumstances of the *Work* being performed for *Canada* 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.

57.6 The *Contractor* shall discharge all the *Contractor's* lawful obligations and shall satisfy all lawful claims against the *Contractor* arising out of the performance of the *Work* at least as often as the *SO* requires *Canada* to pay the *Contractor*.



- 57.7 The *Contractor* shall, whenever requested to do so by the *Crown Representative*, make a statutory declaration deposing to the existence and condition of any obligations and claims referred to in clause 57.6.
- 57.8 Clause 57.1 shall only apply to claims and obligations
- 57.8.1 the notification of which has been received by the *Crown Representative* in writing before payment is made to the *Contractor* pursuant to TP4.5 and within 120 days of the date on which the claimant
- 57.8.1.1 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
- 57.8.1.2 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 clause 57.8.1.1, and
- 57.8.2 the proceedings to determine the right to payment of which, pursuant to clause 57.2, shall have commenced within one year from the date that the notice referred to in clause 57.8.1 was received by the *Crown Representative*, and the notification required by clause 57.8.1 shall set forth the amount claimed to be owing and the *person* who by contract is primarily liable.
- 57.9 *Canada* may, upon receipt of a notice of claim under clause 57.8.1, withhold from any amount that is due and payable to the *Contractor* pursuant to the *SO* the full amount of the claim or any portion thereof.
- 57.10 The *Crown Representative* shall notify the *Contractor* in writing of receipt of any claim referred to in clause 57.8.1 and of the intention of *Canada* to withhold funds pursuant to clause 57.9 and the *Contractor* may, at any time thereafter and until payment is made to the claimant, be entitled to post, with *Canada*, security in a form acceptable to *Canada* in an amount equal to the value of the claim, the notice of which is received by the *Crown Representative* and upon receipt of such security *Canada* shall release to the *Contractor* any funds which would be otherwise payable to the *Contractor*, that were withheld pursuant to the provisions of clause 57.9 in respect of the claim of any claimant for whom the security stands.

58. ADDITIONS OR AMENDMENTS TO SCHEDULE OF UNIT RATES

- 58.1 Where a *Schedule of unit rates* (SUR) applies to a *Call-up* or a part thereof the *Crown Representative* and the *Contractor* may, by an agreement in writing, add or delete items from the *Schedule of unit rates*.



- 58.2 If the *Crown Representative* and the *Contractor* do not agree as contemplated in clause 58.1, then the *Crown Representative* may establish a new rate based on local market conditions including the required administrative and overhead charges.

59. SAFETY REQUIREMENTS

- 59.1 The *Workplace* safety requirements for the *Work* tasked through the *specifications* and accompanying SUR's are supplemented by and shall be read in conjunction with the formal Safety Requirements - Section 017003, which have been appended as Annex C to the *specifications*.
- 59.2 All Contractors are to adhere to applicable provincial regulations and related precautions associated with drywall compound containing asbestos. Contractors will be specifically advised by the *Crown's Representative*, prior to the commencement of *Work* on each *Work order*, of all known hazardous *materials* and/or contaminated site conditions, and other areas or *materials* that may be reasonably suspected of containing hazardous *materials* and/or contaminated site conditions.

60. EMERGENCY SERVICE

- 60.1 Emergency service shall be provided within one hour of notification of a requirement. Where emergency work is undertaken during normal working hours, the Schedules of Unit Rates or price quotations that may be specified in the Offer of Services Form will apply. For emergency work undertaken outside normal working hours, the work should be made safe or serviceable at the after hours hourly rate plus the cost of materials which will be paid at invoiced cost with a mark-up of 10%. Any follow up work required shall be completed during normal hours using the Schedule of Unit Rates or price quotations where work is not covered by the Schedule of Unit Rates.
- 60.2 Emergency work that was started during normal hours and extends past the normal working hours as defined in the General Conditions will be treated as after working hours work. This excludes work done by choice of the contractor outside normal working hours.
- 60.3 As there is a requirement for emergency after hours work for the following trades: (Appliances, Carpentry, Electrical, Heating and Air Conditioning, Plumbing, and Roofing), Contractors in the nominated trade categories shall maintain a continuous emergency service capable of 24/7 response for the full duration of the SO, including all statutory and/or provincial/territorial holidays and/or construction holiday periods. Additionally, contractors shall register with the CFHA Representative full details of all acceptable means of emergency communication.
- 60.4 Contractors shall acknowledge Emergency After Hours Response Service (EAHRS) calls from CFHA's service provider within thirty (30) minutes and subsequently contact the occupant / customer to obtain further details on the emergency. Contractors will advise EAHRs if they do not consider the matter to be an emergency. In these cases, EAHRs will contact CFHA personnel for a decision on whether the contractor should proceed or not.



- 60.5 NOTE: CFHA considers the appropriate contractor after hour's response is to render the situation safe, secure and / or healthy. A response may also be necessary to avoid significant loss or damage to property (for example, burst water pipes, loss of heat, etc.).
- 60.6 For Emergency After Hours Terms of Payment, refer to Terms of Payment Form DCL25H Clause TP9.



TERMS OF PAYMENT

Item	Page	Heading
TP1	1	Amount Payable – General
TP2	1	Amounts Payable to the Contractor
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TP5	3	Report and Payment There under not Binding on Her Majesty
TP6	3	Delay in Making Payment
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TERMS OF PAYMENT

TP1 AMOUNT PAYABLE – GENERAL

1.1 Subject to any other provisions of the Standing Offer (SO), 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 the Contractor 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 total amount of the Call-up, 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, if any, that the Contractor is liable to pay Her Majesty pursuant to the SO.

3.2 When making any payment 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 CFHA Representative;

4.1.2 an amount is "due and payable" when it is due and payable by Her Majesty to the Contractor according to TP4.5;

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;

4.1.5 The "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which it makes short term advances to members of the Canadian Payments Association.



TERMS OF PAYMENT

- 4.1.6 The "Average Bank Rate" means the simple arithmetic mean of the Bank Rate in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made.
- 4.2 The Contractor shall, seven (7) working days after the work as described in a Call-up being completed, deliver to the CFHA Representative a written claim that fully describes any part of the work that has been completed. Claims shall be submitted on invoices provided to the Contractor by the CFHA Representative. Claims for work completed after regular hours shall be submitted as per TP 9.
- 4.3 The CFHA Representative will, not later than ten (10) working days after receipt of a claim referred to in TP4.2,
- 4.3.1 inspect the part of the work described in the claim, and
- 4.3.2 inform the Contractor of the value of the work described in the claim that, in the opinion of the CFHA Representative,
- 4.3.2.1 is in accordance with the Call-up, and
- 4.3.2.2 was not included in any other claim relating to the Call-up.
- 4.4 Subject to TP1 and TP4.5 Her Majesty shall pay the Contractor an amount that is equal to 100% of the value determined in TP4.3.2.
- 4.5 Her Majesty shall pay the amount referred to in TP4.4, 30 calendar days after the receipt by the CFHA Representative of a claim referred to in TP4.2.
- TP5 REPORT AND PAYMENT THEREUNDER NOT BINDING ON HER MAJESTY
- 5.1 Neither a 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 call-up.
- TP6 DELAY IN MAKING PAYMENT
- 6.1 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 SO by Her Majesty.
- 6.2 Her Majesty shall pay to the Contractor simple interest at the Average Bank Rate plus 3% per year on any amount, which is overdue pursuant to TP4.1.3. The interest shall apply and include from the day such amount became overdue until the day prior to the date of the payment.
- TP7 PAYMENT IN EVENT OF TERMINATION
- 7.1 If any call-up is terminated pursuant to GC 48, 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.



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TP8 INTEREST ON SETTLED CLAIMS

- 8.1 Her Majesty shall pay to the Contractor simple interest on the amount of a settled claim at the Average Bank Rate plus 3% per year from the date the settled claim was outstanding until the day prior to the date of payment.
- 8.2 For the purposes of TP8.1:
- 8.2.1 a claim is deemed to have been settled when an agreement in writing is signed by the CFHA Representative and the Contractor setting out the amount of the claim to be paid by Her Majesty and the items of work for which the said amount is to be paid;
- 8.2.2 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;
- 8.2.3 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 Call-up had it not been disputed.
- 8.3 For the purposes of TP8 a claim means a disputed amount subject to negotiation between Her Majesty and the Contractor under a Call-up.

TP9 CLAIMS FOR AFTER HOURS WORK

- 9.1 Where the Contractor is expressly directed to carry out emergency work outside the normal working day, i.e. Saturday, Sunday or statutory holidays, then payment shall be made at the after hours hourly rates multiplied by the number of hours worked. The after hours hourly rates will be calculated at 1.5 times the regular hourly rate indicated on the Offer of Service Form. Hours worked include not only actual time spent at the work site but also reasonable traveling time from and to the contractor's business address, rounded up to the next hour. Materials used will be paid at laid-down cost plus a 10% mark-up.
- 9.2 When using hourly rates and where the Contractor begins work within the normal work day and continues until after 5pm, he will be paid the normal work hourly rate until 5pm and the after hours hourly rate after 5pm. Hours worked include not only actual time spent at the work site but also reasonable traveling time back to the contractor's business address, rounded up to the next hour. Materials used will be paid at laid-down cost plus a 10% mark-up.
- 9.3 Where the Contractor begins work on a Priority 1 Work Order with SUR codes within the normal work day and continues until after 5pm, he will be paid the value of the SUR code(s) plus their % bid, plus the time spent after 5pm at the after hours hourly rate. Hours worked include not only actual time spent at the work site but also reasonable traveling time back to the contractor's business address, rounded up to the next hour. Materials used in addition to those that may be included in the SUR Code price will be paid at laid-down cost plus a 10% mark-up.



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- 9.4 The Contractor shall submit an invoice in the form shown below for each after hours call out no later than 7 days following the call out. Invoices shall relate to one individual call out and shall cover the whole of the work.

SAMPLE INVOICE FOR AFTER HOURS EMERGENCY WORK

1. Work completed – Provide details
2. Hours Worked x Normal Hours Hourly Rate
3. Hours Worked x After Hours Hourly Rate
4. Materials Used (See example below) (Provide receipts)

Item	Unit Price	Quantity	Sub-Total	Mark-up	Total
Pipe fittings	\$5.00	2	\$10.00	\$1.00	\$11.00

TP10 GOVERNMENT SERVICE CONTRACT PAYMENTS

- 10.1 Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip. To enable departments and agencies to comply with this requirement, the Contractor is required to provide the following information to CFHA prior to or with their first claim:

10.1.1 the legal name of the entity or individual, as applicable, i.e. the name associated with the Business Number (BN), as well as the address and the postal code;

10.1.2 the status of the Contractor, i.e. sole proprietorship, partnership, or corporation;

10.1.3 for sole proprietorships, partnerships and corporations, the BN, or if this is not available, the GST/HST number; and,

10.1.4 the following certification signed by the Contractor or an authorized officer:

"I certify that I have examined the information provided above, including the legal name, address, and Canada Customs and Revenue Agency identifier, (c) or (d) as applicable, and that it is correct and complete, and fully discloses the identification of this Contractor."

- 10.2 The information is to be forwarded to the local CFHA Representative.

TP11 RIGHT OF SET-OFF

- 11.1 Without limiting any right of set-off or deduction given or implied by law or elsewhere in this SO, Her Majesty may set off any amount payable to Her Majesty by the



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- Contractor under any Call-ups or under any current contract against any amount payable to the Contractor under this Call-up.
- 11.2 For the purposes of TP11.1, "current contract" means a contract between Her Majesty and the Contractor:
- 11.2.1 under which the Contractor has an undischarged obligation to perform or supply work, labour or material, or
 - 11.2.2 in respect of which Her Majesty has, since the date on which the Contract was awarded, exercised any right to take the work that is the subject of the contract out of the Contractor's hands.
- TP12 CLAIMS AGAINST AND OBLIGATIONS OF THE CONTRACTOR AND/OR SUBCONTRACTOR
- 12.1 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 Call-ups under this SO, pay any amount that is due and payable to the Contractor pursuant to Call-ups directly to the obligee 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;
- 12.2 Her Majesty will not make any payment as described in TP12.1 unless and until that claimant shall have delivered to Her Majesty:
- 12.2.1 a binding and enforceable Judgement 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
 - 12.2.2 a final and enforceable award of an arbitrator setting forth such amounts 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
 - 12.2.3 the consent of the Contractor authorizing a payment.

For the purposes of determining the entitlement of a claimant pursuant to TP12.2.1 and TP12.2.2, the notice required by 12.8 shall be deemed to replace the registration or provision of notice after the performance of work as required by an applicable



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- legislation and no claim shall be deemed to have expired, become void or enforceable by reason of the claimant not commencing any action within the time prescribed by any applicable legislation.
- 12.3 The contractor shall be liable to pay Her Majesty, upon demand, all administrative expenses incurred by Her Majesty for payments made to TP12.1.
- 12.4 The Contractor shall, by the execution of Call-ups under this SO, 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 TP12.1 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.
- 12.5 A payment made pursuant to TP12.1 is, to the extent of the payment, a discharge of Her Majesty's liability to the Contractor under the Call-up and may be deducted from any amount so payable to the Contractor.
- 12.6 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.
- 12.7 The Contractor shall discharge all his lawful obligations and shall satisfy all lawful claims against him arising out of the performance of the work at least as often as the SO requires Her Majesty to pay the Contractor.
- 12.8 The Contractor shall, whenever requested to do so by the CFHA Representative, make a statutory declaration deposing to the existence and condition of any obligations and claims referred to in TP12.6.
- 12.9 TP12.1 shall only apply to claims and obligations where:
- 12.9.1 the notification of which has been received by the CFHA Representative in writing before payment is made to the Contractor within 120 days of the date on which the claimant:
 - 12.9.1.1 should have been paid in full under the claimant's contract with the Contractor or subcontractor where the claim is for money that was lawfully required to be held back from the claimant; or
 - 12.9.1.2 performed the last of the services, work or labour, or furnished the last of the material pursuant of the claimant's contract with



TERMS OF PAYMENT

the Contractor or subcontractor where the claim is not for money referred to in 12.9.1.1, and

- 12.9.2 the proceedings to determine the right to payment of which, pursuant to TP12.2, shall have commenced within one year from the date that the notice referred to in TP12.9.1 was received by the CFHA Representative, and the notification required by TP12.9.1 shall set forth the amount claimed to be owing and the person who by contract is primarily liable.
- 12.10 Her Majesty may, upon receipt of a notice of claim under TP12.9.1, withhold from any amount that is due and payable to the Contractor pursuant to Call-ups under the SO the full amount of the claim or any portion thereof.
- 12.11 Her Majesty shall notify the Contractor in writing of receipt of any claim referred to in TP12.9.1 and of the intention of Her Majesty to withhold funds pursuant to TP12.10. 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 CFHA 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 TP12.10 in respect of the claim of any claimant for whom the security stands.



INSURANCE CONDITIONS

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INSURANCE CONDITIONS

Except as otherwise directed by Amendment to the Bid Documents, the Contractor shall, at the Contractor's expense, maintain all insurance required of these Insurance Conditions.

1. INDEMNIFICATION

- 1.1 The insurance coverage required by the provisions of these Insurance Conditions shall in no way limit the Contractor's obligations under GC6 of the General Conditions of the Standing Offer (SO). Any additional coverage the Contractor may deem necessary to fulfill the Contractor's obligations under the aforesaid GC6 shall be at the Contractor's own discretion and expense.
- 1.2 These Insurance Conditions shall also apply to subcontractors used for part or parts of the work.

2. INSURED

- 2.1 Each insurance policy shall insure the Contractor, and shall include as an Additional Insured, Canadian Forces Housing Agency (CFHA) and Defence Construction (1951) Limited (DCC).

3. PERIOD OF INSURANCE

- 3.1 Unless otherwise directed in writing by DCC, the policies required hereunder shall be effective from the start of the SO and shall be maintained uninterrupted for the duration of the SO. Proof of coverage will be validated for each consecutive year that this mandate is extended.

4. PROOF OF INSURANCE

- 4.1 Immediately following notification that a Standing Offer has been put in place and preceding the start of any on-site work, the Contractor shall have his/her insurance broker or agency provide written confirmation (letter, telegram, fax etc.) as directed by DCC.
- 4.2 Within thirty (30) days after a Standing Offer has been put in place, the Contractor may be required to deposit with DCC a Certificate of Insurance Form DCL232 of all contracts of insurance maintained by the Contractor pursuant to the requirements of these Insurance Conditions.

Note that the Certificate of Insurance must be completed by the Insurer, not the Broker.

5. NOTIFICATION

- 5.1 Each insurance policy shall contain a provision that thirty (30) days prior written notice shall be given by the Insurer to DCC, in the event of any material change in, cancellation of, expiration of coverage, or amendment restricting coverage specific to this contract.



INSURANCE CONDITIONS

6. PAYMENT OF DEDUCTIBLE

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

7. COMMERCIAL GENERAL LIABILITY

- 7.1 The policy shall be written on a form similar to that known and referred to as IBC 2100, the Commercial General Liability Policy.
- 7.2 This policy shall provide for limits of liability of not less than \$5,000,000.00 inclusive, for Bodily Injury and Property Damage for any one occurrence or series of occurrences arising out of one cause and not less than \$5,000,000.00 for personal injury.
- 7.3 The policy shall include but not necessarily be limited to the following coverage's:
- 7.3.1 All premises, property and operations necessary or incidental to the performance of any work arising out of the Standing Offer.
 - 7.3.2 Personal Injury.
 - 7.3.3 Bodily Injury and Property Damage on an "occurrence" basis.
 - 7.3.4 Broad Form" Property Damage including the loss of use of property.
 - 7.3.5 Removal or weakening of support of any property, building or land whether such support be natural or otherwise.
 - 7.3.6 Elevators, including escalators, hoists, and similar devices.
 - 7.3.7 Contingent Employer's Liability.
 - 7.3.8 Owner's and Contractor's Protective Liabilities.
 - 7.3.9 Contractual and Assumed Liabilities under this contract.
 - 7.3.10 Completed Operations and Products Liability.
 - 7.3.11 Cross Liability – The insurance as is afforded by this policy shall apply in respect to any claim or action brought against any one Insured by any other Insured. The coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each Insured. The inclusion herein of more than one Insured shall not operate to increase the limit of the Insurer's Liability.



INSURANCE CONDITIONS

- 7.4 The policy shall be endorsed to include the following exposures or hazards if the work is subject thereto:
- 7.4.1 Blasting
 - 7.4.2 pile driving and caisson work
 - 7.4.3 underpinning
 - 7.4.4 risks associated with the activities of the Contractor on an active airport
 - 7.4.5 demolition
 - 7.4.6 marine risks including piers, wharves and docks
 - 7.4.7 radioactive contamination resulting from the use of commercial isotopes
- 7.5 The policy shall be issued with a deductible amount of not more than \$5,000.00 per occurrence applying to the Property Damage claims only.
- 8. ASBESTOS ABATEMENT AND ENVIRONMENTAL IMPAIRMENT LIABILITY INSURANCE**
- 8.1 Contractor, or Subcontractor when applicable, shall provide Asbestos Abatement and Environmental Impairment Liability insurance with limits of no less than \$5,000,000.00 per occurrence. Such insurance shall include all operations associated with hazardous materials removal and shall be written on an occurrence basis form. A “claims made” policy is not acceptable.
- 8.2 Asbestos abatement coverage may alternatively be provided under the Commercial General Liability insurance specified in Section 7 provided the policy is specifically endorsed to provide this coverage and the limit of liability is in an amount not less than \$5,000,000.00 inclusive per occurrence.



DEFENCE CONSTRUCTION (1951) LIMITED

INSURER'S CERTIFICATE OF INSURANCE

(To be signed by Insurer (not broker) and delivered to Defence Construction (1951) Limited within thirty (30) days following acceptance of Tender)

CONTRACT

Description of Work	Contract No.	Award Date
Location		

INSURER

Name
Address

BROKER

Name
Address

INSURED

Name of Contractor
Address

ADDITIONAL INSURED

Canada as represented by Defence Construction (1951) Limited
Address

This document certifies that the following policies of insurance are at present in force covering all operations of the Insured, in connection with the contract made between the Insured and Defence Construction (1951) Limited and in accordance with the Insurance Conditions.

Policy				Limits of Liability	Deductible
Type	Number	Inception Date yyyy/mm/dd	Expiry Date yyyy/mm/dd		
Commercial General Liability					
Builders' Risk "All Risks"					
Installation Floater "All Risks"					

Warranties, endorsements, exclusions:(List only those that deviate substantially from standard IBC 2100, 4042 and 4047 forms)

The Insurer agrees to notify Defence Construction (1951) Limited in writing thirty (30) days prior to any material change in, cancellation of, or amendment restricting coverage specific to this contract.

Name of Insurer's Officer or Authorized Employee	Signature	Date (yyyy/mm/dd)
		Telephone Number

Issuance of this Certificate shall not limit or restrict the right of Defence Construction (1951) Limited to request at any time duplicate certified copies of said Insurance policies.



ANNEX 'A' GLOSSARY OF TERMS

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1. The following is an explanation of some of the action words used in the Schedule of Unit Rates (SUR). Note that some definitions are trade specific.
 - a. Asbestos – Asbestos is the generic name of a variety of fibrous minerals found naturally in rock formations. Asbestos fibres are strong, durable and non-combustible and are used by industry in construction and friction materials. Commercial asbestos fibres are divided into two broad mineralogical groups: serpentine (chrysotile) and amphibole (tremolite, actinolite and others).
 - b. Coordination – When the coordination required is considered by the CFHA Representative to be extensive enough to warrant subsidization, the coordination Line Item (i.e.: CP 1001 – Coordination of multi-trade, multi-contractor tasks, per residence, per day of project activity - \$30.00) covers the cost of the primary Contractor coordinating the work of the other Contractors in a multi-trade/multi-Contractor task. This does not apply where one Contractor is handling all the work involved. This Line Item is designed to be used when the designated Contractor carries out some of the work normally handled by CFHA Representatives. The work may include:
 - (1) Determining sequence of work in consultation with CFHA Representative;
 - (2) Ensuring other Contractors are briefed on the scope of work, timing, etc.;
 - (3) Managing both sequential and concurrent phases of the work;
 - (4) Monitoring the work and keeping the HMO updated;
 - (5) Ensuring that work is/has been done in accordance with the statement of work; and
 - (6) Handling the hand-over of the terminated project to the HMO.
 - (7) This Line Item will only be used once per day of project activity.
 - c. Contaminated Site – A site at which substances occur at concentrations above background levels and pose, or (1) are likely to pose, an immediate or long-term hazard to human health or the environment or (2) exceed levels specified in policies and regulations. Background levels refer to the ambient levels of a contaminant in the local area of the site.
 - d. Energy Star – The international symbol identifies products that are among the most energy-efficient on the market. Only manufacturers and retailers whose products meet the ENERGY STAR[®] criteria can label their products with this symbol.
 - e. Environmental Choice Program – The Government of Canada established the EcoLogo^M label under the Environmental Choice program. EcoLogo^M is a recognized



ANNEX 'A'

GLOSSARY OF TERMS

2007-07-11

- multi-attribute environmental certification mark, which establishes environmental criteria and certifies sustainable products.
- f. Garbage clean up, heavy - Signifies collecting, removing and disposing off site, heavier debris such as tree branches, palettes, large furniture etc.
 - g. Garbage clean up, light - Signifies collecting, removing and disposing off site, debris such as newspapers, pop cans, wrappers, light furniture or any debris that has been distributed by animals breaking into garbage containers/bags.
 - h. Halocarbons – Halocarbons are synthetic chemical compounds that consist of halogenated bromine, chlorine and fluorine combined with carbon. They are used as refrigerants in air-conditioning, refrigeration and fire-extinguishing systems. These compounds contribute to the depletion of the stratospheric ozone layer and to global warming. Halocarbons are commonly known as Ozone Depleting Substances (ODS).
 - i. Hazardous Building Material – Refers to any material, substance or product used in the construction of a building, or the equipment/products contained within a building, that contains prohibited levels of “hazardous materials” as described in Schedule 1 “List of Toxic Substances” under the *Canadian Environmental Protection Act*. Also refers to any building materials that contain prohibited levels of biological or chemical agents named or described in any applicable Provincial Acts and/or Regulations as a hazardous material or designated substance. Examples of hazardous building materials asbestos-containing drywall joint compound, asbestos-containing cement siding shingles, mercury-containing thermostats, etc.
 - j. Hazardous Material Disposal – Requires the application of Provincially regulated handling, transportation and disposal procedures. All materials that are considered hazardous by Federal and/or Provincial jurisdictions in which the work is being undertaken must be handled, transported and disposed in accordance with Provincial regulations.
 - k. Inspect and Report – This code is used where a problem is reported but the cause is unclear. The Contractor is to inspect the problem as directed. The following applies:
 - (1) If the problem can be fixed on the spot, the Contractor will be paid either for the work performed or the “Inspect and Report” fee, whichever is greater.



ANNEX 'A' GLOSSARY OF TERMS

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- (i) If the work required is under \$50, the Contractor does the work, varies the “Inspect and Report” Work Order and charges either for the work done or the Inspect and Report fee, whichever is greater;
 - (ii) If the work required is over \$50, the Contractor must call the HMO for permission to proceed and, if given permission, the Contractor is to obtain an “Instruction to Contractor” (ITC) number, complete the work and vary the Work Order accordingly;
- 2. If the problem cannot be solved on the spot the Contractor is to submit a report (hand written is acceptable) within the time specified on the Work Order. The report shall state the work required to correct the problem, including applicable SUR Line Items, quantity of items and the location of the problem. In the cases where a written report is submitted, the contractor will be paid for the “Inspect and Report” Work Order. Leaving the site to obtain materials, tools, etc. does not constitute a legitimate reason for a written report.
 - l. Install - Item to be supplied by others, but installed by Contractor.
 - m. Pick-up, Deliver and Install. This applies to items that are already on site but have to be picked-up and installed. Removal, if required, will be done separately.
 - n. Polychlorinated biphenyls – Polychlorinated biphenyls (PCBs) are synthetic compounds that contain chlorine and can occur in different chemical configurations. PCBs are stable at high temperatures and were used extensively in industry as electric insulators, lubricants, hydraulic fluids, flame-retardants, ink solvents and waterproofing materials. PCB manufacture and processing was stopped in North America in 1979 because of concerns for the environment and human health.
 - o. Preparation. Includes all cleaning, scraping, sanding, patching and spot priming required to produce good base surface for paint application.
 - 1. Light preparation: Includes all light sanding, nail hole patching, and minimal spot priming necessary to produce adequate base for paint application (includes caulking seams where gaps exist at baseboard at wall, stairs, ceiling, removal of nails, staples, tacks, curtain rods and accessories, etc.).



ANNEX 'A' GLOSSARY OF TERMS

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2. Medium preparation: includes everything in light preparation in addition to hole patching and sanding up to 150 cm², spot priming of patched areas, and scraping and filling of wood trim to produce adequate base for paint application.
 3. Heavy preparation: includes everything in medium preparation in addition to large hole patching up to 350 cm², spot priming, heavy sanding/scraping of all surfaces to produce adequate base for paint application.
- p. Refinish - This item shall be prepared by filling, sanding, buffing or screening etc., to properly accept a finish.
- q. Relocate Animal/pest is to be relocated in accordance with good trade practises.
- r. Remove - In most cases as directed by the CFHA Representative it could require the Contractor to remove the item and leave on site or deliver to a specific location.
- s. Remove and Dispose - The item is to be removed and disposed. It does not include installation of a new item
- t. Remove and Reinstall - The Contractor is to remove the item to facilitate other work, store it on site and reinstall it after the associated work is complete. (This includes all associated work, fasteners and fittings required to remove and reinstall the item.)
- u. Remove, Refit, Rework, etc. - The item is to be removed, necessary work carried out and then re-installed.
- v. Replace - Includes all associated materials and activities such as inspection, sizing and related modifications, removal and disposal of old items, supply and installation of replacement items, etc.
- w. Silica – Crystalline silica, or silicon dioxide, is the basic component of sand, quartz, granite, sandstone, flint, slate, and limestone. Silica can be found in concrete, cement, mortar, asphalt, and brick. There are adverse health effects, including silicosis, associated with inhalation of tiny silica particles. Workers can be exposed to silica-containing dust while loading, dumping, hauling, drilling, and crushing rocks, cutting, grinding or chipping stone, and while demolishing concrete or masonry structures.



ANNEX 'A' GLOSSARY OF TERMS

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- x. Spill – The intentional or unintentional abandonment, deposit, discharge, dump, emission, empty, exhaust, throw, inject, leak, pour, place, release, seep, or spray of materials into the environment. As a minimum, the following spills must be reported:
- 1) A spill of halocarbons greater than 10 kilograms;
 - 2) Any halon spill regardless of size of source;
 - 3) Petroleum oil and lubricant spills greater than 50 litres;
 - 4) Hazardous Material spills that meet or exceed the quantities or levels for reporting specified in the Table in Part 8.1 of the *Transportation of Dangerous Goods Regulations*;
 - 5) Untreated or partially treated discharges from sewage treatment plants, storm sewers or sanitary sewers;
 - 6) A spill that may migrate or is likely to migrate beyond DND property boundaries;
 - 7) A spill that is defined by any federal legislation;
 - 8) A spill that may cause or is likely to cause injury or damage to property, or to plant or animal life; or
 - 9) a spill that may result or is likely to result in media or public involvement.
- y. Supply and Install - An item is to be supplied and installed as directed. No removal is included. Removal, if required, will be done separately.
- z. Sustainable Development Strategy – The *Auditor General Act* was amended in 1995 to strengthen the federal government’s performance in protecting the environment and promoting sustainable development. The amendments established a requirement for federal departments and agencies to prepare and table sustainable development strategies (SDS) in the House of Commons and to update their strategy every three years. The SDS are a series of goals, objectives, targets and actions that are used to assess and improve environmental stewardship.
- aa. Total Incl. O & P – Signifies total including Labour, Materials, Plant, Overhead and Profit.
- bb. Treat – Signifies that the contractor shall apply industry standard means of removal, prevention and application of products that eliminate re-entry of insects in accordance with health and safety regulations applying to pest control products and their use.



ANNEX 'A' GLOSSARY OF TERMS

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- cc. Unit - Signifies Unit of Measure.
- dd. Urea Formaldehyde Foam Insulation – Urea Formaldehyde Foam Insulation (UFFI) is a mixture of urea-formaldehyde resin, a foaming agent, and compressed air. During the 1970s UFFI became an important insulating product for new and existing houses. However, it was believed that the installation of UFFI may have contributed to higher concentrations of formaldehyde in indoor air. As a result UFFI was banned in Canada in 1980.
- ee. Volatile Organic Compounds – Volatile organic compounds (VOCs) are emitted as gases from certain solids or liquids. VOCs include a variety of chemicals, some of which may have short- and long-term adverse health effects. VOCs are emitted by a wide array of products. Examples include: paints and lacquers, paint strippers, cleaning supplies, pesticides, building materials and furnishings as well as glues and adhesives.
2. The following is an explanation of the abbreviations used in the Schedule of Unit Rates (SUR). Note: Some abbreviations are trade specific.
- a. Ea. Signifies each
 - b. Hr. Signifies hour
 - c. Lm. Signifies lineal metre
 - d. Kg – signifies kilogram
 - e. M. Signifies metre
 - f. M². Signifies square metre
 - g. M³ – signifies metre cubed
 - h. M²/L. Signifies square metre per litre
 - i. O/C.- signifies on centre
 - j. Pr. – signifies pair
 - k. Vm-signifies vertical metre

ANNEX 'B'

CUSTOMER CARE REQUIREMENTS

2007-07-11

1. General

These requirements only pertain to the work associated with cyclical and package maintenance work as identified by CFHA Site.

2. Description of work

- 2.1. Special requirements when dealing with or when in contact with the unit occupant on Canadian Forces Housing Agency projects.

3. Appointments

- 3.1 Contact and arrange an appointment with the occupant a minimum of twenty-four (24) hours prior to commencement of any work on their Department of National Defence (DND) Housing Unit.
- 3.2 Should the occupant not be able to attend to any appointments the Contractor is to leave a business Card or other suitable notice on which identifies where the occupant can contact them to arrange for a more suitable meeting place and time. The Contractor shall inform the CFHA representative that a first attempt to schedule an appointment was made.
- 3.3 Should the occupant not attend to the second appointment, the Contractor is to immediately inform the CFHA Representative.

4. Discussions with the Occupant

- 4.1 Maintain courteous discussions with occupant at all times.
- 4.2 Inform occupant prior to the commencement of any work:
 - 4.2.1 What work needs to be done;
 - 4.2.2 How the work will be done;
 - 4.2.3 Who will be involved in the performance of the work;
 - 4.2.4 How long the work will take to be completed;
 - 4.2.5 What degree of inconvenience that there might be to the occupant,

ANNEX 'B' CUSTOMER CARE REQUIREMENTS

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- 4.2.6 How the occupant premises will be kept secure during construction and how the customer-/occupant will be reimbursed by the Contractor for any damages to their personal property that may occur as a result of the performance of the maintenance/construction work;
- 4.2.7 What safety measures and other protections are being implemented to protect the occupant and family members;
- 4.2.8 What the daily clean up schedule will be during the performance of the work;
- 4.2.9 Contractors are to refrain from disclosing any information relating to **potential** future improvements for the particular DND Housing Unit.

5. Contractors Duties, Observations and Opinions

- 5.1 The Contractor is to only perform the work of this contract and is not to undertake any work for the occupant while this contract is in effect. Occupant concerns or questions regarding the scope or nature of the work should be directed to the CFHA Representative.
- 5.2 Should the Contractor observe any aspects of the work to be performed as being defective, limited, ineffective, wasteful or in any other way unacceptable in his view he is not to discuss or in any way indicate any of his opinions with the occupant. Any of these observations are to be brought to the attention of the CHFA Representative only.
- 5.3 At no time is the Contractor to enter into any discussions with the occupant that may leave the occupant with any expectations either positive or negative with respect to the work being performed.

6. Contractor's Site Etiquette

- 6.1 Contractor's etiquette when working in or about the occupants premises will consist of but not be limited to:
 - 6.1.1 Knock on the front door of the occupant's residential unit and obtain verbal approval prior to entrance;

ANNEX 'B' CUSTOMER CARE REQUIREMENTS

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- 6.1.2. Offensive language or gestures will not be used;
- 6.1.3. Smoking, drinking or the use of any form of tobacco product is not to be used in or about the premises of the occupant,
- 6.1.4. The Contractor is only to use his own prearranged washroom facilities and is NOT to use the washroom facilities of the occupant;
- 6.1.5. Contractors are responsible to ensure that the workers wear appropriate clothing on all sites (i.e. no torn jeans);
- 6.1.6. Should any confrontation occur with the occupant, terminate discussions immediately and inform the CFHA Representative.

7. Protection of Premises

- 7.1 The Contractor shall ensure the health and welfare of the occupant at all times and protect the premises and belongings of the occupant by performing but not limiting himself to the following duties:
 - 7.1.1. Use well-maintained and acceptable drop sheets in any interior areas that will be traveled over or in the work area;
 - 7.1.2. Appropriately ventilate from the premises any areas that may have objectionable odors or dust;
 - 7.1.3. Stockpiles of materials, tools or equipment are not to be on any occupant premises. All materials shall be stored in a designated area;
 - 7.1.4. Contractors employees or any individuals associated with the Contractor are to park their vehicles in areas approved by the CFHA Representative;
 - 7.1.5. The work site and access to it are to be kept clean and tidy at all times. A complete cleanup is to be undertaken at the end of each workday prior to the contractor leaving the site;
 - 7.1.6. Because of the nature of the work in this contract, seasonal plantings of shrubs, flowers, and plants, undertaken by the occupants including annuals, perennials, and shrubs, shall be protected, removed and replanted without damage.



ANNEX 'B'

CUSTOMER CARE REQUIREMENTS

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Otherwise, occupants shall be compensated by the Contractor, for the destruction of the plantings;

7. 1.7 At the end of each days work, and at the completion of work at each address, there shall be a thorough clean up of the contractors debris. Contractors will note that workers who demonstrate total disregard for National Defence (DND) property or unnecessarily litter the work site, will be required to leave the premises at once.

8. Electrical, Water and Heating Services

- 8.1 The Contractor is to make arrangements for and supply his own electrical, water and heat as required for the performance of the intended work.
- 8.2 The Contractor may request the occupant in writing to enter into a per diem arrangement for the use of electrical, water or heat. The final decision will rest with the occupant. A copy shall be provided to the CFHA Representative for their files.
- 8.3 The Contractor may use the electrical, water and heating services available in unoccupied premises with the approval of the CFHA Representative.

9. Materials, Tool and Equipment Storage

- 9.1 The Contractor is to obtain approval of all locations for the storage of materials, tools and equipment from the CFHA Representative.
- 9.2 CFHA will not be held responsible for any lost, damaged or stolen materials such as: tools while stored on the premises.
- 9.3 Vacant housing units will not be used for storage of any kind for the contractor.

PART 1 GENERAL

1.1 SUBMITTALS

- .1 Submit to the Canadian Forces Housing Agency copies of the following documents, including updates issued:
 - .1 Contractor's company Health and Safety Program prior to commencement of the work of the Standing Offer.
 - .2 Health and Safety Plans specific to the work that is identified to be carried out when hazardous substances and/or hazardous conditions are known to exist.
 - .3 Reports or directions issued by authorities having jurisdiction, immediately upon issuance from that authority.
 - .4 Accident or Incident Reports, within 24 hrs of occurrence.
- .2 Submit other data, information and documentation upon request by the Canadian Forces Housing Agency as stipulated elsewhere in this section.

1.2 COMPLIANCE REQUIREMENTS

- .1 Comply with the latest edition of the provincial Occupational Health and Safety Act, and the Regulations made pursuant to the Act in the province in which the work takes place.
- .2 As a minimum, comply with the Canada Labour Code Part II Part 125(1) (l) and 125(1)(w), and the Canada Occupational Safety and Health Regulations made under Part II of the Canada Labour Code.
- .3 A copy of the Canada Labour Code Part II may be obtained by contacting:
Canadian Government Publishing
Communication Canada
Ottawa, Ontario, K1A 0S9
Telephone: (613) 941-5995 or 1-800-635-7943
Catalogue No. L31-85-2003 (E or F)
ISBN 0-660-18897-X

A condensed version can be viewed on-line at <http://laws.justice.gc.ca/en/index.html>

- .4 Where the Base/Wing/Formation/ASU Health and Safety Program may stipulate more stringent requirements than identified in the Canada Labour Code Part II and the Canada Occupational Safety and Health Regulations made under Part II of the Canada Labour Code, the Canadian Forces Housing Agency shall provide the Contractor with the applicable excerpts from the Base/Wing/Formation/ASU Health and Safety Program prior to the commencement of the work of the Standing Offer.

- .5 Observe and enforce construction safety measures required by:
 - .1 National Building Code of Canada (latest edition).
 - .2 Provincial Worker's Compensation Board.
 - .3 Municipal statutes and ordinances.
- .6 In event of conflict between any provisions of the authorities noted in paragraph 1.2.5 above the most stringent provision shall apply. Should a dispute arise in determining the most stringent requirement, the Canadian Forces Housing Agency shall advise on the course of action to be followed. In the case of direct conflict between the federal and provincial regulatory Health and Safety instruments noted above in paragraphs 1.2.1 and 1.2.2, the Canada Labour Code shall be the default regulatory instrument.
- .7 Provide and maintain Worker's Compensation Board coverage for all employees for the duration of the Standing Offer. Prior to commencement of the work of the Standing Offer, provide to the Canadian Forces Housing Agency a certificate of Clearance from the Workers' Compensation Board indicating that the Contractor's account is in good standing.
 - .1 Should the Contractor be a sole proprietor, provide documented proof in a form acceptable to the Canadian Forces Housing Agency of an alternative means of personal coverage that meets or exceeds the requirements set out above for Worker's Compensation Board coverage.

1.3 RESPONSIBILITY

- .1 In accordance with the Canada Labour Code Part II, the obligations and responsibilities for safety reside with the Canadian Forces Housing Agency. The Canadian Forces Housing Agency will monitor safety at the location of the Standing Offer work in accordance with the Canada Labour Code Part II and the Canada Occupational Safety and Health Regulations made under Part II of the Canada Labour Code.
- .2 Carry out work placing emphasis on health and safety of the public, married quarter occupants, site personnel and protection of the environment.
- .3 The Contractor is responsible to enforce compliance by its employees and sub-contractors accessing the location of the Standing Offer work with safety requirements of Contract Documents, and all applicable federal, provincial, local statutes, regulations, and ordinances.
- .4 The Contractor is responsible to manage safety at the location of the Standing Offer work to ensure that any persons, including but not limited to, married quarter occupants and the general public circulating adjacent to the work operations are protected against harm due to the extent that they may be affected by conduct of the work.
- .5 Contractors are required under the Canada Labour Code Part II to conduct occupational health and safety meetings. For the purpose of this Standing Offer, the

Contractor is responsible to establish and conduct occupational health and safety meetings on a monthly basis.

- .6 The Contractor is responsible to record and post minutes of all occupational health and safety meetings in a location where they are in plain view for all workers to have access to such minutes. Make copies available to the Canadian Forces Housing Agency upon request.
- .7 The Contractor is responsible to conduct formal site safety inspections on a minimum monthly basis, with no less than one (1) inspection for Standing Offer work that is less than one (1) week in duration and is provide a written report to the Canadian Forces Housing Agency for each formal site safety inspection, document deficiencies, remedial action needed and assign responsibility for rectification to the appropriate party.
- .8 The Contractor is responsible to ensure Contractor employees and sub-contractors accessing the work site are in possession of and wear appropriate personnel protective equipment (PPE).
- .9 Should an unforeseen or peculiar safety related hazard or condition become evident during performance of work, the Contractor is responsible to immediately take measures to rectify the situation and prevent damage or harm and to advise the Canadian Forces Housing Agency verbally and in writing of the hazard or condition.

1.4 SITE CONTROL AND ACCESS

- .1 The Contractor shall be responsible after consultation with the Canadian Forces Housing Agency to control access and activity to the immediate location of the Standing Offer work. Delineation and isolation of the work site from adjacent and surrounding areas is not possible as the married quarter may or may not remain fully operational and occupied by the married quarter occupant throughout the duration of the work of this Standing Offer.

1.5 PERMITS

- .1 Obtain permits, licenses and compliance certificates at appropriate times and frequencies as required by the authorities having jurisdiction.
- .2 Post all permits, licenses and compliance certificates in a location that is in plain view by all at the location of the work and provide copies to the Canadian Forces Housing Agency.

1.6 PROJECT/SITE CONDITIONS

- .1 The known hazardous substances and/or hazardous conditions at the location of the Standing Offer work which shall be considered as health or environmental hazards and shall be properly managed should they be encountered as part of the work.
.Contractors are required to be aware of the known hazardous substances and/or

hazardous conditions and are to include in their tender price all work associated in working with, in and around the hazards.

- .2 The known hazardous substances and/or hazardous conditions shall not be construed as being complete and inclusive of all safety and health hazards encountered as a result of Contractor's operations during the course of work.

1.7 MEETINGS

- .1 Prior to commencement of work attend a pre-commencement meeting conducted by the Canadian Forces Housing Agency. Ensure minimum attendance by the Contractor's superintendent/supervisor. The Canadian Forces Housing Agency will arrange to have the Contractor's site superintendent/supervisor briefed on the specific content of the Base/Wing/Formation/ASU Health and Safety Program where it requires more stringent requirements than stipulated in the Canada Labour Code Part II and the Canada Occupational Safety and Health Regulations made under Part II of the Canada Labour Code. The Canadian Forces Housing Agency will advise of time, date and location of the meeting and will be responsible for recording and distributing the minutes.
- .2 The Contractor is responsible to conduct safety meetings as required by paragraph 1.3 above.

1.8 HEALTH AND SAFETY PROGRAM

- .1 The Canada Labour Code Part II and the Canada Occupational Safety and Health Regulations made under Part II of the Canada Labour Code provides the Contractor with the overall program of health and safety for operations on the Base/Wing/Formation/ASU. For the purpose of this Standing Offer, the Contractor shall perform hazard assessment of the location of the Standinf Offer work in order to acknowledge, assess and address the hazardous substances and/or hazardous conditions known and identified by the Canadian Forces Housing Agency, and to develop a written site-specific Health and Safety Plan as related to these known hazards. The Contractor shall be required to write the site-specific Health and Safety Plan for review by the Canadian Forces Housing Agency. The site-specific Health and Safety Plan shall include provisions for an on-going hazard assessments performed during the progress of work identifying and documenting new or potential health risks and safety hazards not previously known and identified.
- .2 The format of the site-specific Health and Safety Plan shall at a minimum for the purpose of this Standing Offer contain the following three (3) parts:
 - .1 Part 1: Detailed description of the work identified in the work order and a list of individual health risks and safety hazards identified by the contractor's detailed site specific hazard assessment(s).
 - .1 List of critical activities to be communicated with the Canadian Forces Housing Agency which could affect occupant operations, or pose a risk to the health and safety of the occupants, Contractor employees and to the general public.
 - .2 Part 2: List of specific measures to control or mitigate each hazard and risk identified in part one of the Plan. Describe the engineering controls, personnel protective equipment, safe work practices and any other applicable means to be

implemented and followed when performing work related to each identified hazard or risk. Part 2 of the Plan must also include:

1. In the management of safety responsibility, provide the name of the person assigned as contractor's site safety representative.
 2. A written statement, where applicable, that the Contractor has been made aware of known hazards and hazardous substances referred to under paragraph 1.6, and that the Contractor will inform all Contractor employees, sub-contractor employees and any persons affected or potentially affected by the work of this contract of the known hazards.
 3. A written statement confirming that Contractor employees, sub-contractors and other authorized persons accessing the work site are trained and have been fully instructed in:
 - .1 Safe operation of tools and equipment.
 - .2 Proper wearing and use of personnel protective equipment (PPE) as applicable to the purpose and activities to be conducted on site.
 - .3 Safe work practices and procedures to be followed during the performance of their given work tasks or function on the work site.
 - .4 Work site conditions and minimum site safety rules provided through safety orientation sessions.
 4. A copy of the Contractor's health and safety policy and disciplinary policy that will be followed to enforce compliance by Contractor employees and sub-contractors with safety requirements of contract documents, applicable regulations and the Contractor's site-specific Health and Safety Plan.
- .3 Part 3: Emergency Measures and Communications Procedures as follows:
- .1 Emergency Measures: On-site operating procedures, evacuation measures and emergency response to be implemented in the occurrence of an accident or incident. Procedures to be specific and relevant to identified hazards.
 - .2 The location of emergency equipment and supplies including but not limited to first aid kits, emergency eye wash stations, spill kits/equipment and fire extinguishers. Including confirmation that equipment and supplies have been verified/certified for use.
 - .3 The names of all persons assigned responsibility by the Contractor as a first aid attendant at the project.
 - .4 An inventory listing the common name of all controlled products (WHMIS Products) that the Contractor knows or intends to bring to the project site. List to be updated as necessary as project proceeds.
 - .5 A copy of the Contractor's accident/incident investigation policy and incident and accident report form(s) to be used by the Contractor to document any incident or accident that might occur during the course of the Standing Offer work
 - .6 Communication procedures:

- .1 List of names and telephone numbers of designated official(s), to be contacted should an incident or emergency situation occur, including the following:
 - .1 Contractor and all sub-contractors.
 - .2 Federal and Provincial departments and local emergency resources organizations, as applicable to the hazards identified and type of accident or incident which might occur, in accordance with applicable laws and regulations.
 - .2 Procedures implemented at site to communicate and share information between Contractor employees, sub-contractors, and the Contractor on activities at the location of the work of the Standing Offer, and in particular those which might endanger employees and married quarter occupants.
 - .3 The procedure to be followed by contract personnel to initiate emergency response by fire, police and medical personnel.
 - .4 Post a copy, including all updates, of the Health and Safety Plan in a common visible location at the location of the Standing Offer work.
- .4 Provide one copy of the site-specific Health and Safety Plan to the Canadian Forces Housing Agency prior to commencement of work on the work site. The copy provided to the Canadian Forces Housing Agency is for the purpose of review against both Canada Labour Code Part II and the Canada Occupational Safety and Health Regulations made under Part II of the Canada Labour Code and the contract requirements related to the known hazardous substances and/or hazardous conditions.
 - .5 Provide and maintain one copy of the site-specific Health and Safety Plan at the location of the Standing Offer work, in a location that is easily accessible by all Contractor employees, sub-contractor employees and any persons affected or potentially affected by the work of this contract.

1.9 MINIMUM SITE SAFETY RULES

- .1 Notwithstanding the requirement to abide by federal and provincial health and safety regulations, the following safety rules shall be considered minimum requirements at the work site and obeyed by all persons accessing the work site:
 - .1 Wear PPE appropriate to the function and task while on the work site.
 - .2 Immediately report unsafe activities, conditions, near miss accidents, injuries and damages.
 - .3 Maintain the work site in a tidy condition.
 - .4 Obey warning signs and safety tags.

1.10 ACCIDENT REPORTING

- .1 Investigate and report incidents and accidents as required by Canada Labour Code Part II and the provincial Occupational Safety and Health Act, and the Regulations made pursuant to the Act in the province in which the work takes place.

- .2 For the purpose of this contract immediately investigate and provide a report to the Canadian Forces Housing Agency on incidents and accidents that involve:
 - .1 A resulting injury that may or may not require medical aid but involves lost time at work by the injured person(s).
 - .2 Exposure to toxic chemicals or substances.
 - .3 Property damage.
 - .4 Interruption to adjacent and/or integral infrastructure operations with potential loss implications.

1.11 RECORDS ON SITE

- .1 Maintain at the location of the work of the Standing Offer a copy of the safety documentation as specified in this section and any other safety related reports and documents issued to or received from the authorities having jurisdiction.
- .2 Upon request, make copies available to the Canadian Forces Housing Agency.

END OF SECTION

CFHA MAINTENANCE AND MINOR IMPROVEMENTS SUSTAINABLE DEVELOPMENT STRATEGY (SDS) PROFORMA

HSCs are responsible for ensuring that the contractor completes the sections (non-shaded areas) of this form that relate to the work undertaken. This form must be returned with the completed work order for the contractor to receive payment. HSC/CSL staff are responsible for completing the shaded areas of the form.
To be completed: HSCs shall indicate which sections must be completed by the contractor by checking the box provided.

1 GENERAL INFORMATION To be completed

CFHA HSC: _____ Date (dd-mmm-yy): _____
 Contractor/Company Name: _____ Phone #: _____
 Project(s)/WO #: _____ Trade: _____
 Address of housing units involved. (* Please attach additional information as required).

2 BUILDING MATERIAL DISPOSAL (EX: ASPALT, DRYWALL, BRICK) To be completed

Please provide an estimate of the quantity and type of waste sent for disposal. Record only non-hazardous waste typically sent to landfill or recycled.
 Total number of housing units: _____
 Type of waste sent for disposal. Please specify: _____
 Quantity of non-hazardous waste sent for disposal (kg): _____ Quantity of non-hazardous waste recycled (kg): _____
 Type of waste recycled? _____

3 HAZARDOUS WASTE DISPOSAL (EX: ASBESTOS, MERCURY, HALOCARBONS) To be completed

Total number of housing units: _____ Asbestos removal: Y / N TYPE: 1 2 3
 Quantity of hazardous waste sent for disposal (kg): _____
 Name of waste hauler: _____ License # (where applicable): _____
 Name of waste disposal site: _____ Telephone #: _____
 Waste disposal site license # (where applicable): _____

4 FUEL STORAGE TANKS To be completed

Type of oil: Furnace Oil Propane Tank material: Steel Fibreglass Plastic
 Tank construction date (dd/mm/yy): _____ Tank installation date (dd/mm/yy): _____
 Tank location: Basement Outside Aboveground Underground
 Other (Please specify): _____
 Tank capacity _____ (L) Is the tank in use: Yes Abandoned
 Tank condition: Poor Fair Good Approximate life expectancy (years): _____
 Overfill protection system present: Yes No Spill prevention measures present: Yes No
 Spill containment measures: Yes No Described spill prevention/containment measures: _____

5 WASTE FUEL DISPOSAL To be completed

Reason for waste fuel disposal: Tank Replacement Repair Conversion to Gas Leak or Spill
 Type of fuel: _____ Heating fuel # _____
 Quantity of fuel sent for: Disposal _____ (L) Recycling _____ (L)

6 SPILLS MANAGEMENT To be completed

Material spilled: _____ TDG¹ Class: _____
 Quantity spilled: _____ (kg or L) Quantity recovered: _____ (kg or L)
 Spill Type: Halocarbon refrigerant Halon Petroleum, oils, lubricant (POL) HAZMAT Halocarbon non-refrigerant
 Reported on SpillNet? Yes No Date (dd/mmm/yy): _____
 Source of spill: _____
 List the authorities contacted: _____
 List the measures taken to control the spill: _____
 Does the spill pose a hazard to persons, pets, wildlife, watercourse etc? If yes, provide details: _____

¹ Transportation of Dangerous Goods Class. Part 2, *Transportation of Dangerous Goods Regulation*.

7 CONTAMINATED SITES MANAGEMENT **To be completed**

Location of contaminated site: _____

Potential risk associated with contaminated site: persons water course wildlife fish other: _____

Is monitoring required: On-going Complete

Is remediation planned for the site? Yes No Date to be completed (dd/mm/yy): _____

Is remediation of the site completed? Yes No

Method of site remediation employed: _____

Estimated volume of contaminated material (i.e. soil) sent for disposal: _____ (m³)

Name of waste disposal site: _____ License # (if applicable): _____

8 PESTICIDE USE **To be completed**

Reason for pesticide application: _____

Specific location of application: _____

Method of application: _____ Pesticide applicator's license #: _____

Pesticide name: _____ Pesticide type: _____

Registered under PCPA¹ (Y/N): _____ Registration #: _____

Amount of active ingredient (A.I.) (Kg or L): _____

Mixture ratio (Active Ingredient to solvent): _____ (kg/L) TO _____ (kg/L)
(type) (type)

9 HALOCARBON MANAGEMENT **To be completed**

Identify the type and number of appliances installed:

<input type="checkbox"/> air conditioner	Number: _____	Type: _____
<input type="checkbox"/> refrigerator	Number: _____	Type: _____
<input type="checkbox"/> fire extinguisher	Number: _____	Type: _____

Identify the type and number of appliances removed from service:

<input type="checkbox"/> air conditioner	Number: _____	Type: _____
<input type="checkbox"/> refrigerator	Number: _____	Type: _____
<input type="checkbox"/> fire extinguisher	Number: _____	Type: _____

Destination for refrigeration disposal: _____

Halocarbon material: Added Removed Quantity: _____ (L) Type: _____ N/A

Reason for halocarbon addition/removal. Please provide details _____

Halocarbon release: Yes No If yes, implement measures to avoid a recurrence: _____ Entered in SpillNet: Yes No

Entered into Halocarbon inventory: Yes No

10 PCB DISPOSAL AND MANAGEMENT **To be completed**

Number of PCB light ballasts removed from service: _____ From where?: _____

Light ballast make and model: _____

Weight removed from service (Qty x 2.36 g): _____

Destination of PCB ballasts sent for disposal: _____

11 SMOKE DETECTOR MANAGEMENT **To be completed**

Number of smoke detectors removed from service: _____

Destination of radiological chip sent for disposal: _____

Quantity of recycled batteries: _____ N/A

12 FEDERAL HERITAGE BUILDINGS **To be completed**

What is the Federal Heritage Building Review Office (FHBRO) classification of the building in question?

CLASSIFIED DESIGNATED

Described the work performed: _____

Was the work reviewed by FHBRO prior to assignment Yes No

Does the work alter the heritage characteristics of the building? Yes No

Were any materials removed from this heritage building? Yes No

13

Contractor Signature: _____ Date: _____

(Please sign and date the form to affirm that the information provided is as accurate as possible).